C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, October 5, 2026 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER - Pastor Tommy Neiman - Sunrise City Chapel**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of minutes from the September 14, 2026 special meeting.

   B. Approval of minutes from the September 15, 2026 special meeting.

   C. Approval of minutes from the September 21, 2026 regular meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

   Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

A. Approval of letter of nomination for Dr. Jon Prince as Florida's 2026 Superintendent of the Year.

B. Approval of First Amendment to Interlocal Agreement (Fenn Park Maintenance) between the City of Fort Pierce and Fort Pierce Housing Authority.

C. Approve the expenditure for the FY 2027 renewal of Microsoft Office 365 licenses and the purchase of Power BI Pro licenses for the Fort Pierce Police Department under Region 4 ESC Contract No. R250307, in an amount not to exceed $53,433.75.

D. Approval of the expenditure for City of Fort Pierce FY 2027 (2nd out of 3rd year) Microsoft 365 Renewal and Core Server Licenses under Region 4 ESC Contract No. R250307, in an amount not to exceed $159,940.40.

E. Approval of the Grant Agreement between St. Lucie County and the City of Fort Pierce for the funding of the Arthur Lee Boatwright Pool Renovation Project with Community Development Block Grant (CDBG) in the amount of $300,000.00 for FY2026.

F. Approval of a Mutual Benefit and Use Agreement with Thompson Consulting Services, LLC. and adoption of St. Lucie County Contract No. C26-05-0497 for disaster debris monitoring management & consulting services.

G. Approval for Mayor Linda Hudson to attend the 2026 Florida League of Mayors Regional Meeting in Largo/Clearwater, Florida from October 15 to October 16, 2026, at a cost of $495.69.

H. Authorization of expenditure for HVAC Services to Trane in the amount of $67,193.44.

12. **PUBLIC HEARINGS**

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

A. Quasi-Judicial Hearing - Application for Minor Site Plan Conditional Use No New Construction has been submitted by the applicant, Agape Preschool Administration, to operate Agape Preschool Academy in the 11,346 stand-alone building, located at 2817 Peters Rd., Fort Pierce, FL. The property is zoned General Commercial, C-3.

B. Public Hearing and Approval of Resolution 26-R60 the City of Fort Pierce adopting a revised 2024-2027 Local Housing Assistance Program.

13. **CITY COMMISSION**

A. Resolution 26-R63 Adopting the Saint Lucie County Local Mitigation Strategy Plan to remain eligible for FEMA mitigation grant programs.

14. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

A. Purchase Order Report - August, 2026

B. City Manager's Report - September, 2026

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special

accommodation to participate in this meeting should contact the City Clerk’s Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting - 5:05 PM **5. A.**

Meeting Date: 10/05/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the September 14, 2026 special meeting.

Attachments

9.14.2026 King's Landing minutes

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, SEPTEMBER 14, 2026.

1. CALL TO ORDER

Mayor Linda Hudson called this meeting to order at 5:05pm.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Chris Dzadovsky; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Mayor Linda Hudson

Staff Present: Richard Chess, City Manager

Camille Wallace, Interim City Attorney

Linda Cox, City Clerk

4. COMMENTS FROM THE PUBLIC

Any person who wishes to comment may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

Charlie Hayek
Howard Dunn, Jr.
Jaime Hurst
Lionnell Ricker
Brooke Harris
Kris Einstein
John Lebeau
Eric Bodin

5. CITY COMMISSION

A. King's Landing Update Presentation by Live Oak Holdings Group

Bill Ware, Development Manager of Live Oak Holdings, introduced the members of the Development Team available for questions: Paul Bertori, CEO of Live Oak Holdings, Joe Collier, CEO of Main Sail Lodging and Development, George Garcia, CEO of Garcia Stromberg Architects, Jeff Harden, CEO of Straticom Construction, and David Baggett. Mr. Ware gave a concise overview of the project timeline thus far. The King's Landing project has been ongoing since 2019. Mr. Ware transitioned from Harbor to Live Oak Holding in 2025. The amended Site Plan was approved September 15, 2025. The Civic Engineering plans of the Master Site Development Plan were submitted and included all three (3) phases of the entire project in January 2026. They received the final city DCPR approval August 2026 and are currently positioned to commence Site Development in conjunction with the closing on the Phase I construction loan.

The schematic design plan of the main building is now completed. The main building will house 106 residential condominiums, retail and restaurant spaces, and a 5-storey car parking garage with 485 spaces. They received final Marriott approval of the hotel project in February 2026. Marriott has approved the hotel project as a Tribute portfolio. Marriott's condition for approval is that Main Sail is required to sign a financial guarantee of a 25-year agreement.

Mr. Ware acknowledged that they are technically in default of the Third Amendment, in specific to the project schedule, and commented the submittal dates were premature. In April, Live Oak Holdings gave a draft of a Fourth Amendment to the City with a more realistic project timeline. Following Mr. Ware's quarterly update in April with the City, Main Sail's investment group modified their investment criteria, and the project no longer met the requirements. In July's quarterly update, Mr. Ware updated the City of the issue and asked the City for consideration to enter into a funding partnership. The City determined they are not an available option for funding and requested an estimate of time needed to fulfill Live Oak's equity need.

B. Discussion and Direction Regarding King’s Landing Development Agreement and Next Steps

Commissioner Michael Broderick questioned how much has been invested in the project so far; Mr. Ware provided roughly $2 million. Commissioner Broderick asked for a status on securing the $15 million and what has been the market reaction; Mr. Ware provided equity groups are not willing to discuss investment if the project is uncertain. Mr. Ware stated that depending on the Commission's approval, Live Oak will then reach out to investors to secure the $15 million. Commissioner Curtis Johnson, Jr. questioned when would the 6-month extension begin; Mr. Ware provided when the Fourth Amendment is finalized. Commissioner Johnson questioned if the Fourth Amendment will have the updated project timeline and if the drafted Fourth Amendment has been sent to the City Attorney's office; Mr. Ware confirmed.

Commissioner Chris Dzadovsky questioned if Live Oak has looked into condo-hotel provisions so that a portion of the hotel rooms could be sold to held secure the $15 million; Mr. Ware stated Live Oak has not looked into that option. Commissioner Dzadovsky questioned will Main Sail and/or Marriot continue to invest in the project after the 6-month extension; Joe Collier confirmed. Mr. Collier provided that Main Sail wanted the City to enter into a partnership for a cheap loan to complete the project and the opportunity for a greater return threshold. Mr. Collier provided Marriott has also invested an undisclosed amount as part of the franchise agreement. Mayor Linda Hudson acknowledged the difficulties of the project and provided she is inclined to grant the extension. Commissioner Broderick asked for the approximate balance of the construction cost outside of the hotel; Mr. Ware provided between $130 and $150 million. Commissioner Broderick provided he is inclined to grant the extension to avoid years of litigation and new RFPs.

City Manager Richard Chess raised concern about the City's risks and liability in granting the extension and if the reversionary clauses in the original agreement would still stand and kick in if Live Oak was to default because they are unable to secure the $15 million. Mr. Ware provided he will continue his monthly emails and quarterly updates and stated he will be back for his next quarterly update in 3 months. Mr. Chess questioned if the closing with Audubon would take place during the 6-month extension. Mr. Ware provided the closing will happen later in the project timeline after the 6-month extension. The estimated closing is detailed in the timeline schedule provided in the drafted Fourth Amendment.

Commissioner Arnold Gaines raised concern if the contract falls through with Audubon after the 6-month extension that the City will lose a valuable property. Mr. Ware provided the Purchase and Sale Agreement with Audubon was included in the Third Amendment and has been approved by the City. Interim City Attorney Camille Wallace confirmed the Purchase and Sale Agreement was incorporated into the Third Amendment and provided the Fourth Amendment is to outline the project timeline and Live Oak securing the $15 million funding. Commissioner Broderick questioned if 30 days would be enough time for Ms. Wallace to finalize the Fourth Amendment; Ms. Wallace confirmed. Commissioner Dzadovsky reviewed the history of the project so far and expressed his concern with granting the extension.

Motion was made by Commissioner Chris Dzadovsky, that the City Commission and the Fort Pierce Redevelopment Agency determine based upon the contractual record that Audubon Inc and Live Oak Holdings LLC failed to satisfy the applicable requirements and the July 15, 2026 deadline established by the Third Amendment that the City and the FPRA decline to grant any further extension or approve a Fourth Amendment. The City Attorney be directed to issue all notices required by the governing agreements and take all legally authorized steps necessary declare default, terminate the development agreement, enforce the City's available remedies, and pursue reversion and return the affected King's Landing property to the citizens of the City of Fort Pierce. This direction shall preserve all rights and remedies of the City and the FPRA and shall not waive any existing default, breach, claim, or right of reversion.

Motion dies with the lack of a second.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the 6-month extension subject to an acceptable Fourth Amendment drafted between the Interim City Attorney and Live Oak's legal counsel and subsequently approved by this Commission and Live Oak with a 30-day provision to get the Fourth Amendment drafted and ready for signature.

AYE: Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

NAY: Commissioner Chris Dzadovsky, Commissioner Arnold Gaines

Passed

6. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Hudson adjourned this meeting at 6:40pm.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **5. B.**

Meeting Date: 10/05/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the September 15, 2026 special meeting.

Attachments

9.15.2026 Budget minutes

MINUTES OF A SPECIAL MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON TUESDAY, SEPTEMBER 15, 2026.

1. **Call to Order**

Mayor Linda Hudson called this meeting to order at 6:30pm.

2. **Pledge of Allegiance**

3. **Roll Call**

Present: Commissioner Michael Broderick; Commissioner Chris Dzadovsky; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Mayor Linda Hudson

Staff Present: Richard Chess, City Manager

Camille Wallace, Interim City Attorney

Linda Cox, City Clerk

4. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Chris Dzadovsky to approve the agenda as set.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

5. BUDGET HEARING

A. Proposed 2026-27 General Fund Budget and Millage Rate for the City of Fort Pierce. The City of Fort Pierce is proposing a millage rate of 6.9 and tax rate exceeds the roll-back rate of 6.5461 mills by 5.41%.

Mayor Linda Hudson announced the proposed millage rate of 6.9 exceeds the roll-back rate of 6.5461 mills by 5.41%. Mayor Hudson asked Johnna Morris, Finance Director, to present the proposed 2026-27 budget.

Ms. Morris gave a brief overview of the proposed budget. The budget is balanced at $73,263,742. We had an increase of 6.91% in taxable property values. The City of Fort Pierce is 29% of the total annual tax bill. We are budgeted to receive $34,263,767 in Ad Valorem revenue and there is a decrease of $844,520 of overall taxes and state distributed revenue due to legislative and economic changes. The budget includes two new general fund positions, 2 Code Enforcement officers which are being funded by FPRA. There is no cost of living increases for bargaining and non-bargaining employees or sworn officers. The operating budget for all departments was evaluated and adjusted. Capital costs for building improvements and replacement of equipment is funded at $,956,501. Spending plans for the enterprise funds were reviewed and explained along with the special revenue funds.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

1. Consider any proposed amendments to the 2026-27 General Fund Budget

There are no proposed changes to the 2026-27 budget.

2. Adopt proposed Millage Rate of 6.9 and recompute if necessary.

There are no changes to the millage so no recomputation is necessary.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to adopt millage rate.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson
Passed

3. Adoption of tentative 2026-27 General Fund Budget

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to adopt tentative budget.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson
Passed

6. PUBLIC HEARINGS

A. Legislative Hearing - Ordinance 26-019 providing for the levying and collecting of taxes for the City of Fort Pierce for Fiscal year beginning October 1, 2026 and ending September 30, 2027 and adopting the final millage rate of 6.9. FIRST READING

City Clerk Linda Cox introduced Ordinance 26-019, read in its entirety, into the record.

ORDINANCE NO. 26-019 AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; ADOPTING THE CITY OF FORT PIERCE 2026-27 FISCAL YEAR FINAL MILLAGE RATE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:
SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year beginning October 1, 2026 and ending September 30, 2027 is hereby levied at the rate of 6.9000 per thousand-dollar valuation for general City purposes, which is greater than the roll-back rate of 6.5461 mills by 5.41%.
SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies a tax of 6.9000 per thousand-dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2026, provided however that such 6.9000 shall not be levied upon property in the City of Fort Pierce exempt under state statute or federal constitution.
SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the Fiscal Year beginning October 1, 2026 and ending September 30, 2027 in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.
SECTION 4. This ordinance shall be and become effective October 1, 2026.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to adopt Ordinance 26-019.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

B. Legislative Hearing - Ordinance 26-020 adopting the final budget for the City of Fort Pierce for fiscal year beginning October 1, 2026 and ending September 30, 2027. FIRST READING

City Clerk Linda Cox introduced Ordinance 26-020, read in its entirety, into the record.

ORDINANCE NO. 26-020 AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission of Fort Pierce, Florida after having held a public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2026, and ending September 30, 2027, the estimates made by the City Manager of said City presented to the City Commission on September 08, 2026, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.

SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said City, as may be directed from time to time by the City Commission.

SECTION 3. This ordinance shall be and become effective October 1, 2026.

Ms. Cox made a correction to Section 1 of Ordinance 26-020, noting that the presented date should be changed from September 8, 2026, to September 15, 2026.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Chris Dzadovsky, seconded by Commissioner Arnold Gaines to adopt Ordinance 26-020 as amended.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

7. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

No comments.

8. **Adjournment**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Hudson adjourned this meeting at 6:51pm.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **5. C.**

Meeting Date: 10/05/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the September 21, 2026 regular meeting.

Attachments

9.21.2026 minutes

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, SEPTEMBER 21, 2026.

1. CALL TO ORDER

Mayor Linda Hudson called this meeting to order at 5:05pm.

2. OPENING PRAYER - Jordan Good - Assistant Pastor - Bible Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Chris Dzadovsky; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Mayor Linda Hudson

Staff Present: Richard Chess, City Manager

Camille Wallace, Interim City Attorney

Linda Cox, City Clerk

5. APPROVAL OF MINUTES

A. Approval of minutes from the September 8, 2026 regular meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the minutes from the September 8, 2026 regular meeting.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

6. **PROCLAMATIONS**

A. Taiwan Day, Taipei Economic and Cultural Office in Miami

B. National Remembrance Day of Murdered Victims, Survivors of Murdered Victims Support Group, Inc.

C. H.E.R. Day, Reach with Love, Inc.

7. **LETTERS TO COMMISSION**

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the agenda as set.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

9. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

No comments.

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

A. Approval of Infill Lien Reduction Program Development Agreement with Franco Prado, owner of 1118 N 16th Ct.

B. Approval of expenditure for Tyler Technologies for the annual software maintenance renewal in the amount not to exceed $345,014.23..

C. Approval of a $199,139.91 expenditure to purchase traffic signal parts and equipment from Econolite Systems, Inc. for City-owned inventory associated with Contract No. C25-11-1055.

D. Approval of Hold Harmless Agreement between the City of Fort Pierce and United for Animals Inc. regarding the donation of a decommissioned vehicle.

E. Approval of the Amended Agreement for RFP No. 2026-007 Floodplain Services and Inspection Services Software, with Forerunner, Inc., of San Francisco, California, for a three (3)-year term in the amount of $153,108.00, with two (2) one-year renewal options at $51,036.00 per year.

F. Approval for Commissioner Arnold Gaines to attend the 2026 Florida League of Cities Policy Committee October Meeting in Orlando, Florida from October 8 to October 9, 2026, at a cost of $345.31.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve items 11A through 11F of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

12. PUBLIC HEARINGS

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

A. Legislative Hearing - Ordinance 26-019 providing for the levying and collecting of taxes for the City of Fort Pierce for Fiscal year beginning October 1, 2026 and ending September 30, 2027 and adopting the final millage rate of 6.9. SECOND READING

Assistant City Clerk Tina Rel introduced Ordinance 26-019, read in its entirety, into the record.

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; ADOPTING THE CITY OF FORT PIERCE 2026-27 FISCAL YEAR FINAL MILLAGE RATE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year beginning October 1, 2026 and ending September 30, 2027 is hereby levied at the rate of 6.9000 per thousand-dollar valuation for general City purposes, which is greater than the roll-back rate of 6.5461 mills by 5.41%.

SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies a tax of 6.9000 per thousand-dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2026, provided however that such 6.9000 shall not be levied upon property in the City of Fort Pierce exempt under state statute or federal constitution.

SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the Fiscal Year beginning October 1, 2026 and ending September 30, 2027 in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.

SECTION 4. This ordinance shall be and become effective October 1, 2026.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 26-019.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

B. Legislative Hearing - Ordinance 26-020 adopting the final budget for the City of Fort Pierce for fiscal year beginning October 1, 2026 and ending September 30, 2027. SECOND READING

Assistant City Clerk Tina Rel introduced Ordinance 26-020.

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission of Fort Pierce, Florida after having held a public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2026, and ending September 30, 2027, the estimates made by the City Manager of said City presented to the City Commission on September 15, 2026, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.

SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said

City, as may be directed from time to time by the City Commission.
SECTION 3. This ordinance shall be and become effective October 1, 2026.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Ordinance 26-020.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

C. Legislative Hearing - Ordinance No. 26-016: An Ordinance by the City Commission of the City of Fort Pierce, Florida, extending the territorial limits of the City to include one (1) parcel containing approximately 0.19 acres, generally located on Juanita Avenue and immediately west of 2211 N. 19th Street, Fort Pierce, Florida. SECOND READING

Assistant City Clerk Tina Rel introduced Ordinance 26-016, read by title only, into the record.

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE PARCEL CONTAINING APPROXIMATELY 0.19 ACRES, GENERALLY LOCATED ON JUANITA AVE AND IMMEDIATELY TO THE WEST OF 2211 N 19th STREET, FORT PIERCE AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2027; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Chris Dzadovsky, seconded by Commissioner Arnold Gaines to approve Ordinance 26-016.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

D. Legislative Hearing - Ordinance No. 26-017: An Ordinance by the City Commission of the City of Fort Pierce, Florida; amending the Future Land Use Map of the Comprehensive Plan to change the designation of one (1) parcel containing approximately 0.19 acres, generally located on Juanita Avenue and immediately west of 2211 N. 19th Street, from St. Lucie County Future Land Use designation of Residential Urban (RU) to City of Fort Pierce Future Land Use designation of Low Density Residential (RL). SECOND READING

Assistant City Clerk Tina Rel introduced Ordinance 26-017, read by title only, into the record.

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE DESIGNATION OF ONE PARCEL CONTAINING APPROXIMATELY 0.19 ACRES, GENERALLY LOCATED ON JUANITA AVE AND IMMEDIATELY TO THE WEST OF 2211 N 19th STREET, FORT PIERCE AND SHOWN ON EXHIBIT A; FROM ST LUCIE COUNTY FUTURE LAND USE DESIGNATION OF RESIDENTIAL URBAN (RU) TO CITY OF FORT PIERCE FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL (RL); PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Chris Dzadovsky, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 26-017.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

E. Legislative Hearing - Ordinance No. 26-018: An Ordinance by the City Commission of the City of Fort Pierce amending the City's Zoning Atlas, rezoning one (1) parcel consisting of approximately 0.19 acres, and being generally located on Juanita Avenue and immediately west of 2211 N. 19th Street, Fort Pierce, Florida, from St. Lucie County Zoning of Residential, Single-Family - 4 (RS-4) to City of Fort Pierce Zoning of Single-Family Low Density Residential (R-1). SECOND READING

Assistant City Clerk Tina Rel introduced Ordinance 26-018, read by title only, into the record.

AN ORDINANCE AMENDING THE ZONING ATLAS OF THE CITY OF FORT PIERCE TO REZONE ONE PARCEL CONTAINING APPROXIMATELY 0.19 ACRES, GENERALLY LOCATED ON JUANITA AVE AND IMMEDIATELY TO THE WEST OF 2211 N 19th STREET, FORT PIERCE AND SHOWN ON EXHIBIT A; FROM ST LUCIE COUNTY ZONING DESIGNATION OF RESIDENTIAL, SINGLE-FAMILY - 4 (RS-4), TO CITY OF FORT PIERCE ZONING DESIGNATION OF SINGLE-FAMILY LOW DENSITY RESIDENTIAL (R-1); PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Chris Dzadovsky, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 26-018.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

13. CITY COMMISSION

A. Review and discussion of City Clerk Employment Contract which is scheduled to auto renew on January 6, 2027.

Commissioner Arnold Gaines shared, for the record, City Clerk Linda Cox was not in attendance due to a family emergency. Mayor Linda Hudson expressed she is ready to renew Ms. Cox's contract. Commissioner Michael Broderick expressed content with Ms. Cox's work and echoed Mayor Hudson's sentiment that he is also ready to renew Ms. Cox's contract.

Commissioner Chris Dzadovsky read a statement into the record expressing concern that the Charter Officers' contracts do not truly reflect the Charter. Commissioner Dzadovsky raised concern that the Charter does not distinguish the Charter Officers as independent and co-equal as is detailed in their employment contracts. Commissioner Dzadovsky suggested allowing Ms. Cox's employment contract to expire on January 26, 2026 and presenting a new employment contract that accurately reflects the Charter.

Mayor Hudson shared her disagreement with Commissioner Dzadovsky's statement and provided the autonomy detailed in the employment contracts was done so with full acknowledgment of the Commission. Mayor Hudson provided the City Clerk needs full autonomy as she oversees elections. Commissioner Broderick stated the Charter expressly calls for the independence of the City Clerk's office and shared that he does not believe the Charter needs to be modified as it is critically important to keep the Charter offices separate. Commissioner Curtis Johnson, Jr. expressed confusion about how the employment contract may conflict with the Charter.

Commissioner Johnson expressed his satisfaction with Ms. Cox. Commissioner Dzadovsky shared the City Charter should be the guiding document that the City follows for the employment contracts. Commissioner Johnson suggested the Charter should be reviewed and possibly updated. Commissioner Gaines echoed the sentiment of having a discussion to review and modify the Charter. Commissioner Gaines provided that the three Charter Officers work together constantly.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve City Clerk Linda Cox's Employment Contract renewal.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

NAY: Commissioner Chris Dzadovsky

Passed

14. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

Howard Dunn, Jr.

15. COMMENTS FROM THE CITY MANAGER

City Manager Richard Chess shared that the City's Emergency Preemption System has been installed along the main corridors and is active. Mr. Chess provided the Emergency Preemption System will allow the Fire Department to change traffic lights for emergency vehicles to increase response time.

Assistant City Clerk Tina Rel had no comments.

Interim City Attorney Camille Wallace had no comments.

16. COMMENTS FROM THE COMMISSION

Commissioner Curtis Johnson, Jr. shared that the Emergency Preemption System will be very beneficial with heavier flows of traffic to allow emergency vehicles to respond quicker. Commissioner Johnson shared the Commission will be having Community Workshops to help educate the Public about Amendment 3 and expressed concern about Amendment 3 passing and how that will affect the City financially and their ability to partner and support local businesses and non-profits.

Commissioner Michael Broderick shared that there was polling completed for how citizens are voting for Amendment 3 which showed less than the required 60% voted yes. Commissioner Broderick echoed Commissioner Johnson's concerns about Amendment 3 and urged citizens to vote no on Amendment 3.

Commissioner Arnold Gaines encouraged high school students to join the City's Youth Council. Commissioner Gaines recognized Hispanic Heritage Month.

Commissioner Chris Dzadovsky commented that healthy debate is important between the Commission. Commissioner Dzadovsky shared an update about his experience at the Florida League of Cities training session and shared that he continues to learn a lot about the management of the City's Charter.

Commissioner Gaines requested that the discussion about the Charter be added to an upcoming agenda. Mayor Linda Hudson suggested speaking about the Charter in the Commission's individual meetings with staff first because the original Charter was voted on by the citizens of Fort Pierce.

Mayor Linda Hudson shared that the Florida Tax Watch has shared that they are against Amendment 3 which is an important signal of concern for the Florida Sheriffs Association, Florida Association of Counties, Florida League of Cities, and other Law Enforcement agencies, since there is no carve out for law enforcement in Amendment 3.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Hudson adjourned this meeting at 6:16pm.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **11. A.**

Meeting Date: 10/05/2026

Re:

SUBJECT:

Approval of letter of nomination for Dr. Jon Prince as Florida's 2026 Superintendent of the Year.

Attachments

Letter

THE SUNRISE CITY
FORT PIERCE
Florida
OFFICE OF THE MAYOR
AND CITY COMMISSION

October 5, 2026

Florida Association of District School Superintendents

Dear Florida Educator:

Dr. Jon Prince, St. Lucie County's Superintendent, is very deserving of your consideration to be Florida's 2026 Superintendent of the Year. Superintendent since 2022, Dr. Prince came to our district a decade ago as Deputy Superintendent. As Mayor for 14 years, I can attest to the benefit to our city, because of improvements in our St. Lucie County Schools with Dr. Prince as Deputy and now Superintendent.

I nominate him for Florida's Superintendent of the Year because in 2025 he led our St. Lucie Public Schools (SLPS) to its first ever A grade and did it again in 2026. SLPS has 14 A-rated schools and 15 B-rated schools, with zero D and F-rated schools. In core proficiency across three years, SLPS increased 14 points in reading, 15 in math, 12 in science and 14 in social studies, with total increase in proficiency of 55 points. For ten consecutive years, our graduation rate has been above 90%; this year the rate is 94%.

With SLPS students at 50,000, Dr. Prince has planned 300 million+ dollars in new construction, expansion, and refurbishment projects benefiting students across the district, including new Legacy High School, 2025; new Western Grove K8, 2026; Fort Pierce Westwood, 2026, and C.A. Moore expansion to K8, adding a new gym in December 2026. Our voters have twice approved increased taxes to fund capital, technology and facilities investment for our schools.

This year, Dr. Prince was awarded the Pete Hegener Leadership Award by the Economic Development Council (EDC) of St. Lucie County. The award is presented annually by the EDC to recognize a dedicated leader whose vision, leadership and achievements positively impact the local economy and community well-being and celebrates individuals who exemplify integrity, innovation and civic engagement. Dr. Prince joins a prestigious group of community leaders who have embodied Pete Hegener's vision and legacy, demonstrating his dedication to build partnerships with organizations that can shape the futures for our youth and our local businesses. Dr. Prince has also forged strong partnerships with the Boys and Girls Clubs of St. Lucie and Indian River State College. A recent innovative program, Classrooms to Careers, introduces younger students to potential career choices.

Dr. Jon Prince is engaged, present, dedicated and interacts comfortably with teachers and students alike. He is out in the community, sharing SLPS successes. "All children are capable of success, no exceptions" is not just a slogan for Dr. Prince, but a way of life for him, his staff, teachers, parents and students.

I am proud to nominate him for 2026 Superintendent of the Year, because of his tireless advocacy for, and proven successes in, public school education.

Sincerely,

THE SUNRISE CITY
FORT PIERCE
Florida
OFFICE OF THE MAYOR
AND CITY COMMISSION

Linda Hudson
Mayor

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3065 ▪ FAX: 772.467.3841

City Commission Regular Meeting - 5:05 PM **11. B.**

Meeting Date: 10/05/2026

Re: First Amendment to Interlocal Agreement (Fenn Park Maintenance)

Submitted For: Johann Lopez, Public Works Director, Public Works

SUBJECT:

Approval of First Amendment to Interlocal Agreement (Fenn Park Maintenance) between the City of Fort Pierce and Fort Pierce Housing Authority.

SUMMARY:

The proposed First Amendment addresses matters related to the continued operation, maintenance, and improvement of Coach Fenn Park, including utilities, ownership of improvements, and the respective responsibilities of the City and the Fort Pierce Housing Authority. The Amendment also addresses concerns raised by the Housing Authority regarding the proposed utility connection plans for the Community Development Block Grant (CDBG) Coach Fenn Park improvement Project, specifically the planned connection of water service for the Splashpad and prefabricated restroom to the Housing Authority's existing watermain.

The First Amendment establishes the necessary understanding and responsibilities between the parties and provides a framework for addressing these items. Upon execution of the Amendment, the Housing Authority will execute the required permitting forms necessary for the General Contractor to proceed with the work. City staff and the City's Legal Department have worked diligently and collaboratively with the Housing Authority to address the concerns raised and develop an agreement that provides clarity for both parties and allows the CDBG Coach Fenn Park improvements to move forward.

RECOMMENDATION:

Approve the First Amendment to the Interlocal Agreement between the City of Fort Pierce and the Fort Pierce Housing Authority and execute the Amendment.

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

City Attorney's Office
Finance Department
City Administration

Fiscal Impact

Budgeted Y/N: N/A
Fiscal Year: N/A
Account: N/A
Amount: N/A
FISCAL IMPACT:
N/A

Attachments

Interlocal Agreement
First Amendment to Interlocal Agreement
City Attorney Approval

INTERLOCAL AGREEMENT
(FENN PARK MAINTENANCE)

THIS AGREEMENT entered into this 6th day of September, 2000 by and between the **CITY OF FORT PIERCE , FLORIDA**, a Florida municipal corporation, hereafter referred to as "City", and the **HOUSING AUTHORITY OF THE CITY OF FORT PIERCE**, a public housing agency, hereafter referred to "Housing Authority", providing for the City's maintenance of Coach Fenn Park.

WHEREAS, the Housing Authority is the owner of a certain project located at 1011 N. 23rd Street, Fort Pierce, Florida; and

WHEREAS, there is a park facility known as "Coach Fenn Park" located within the project and identified on Exhibit "A", attached hereto and made a part hereof, which the Housing Authority desires the City to assist in maintaining; and

WHEREAS, the City agrees to participate in maintaining the park in accordance with City standards and as provided in this Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Interlocal Cooperation Act.

2. Effective September 1, 2000, the City agrees to operate and maintain Coach Fenn Park and the existing park elements and landscaping, excluding any buildings or structures, in accordance with City standards. During the term of this Agreement, the City may establish and enforce rules and regulations governing the use and hours of operation for this park. All existing and future park elements shall meet City standards and specifications, and the City reserves the right to install or remove any park

element or facility, including landscaping.

3. To the extent available, the Housing Authority shall maintain all applicable insurance coverages for the park area currently in existence and shall provide the City with evidence of continuing coverage upon request at all times during the term of this Agreement.

4. The term of this Agreement shall be year to year and this Agreement shall renew automatically each year unless written notice is furnished by either party to the other of its intent to terminate this Agreement, such notice to be furnished a minimum of three (3) months prior to October 1, of any year.

5. Both parties to this Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, or marital status, in the use of the park pursuant to this Agreement.

6. This Agreement contains a complete understanding of the parties hereto, notwithstanding any previous written or oral understandings between the parties on the same subject.

7. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to City:	With a copy to:
Fort Pierce City Manager P.O. Box 1480 Fort Pierce, Florida 34954	Fort Pierce City Attorney P.O. Box 1480 Fort Pierce, Florida 34954

As to Housing Authority:

Housing Authority Director
707 N. 7th Street
Fort Pierce, Florida 34950

With a copy to:

Housing Authority Attorney
707 N. 7th Street
Fort Pierce, Florida 34950

or to such other address as the parties may from time to time specify in writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

7. No amendment, modification, or waiver of this Agreement, or any part thereof, shall be valid or effective unless in writing and signed, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

8. Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

9. Sections and other captions contained in this Agreement are for purposes only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this Agreement or any provisions hereof.

10. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegibility or invalidity shall not effect the validity of the remainder of this Agreement.

11. This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

12. This Agreement may be filed with the Clerk of the Circuit Court of St. Lucie County.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be

signed in their respective names by their proper officials and under their official seals this 6th day of September, 2000.

ATTEST:

By:_____
Cassandra Steele, City Clerk

CITY OF FORT PIERCE, FLORIDA

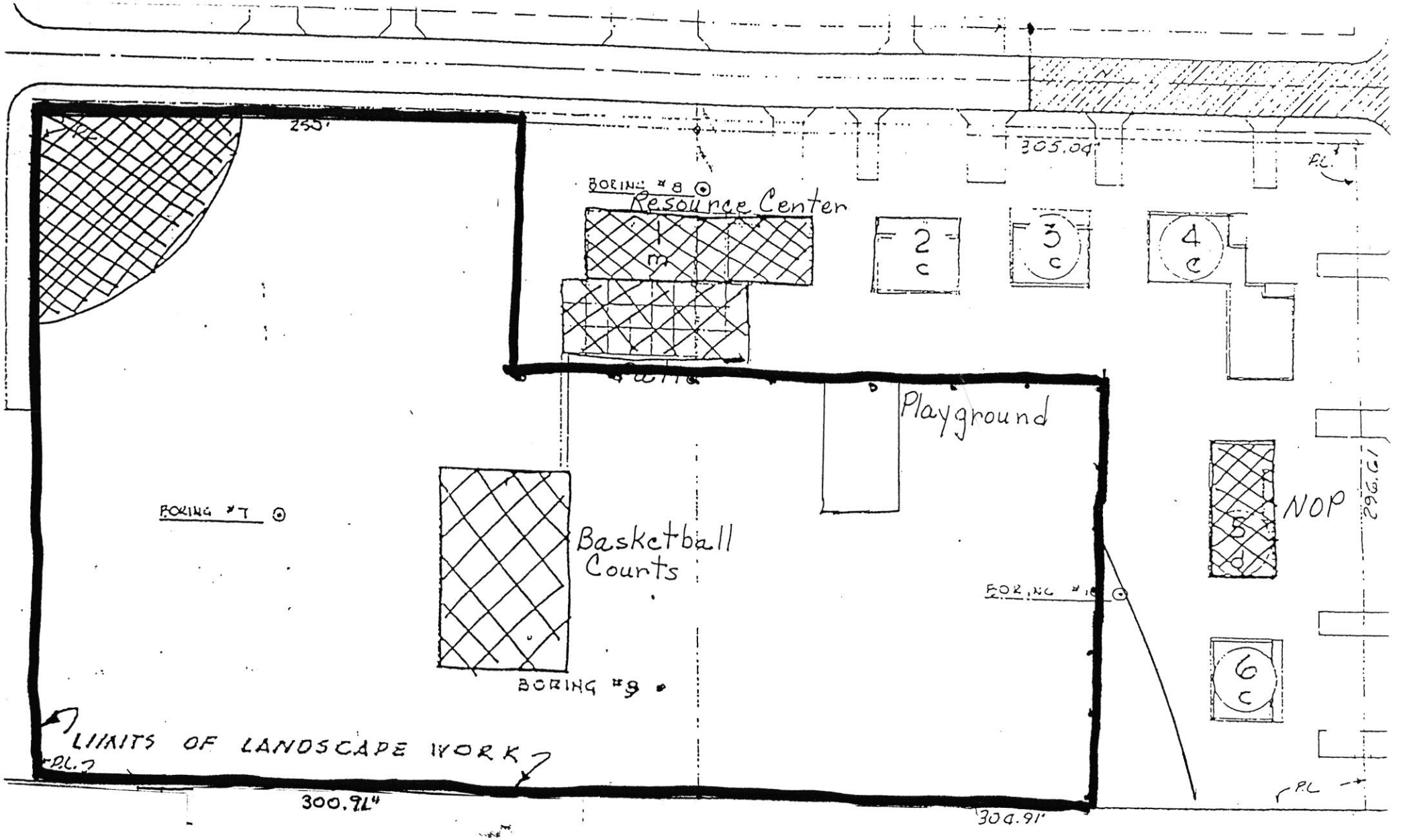
By:_____
Mayor Edward G. Enns

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Robert V. Schwerer
Assistant City Attorney

HOUSING AUTHORITY OF THE CITY OF FORT PIERCE

By:_____
Linda Dusanek, Director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CITY OF FORT PIERCE - PUBLIC WORKS DEPARTMENT

M E M O R A N D U M

TO: City Clerk, Sandy Steele

FROM: Director of Public Works, Gary M. Ferch GMF

SUBJECT: **Interlocal Agreement – Coach Fenn Park**

DATE: August 31, 2000

This is a formal request to place the Interlocal Agreement between the City of Fort Pierce and the Housing Authority on the Consent Agenda for approval.

Our Assistant City Attorney, Rob Schwerer, had drawn up the agreement for our Public Works Department to perform regular scheduled maintenance on Coach Fenn Park. Staff and I are in full agreement with this acquisition, as we believe our maintenance programs will continue to improve this park. Public Works **will not** be responsible for any type of recreational activity, i.e. basketball, little league tournaments, etc.

Our future goal would be the replacement of the children's' playground equipment to conform to the Federal Safety Guidelines.

Public Works will be constructing a new park sign to include our city logo. We will also be requesting basketball court resurfacing on our capital request list for commission approval at a future date.

The approximate yearly cost to maintain Coach Fenn Park annually is $6,078.00. These funds are available in our Parks & Grounds annual maintenance budget.

GMF/mm

Attachments (Limits of Maintenance)

cc: City Manager
Assistant City Attorney
Deputy Director

FIRST AMENDMENT TO INTERLOCAL AGREEMENT
(FENN PARK MAINTENANCE)

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment") is entered into this _____ day of _____, 2026, by and between the City of Fort Pierce, Florida, a Florida municipal corporation, hereafter referred to as "City", and the Housing Authority of the City of Fort Pierce, a public housing agency, hereafter referred to "Housing Authority".

WHEREAS, the Housing Authority is the owner of the property located at 1011 N. 23rd Street, Fort Pierce, Florida ("Property");

WHEREAS, the City operates and maintains the Coach Fenn Park ("Park") at the Property pursuant to an Interlocal Agreement entered into by the parties and dated September 6, 2000.

WHEREAS, the City desires to expand the Park to include additional facilities; and

WHEREAS, the parties desire to amend the Interlocal to provide authority for the City to install utilities at the Property and connect to the Authority's utility facilities.

NOW, THEREFORE, IT IS AGREED as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **AMENDMENT.** Section 2 of the Interlocal is deleted in its entirety and replaced with the following Section 2:

2. The parties agree as follows:

(a) Operation and Maintenance of Park. The City agrees to operate and maintain Coach Fenn Park and the existing park elements and landscaping, excluding any buildings or structures unless constructed by the City, in accordance with City standards. During the term of this Agreement, the City may establish and enforce rules and regulations governing

CAO Approved a/o 9/28/26

the use and hours of operation for this park. All existing and future park elements shall meet City standards and specifications, and the City reserves the right to install or remove any park element or facility, including landscaping. Further, the City agrees to insure that the installed splash pad will be maintained and remain operational continuously, and will only be non-operational for any reason no more than ninety (90) calendar days during the term of this Agreement.

(b) Park Improvements. The Authority grants the City the right, during the term of the Agreement, to design, construct, install, operate, maintain, repair, replace, and remove park improvements on the Park Property, including but not limited to restroom facilities, pavilions, recreational facilities, sidewalks, landscaping, irrigation systems, lighting, drainage facilities, utility infrastructure, and related appurtenances (collectively, "Park Improvements"). Prior to commencement of construction of Park Improvements which require Authority to obtain permits for the Park Improvements, the City shall submit plans and specifications to the Authority for review and written approval. Authority's signature on and/or submission of the permit applications shall constitute written approval of the construction of said Park Improvements. Authority approval and submission of the permit applications shall not be unreasonably withheld, conditioned, or delayed.

(c) Utility Capacity and Performance. Prior to construction which requires Authority to obtain permits for Park Improvements relating to utility infrastructure ("Utility Improvements"), the City shall provide plans and supporting calculations prepared by a licensed professional engineer demonstrating that the proposed utility connection is designed to operate within the available capacity of the existing Authority utility facilities as of the date of this Agreement ("Existing Authority Utility Facilities") and is not expected

CAO Approved a/o 9/28/26

to cause the Existing Authority Utility Facilities to fail to meet applicable design, operational, or regulatory standards. Authority's signature on and/or submission of the permit applications shall constitute written approval of the construction of said Utility Improvements. Authority approval and submission of the permit applications shall not be unreasonably withheld, conditioned, or delayed. The City may connect to and use the Existing Authority Utility Facilities in accordance with the approved plans. The City will provide an estimated time period for any interruption to the utility services during the period of construction so that the Authority may provide appropriate notice to the potentially impacted residents. To the extent the City's construction causes prolonged interruption to the service greater than what was previously estimated, the City, to the extent authorized by law, shall assist the Authority in implementing reasonable measures to address the impact to residents. At a minimum, such measures shall, to the extent possible, address public health, safety, and wellness concerns raised by the Authority.

(d) Ownership of Improvements. The Authority shall own the Property and all Park Improvements, to include the Utility Improvements, constructed or installed pursuant to this Agreement.

(e) Operation and Maintenance. The City shall be responsible for all costs associated with the design, construction, operation, maintenance, repair, replacement, and upkeep of the Park Improvements, excluding the Utility Improvements. The City shall be responsible for the costs associated with the design and construction of the Utility Improvements. Upon completion of the Utility Improvements, the Authority shall be responsible for all operation, maintenance, repair, replacement, and upkeep of the Utility Improvements

thereafter. The Authority shall remain responsible for operation, maintenance, repair, replacement, and upkeep of the Existing Authority Utility Facilities.

(f) Increased Utility Capacity.

(g) Sovereign Immunity. Each party shall assume the responsibility and liability for acts and omissions of its own employees, officials, officers, or agents, in connection with the performance of their official duties under this Agreement. Each party to this Agreement shall be liable (if at all) only for the acts or omissions of its own employees, officials, officers, or agents that occur within the scope of their official duties. Nothing contained in this Agreement is intended to or shall be read to waive the City's or Authority's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

3. CONFLICTS. Except as expressly modified herein, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

4. EFFECTIVE DATE. This Amendment shall become effective upon filing with the Clerk of the Circuit Court for St. Lucie County.

[*remainder of page intentionally left blank; signature page to follow*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Camille Wallace, Interim City Attorney

HOUSING AUTHORITY OF THE CITY OF FORT PIERCE

Rosetta Washington

By: Rosetta Washington Executive Director

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MARSHA COMMOND, SPECIAL PROJECTS COORDINATOR - PUBLIC WORKS, PUBLIC WORKS, DIRECTORS OFFICE

FROM: CAMILLE WALLACE, ESQ., INTERIM CITY ATTORNEY CAW

RE: CDBG COACH FENN PARK PROJECT - FIRST AMENDMENT TO INTERLOCAL AGREEMENT

CAO RLS#: 26-(*REVIEW COMPLETED BEFORE RLS ASSIGNMENT ON THE DATE BELOW*)

DATE: SEPTEMBER 28, 2026

I have reviewed the above Request for Legal Services (RLS) related to the First Amendment to the Interlocal Agreement between the City of Fort Pierce and the Housing Authority for the CDBG Coach Fenn Park Project and find the Agreement ***is approved as to form and correctness***.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. C.**

Meeting Date: 10/05/2026

Re: Approval of FY 2027 FPPD's Microsoft Office 365 Renewal and Power BI Pro Licenses under Region 4 ESC Contract No. R250307

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

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SUBJECT:

Approve the expenditure for the FY 2027 renewal of Microsoft Office 365 licenses and the purchase of Power BI Pro licenses for the Fort Pierce Police Department under Region 4 ESC Contract No. R250307, in an amount not to exceed $53,433.75.

SUMMARY:

The City Commission previously approved the use of Region 4 Education Service Center (ESC) Contract No. R250307 through a piggyback agreement at its November 3, 2025 meeting. The Region 4 ESC contract provides for a term of **October 1, 2025 through September 30, 2028, with two additional two-year renewal periods**.

The Fort Pierce Police Department utilizes Microsoft Office 365 to support essential business functions, including productivity, communication, collaboration, and document management. The proposed renewal will provide continued access to the City's existing Microsoft Office 365 licenses for Fiscal Year 2027, as well as Power BI Pro licenses to support data analysis, reporting, and business intelligence needs.

The FY 2027 renewal will be obtained in accordance with the terms, conditions, and pricing established under Region 4 ESC Contract No. R250307. The requested renewal is within the current term of the approved cooperative contract and does not constitute a new piggyback procurement.

RECOMMENDATION:

Approve the FY 2027 renewal of Microsoft Office 365 licenses and the purchase of Power BI Pro licenses for the Fort Pierce Police Department under Region 4 ESC Contract No. R250307, in an amount not to exceed **$53,433.75.**

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Interim IT Operations Manager — Jamal Mosley

COORDINATED WITH:

Deputy City Manager - DeVoshay Johnson

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2026-2027
Account: 3002
Amount: $53,433.75
FISCAL IMPACT:
5 - NCE Office 365 G3 (GCC) Annual Commit 10/16/2026 - 10/15/2027 @ $254.71 per license for a total = $52,215.55
10 - NCE Power BI Pro (GCC) Annual Commit NCE 3/23/2027-3/22/2028 $121.82 per license for a total = $1,218.20
Total: $53,433.75

Attachments

COFP Agreement with the Region 4 executed agreement.
Quote 014759v1
Executed Piggyback Agreement

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Flagler Technologies, LLC.** (thereafter referred to as "Flagler"), under the terms and conditions hereinafter provided (referred to collectively hereinafter as the "Parties"). The City and Flagler agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.

2. The Parties agree that TD **Synnex Corporation, headquartered in Fremont, CA and Clearwater, FL, was awarded a** contract being identified as**: Region 4 Education Service Center Contract #R250307 through OMNIA Partners,** effective **October 1, 2025 and will expire on September 30, 2028 with an additional two (2) year renewals thereafter.**

3. The Parties agree that Flagler entered in a Participating Dealer Agreement to be an authorized dealer of TD **Synnex Corporation** under **Region 4 Education Service Center Contract #R250307 with an** effective date of September 12, 2025, for a one (1) year Initial Term and automatic one-year renewals thereafter. **The Omnia Contract #R250307** is incorporated herein by reference and is attached as **Exhibit "A"** to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Flagler.

4. **The Participating Dealer Agreement** is incorporated herein by reference and is attached as **Exhibit "B"** to this contract. The terms and conditions of **Exhibit "B"** shall be fully binding upon the City and Flagler.

5. Notwithstanding the requirement that **Region 4 Education Service Center Contract #R250307 and the Participating Dealer Agreement are** fully binding on the parties, the parties have agreed to modify certain technical provisions of the **Region 4 Education Service Center Contract #R250307** as applied to this contract between Flagler and the City of Fort Pierce, as follows:

   a) Time Period ("Term") of agreement**: 3 Year**
   b) Insurance Requirements: **No Change**
   c) Contract Price: **Amount not to exceed $211,556.85 per Exhibit "C"**
   d) Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in **Exhibit "A" and Exhibit "B",** Flagler agrees to send notices, invoices and will conduct all business with:

      City of Fort Pierce, Florida
      Attention: IT Operations
      100 N. U.S. Hwy 1, Fort Pierce, FL 34950
      Telephone: (772) 467-3000

Email: ASAP@cityoffortpierce.com

A copy of all notices shall be sent to:
City of Fort Pierce, FL
Attention: City Attorney
100 N. U.S. Hwy 1, Fort Pierce, FL 34950

e) The City's Project Manager and associated contact information is listed below: Name: Jamal Mosley
Title: Interim IT Operations Manager
Address: 100 N. U.S. Hwy 1, Fort Pierce, FL 34950 Telephone: 772-467-3000
Email: jmosley@cityoffortpierce.com

6. Notwithstanding any other provision the **Region 4 Education Service Center Contract #R250307 or the Participating Dealer Agreement** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be in St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of the State of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

7. Notwithstanding any other provision in the **Region 4 Education Service Center Contract #R250307 or the Participating Dealer Agreement** to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

8. The Parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to Region 4 Education Service Center or OMNIA Partners, Public Sector, Inc. and as user or buyer of the TD Synnex/FLAGLER'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in **"Exhibit A"** and **"Exhibit B"** of this Agreement. The Parties' Agreement shall consist of these terms and conditions, **"Exhibit A"**, and **"Exhibit B"** (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then **"Exhibit A"**, then **"Exhibit B"**.

9. At all times, Flagler shall comply with Florida's public records laws. Flagler shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, 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 this chapter or as otherwise provided by law; (3) 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 FLAGLER does not transfer the records

to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the FLAGLER or keep and maintain public records required by the public agency to perform the service. If the FLAGLER transfers all public records to the public agency upon completion of the contract, the FLAGLER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FLAGLER keeps and maintains public records upon completion of the contract, the FLAGLER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF FLAGLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FLAGLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

10. E-Verify: All requirements of Section 448.095, Florida Statutes, shall be complied with by Flagler. In accordance with, Section 448.095, Florida Statutes, Flagler shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Flagler enters into a contract with a subcontractor performing work or providing services on its behalf, Flagler shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Flagler shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Flagler, Flagler may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Flagler is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

11. Nothing contained in **Exhibit "A", Exhibit "B"** or in this Piggyback Contract is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

12. Notwithstanding any other provision in **Exhibit "A" or Exhibit "B"** to the contrary, the Original Government Contract and this Piggyback Agreement may only be amended through written amendment agreed to by both parties hereto.

13. Notwithstanding any other provision in **Exhibit "A"** or **Exhibit "B"** to the contrary, the City shall not indemnify, defend, or hold harmless Flagler or any other entity.

14. If there are any terms in **Exhibit "A"** or **Exhibit "B"** that conflict with the City's obligations under public records laws, Florida law, federal law, regulations, City Code, or any other legal requirements, such laws, regulations, Code, or requirements shall be followed and binding over the terms of the Original Government Contract.

15. All other provisions in the original government contract (**Exhibit "A"**) and the Participating Dealer Agreement (**Exhibit "B"**) are fully binding on the parties and will represent the agreement between the City of Fort Pierce and Flagler.

16. **Exhibit "D"** to this contract, an affidavit stating that Vendor does not use coercion for labor or services, must be signed by an officer or representative of Vendor upon entering the Agreement, in accordance with Florida Statute Section 787.06(14).

Entered this 3rd day of November, 2025.

FLAGLER TECHNOLOGIES, LLC:

By: Shana Clark *Shana Clark*

Title: Managing Member

Date: 11/3/2025

Attested by: *Casey Gates*

Name: Casey Gates

CITY OF FORT PIERCE:

By: *Linda Hudson*

Title: Mayor

Date: 11/3/2025

Attest: *Linda W. Cox*

Linda Cox, City Clerk

Approved as to Form and Correctness:

Sara Hedges, City Attorney

Exhibit A – Region 4 Education Service Center Contract #R250307
Exhibit B – Participating Dealer Agreement
Exhibit C – Quote #012199 V6 (CITY) / Quote #012332 v2 (FPPD)
Exhibit D – Affidavit of Coercion

EXHIBIT “A”

Region 4 Education Service Center Contract #R250307

Region 4 Education Service Center (ESC)

Contract # R250307

for

Cyber Security Solutions and Services

with

TD SYNNEX Corporation

Effective: October 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and TD SYNNEX Corporation, effective October 1, 2025:

I. Vendor Contract and Signature Form
II. Executed Offer and Signature Form
III. Supplier’s Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of June 24, 2025 by and between TD SYNNEX Corporation. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Cyber Security Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of **three (3) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract,
   ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
   iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
   iv. RFP and any Addenda,
   v. Region 4's Electronic Bid Certifications,
   vi. Offeror's Best and Final Offer, as accepted by Region 4, and
   vii. Offeror's proposal, as accepted by Region 4.

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “NON-PERFORMANCE /TERMINATION OF CONTRACT”.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “FORCE MAJEURE”.

e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “LICENSES AND PERMITS; PERFORMANCE”.

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “SURVIVAL”.

14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.

30) INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

REGION 4 EDUCATION SERVICE CENTER
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

GENERAL TERMS AND CONDITIONS

1 PROPOSAL PREPARATION

.1 **Contract for Purchase**

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 **Waiver of Preparation Costs and Claims**

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 **Confidentiality**

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term “CONFIDENTIAL” on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 **Preparation Guidance**

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR’s own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s’ attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

3 GENERAL TERMINOLOGY

Throughout this document, the terms “Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review https://region4esc.ionwave.net to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC’s Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

.1 REGION 4 ESC shall be designated as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy.

.2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.

.3 All of VENDOR'S insurance coverage shall be primary and non-contributory.

.4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.

.5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.

.6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.

.7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.

.8 Casualty Insurance and Securities-Minimum Requirements:

a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.

b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - $1,000,000; Aggregate - $2,000,000

c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:

d. Bodily Injury and Property Damage Combined Single Limit: $1,000,000

e. Umbrella Liability Insurance (Excess): $1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

12 PROPOSAL EVALUATIONS AND AWARDS

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,[1] REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
    - has its principal place of business in this state; or
    - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

[1] As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

15 TAX

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

16 WITHDRAWALS OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR’s representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR’S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

18 CONTRACTS AND PURCHASE ORDERS

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

19 NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement , the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled “Funding Out Clause.”
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

20 FORCE MAJEURE

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

.1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.

.2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.

.3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

.4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.

.5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.

.6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

.7 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

.8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

.9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.

.10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.

.11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.

.12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.

.13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.

.14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.

.15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.

.16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.

.17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor’s email address provided in the Vendor’s response to the RFP or at such other email address provided by Vendor.

24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

26 DISPUTES/VENUE/ATTORNEYS' FEES

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

27 WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

28 INTERPRETATION – PAROLE EVIDENCE

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

29 RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30 FUNDING OUT CLAUSE (NON-APPROPRIATION)

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

31 RELATIONSHIP OF PARTIES

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

32 INTELLECTUAL PROPERTY

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

33 RIGHT TO AUDIT

REGION 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. REGION 4 ESC shall have the authority to conduct random audits of VENDOR'S pricing that is offered at REGION 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that REGION 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement; REGION 4 ESC shall have the ability to conduct an extensive audit of VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by REGION 4 ESC.

34 PROPOSAL ACCEPTANCE

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

35 PAYMENT

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

36 LAWS AND REGULATIONS

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

37 LAW AND WAGE RATES

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

38 DAMAGES

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

39 VENDOR ASSURANCE

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

40 VENDOR EXPERIENCE

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

41 PROPRIETARY INFORMATION OR TRADE SECRETS

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

42 SURVIVAL

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR and REGION 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

43 SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

44 EDUCATIONAL RECORDS

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

45 CENTER'S CONFIDENTIAL INFORMATION

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

46 INVOICING AND PAYMENT

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

.1 One invoice shall be submitted per CENTER Purchase Order.

.2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

.3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
.4 Invoice shall reference the CENTER Purchase Order Number.
.5 Invoice shall be in duplicate.
.6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
.7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
.8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
.9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE

.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**

.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

.3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.

.4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.

.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

.6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

48 QUALITY, WARRANTY, AND SUBSTITUTIONS

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

.1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;

.2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;

.3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;

.4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;

.5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;

.6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;

.7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and

.8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.

.9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

49 LICENSES AND PERMITS; PERFORMANCE

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

50 SUPPORT

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

51 NO WAIVER OF BREACH

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

52 NO WAIVER OF IMMUNITY

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

53 PRODUCT RECALLS

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

54 TEXAS HAZARD COMMUNICATION ACT

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

55 HAZARDOUS MATERIALS

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

56 TEXAS PUBLIC INFORMATION ACT

.1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.

.2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.

.3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."

.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.

.5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

.6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.

.7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

57 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

58 NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

59 NON-EXCLUSIVITY

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

60 INTELLECTUAL PROPERTY

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

61 INDEBTEDNESS

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

62 FEDERAL GRANT REQUIREMENTS

.1 All contracts under federal awards must meet federal, state and local requirements.

.2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.

.3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).

.4 All services shall be completed during the effective dates of the Agreement.

.5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.

.6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.

.7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.

.8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.

.9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.

.10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).

.11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

.12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 (“EDGAR”), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC’s Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women’s business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name	TD SYNNEX Corporation
Address	5350 Tech Data Drive
City/State/Zip	Clearwater, FL 33760
Telephone No.	510-407058
Email Address	Randy.Finley@tdsynnex.com
Printed Name	Randy Finley
Title	Sr. Director, Business Development
Authorized signature	Signed by: Randy Finley 4349F10A8D89442...

Accepted by Region 4 ESC:

Contract No. R250307

Initial Contract Term 10/1/2025 to 9/30/2028

Linda Tinnerman
Region 4 ESC Authorized Board Member

6/24/2025
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

6/24/2025
Date

Victor E. White
Print Name

25-03 Addendum 2
TD SYNNEX Corporation
Supplier Response

Event Information

Number: 25-03 Addendum 2
Title: CYBER SECURITY SOLUTIONS
Type: Request for Proposal - Region 4 ESC
Issue Date: 3/5/2025
Deadline: 4/24/2025 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Wednesday, March 26, 2025, at 10:00 am
via ZOOM at https://esc4.zoom.us/j/92570375617?from=addon

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement Contract Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

TD SYNNEX Corporation Information

Contact: Janie Frandsen
Address: 39 Pelham Ridge Drive,
Greenville, SC., SC 29615
Phone: (864) 349-4390
Email: janie.frandsen@tdsynnex.com
Web Address: TDSYNNEX.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Janie Frandsen
Signature

Janie.frandsen@tdsynnex.com
Email

Submitted at 4/23/2025 08:53:15 AM (CT)

Supplier Note

The TD SYNNEX team recognizes the value your program brings to customers procuring through the Omnia Partners contract. We will continue to leverage our network of order fulfillment partners to grow this program with incremental revenue from other contract vehicles. We look forward to continuing our long-term partnership with the Region 4 ESC and Omnia Partners. We will be pleased to answer any questions you may have as you review and consider the merits of our response.

Requested Attachments

Offer and Contract Signature Form

Offer_and_Contract_Signature_Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Deviation Form

32725 Deviation Form FINAL.pdf

Please complete the Deviation Form, located on the Attachments tab, and upload the completed document here.

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Products and Pricing

Palo Alto and TD SYNNEX Products and Services Pricing.xlsx

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Added Services

ServiceSolv Brochures.zip

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA_Partners Exhibit_F_Federal_Funds_Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA_Partners_-_rk_ISSUES_Exhibit_G_New_Jersey_Business_Compliance_FE.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

W-9 Upload

W9 2025 TD SYNNEX CORPORATION.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Addendum No. 1

Region 4 Addendums 1 and 2.docx

Please complete Addendum No. 1 then upload signed document.

Response Attachments

TD SYNNEX Public Sector Business Development Team Coverage Map 20250311.pdf

Public Sector Contract Specialist contacts and coverage map.

TD Synnex-2023-corporate-citizenship-report.pdf

This report details TD SYNNEX's progress in sustainability and data collected during fiscal year 2023, the period between December 1, 2022, and November 30, 2023, unless otherwise noted. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports and corporate website.

D&B_TD SYNNEX CORPORATION_03.27.2025.pdf

TD SYNNEX is in good financial standing as referenced in the D&B Financial Analysis Report.

TD SYNNEX Public Sector Diversity Alliance Program - For Resellers.pdf

TD SYNNEX Diversity Alliance Program guide to allow a broad ecosystem of small and diverse resellers to leverage socioeconomic status to win business.

3 ServiceSolv-Company-Line-Card.pdf

Line Card and product descriptions for the Value Added Services offered by Td SYNNEX.

Palo Alto Networks Company Overview.pdf

Company Overview for Palo Alto, who is the TD SYNNEX bidding partner.

Palo Alto Letter for Omnia Cyber RFP _Synnex.pdf

This is to certify that TD SYNNEX is an authorized distributor of the products manufactured by Palo Alto Networks to all Omnia eligible customers.

2908931-25 TD SNX Monthly Line Card PDF Updates - Jan.pdf

TD SYNNEX Vendor Line Card

TD SYNNEX Marketing Plan.pdf

TD SYNNEX Public Sector Detailed Marketing Plan

TD SYNNEX response - Awards.docx

TD SYNNEX has received many prestigious Awards from OEM's conducting business with our company. This supports our reputation and standing in the industry as we conduct business with over 2,500 OEM's.

TD Synnex Corporation-NJ-Cert Copy of Application Certi.pdf

This Certification is referenced in Exhibit "G" as Document #8 as a mandatory requirement.

ISO-9001-5100 Liberty Way, Alliance Gateway Park, Fort Worth, TX, 76177-4008.pdf

ISO 9001-5100 Listing for TD SYNNEX Warehouses.

13 25-03 Cyber Security Solutions Addendum 1.pdf

Signed Proposal Addendum to extend due date to April 24, 2025

OMNIA Partners - Exhibit A Response for National Cooperative Contract FINAL.pdf

Extended descriptions of the responses in Exhibit A, 3.0 "Supplier Response" beginning on page 15 of the proposal, plus additional information supporting responses found in the portal.

Bid Attributes

1 CONTRACT DURATION

The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

☑ I certify compliance with this attribute.

2 NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL

Janie Frandsen

3 HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME

44

4 WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?

10800

5 WHAT ARE YOUR BUSINESS HOURS?

8:00 AM to 6:00 PM

6 IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

YES

7	**WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?** Provide your answer in number of DAYS after receipt of order (ARO). 45
8	**ACCOUNT MANAGER NAME** Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal. Evans Coleman
9	**ACCOUNT MANAGER EMAIL** evans.coleman@tdsynnex.com
10	**ACCOUNT MANAGER PHONE** (864) 305-7446
11	**PAYMENT REMITTANCE ADDRESS** Payments are sent directly to the Partners/Resellers
12	**PAYMENT REMITTANCE PHONE**
13	**CONTRACT/PURCHASE ORDER/QUOTE EMAIL** Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com. *No response*
14	**CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE** If applicable, please provide a fax number to send orders and quote requests.
15	**REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE** Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing. Contract number to receive a quote from the partner/reseller will be assigned upon award. The current contract to receive quotes is #R200803.
16	**COMPANY WEBSITE ADDRESS, IF APPLICABLE** https://www.tdsynnex.com/na/us/td-synnex-public-sector/contracts/
17	**HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?** In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal. We currently are awarded the OMNIA PARTNERS #R200803

18 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Westwind Computers Lupe Montoya-VP Sales 5655 Jefferson St NE Suite B, Albuquerque, NM 87109 Main number: (505) 345-4720

19 **REFERENCE 1 EMAIL**

lupe@wwpcinc.com

20 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Crystal Palmer Technical Support Manager 540-245-5058 18 Government Center Lane Verona, VA 24482 United States

21 **REFERENCE 2 EMAIL**

cpalmer@co.augusta.va.us

22 **REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Troy Cole County of Montgomery, VA Information Technology Director (540) 394-2120 ext. 54098 755 Roanoke Street Suite 2B Christiansburg, VA 24073

23 **REFERENCE 3 EMAIL**

coleta@montgomerycountyva.gov

24 **THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

South Carolina

25 **RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No response

26 **PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☑ I understand.

27 **PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☑ I understand.

28 **ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☑ I understand.

29 **Provide equipment manufacturer, equipment types and discounts off published list price.**

TD SYNNEX Corporation is a Fortune 100 broad-line computer products distributor with 11 warehouses and offices located nationwide. Our corporate line card has over 2,500 Original Equipment Manufacturers (OEM) listed in which we are their authorized distributor, providing distribution, logistics and marketing services in support of their respective product lines. Our OEM's rely on us to stock and support their 200,000+ products and solutions, but also to drive demand with Value Added Resellers (VARs) and Solution Providers, who in turn resell to end-user customers, both commercially and Public Sector based. We play a vital role at the center of the IT business partner's ecosystem by supporting our vendors – including well-known names in business to new and emerging companies, to help them bring their innovations to market and accelerate technology adoption. As an IT distributor, we make the connection between manufacturers and the reseller, providing a host of products and service.

30 **Define any freight charges.**

Region 4 ESC participating partners will receive free UPS and/or FedEx ground shipping for products that ship directly from a TD SYNNEX distribution center. This policy excludes expedited shipping costs (overnight, 2 day, etc.) and items over 150 pounds, OCONUS shipments, LTL shipments and/or items that require white glove services, liftgate services, and items such as heavyweight printers, wide format printers, large displays and televisions, batteries, paper, furniture/shelving, and other heavy/bulky items that require special delivery. Alternative carriers will used for OCONUS (Outside the continental United States) shipments, to include Alaska, Hawaii, Canada, or any offshore delivery. Shipping cost will vary by order.

31 **Describe how Offeror responds to emergency orders.**

To the extent the orders are Defense Priority Allocation System, those will be handled in accordance with the Defense Priorities and Allocations System.

32 **What is Offeror's average Fill Rate?**

Currently, the TD SYNNEX inventory fill rate is ~80%. TD SYNNEX has recently incorporated a new automated tool which has increased our fill-rate by 65% from the closest warehouses. This has improved Service Level Agreements and returned higher customer satisfaction.

33 **What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

TD SYNNEX Logistics follows the "Five Rights": the right product, in the right condition, with the right quantity, delivered at the right time with the right documentation: On-time delivery is 98.5% depending on weather related issues. Warehouse order accuracy is 99.6% for same-day ship

34 **Describe Offeror's return and restocking policy.**

TD SYNNEX has defined our return and restocking policy based on Return Types. They include 1) DOA/Defective Credit 2) Advance Swap 3) Damaged Shipments 4) Kit Returns 5) Stock Balance 6) TD SYNNEX Errors 7) Manufacturer Exception Returns 8) Return Refusal and Discrepancy Policy. Details are found in Exhibit A.

35 **Describe Offeror's ability to meet service and warranty needs.**

Services and warranties are offered both through OEMs and through the TD SYNNEX ServiceSolv ecosystem of authorized service providers. This allows OMNIA Partner members to determine the best provider for their service and warranty needs. There is a ServiceSolv Brochure added under the "Response Attachment" tab "Other Attachments".

36 **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Customer Care offers post-sales product support including returns and RMA processing. Telephone: 800-237-8931 option 3 Email: CSHelp@tdsynnex.com; Core hours are 8AM to 5 PM EST with limited converge to 8PM EST. eRMA through EcExpress is available 24/7.

37 **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

TD SYNNEX and its authorized resellers will adhere to a standard of net 30 for purchases made under this contract. Authorized Resellers will handle all invoicing for OMNIA Partners member agency orders. Resellers will not invoice their agency customers until after the product has been shipped. TD SYNNEX accepts procurement cards and there is no additional cost to OMNIA Partner member agencies for using this process. Authorized resellers will also be required to process p-card orders at no additional cost. TD SYNNEX is also pleased to work with partners and end user customers to offer a customized or specific leasing or financing program that works best for them.

38 **Describe Offeror's contract implementation/customer transition plan.**

TD SYNNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNNEX will require the reseller/partners to execute a new agreement stating the updated contract number.

39 **Describe the financial condition of Offeror.**

TD SYNNEX is in good financial standing. Reference the D&B Financial Analysis in "Response Attachments" Tab, "Other Attachments".

40 **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website’s capabilities and functionality.**

TD SYNNEX has a Customer Care Website to address Product Return Guidelines: https://www.tdsynnex.com/na/us/td-synnex-customer-care/. For quoting, ordering and reporting, there is a website specifically assigned to OMNIA Partners: OMNIA Partners@tdsynnex.com

41 **Describe the Offeror’s safety record.**

TD SYNNEX Total Case Incident rate (TCIR) in 2024 was 0.8909, our Lost Time Injury rates (LTI) frequency was 2.088 and LTI Severity was 0.095.

42 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

TD SYNNEX has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNNEX and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors. Headquartered in Fremont, CA and Clearwater, FL, TD SYNNEX is an industry leader in IT distribution with global operations.

43 **Describe Offeror's reputation in the marketplace.**

The expertise of SYNNEX has been recognized worldwide, with a range of accolades and awards. Our vendors, resellers and clients are proud to call us partners as we continue to support their business strategies with best-in-class technology and business solutions.TD SYNNEX is #76 in the Fortune 500 Business Ratings: Some awards include: Corporate Citizenship Recognition including: 2025, 2024, 2023 & 2022 Fortune World's Most Admired Company; 2025, 2024, 2023 & 2022 Great Place to Work® Certified; 2023 CRN Women & Diversity in Channel Award; 2024 & 2023 CRN Inclusive Channel Leaders; Received a score of 100 on the Human Rights Campaign Foundation's; 2023-2024 Corporate Equality Index. Please refer to the Response Attachments tab "Other Attachments" to view the "Awards" document.

44 **Describe Offeror's reputation of products and services in the marketplace.**

TD SYNNEX Corporation is a Fortune 100 broad-line computer products distributor with an exceptional reputation delivering products and services globally. With over 2,500 Original Equipment Manufacturers (OEM) listed on our line card,

45 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

As a distributor, TD SYNNEX will onboard our partners/resellers to the OMNIA contract and update the affiliate list on a monthly basis. All Authorized Reseller participation will be in accordance with the Terms and Conditions set forth in the OMNIA Master Agreement. TD SYNNEX currently has over 500 "affiliates" utilizing the OMNIA Partners contract we currently hold and we verify compliance of our affiliates based on performance to the contract.

46 **Describe the experience and qualifications of key employees.**

At TD SYNNEX, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts. We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery.

47 **Describe Offeror's experience working with the government sector.**

For over 30 years, TD SYNNEX Public Sector has focused solely on the public sector. We provide your business with access to in-house subject matter experts aligned with specific technology domains to use our market intelligence to drive informed sales and marketing strategies. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

48 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

None

49 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

TD SYNNEX holds licenses State, Federal regulatory requirements within all 50 states.

50 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

51	**Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.** TD SYNNEX is providing out entire line card of OEM's and their services. There are over 2,500 OEM's listed for access to all OMNIA Partner agencies to procure product and services from. We have uploaded our ServiceSolv line card under Response Attachments, and our OEM/Vendor line cards under the "Response Attachments" tab "Other Attachments".
52	**Include a per diem rate.** Contracts are Firm Fixed Price with No Per Diem offered.
53	**For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.** There are no additional charges or a minimum charge of hours for outside of regular working hours.
54	**Is pricing available for all products and services?** Yes. Pricing and discounts are included in the response under the files uploaded "Products and Pricing". There is also a pricing and discount matrix assed to the "Response Attachments" tab under "Other Attachments" that outlines the TD SYNNEX OEM's and their pricing discounts.
55	**Describe any shipping charges (where applicable).** Shipping charges are included in the price of the products unless there are additional circumstances involved such as overnight deliveries.
56	**Provide pricing for warranties on all products and services.** Warranties are included standard warranties applied from OEM's
57	**Describe any return or restocking fees.** As the distributor of manufacturer branded products, TD SYNNEX must adhere to the manufacturer's return policies. These policies include adhering to final dates of return or restocking fees for returns. At a minimum, TD SYNNEX agrees to a 30 day return policy for unopened product. Not all product lines are eligible for this return policy. Check with your TD SYNNEX salesperson to verify specific eligibility.
58	**Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.** TD SYNNEX can offer special discounts and incentives on a case-by-case basis.
59	**Describe how customers verify they are receiving Contract pricing.** TD SYNNEX has a defined quoting process for our authorized partner/resellers. These fees are based off the OMNIA contract catalog prices with the discounts included and will be quoted by a dedicated OMNIA contract quoting group.
60	**Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category** discounts should not change over the term of the Contract. TD SYNNEX does not expect the pricing structure to change, however as we receive new price files from the OEM's, the prices are updated in our database and reflected in the catalog quotes.
61	**Describe how future product introductions will be priced and align with Contract pricing proposed.** All discounts provided within this response will be valid for the contract duration. New products will be added at discounted rate per category as found in the "Response Attachments" tab, "Products and Pricing"

62 **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

TD SYNNEX has a strong Diversity Alliance Program which includes partners in support of government agencies. Please find the Program Details in the "Response Attachments Tab", under "Other Attachments"

63 **Minority Women Business Enterprise Certification**

If yes, list certifying agency.

N/A

64 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

N/A

65 **Historically Underutilized Business (HUB) Certification**

If yes, list certifying agency.

N/A

66 **Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

N/A

67 **Other recognized diversity certificate holder**

If yes, list certifying agency

N/A

68 **Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.**

Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

TD SYNNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNNEX will require the reseller/partners to execute a new agreement stating the updated contract number. TD SYNNEX currently holds these cooperative agreements: • Equalis Group Technology Solutions R10-1173F; NCPA 01-170 Advanced Technology Solutions Aggregator; OMNIA Partners Cyber Security Solutions #R200803; PEPPM 2024 – Wholesaler Technology Catalog; Sourcewell 020624-SYN TD SYNNEX will continue to promote the value of the OMNIA Partners contract, the number of supported agencies and resellers currently using the contract today.

69 **Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

70 **Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes
☐ No

71 **Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes
☐ No

72 **Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Randy Finley-Sr. Director Public Sector randy.finley@tdsynnex.com- • (800) 2378931 x4001887; Marketing: Melissa Tomberg, Sr. Marketing Program Manager, Melissa.Tomberg@tdsynnex.com, (800) 2378931 x4102582: Sales, Sales Support and Financial Reporting: OMNIA@TDSYNNEX.com; Financial Reporting: contracts@TDSYNNEX.com; Contracts: ContractsAdmin@tdsynnex.com;

73 **Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

The Public Sector organization consists of approximately 800 co-workers. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

74 **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

TD SYNNEX has dedicated Business Development Contract Specialists supporting OMNIA as the main contacts for the Sales Teams across the U.S. As these contacts are geographically assigned, similar to the OMNIA Partners contract we currently support, our experts work in conjunction with OMNIA personnel to assist in closing opportunities. Please refer to the Public Sector Coverage Map under "Response Attachment" "Other Attachments" to see the coverage.

75 **Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare. As we include the full TD SYNNEX line card across all 50 states, the contract encompasses cross industry selling and support. Ongoing Contract Program Management Activities include, but are not limited to: • Training/webinars - initial and ongoing • Product Refresh - marketing and communication • Business Development-slip/gain report for both reseller and manufacturer • Business Development-monthly sales report to Manufacturer with email updates; • Quarterly Business Review for reseller (or as needed); • Quarterly Business Review for manufacturers • Identification of potential seasonal pricing (hot list) for the OMNIA Partners community • Quarterly Business Review webinar for reseller community • Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our Public Sector SLED events • Maintenance of authorized reseller database with contact information • Contract reporting and Administrative fee payment to OMNIA Partners • Pricing updates as well as new product identification and submission. TD SYNNEX has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the TD SYNNEX purchasing system. Any issues are noted and resolved to ensure 100% compliance. the reporting period. TD SYNNEX compares reseller/partner sales to our POS data to ensure accuracy. References of our contract support are available upon request.

76 **State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

TD SYNNEX is a Distributor supporting 500+ current partners/resellers under the OMNIA Partners contract. These contacts will be provided the opportunity to transfer to the new contract to continue conducting business through the OMNIA Partners contract. TD SYNNEX has enjoyed a very strong relationship with OMNIA Partners current contract and look forward to conducting business under the new contract. The Top 10 partners/resellers that have sold through the OMNIA contract are: Reseller Agency Totals UPSTATE WHOLESALE SUPPLY INC, DBA BRITE $ 5,097,023.00 BLUEALLY TECHNOLOGY SOLUTIONS, LLC $ 2,537,441.43 COMPULINK TECHNOLOGIES INC. $ 2,478,988.24 COMPUTERS AT WORK INC $ 2,171,420.61 RAJ SOMAS (NYC FISA) $ 1,591,475.10 SENTINEL TECHNOLOGIES $ 1,143,204.86 CS BUSINESS SYSTEMS $ 1,052,039.10 FLAGLER TECHNOLOGIES LLC $ 1,027,837.60 COMPUTACENTER UNITED STATES INC. $ 993,348.56 TRACE3, LLC $ 975,332.54

77 **Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[redacted]

78 **Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[redacted]

79	**Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement** To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. [redacted]
80	**Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.** ☑ Yes
81	**Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.** ☑ Yes
82	**Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.** ☑ Yes
83	**Products/Pricing - Upload on Response Attachments Tab** i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. · Complete the applicable Pricing information o Provide equipment manufacturer, equipment types and discount off published list price. o Define any freight charges. o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response. o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D. Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

84	**Not to Exceed Pricing** Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

85	**Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.** TD SYNNEX has 11 Distribution Facilities and Warehouses across the U.S. The total square footage is 4,758,605.

86	**Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,** to include, but not limited to: i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days Executive Leadership will promote the award of the OMNIA Partners contract during OEM and partner calls and promote recruitment of Dealers using the Public Sector Contract Specialists dedicated to assist in onboarding new partners/resellers. Internal messaging will include Webinars and marketing tools for the sales force access via the Website.

87 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective**

Public Agencies nationwide immediately upon award, to include, but not limited to:
i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
• OMNIA Partners standard logo;
• Copy of original Request for Proposal;
• Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
• Summary of Products and pricing;
• Marketing Materials
• Electronic link to OMNIA Partners' website including the online registration page;
• A dedicated toll-free number and email address for OMNIA Partners

First 90 Days Upon award, communicate to vendor and internal Product Management/Business Development teams. Develop contract terms and conditions statement, pricing calculator, and published contract price file. Review administrative requirements. Update OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation. Social Media awareness campaign to direct customers to our website. Determine manufacturer's strategy and reseller engagement. Establish reseller qualifiers, sales minimums, agreement. Review contract requirements with authorized resellers. Review required business plan/marketing plan from authorized resellers. Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers. Where applicable, conduct joint road shows to promote/train. Publish TD SYNNEX Corporation press release. Provide marketing collateral for resellers. Reseller call campaign to reach out to partners to inform them of the contract. Dealer visits from our Account Managers to evangelize the contract. Dealer Partner live webinar series. "Educate and Inform" stage to ensure reseller customers are aware of the contract. Conference calls and webinars to inform reseller customers of OMNIA Partners. Trade shows, events, and virtual events. Government Navigator business intelligence tool to help Dealer partners uncover opportunities. Email campaign at the Account Manager level. OMNIA Direct line 800-237-8931 toll free

88 **GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

89 **DEVIATIONS TO TERMS AND CONDITIONS**

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☑ I certify compliance with this attribute.

90

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Not Applicable-firm is a publicly held corporation

91

NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

92

CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity ***and*** have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

93

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

94	**DISCLOSURE OF INTERESTED PARTIES**
	Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
	(1) requires an action or vote by the governing body; or
	(2) has a value of $1 million or more; or
	(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.
	
	NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).
	
	If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.
	
	Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.
	
	Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
	(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
	(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.
	
	IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.
	
	THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:
	• *a sponsored research contract of an institution of higher education;*
	• *an interagency contract of a state agency or an institution of higher education;*
	• *a contract related to health and human services if:*
	  • *the value of the contract cannot be determined at the time the contract is executed; and*
	  • *any qualified vendor is eligible for the contract;*
	• *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
	• *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
	• *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*
	
	☑ I certify compliance with this attribute.

95

CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

96

ENTITITES THAT BOYCOTT ISRAEL

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

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FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

98

FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

100

CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

OPTION A - No proprietary information

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CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

103

CONTRACTING INFORMATION

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

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ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

105

FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

106	**FEDERAL RULE (B) - TERMINATION CONDITIONS** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
107	**FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

108	**FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT** **(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
109	**FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** **(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
110	**FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** **(F)**If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

111	**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

113

FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

114

FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115

FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

116

FEDERAL RULE (L) - BUY AMERICAN PROVISIONS

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

117

FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

118

FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

119

FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

120

FEDERAL RULE - SOLID WASTE DISPOSAL ACT

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

121

APPLICABLITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

122

COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

123

INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

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EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

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SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

126	**CHANGE IN LAW AND COMPLIANCE WITH LAWS** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

Response to Request for Proposal

Solicitation Number 25-03

Cyber Security Solutions

By

Region 4 Education Service Center

In Partnership with

OMNIA Partners, Public Sector





Prepared By

TD SYNNEX Corporation
39 Pelham Ridge Drive, Greenville, SC 29615
April 23, 2025

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 25-03

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions

SUBMITTAL DEADLINE: Thursday, April 17, 2025, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Cyber Security Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions. Addendum No.1 is hereby issued as follows:

1. **Questions Deadline**: The deadline for receipt of questions this RFP is hereby changed in the Calendar of Events to from Friday, March 28, 2025 to the date & time below:

    - Thursday, March 27, 2025 @ 5:00 PM Central Time

This date aligns with Region 4 ESC's Procurement System, IONWAVE.

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TD SYNNEX

Contact Person Randy Finley

Signature Signed by: Randy Finley 4348F10A8DB8442...

Date Apr 9, 2025 | 12:54:53 EDT

Crystal Wallace, CTSBS
Region 4 Education Service Center
Procurement Contract Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 25-03

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Cyber Security Solutions

This Addendum No. 2 amends the Request for Proposals (RFP) for Cyber Security Solutions ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. SUBMITTAL DEADLINE: THURSDAY, APRIL 24, 2025, 2:00 PM CENTRAL TIME

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TD SYNNEX

Contact Person Randy Finley

Signature Signed by: Randy Finley 4349F10A8D89442...

Date Apr 18, 2025 | 12:57:22 EDT

Crystal Wallace
Region 4 Education Service Center Procurement
Contract Specialist

Cyber Security Solutions
Solicitation Number 25-03
Addendum No. 2

DEVIATION FORM for Region 4 ESC Terms ONLY
(Deviations for OMNIA Partners should be submitted by redlining the document)

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification (Deviation should be submitted in detail by redlining the documents when possible)	Accepted (For Region 4 ESC's use)
[redacted]	[redacted]	[redacted]	
	[redacted]		
	[redacted]		

TD SYNNEX | Public Sector

April 22, 2025

Region 4 Education Service Center
7145 West Tidwell Rd.
Houston, TX 77092
In Partnership with Omnia Partners
5001 Aspen Grove Dr.
Franklin, TN 37067

Re: **Region 4 Education Service Center and Omnia Partners RFP #25-03 for Cyber Security Solutions**

Dear Sir/Madam:

TD SYNNEX Corporation appreciates the opportunity to propose an innovative program utilizing our tier-one OEM solutions, authorized reseller/integrator partners, and world-class program management. This document, along with the materials listed in Appendix A, represents our formal response to this RFP. Our response does not contain any proprietary information.

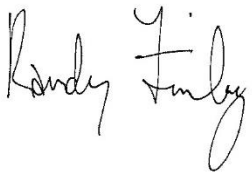
TD SYNNEX Corporation is pleased to offer Region 4 Education Service Center (ESC) member agencies, in partnership with Omnia Partners, access to the full line of Palo Alto Networks products. Palo Alto Networks, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transformative technology. Their mission is to be the cybersecurity partner of choice, protecting the digital way of life.

Additionally, TD SYNNEX Corporation offers Region 4 ESC member agencies, in partnership with Omnia Partners, access to over 2,500 original IT manufacturers, providing comprehensive advanced technology solutions through the Omnia Partners contract without the need for multiple contracts.

The TD SYNNEX team recognizes the value your program brings to customers procuring through the Omnia Partners contract. We will continue to leverage our network of order fulfillment partners to grow this program with incremental revenue from other contract vehicles. We look forward to continuing our long-term partnership with the Region 4 ESC and Omnia Partners.

We will be pleased to answer any questions you may have as you review and consider the merits of our response.

Sincerely,



Randy Finley
Senior Director
Public Sector Business Development

TD SYNNEX Corporation
39 Pelham Ridge Drive
Greenville, South Carolina 29615
(510) 402-7058
randy.finley@tdsynnex.com

Additional Attachments In the Portal

1. TD SYNNEX Public Sector Business Development Team Coverage Map 20250311.pdf
2. TD Synnex-2023-corporate-citizenship-report.pdf
3. D&B_TD SYNNEX CORPORATION_03.27.2025.pdf
4. TD SYNNEX Public Sector Diversity Alliance Program - For Resellers.pdf
5. ServiceSolv-Company-Line-Card.pdf
6. Palo Alto Networks Company Overview.pdf
7. Palo Alto Letter for Omnia Cyber RFP _Synnex.pdf
8. 2908931-25 TD SNX Monthly Line Card PDF Updates - Jan.pdf
9. TD SYNNEX Marketing Plan.pdf
10. TD SYNNEX response - Awards.docx
11. TD Synnex Corporation-NJ-Cert Copy of Application Certi.pdf
12. ISO-9001-5100 Liberty Way, Alliance Gateway Park, Fort Worth, TX, 76177-4008.pdf
13. 25-03 Cyber Security Solutions Addendum 1.pdf
14. Cover Letter and Exhibit A Response

APPENDIX B

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACTS

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for On-Demand Logistics (Rideshare), Meals, and Logistics Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier nationally to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through its available marketing channels as appropriate with OMNIA Partners' overall marketing strategy.

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

The OMNIA Partners Manufacturer Enablement Team will work in conjunction with Supplier and supporting manufacturers of awarded products available through awarded Supplier (where applicable) to promote the Master Agreement through initiatives that may include:

A. Driving speed to market to reach Public Agencies through process innovation
B. Encouraging competitive manufacturer offerings
C. Providing enhanced data driven analytics to suppliers and manufacturers
D. Identifying participant engagement opportunities for Suppliers and manufactures

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform. Supplier is expected to embrace OMNIA Partners' technology enabled tools including its ecommerce platform, OPUS. The ecommerce platform may include integrating supplier's catalog into the platform (if applicable), providing keywords to allow for quick connects, responding and reporting any leads that come to the supplier via their quick connect link in OPUS.

[redacted]

1.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform
ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications
iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iv. Design, publication and distribution of co-branded marketing materials within first 90 days
v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)
vii. Dedicated OMNIA Partners page on Supplier's website with:
    - OMNIA Partners standard logo.
    - Copy of original Request for Proposal.
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
    - Summary of Products and pricing.
    - Marketing Materials
    - Electronic link to OMNIA Partners' website.
    - A dedicated toll-free number and email address for OMNIA Partners

The 90-Day Plan is outlined in Section 3.3, Vendor Response below, plus there is a copy uploaded of our Marketing Plan provided under the "Response Attachments" tab. TD Synnex currently holds an OMNIA Partners contract award #R200803 which has been very successful for both companies. As part of the award, TD SYNNEX has met all the above requirements. The TD SYNNEX OMNIA Partners contract currently has over 2,500 OEM's listed through TD SYNNEX. The current URL for the contract found on the TD SYNNEX main contracts page is: OMNIA Partners – TD SYNNEX Public Sector.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

TD SYNNEX shares our logo with OMNIA Partners today and enjoys full marketing rights for communications and promotions. We also suggest to our customer partners to display the OMNIA logo at trade show events, on presentations and their marketing events and campaigns.

1.4 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100 Million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.5 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier.

Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies.

Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide.

Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process.

1.6 Objectives of Cooperative Program

Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing
This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to

OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

As part of the attributes in Ion Wave, Offeror's are to supply the following information, in order for the Principal Procurement Agency to determine the Offeror's ability to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

TD SYNNEX has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNNEX and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors.

Headquartered in Fremont, CA and Clearwater, FL, TD SYNNEX is an industry leader in IT distribution with global operations. TD SYNNEX is listed on the New York Stock Exchange (NYSE: SNX) and is ranked #64 on the 2023 Fortune 500. TD SYNNEX has built upon its core distribution business to create a highly efficient hybrid model that provides customers with a wide range of solutions and value-added services. A publicly-traded corporation on the New York Stock Exchange (SNX), TD SYNNEX is a global business process services company, providing outsourcing services in IT distribution, contract assembly, logistics management, and more to resellers and original equipment manufacturers (OEMs) around the world. TD SYNNEX distributes technology products from more than 2,500 world-leading IT OEM suppliers to more than 25,000 resellers throughout the US, Canada, and Mexico. Our focused product categories include IT systems, rugged mobility, peripherals, system components, software, and networking. TD SYNNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings. TD SYNNEX Public Sector has been exclusively focused on the Public Sector, including higher education customers, since 1991.

The Public Sector organization consists of approximately 800 co-workers. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

B. Total number and location of salespersons employed by Supplier.

The Public Sector organization consists of approximately 800 co-workers focused on the OMNIA contract. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal.

TD SYNNEX Office Facilities:

- Fremont, CA (44201 Nobel Drive, Fremont, CA 94538)
- Clearwater, FL (16202 Bay Vista Drive, Clearwater, FL 33760)

- Greenville, SC (39 Pelham Ridge Drive, Greenville, SC 29615)
- Herndon, VA (DLT Solutions, 2411 Dulles Corner Park #800, Herndon, VA 20171)
- Gilbert, AZ (410 E Rivulon Blvd, Suite 201, Gilbert, AZ 85295)

C. Number and location of support centers (if applicable) and location of corporate office.

TD SYNNEX main headquarters is in Fremont, CA and Clearwater, FL, TD SYNNEX is an industry leader in IT distribution with global operations.

TD SYNNEX' distribution model focuses on top-tier manufacturers, offering value-added resellers, system integrators, and solution providers access through knowledge based sales consultants. We have over 1 million square feet of warehouse space across 11 distribution centers, located strategically throughout the United States.

TD SYNNEX offers:

- Proven distribution, logistics and product management processes
- Excellent past performance in the Public Sector market
- A national presence and nationwide distribution network
- ISO 9001-certifed supply chain that increases efficiencies and reduces costs
- Supply Chain Risk Management (SCRM) Plan (available upon request)
- Customs-Trade Partnership Against Terrorism (C-TPAT) Certified
- Membership in Transported Asset Protection Association (TAPA)
- Experienced government contractor with both Federal and State contracts
- A nationwide network of value-added resellers and solution providers with one or more SBA certified small business socio-economic statuses.

TD SYNNEX Distribution Centers:

- Chino, California
- Fontana, California
- Tracy, California
- Miami, Florida
- Suwanee, Georgia
- Romeoville, Illinois
- South Bend, Indiana
- Southaven, Mississippi
- Swedesboro, New Jersey
- Columbus, Ohio
- Fort Worth, Texas.



D. Annual sales for the three previous fiscal years.

TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

TD SYNNEX Public Sector fiscal year 2022 public sector sales were in excess of $11.2 Billion (18.0% of overall company revenue):

- Education $4 Billion
- State/Local government $3.3 Billion
- Federal $3.9 Billion

TD SYNNEX Public Sector fiscal year 2023 public sector sales were in excess of $11.6 Billion (20.2% of overall company revenue):

- Education $3.9 Billion
- State/Local government $3.5 Billion
- Federal $4.0 Billion

TD SYNNEX Public Sector fiscal year 2024 public sector sales were in excess of $12.5 Billion (21.4% of overall company revenue):

- Education $4.5 Billion
- State/Local government $4.1 Billion
- Federal $3.9 Billion

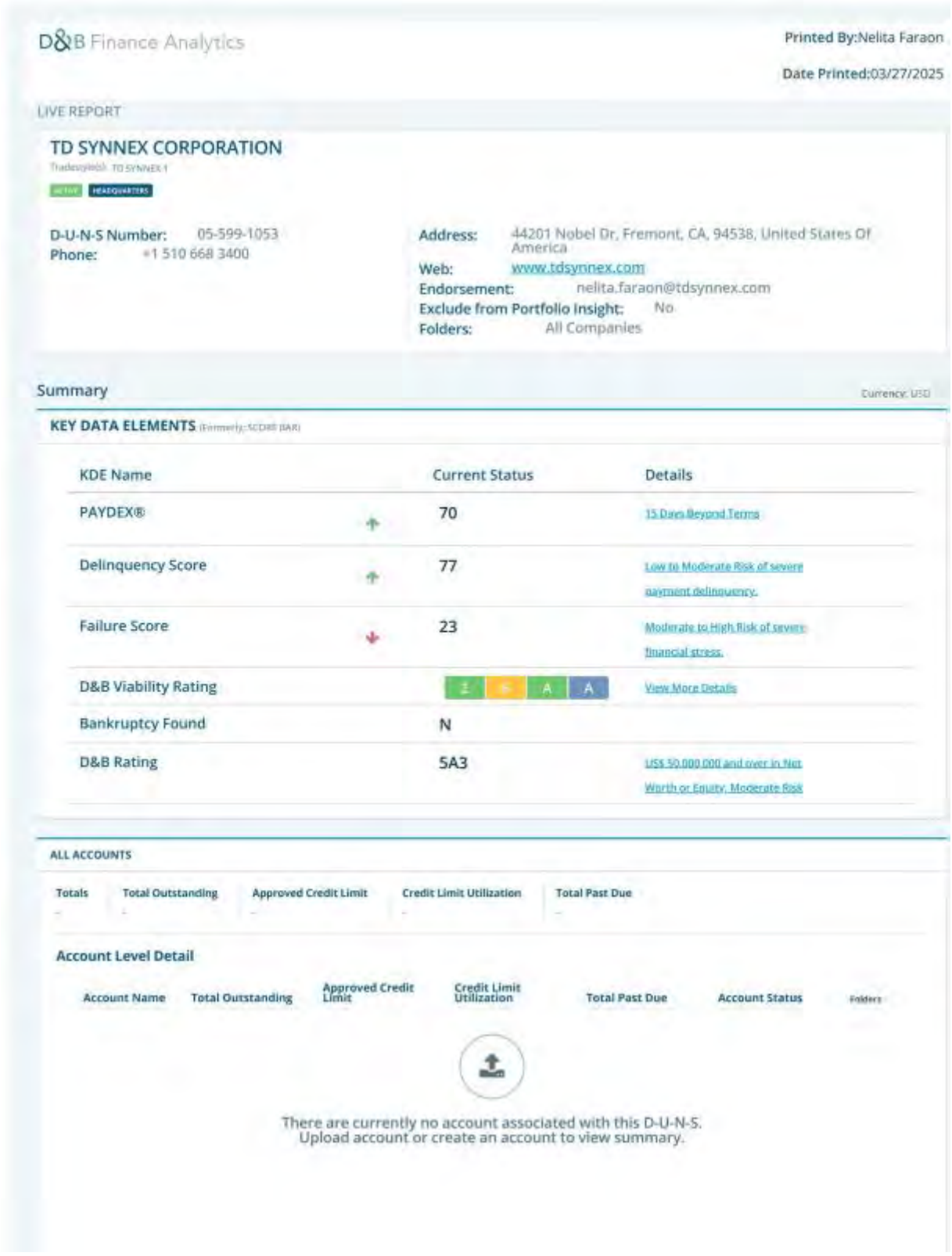
TD SYNNEX fiscal year starts on December 1st of the current year and ends on November 30th of the following year.

FY 2022 $62,343,800,000.00
FY 2023 $57,555,400,000.00
FY 2024 $58,452,400.000.00

a. Submit FEIN and Dunn & Bradstreet report.

TD SYNNEX FEIN is 94-2703333

D&B Financial report is below, and a .pdf of the report has been attached in the "Response Attachments Tab, "Other Attachments".



D&B Finance Analytics

Printed By:Nelita Faraon

Date Printed:03/27/2025

LIVE REPORT

TD SYNNEX CORPORATION

Tradestyle(s): TD SYNNEX 1

ACTIVE HEADQUARTERS

D-U-N-S Number: 05-599-1053
Phone: +1 510 668 3400

Address: 44201 Nobel Dr, Fremont, CA, 94538, United States Of America
Web: www.tdsynnex.com
Endorsement: nelita.faraon@tdsynnex.com
Exclude from Portfolio Insight: No
Folders: All Companies

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCOR® (BAR))

KDE Name	Current Status	Details
PAYDEX®	70	15 Days Beyond Terms
Delinquency Score	77	Low to Moderate Risk of severe payment delinquency.
Failure Score	23	Moderate to High Risk of severe financial stress.
D&B Viability Rating	1 E A A	View More Details
Bankruptcy Found	N	
D&B Rating	5A3	US$ 50,000,000 and over in Net Worth or Equity. Moderate Risk

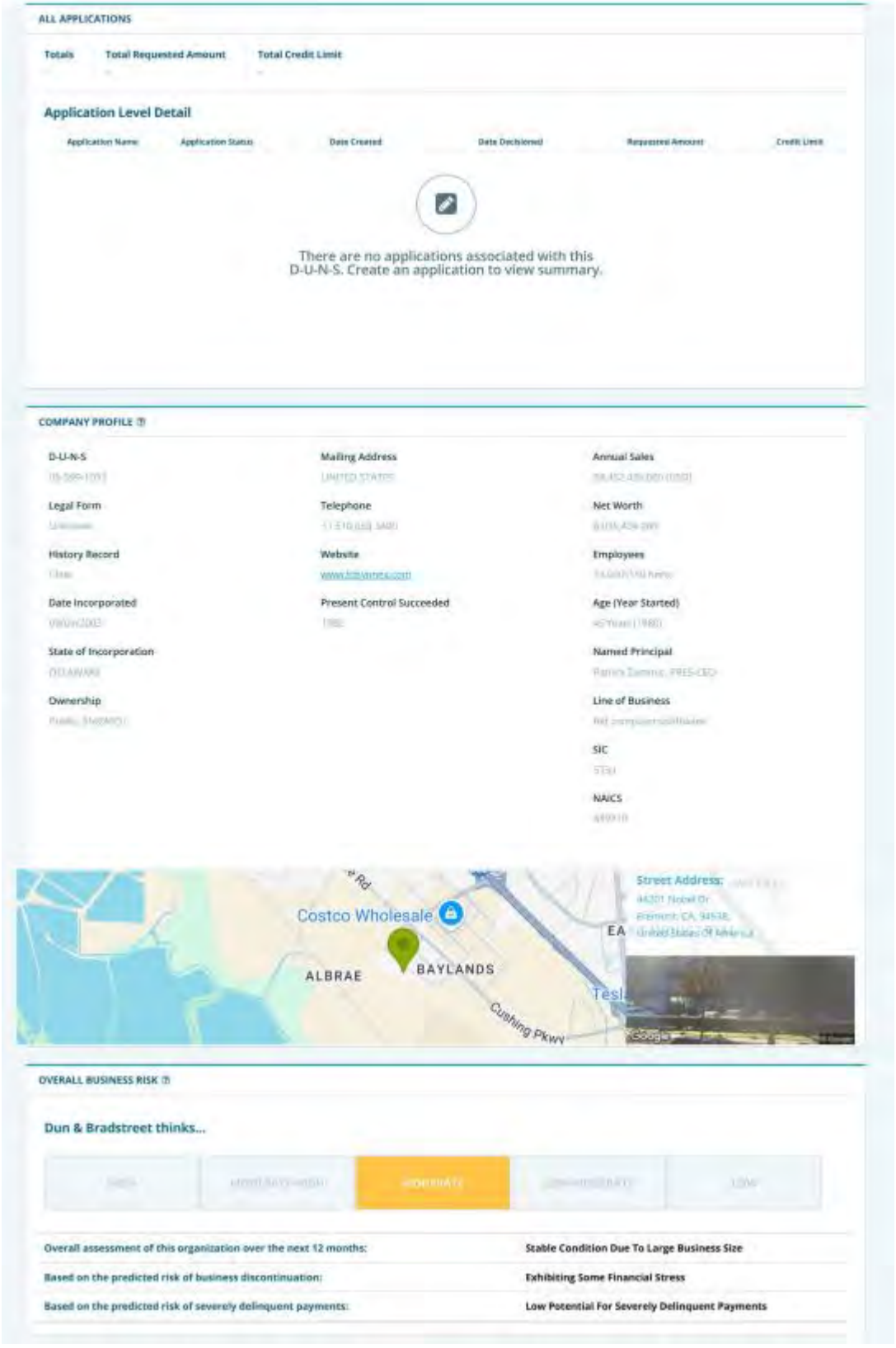
ALL ACCOUNTS

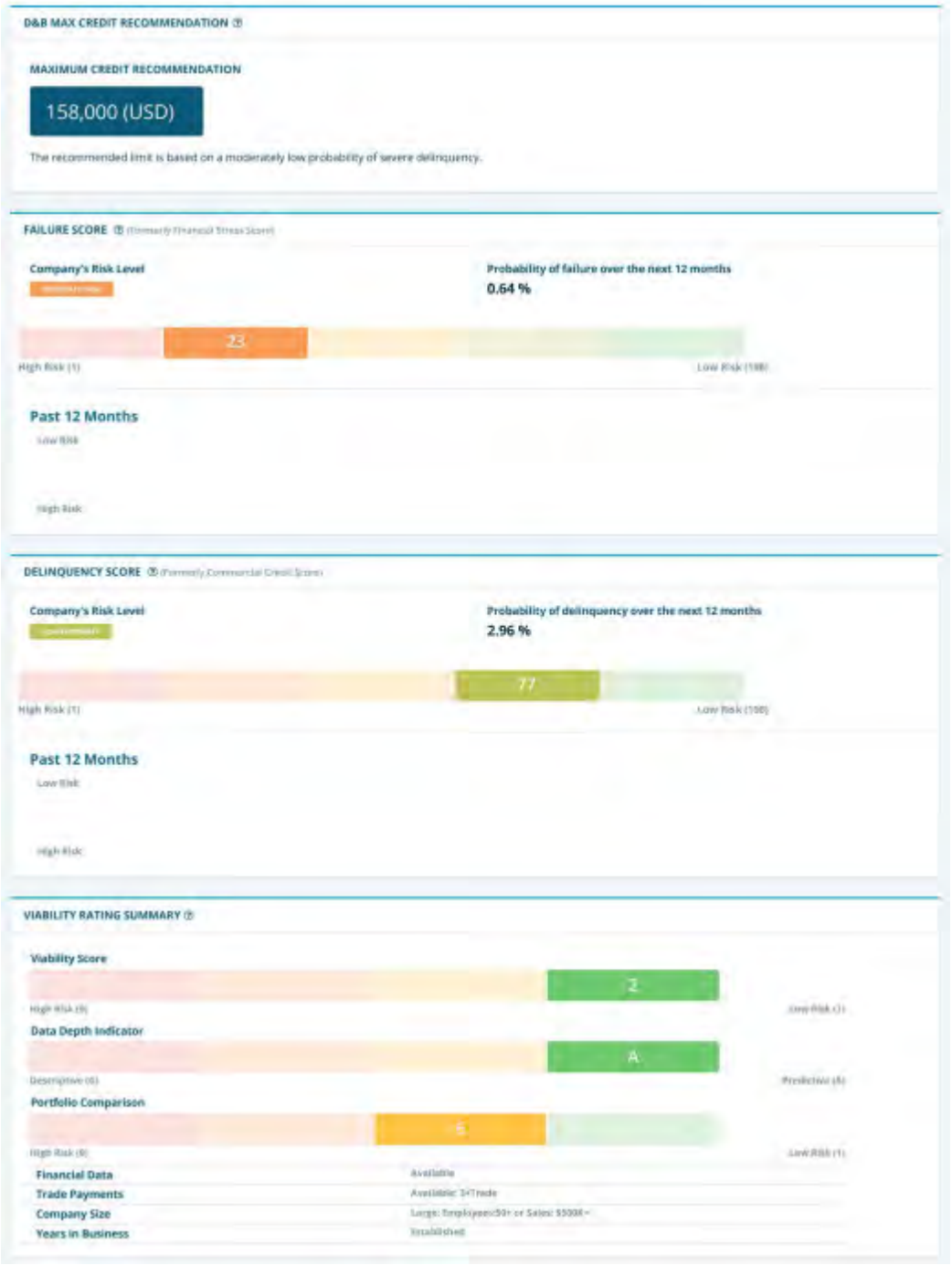
Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
-	-	-	-	-

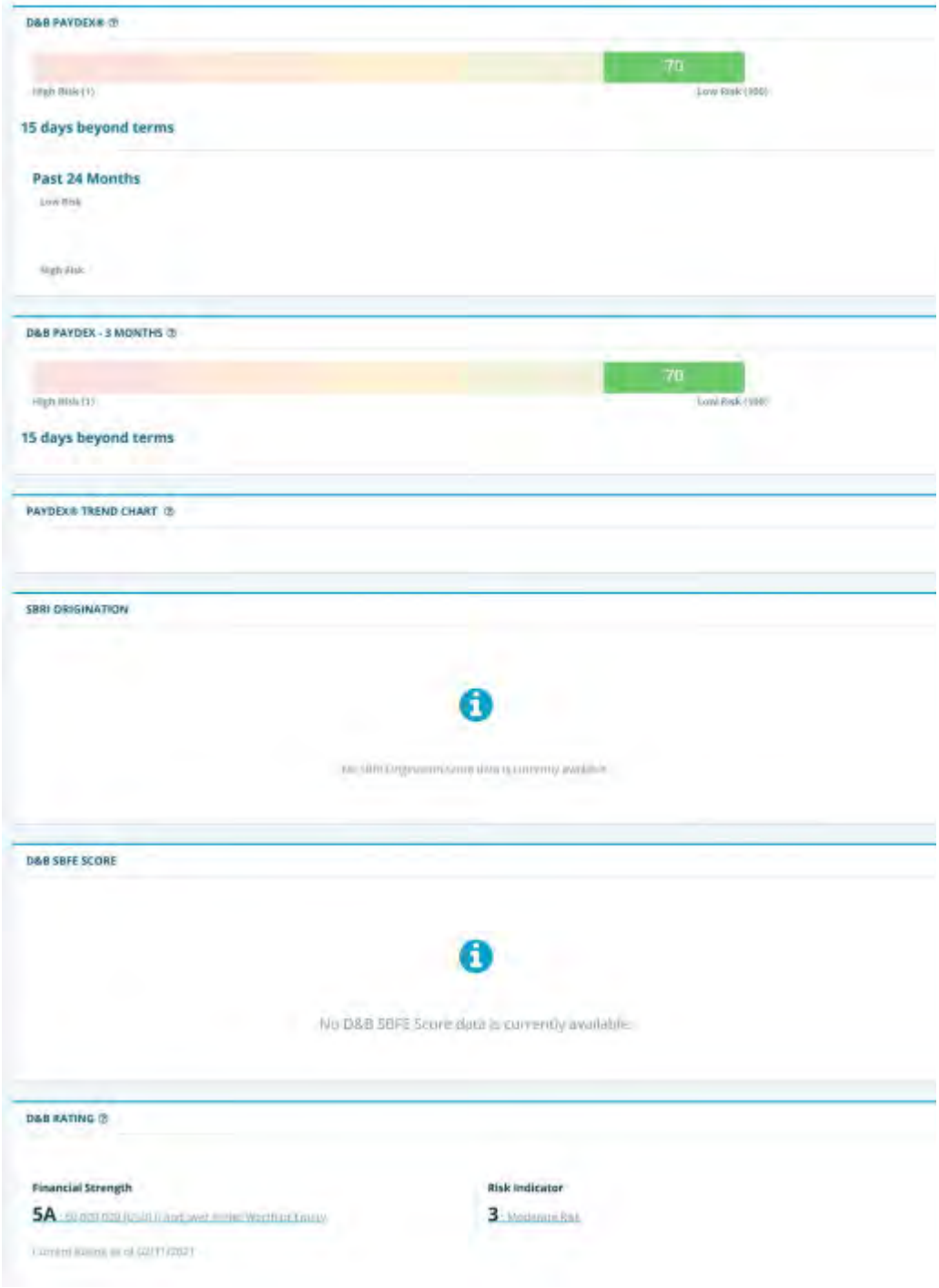
Account Level Detail

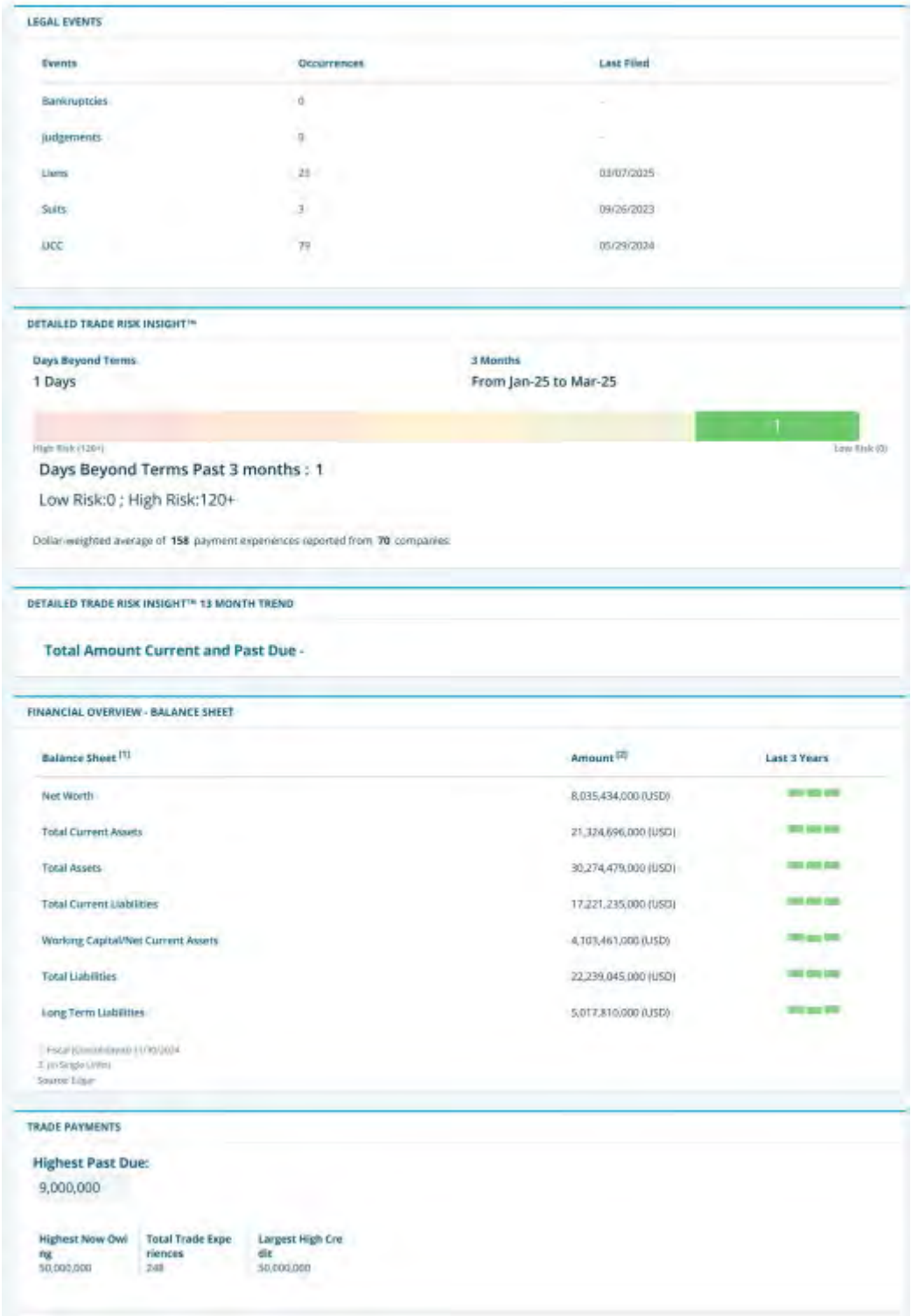
Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Account Status	Folders

There are currently no account associated with this D-U-N-S.
Upload account or create an account to view summary.


ALL APPLICATIONS
Totals
Total Requested Amount
Total Credit Limit
Application Level Detail
Application Name
Application Status
Date Created
Date Decisioned
Requested Amount
Credit Limit
There are no applications associated with this D-U-N-S. Create an application to view summary.
COMPANY PROFILE
D-U-N-S
Mailing Address
Annual Sales
Legal Form
Telephone
Net Worth
History Record
Website
Employees
Date Incorporated
Present Control Succeeded
Age (Year Started)
State of Incorporation
Named Principal
Ownership
Line of Business
SIC
NAICS
Costco Wholesale
ALBRAE
BAYLANDS
Cushing Pkwy
Street Address:
OVERALL BUSINESS RISK
Dun & Bradstreet thinks...
Overall assessment of this organization over the next 12 months:
Stable Condition Due To Large Business Size
Based on the predicted risk of business discontinuation:
Exhibiting Some Financial Stress
Based on the predicted risk of severely delinquent payments:
Low Potential For Severely Delinquent Payments


D&B MAX CREDIT RECOMMENDATION
MAXIMUM CREDIT RECOMMENDATION
158,000 (USD)
The recommended limit is based on a moderately low probability of severe delinquency.
FAILURE SCORE
Company's Risk Level
Probability of failure over the next 12 months
0.64 %
23
Past 12 Months
DELINQUENCY SCORE
Company's Risk Level
Probability of delinquency over the next 12 months
2.96 %
77
Past 12 Months
VIABILITY RATING SUMMARY
Viability Score
2
Data Depth Indicator
A
Portfolio Comparison
5
Financial Data
Trade Payments
Company Size
Years in Business


D&B PAYDEX®
70
15 days beyond terms
Past 24 Months
D&B PAYDEX - 3 MONTHS
70
15 days beyond terms
PAYDEX® TREND CHART
SBRI ORIGINATION
D&B SBFE SCORE
No D&B SBFE Score data is currently available.
D&B RATING
Financial Strength
5A
Risk Indicator
3



LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	23	03/07/2025
Suits	3	09/26/2023
UCC	79	05/29/2024

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Jan-25 to Mar-25

1

High Risk (120+) Low Risk (0)

Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **158** payment experiences reported from **70** companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET

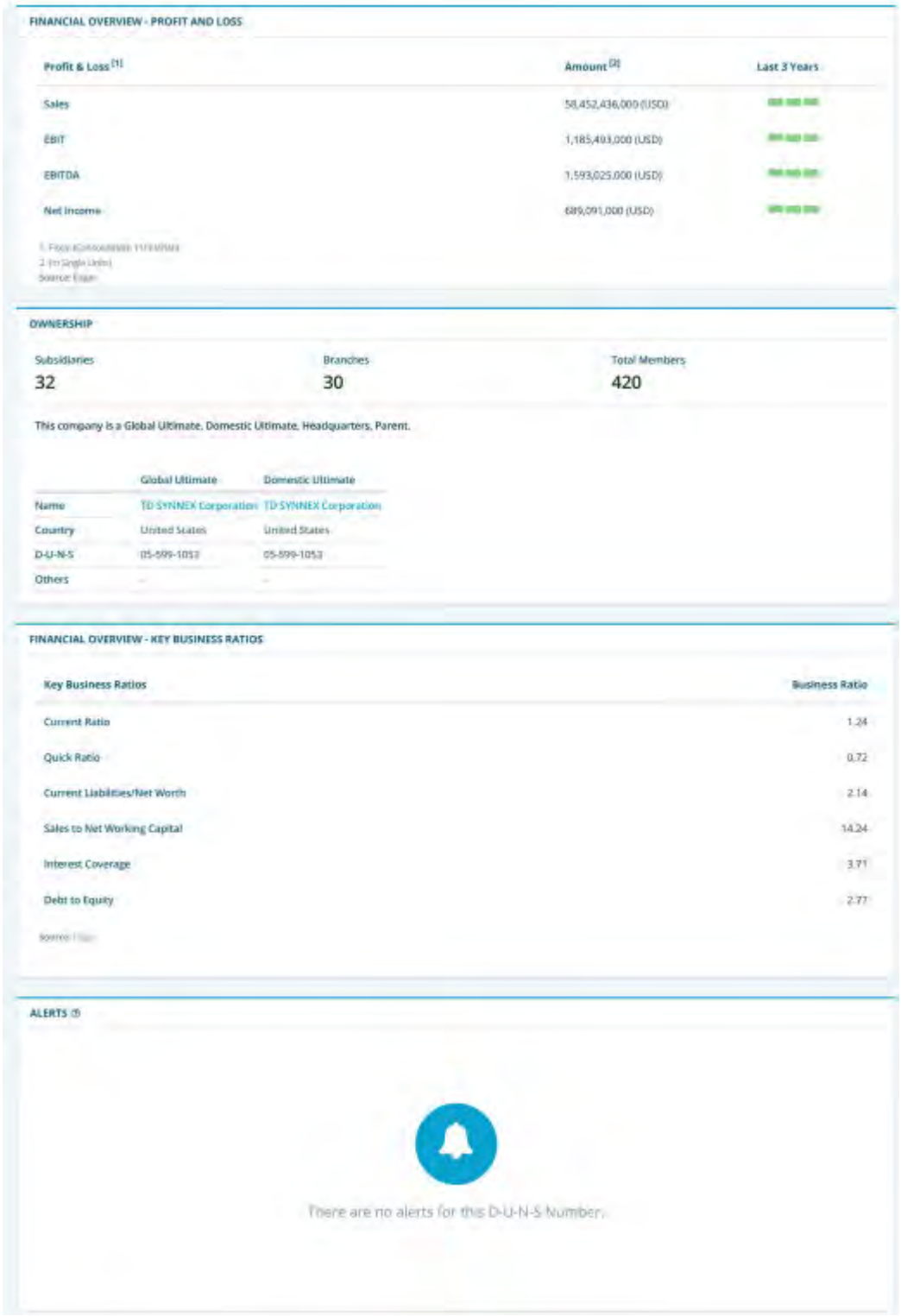
Balance Sheet [1]	Amount [2]	Last 3 Years
Net Worth	8,035,434,000 (USD)	[illegible]
Total Current Assets	21,324,696,000 (USD)	[illegible]
Total Assets	30,274,479,000 (USD)	[illegible]
Total Current Liabilities	17,221,235,000 (USD)	[illegible]
Working Capital/Net Current Assets	4,103,461,000 (USD)	[illegible]
Total Liabilities	22,239,045,000 (USD)	[illegible]
Long Term Liabilities	5,017,810,000 (USD)	[illegible]

1 Fiscal (Consolidated) 11/30/2024
2 In Single Units
Source: Edgar

TRADE PAYMENTS

Highest Past Due:
9,000,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
50,000,000	248	50,000,000



FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss [1]	Amount [2]	Last 3 Years
Sales	58,452,436,000 (USD)	[illegible]
EBIT	1,185,493,000 (USD)	[illegible]
EBITDA	1,593,025,000 (USD)	[illegible]
Net Income	689,091,000 (USD)	[illegible]

1. Fiscal Consolidated 11/31/2023
2. (In Single Units)
Source: Esgar

OWNERSHIP

Subsidiaries	Branches	Total Members
32	30	420

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	TD SYNNEX Corporation	TD SYNNEX Corporation
Country	United States	United States
D-U-N-S	05-599-1053	05-599-1053
Others	-	-

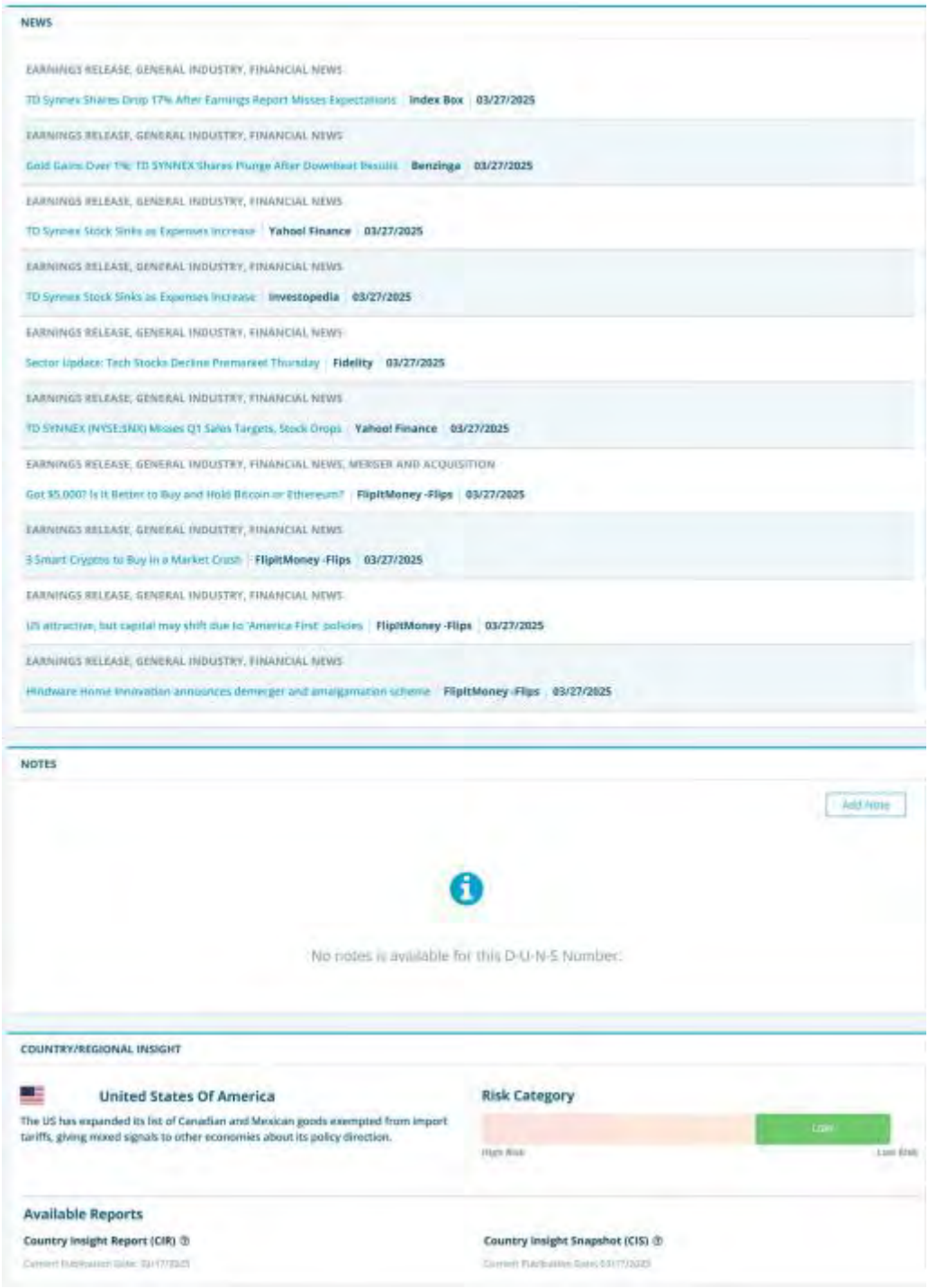
FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

Key Business Ratios	Business Ratio
Current Ratio	1.24
Quick Ratio	0.72
Current Liabilities/Net Worth	2.14
Sales to Net Working Capital	14.24
Interest Coverage	3.71
Debt to Equity	2.77

Source: Esgar

ALERTS

There are no alerts for this D-U-N-S Number.


NEWS
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
TD Synnex Shares Drop 17% After Earnings Report Misses Expectations | Index Box | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
Gold Gains Over 1%; TD SYNNEX Shares Plunge After Downbeat Results | Benzinga | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
TD Synnex Stock Sinks as Expenses Increase | Yahoo! Finance | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
TD Synnex Stock Sinks as Expenses Increase | Investopedia | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
Sector Update: Tech Stocks Decline Premarket Thursday | Fidelity | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
TD SYNNEX (NYSE:SNX) Misses Q1 Sales Targets, Stock Drops | Yahoo! Finance | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS, MERGER AND ACQUISITION
Got $5,000? Is It Better to Buy and Hold Bitcoin or Ethereum? | FlipItMoney -Flips | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
3 Smart Cryptos to Buy in a Market Crash | FlipItMoney -Flips | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
US attractive, but capital may shift due to 'America First' policies | FlipItMoney -Flips | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
Hindware Home Innovation announces demerger and amalgamation scheme | FlipItMoney -Flips | 03/27/2025
NOTES
Add Note
No notes is available for this D-U-N-S Number.
COUNTRY/REGIONAL INSIGHT
United States Of America
The US has expanded its list of Canadian and Mexican goods exempted from import tariffs, giving mixed signals to other economies about its policy direction.
Risk Category
Available Reports
Country Insight Report (CIR)
Country Insight Snapshot (CIS)



STOCK PERFORMANCE

History	
Daily High	
52-Week High	

Performance	
P/E:	
EPS:	
Div/Yield	

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

Currency: All figures in USD unless otherwise state

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

MAXIMUM CREDIT RECOMMENDATION

158,000 (USD)

The recommended limit is based on a moderately low probability of severe delinquency.

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION DUE TO LARGE BUSINESS SIZE
- Based on the predicted risk of business discontinuation: EXHIBITING SOME FINANCIAL STRESS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked 2 have a probability of becoming no longer viable: **2** %
- Percentage of businesses ranked 2: **4** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Moderate Risk**
- Businesses ranked 6 within this model segment have a probability of becoming no longer viable: **0.7** %
- Percentage of businesses ranked 6 with this model segment: **8** %
- Within this model segment, the average probability of becoming no longer viable:**0.6** %



Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

23

High Risk (1) Low Risk (100)

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- High proportion of past due balances to total amount owing
- Negative change in net worth
- UCC Filings reported
- High number of enquiries to D&B over last 12 months

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate-High	1422	0.64 %	0.48	4

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	23
Region(PACIFIC)	33
Industry(GENERAL RETAIL	33
Employee range(500-230000))	53
Years in Business(26+)	68

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

77

High Risk (1) Low Risk (100)

- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Evidence of open suits and liens

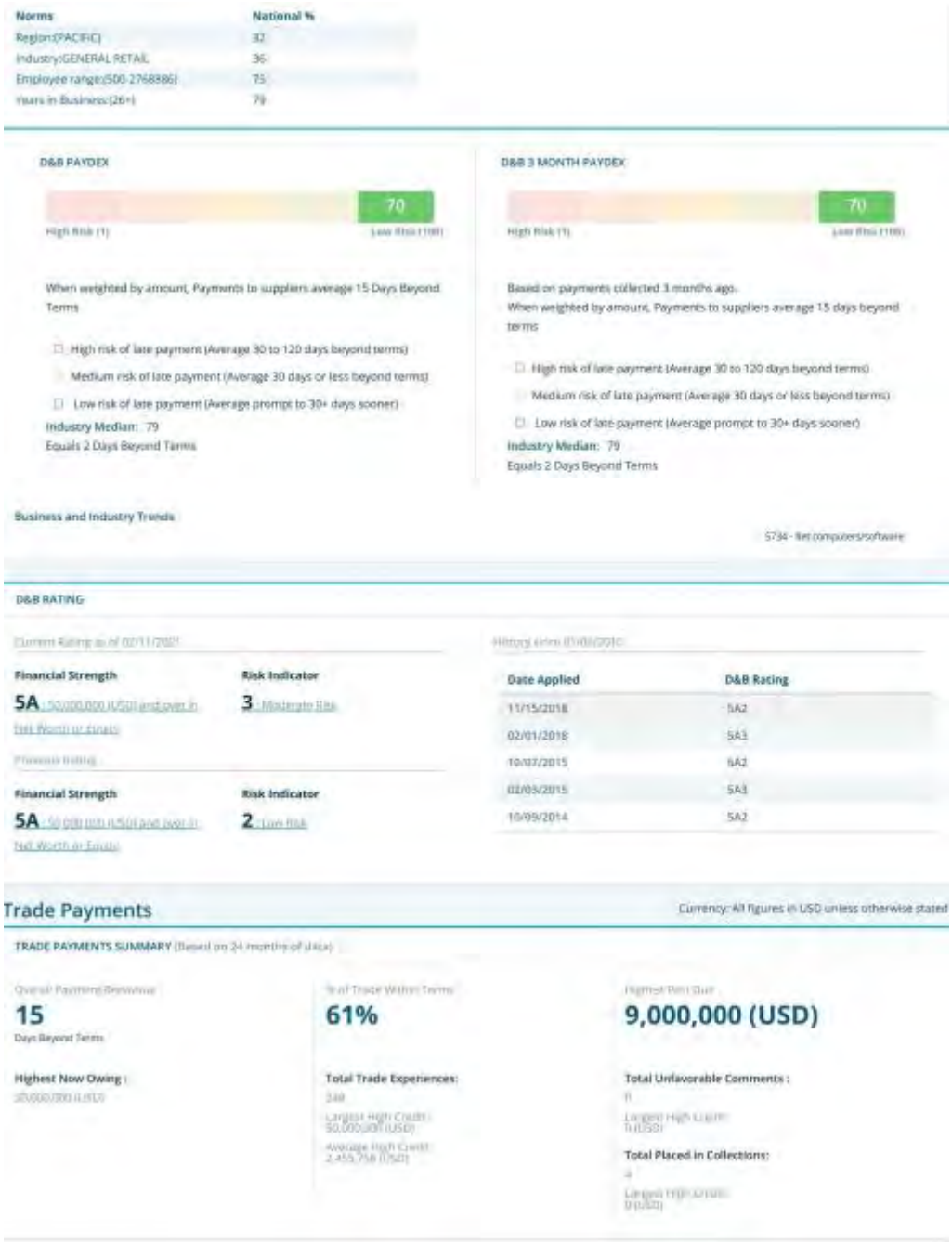
Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	542	2.96 %	10.2 %	2

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	77



Norms	National %
Region:(PACIFIC)	32
Industry:GENERAL RETAIL	36
Employee range:(500-2768886)	75
Years in Business:(26+)	79

D&B PAYDEX

70

When weighted by amount, Payments to suppliers average 15 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

D&B 3 MONTH PAYDEX

70

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 15 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

Business and Industry Trends

5734 - Ret computers/software

D&B RATING

Financial Strength
5A

Risk Indicator
3 - Moderate Risk

Financial Strength
5A

Risk Indicator
2 - Low Risk

Date Applied	D&B Rating
11/15/2018	5A2
02/01/2018	5A3
10/07/2015	5A2
02/05/2015	5A3
10/09/2014	5A2

Trade Payments

Currency: All figures in USD unless otherwise stated

TRADE PAYMENTS SUMMARY

15
Days Beyond Terms

61%

9,000,000 (USD)

Highest Now Owing :

Total Trade Experiences:

Total Unfavorable Comments :

Total Placed in Collections:

D&B PAYDEX



When weighted by amount, Payments to suppliers average 15 Days Beyond Terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 15 days beyond terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

5734 - Ret computers/software

	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	Current 2025
This Business	72	72	71	71	71	67	69	68	67	66	66	66	66	66	69	68	68	70	69	70	71	71	69	70
Industry Quartile																								
Upper	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	-
Median	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	-
Lower	-	-	71	-	-	69	-	-	71	-	-	71	-	-	69	-	-	69	-	-	69	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	84	542,950,000 (USD)	71
50,000 - 99,999	16	1,155,000 (USD)	61
15,000 - 49,999	30	765,000 (USD)	67
5,000 - 14,999	36	240,000 (USD)	57
1,000 - 4,999	38	81,500 (USD)	67
Less than 1,000	18	6,850 (USD)	57

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category-	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
+17 - Construction - Special Trade Contractors	4	10,000	30	0	67	4	0
1711 - Mechanical contractor	3	10,000	59	0	33	8	0
1721 - Paint/paper-hanging	1	5,000	0	0	100	0	0
+26 - Paper and Allied Products	2	10,000	25	25	0	0	0
2671 - Mfg packaging paper	1	10,000	50	50	0	0	0
2679 - Mfg converted paper	1	0	0	0	0	0	0
+27 - Printing, Publishing and Allied Industries	4	15,000	25	25	0	25	25

2711 - Newspaper-print/publ	1	15,000	100	0	0	0	0
2759 - Misc coml printing	1	2,500	0	0	0	100	0
2731 - Books-print/publish	1	750	0	100	0	0	0
2741 - Misc publishing	1	100	0	0	0	0	100
+30 - Rubber and Miscellaneous Plastics Products	3	1,000,000	100	0	0	0	0
3089 - Mfg misc plastic prdt	3	1,000,000	100	0	0	0	0
+35 - Industrial and Commercial Machinery and Computer Equipment	18	50,000,000	88	4	4	0	4
3572 - Mfg computer storage	8	50,000,000	100	0	0	0	0
3571 - Mfg computers	5	50,000,000	57	0	21	1	21
3577 - Mfg comp peripherals	2	5,000,000	81	19	0	0	0
3579 - Mfg misc office eqpt	2	600,000	100	0	0	0	0
3564 - Mfg blowers/fans	1	5,000	100	0	0	0	0
+36 - Electronic and other electrical equipment and components except computer equipment	6	50,000,000	50	33	0	0	17
3663 - Mfg broadcasting equip	2	50,000,000	50	49	0	0	1
3651 - Mfg audio/video equip	2	40,000,000	99	1	0	0	0
3679 - Mfg elect components	1	2,000,000	50	50	0	0	0
3674 - Mfg semiconductors	1	100,000	50	50	0	0	0
3678 - Mfg elect connectors	1	7,500	0	0	0	0	100
3625 - Mfg relays/controls	1	5,000	50	50	0	0	0
+38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	3	500,000	94	0	0	0	6
3841 - Mfg medical instrmnt	2	500,000	88	0	0	0	12
3861 - Mfg photograph equip	1	60,000	100	0	0	0	0
+42 - Motor Freight Transportation and Warehousing	17	1,000,000	60	9	1	30	1

4213 - Trucking non-local	16	1,000,000	70	17	2	10	1
4214 - Local truck w/storage	1	25,000	50	0	0	50	0
+47 - Transportation Services	11	800,000	50	50	0	0	0
4731 - Arrange cargo transpt	11	800,000	50	50	0	0	0
+48 - Communications	16	250,000	67	0	0	33	0
4813 - Telephone communictns	11	100,000	100	0	0	0	0
4812 - Radiotelephone commun	4	250,000	100	0	0	0	0
4833 - Television station	1	750	0	0	0	100	0
+49 - Electric, Gas and Sanitary Services	8	200,000	100	0	0	0	0
4911 - Electric services	8	200,000	100	0	0	0	0
+50 - Wholesale Trade - Durable Goods	29	50,000,000	59	26	1	8	6
5045 - Whol computers/softwr	10	5,000,000	81	9	6	4	0
5085 - Whol industrial suppl	7	300,000	57	43	0	0	0
5065 - Whol electronic parts	5	50,000,000	55	45	0	0	0
5064 - Whol appliances	2	20,000,000	92	8	0	0	0
5099 - Whol durable goods	2	80,000	38	50	0	12	0
5084 - Whol industrial equip	1	2,500	50	0	0	0	50
5063 - Whol electrical equip	1	2,500	50	0	0	50	0
5094 - Whol jewelry	1	500	50	50	0	0	0
+51 - Wholesale Trade - Nondurable Goods	12	2,000,000	71	4	4	0	20
5199 - Whol nondurable goods	5	2,000,000	99	1	0	0	0
5113 - Whol service paper	3	2,500	58	21	21	0	0
5149 - Whol groceries	1	25,000	100	0	0	0	0
5141 - Whol general grocery	1	10,000	100	0	0	0	0
5112 - Whol office supplies	1	2,500	0	0	0	0	100
+55 - Automotive Dealers and Gasoline Service Stations	1	55,000	100	0	0	0	0
5511 - Ret new/used autos	1	55,000	100	0	0	0	0

+57 - Home Furniture Furnishings and Equipment Stores	1	65,000	50	0	50	0	0
5734 - Ret computer/software	1	65,000	50	0	50	0	0
+59 - Miscellaneous Retail	3	80,000	67	17	17	0	0
5948 - Ret luggage/leather	1	80,000	100	0	0	0	0
5999 - Ret misc merchandise	1	35,000	0	50	50	0	0
5961 - Ret mail-order house	1	20,000	100	0	0	0	0
+60 - Depository Institutions	3	5,000	100	0	0	0	0
6021 - Natnl commercial bank	3	5,000	100	0	0	0	0
+61 - Nondepository Credit Institutions	6	1,000,000	100	0	0	0	0
6153 - Short-trm busn credit	6	1,000,000	100	0	0	0	0
+70 - Hotels Rooming Houses Camps and other Lodging Places	1	900,000	0	50	50	0	0
7011 - Hotel/motel operation	1	900,000	0	50	50	0	0
+73 - Business Services	40	5,000,000	50	10	14	13	13
7371 - Custom programming	8	5,000,000	99	1	0	0	0
7361 - Employment agency	8	800,000	58	42	0	0	0
7372 - Prepackaged software	6	2,000,000	82	18	0	0	0
7381 - Detective/guard svcs	5	100,000	100	0	0	0	0
7363 - Help supply service	4	100,000	51	2	0	0	47
7389 - Misc business service	3	750,000	61	0	0	39	0
7353 - Hvy const eqpt rental	2	7,500	0	50	50	0	0
7373 - Computer system deign	1	300,000	0	0	0	0	100
7379 - Misc computer service	1	250,000	50	0	50	0	0
7359 - Misc equipment rental	1	200,000	50	0	50	0	0
7374 - Data processing svcs	1	1,000	0	0	0	100	0
+75 - Automotive Repair, Services and Parking	1	2,500	50	50	0	0	0
7514 - Passenger car rental	1	2,500	50	50	0	0	0

+83 - Social Services	1	2,500	100	0	0	0	0
8322 - Family social service	1	2,500	100	0	0	0	0
+87 - Engineering Accounting Research Management and Related Services	7	20,000	28	33	0	33	5
8742 - Management consulting	5	2,500	84	0	0	0	16
8748 - Business consulting	1	20,000	0	100	0	0	0
8734 - Testing laboratory	1	5,000	0	0	0	100	0
+91 - Executive Legislative and General Government except Finance	1	7,500	100	0	0	0	0
9111 - Executive office	1	7,500	100	0	0	0	0
+93 - Public Finance Taxation and Monetary Policy	8	100,000	100	0	0	0	0
9311 - Public finance	8	100,000	100	0	0	0	0
+99 - Nonclassifiable Establishments	18	50,000,000	75	25	0	0	0
9999 - Nonclassified	18	50,000,000	75	25	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/25	Pays Promptly	-	5,000,000	2,000,000	0	1
03/25	Pays Promptly	-	20,000	0	0	Between 2 and 3 Months
03/25	Pays Promptly	-	2,500	750	0	1
03/25	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
03/25	Pays Promptly	-	1,000	0	0	1
03/25	Pays Prompt to Slow 120+	-	15,000	0	0	Between 6 and 12 Months
03/25	Pays Slow 30-90+	-	25,000	0	0	Between 4 and 5 Months
03/25	Pays Slow 90+	-	100,000	7,500	5,000	1
03/25	Pays Slow 30-90+	-	10,000	2,500	1,000	1
02/25	Pays Promptly	-	40,000,000	6,000,000	0	1
02/25	Pays Promptly	-	20,000,000	0	0	Between 4 and 5 Months
02/25	Pays Promptly	-	2,000,000	1,000,000	2,500	1
02/25	Pays Promptly	-	1,000,000	750,000	0	1
02/25	Pays Promptly	-	1,000,000	1,000,000	0	1
02/25	Pays Promptly	-	750,000	0	0	Between 4 and 5 Months
02/25	Pays Promptly	-	250,000	250,000	0	1
02/25	Pays Promptly	-	250,000	100,000	10,000	1
02/25	Pays Promptly	-	200,000	250	0	1
02/25	Pays Promptly	-	200,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	-	100,000	85,000	0	1
02/25	Pays Promptly	-	90,000	25,000	0	1
02/25	Pays Promptly	-	85,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	N60	80,000	0	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
02/25	Pays Promptly	-	45,000	10,000	0	1
02/25	Pays Promptly	N60	35,000	35,000	1,000	1
02/25	Pays Promptly	-	20,000	7,500	0	1
02/25	Pays Promptly	N60	15,000	15,000	7,500	1
02/25	Pays Promptly	-	7,500	7,500	0	1
02/25	Pays Promptly	-	7,500	0	0	Between 2 and 3 Months
02/25	Pays Promptly	-	5,000	2,500	0	1
02/25	Pays Promptly	N60	5,000	5,000	5,000	1
02/25	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	-	2,500	250	0	1
02/25	Pays Promptly	-	2,500	2,500	1,000	1
02/25	Pays Promptly	-	2,500	500	0	1
02/25	Pays Promptly	N60	2,500	0	0	1
02/25	Pays Promptly	-	2,500	2,500	0	1
02/25	Pays Promptly	-	2,500	1,000	0	1
02/25	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months
02/25	Pays Promptly	-	1,000	1,000	0	1
02/25	Pays Promptly	-	750	750	0	1
02/25	Pays Promptly	-	500	0	0	1
02/25	Pays Promptly	-	250	250	0	1
02/25	Pays Promptly	-	250	0	0	1
02/25	Pays Promptly	-	0	0	0	1
02/25	Pays Prompt to Slow 30+	-	50,000,000	30,000,000	5,000,000	1
02/25	Pays Prompt to Slow 30+	-	1,000,000	1,000,000	200,000	1
02/25	Pays Prompt to Slow 30+	-	4,000,000	700,000	0	1
02/25	Pays Prompt to Slow 30+	-	1,000,000	0	0	1
02/25	Pays Prompt to Slow 30+	-	700,000	400,000	100,000	1
02/25	Pays Prompt to Slow 30+	-	500,000	100,000	0	1
02/25	Pays Prompt to Slow 30+	-	80,000	45,000	0	1
02/25	Pays Prompt to Slow 30+	-	25,000	0	0	Between 4 and 5 Months
02/25	Pays Prompt to Slow 30+	N30	10,000	5,000	5,000	1
02/25	Pays Prompt to Slow 30+	-	2,500	2,500	1,000	1
02/25	Pays Prompt to Slow 45+	-	100,000	100,000	50,000	1
02/25	Pays Prompt to Slow 45+	-	5,000	0	0	Between 2 and 3 Months
02/25	Pays Prompt to Slow 60+	N30	250,000	70,000	70,000	1
02/25	Pays Prompt to Slow 60+	-	250,000	200,000	30,000	1
02/25	Pays Prompt to Slow 60+	N30	200,000	25,000	10,000	1
02/25	Pays Prompt to Slow 60+	-	30,000	5,000	0	1
02/25	Pays Prompt to Slow 60+	-	10,000	750	0	1
02/25	Pays Prompt to Slow 60+	-	2,500	1,000	500	1
02/25	Pays Prompt to Slow 90+	-	2,500	0	0	1
02/25	Pays Prompt to Slow 120+	-	2,500	250	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
02/25	Pays Slow 30+	-	70,000	0	0	Between 6 and 12 Months
02/25	Pays Slow 30+		10,000	0	0	Between 6 and 12 Months
02/25	Pays Slow 30-60+		5,000	0	0	Between 4 and 5 Months
02/25	Pays Slow 60+	-	95,000	30,000	30,000	Between 2 and 3 Months
02/25	Pays Slow 45-80+	N30	2,500	2,500	2,500	1
02/25	Pays Slow 90+	-	1,000,000	900,000	900,000	-
02/25	Pays Slow 90+	-	5,000	5,000	5,000	Between 4 and 5 Months
02/25	Pays Slow 120+	-	50	50	50	-
02/25	Pays Slow 30-150+	-	1,000	1,000	1,000	Between 4 and 5 Months
01/25	Pays Slow 30+	-	1,000	1,000	1,000	-
01/25	Pays Slow 30-60+	-	35,000	35,000	35,000	-
12/24	Pays Slow 120+	-	250	250	250	-
12/24	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
05/24	Pays Prompt to Slow 180+	-	5,000	2,500	2,500	Between 6 and 12 Months
05/24	Placed for collection	-	0	-250	-250	-

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	17	1,900 (USD)
Payment record unknown	1	7,500 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	4	0 (USD)
Total in D&B's file	248	345,187,750 (USD)

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events

Currency: All figures in USD unless otherwise stated

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0	23	3	79
	Latest filing:	Latest Filing: 03/07/2025	Latest Filing: 09/20/2023	Latest Filing: 05/29/2024

EVENTS

Lien - Tax Lien

Filing Date	03/07/2025
Filing Number	154834250168B
Status	Open
Date Status Attained	03/07/2025

Received Date	03/10/2025
Debtors	TD SYNNEX CORPORATION
Creditors	STATE OF MINNESOTA, COMMISSIONER OF REVENUE
Court	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

Lien - Tax Lien

Filing Date	12/20/2024
Filing Number	2412200272
status	Open
Date Status Attained	12/20/2024
Received Date	02/27/2025
Amount	109,489 (USD)
Debtors	TDSYNNEX CORPORATION, CLEARWATER, FL
Creditors	CA EMPLOYMENT DEVELOPMENT DEPARTMENT
Court	SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA

Lien - Tax Lien

Filing Date	12/18/2024
Filing Number	U2400968816740
status	Open
Date Status Attained	12/18/2024
Received Date	12/22/2024
Debtors	TDSYNNEX CORPORATION, CLEARWATER, FL
Creditors	EMPLOYMENT DEVELOPMENT DEPARTMENT, SACRAMENTO, CA
Court	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

Lien - Tax Lien

Filing Date	10/11/2024
Filing Number	24JG075884
status	Open
Date Status Attained	10/11/2024
Received Date	11/26/2024
Amount	3,592 (USD)
Debtors	TD SYNNEX CORPORATION
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

Lien - Tax Lien

Filing Date	09/16/2024

Filing Number	202409160095992
status	Open
Date Status Attained	09/16/2024
Received Date	10/24/2024
Amount	1,153 (USD)
Debtors	SYNNEX CORPORATION, GROVE CITY, OH
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY RECORDER OF DEEDS, COLUMBUS, OH

Lien - Tax Lien

Filing Date	08/21/2024
Filing Number	DJ 097182 24
status	Open
Date Status Attained	08/21/2024
Received Date	10/25/2024
Amount	95,239 (USD)
Debtors	TD SYNNEX CORPORATION, CLEARWATER, FL
Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	07/25/2024
Filing Number	DJ 084798 24
status	Open
Date Status Attained	07/25/2024
Received Date	10/25/2024
Amount	13,871 (USD)
Debtors	TD SYNNEX CORPORATION, CLEARWATER, FL
Creditors	DIV OF TAXATION
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	06/19/2024
Filing Number	DJ 067998 24
status	Open
Date Status Attained	06/19/2024
Received Date	10/25/2024
Amount	19,832 (USD)
Debtors	TECH DATA CORPORATION, CLEARWATER, FL

Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	06/06/2024
Filing Number	248914558
status	Release
Date Status Attained	09/27/2024
Received Date	10/18/2024
Amount	3,129 (USD)
Debtors	SYNNEX CORPORATION, GREENVILLE, SC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT

Lien - Tax Lien

Filing Date	10/03/2023
Filing Number	236933493
status	Release
Date Status Attained	09/27/2024
Received Date	10/18/2024
Amount	208 (USD)
Debtors	SYNNEX CORPORATION, GREENVILLE, SC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT

Suit

Filing Date	09/26/2023
Filing Number	23CV006799
status	Pending
Date Status Attained	09/26/2023
Received Date	11/02/2023
Plaintiffs	RIDOUANE S HAMANI
Defendant	TD SYNNEX CORPORATION, COLUMBUS, OH
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

Suit

Filing Date	01/23/2023
Filing Number	23LA 62
status	Dismissed

Date Status Attained	07/27/2023
Received Date	11/26/2024
Amount	50,001 (USD)
Plaintiffs	GALLEGOS JOSE
Defendant	TD SYNNEX CORP, ROMEOVILLE, IL
Court	WILL COUNTY CIRCUIT COURT, JOLIET, IL

Suit

Filing Date	03/23/2020
Filing Number	20L 250
status	Pending
Date Status Attained	03/23/2020
Received Date	03/31/2020
Amount	50,000 (USD)
Plaintiffs	STEGMAJER STEVEN
Defendant	SYNNEX CORP
Court	WILL COUNTY CIRCUIT COURT, JOLIET, IL

UCC Filing - Amendment

Filing Date	05/29/2024
Filing Number	2024 3592548
Received Date	12/07/2024
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	05/29/2024
Filing Number	2024 3592647
Received Date	12/07/2024
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	05/17/2023
Filing Number	2023 3688644
Received Date	10/24/2023
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	02/22/2022
Filing Number	2022 1559178
Received Date	04/22/2022
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products
Secured Party	MUFG BANK, LTD., NEW YORK, NY
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	12/23/2021
Filing Number	2021 0531763
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	12/23/2021
Filing Number	2021 0531698
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - and OTHERS

Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DEMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	12/23/2021
Filing Number	2021 0531482
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - and OTHERS
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	12/23/2021
Filing Number	2021 0491141
Received Date	03/29/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	12/22/2021
Filing Number	2021 0491059
Received Date	03/29/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT

Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	12/22/2021
Filing Number	2021 0491329
Received Date	03/29/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	10/26/2021
Filing Number	2021 8569015
Received Date	01/24/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/25/2021
Filing Number	2021 8543507
Received Date	01/07/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/25/2021
Filing Number	2021 8543580

Received Date	01/07/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/25/2021
Filing Number	2021 8543416
Received Date	01/07/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	07/20/2021
Filing Number	21006875903O
Received Date	07/27/2021
Collateral	All Assets including proceeds and products
Secured Party	MCKESSON CORPORATION, FOR ITSELF AND AS COLLATERAL AGENT FOR EACH OF ITS AFFILIATES, JACKSONVILLE, FL
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Amendment

Filing Date	09/05/2018
Filing Number	2018 6125088
Received Date	09/28/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT, NEW YORK, NY
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	09/05/2018
Filing Number	2018 6125195
Received Date	10/02/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	09/05/2018
Filing Number	2018 6124727
Received Date	09/28/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT, NEW YORK, NY
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	09/05/2018
Filing Number	2018 6124941
Received Date	10/02/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804817
Received Date	12/09/2016
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757

Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804775
Received Date	12/09/2016
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/03/2016
Filing Number	20166804890
Received Date	12/21/2016
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804304
Received Date	12/09/2016
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/15/2011
Filing Number	2011 4478320
Received Date	01/10/2012
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	08/13/2011
Filing Number	2011 3517219
Received Date	11/15/2011
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, N.A.
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	11/18/2010
Filing Number	2010 4068072
Received Date	12/08/2010
Collateral	Inventory and proceeds - Account(s) and proceeds - Computer equipment and proceeds - General intangible(s) and proceeds - Chattel paper and proceeds
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/18/2010
Filing Number	2010 4059535
Received Date	12/08/2010
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242

Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	01/26/2009
Filing Number	2009 0272267
Received Date	02/25/2009
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	01/26/2009
Filing Number	2009 0249869
Received Date	08/18/2010
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Secured Party	GENERAL ELECTRIC CAPITALCORPORATION, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	02/13/2007
Filing Number	2007 0579242
Received Date	05/21/2007
Collateral	Account(s) and proceeds - Computer equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Debtors	SYNNEX CORPORATION
Assignee	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT, NORWALK, CT
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be

reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

Currency: All figures in USD unless otherwise stated

There are no Special Events recorded for this business.

Financials - D&B

Currency: All figures in USD unless otherwise stated

Financials

FINANCIAL STATEMENT COMPARISON



	Fiscal Consolidated 11/30/2024 In Thousands	Fiscal Consolidated 11/30/2023 In Thousands	Fiscal Consolidated 11/30/2022 In Thousands	Last 3 years
Current Assets	21,324,696	20,084,436	20,500,865	
Current Liabilities	17,221,235	16,738,762	16,428,721	
Tangible Net Worth	8,035,434	8,183,182	8,025,506	
Sales	58,452,439	57,555,416	62,343,810	
Net Income	689,091	626,911	651,307	
Current Ratio	1.24	1.2	1.25	
Working Capital	4,103,461	3,345,674	4,072,144	
Other Assets	8,949,783	9,328,378	9,233,133	

Long Term Liabilities	5,017,810	4,490,870	5,279,771

Fixed assets shown net less $359,559,000 depreciation.
Explanations: The net worth of this company includes intangibles.

Financials

Currency: All figures in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	**Fiscal 11/30/2024**
Receivables From Vendors-Net	USD 958,105
Accounts Receivable	USD 10,341,625
Cash	USD 1,059,378
Other Current Assets	USD 678,540
Inventory	USD 8,287,048
Total Current Assets	USD 21,324,696

Long Term Assets	**Fiscal 11/30/2024**
Intangible Assets-Net	USD 3,912,267
Property, Plant, Fixtures & Equipment	USD 457,024
Goodwill	USD 3,895,077
Other long term assets	USD 685,415
Total Assets	USD 30,274,479

Liabilities

Total Current Liabilities	**Fiscal 11/30/2024**
Accruals	USD 1,966,036
Borrowings	USD 171,092
Accounts Payable	USD 15,084,107
Total Current Liabilities	USD 17,221,235

Long Term Liabilities	**Fiscal 11/30/2024**
Long-Term Borrowings	USD 3,736,399
ACCUM OTHER COMPREHENSIVE LOSS	(USD 645,117)
TREASURY STOCK	(USD 1,513,017)
Common Stock	USD 99
Deferred Tax Liabilities	USD 812,763
Other Long Term Liabilities	USD 468,648
Retained Earnings	USD 2,755,781

Long Term Liabilities	Fiscal 11/30/2024
Additional Paid In Capital / Capital Surplus	USD 7,437,668
Total Liabilities & Net Worth	USD 30,274,479

PROFIT AND LOSS INFORMATION

Date	Description
11/30/2024	Sales $58,452,436,000; cost of goods sold $54,471,130,000. Gross profit $3,981,306,000; operating expenses $2,787,095,000. Operating income $1,194,211,000; other expenses $328,176,000; net income before taxes $866,035,000; Federal income tax $176,944,000. Net income $689,091,000.

Financial Ratios

Currency: All figures in USD unless otherwise stated

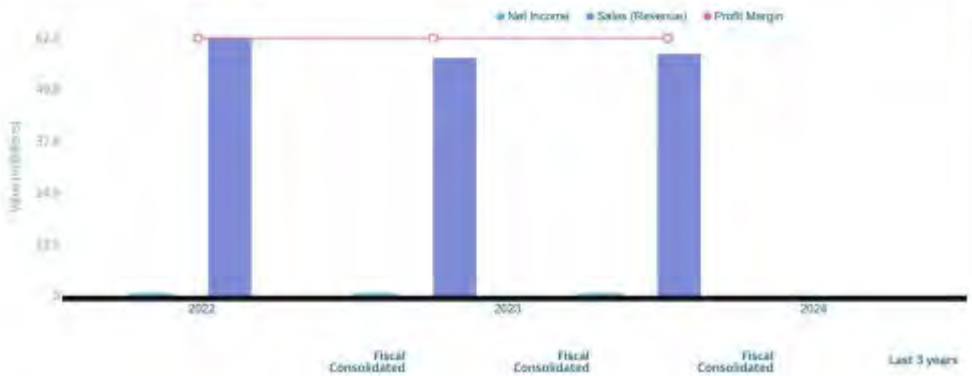
KEY BUSINESS RATIOS

Statement date	Based on Number of Establishments
11/30/2024	12

	Ratio for the business	Industry Median	Industry Quartile
Profitability			
Return On Assets	2.3	3.1	3
Return on Net Worth	8.6	6.6	2
Return on Sales	1.2	3.1	3
Short Term Solvency			**Efficiency**
Accounts Payable to Sales	25.8	7.5	1
Assets Over Sale	51.8	90.9	4
Collection Period	64.6	7.0	1
Sales to Inventory	7.1	5.8	2
Sales Over Net Working Capital	14.2	9.2	1
Utilization			
Total Liabilities Over Net Worth	276.8	160.0	1

Income Statement

Currency: All figures in USD unless otherwise stated

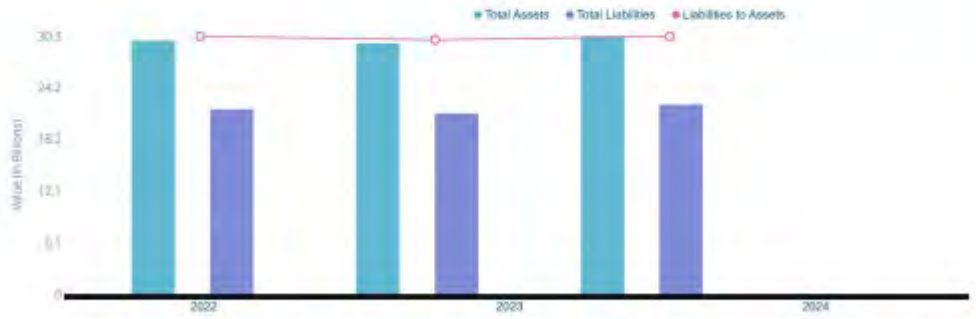


	11/30/2024	11/30/2023	11/30/2022	
Sales (Revenue)	58,452,436,000	57,555,416,000	62,343,810,000	
Cost of Revenue	54,471,130,000	53,598,587,000	58,443,611,000	
Gross Profit	**3,981,306,000**	**3,956,829,000**	**3,900,199,000**	
Sales and General Admin	2,715,781,000	2,672,562,000	2,627,007,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	71,314,000	206,235,000	222,319,000	
Other Operating Items	-	-	-	-
Operating Income	1,194,211,000	1,078,032,000	1,050,873,000	
Net Total Other Income and Expenses	(8,718,000)	(206,000)	(1,165,000)	
Earnings Before Interest and Taxes	1,185,493,000	1,077,826,000	1,049,708,000	
Interest Expense	319,458,000	288,318,000	222,578,000	
Earnings Before Tax	866,035,000	789,508,000	827,130,000	
Income Tax Expense	176,944,000	162,597,000	175,823,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	689,091,000	626,911,000	651,307,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	**689,091,000**	**626,911,000**	**651,307,000**	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	689,091,000	626,911,000	651,307,000	

Balance Sheet

Currency: All figures in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



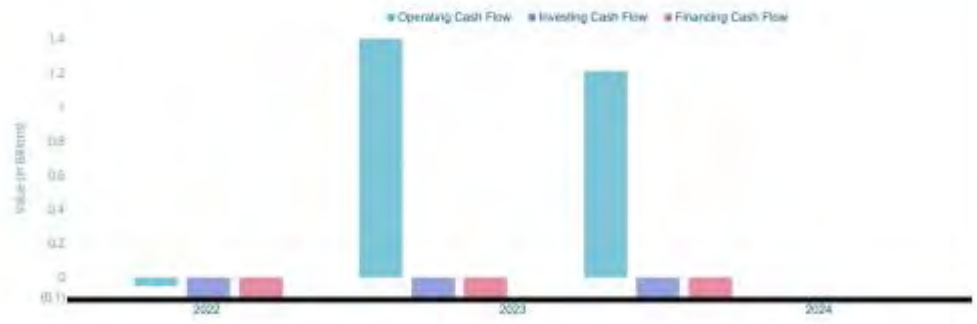
Assets	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Trends
Cash and Cash Equivalents	1,059,378,000	1,033,776,000	522,604,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	11,299,730,000	11,262,148,000	10,240,134,000	
Inventory	8,287,048,000	7,146,274,000	9,066,620,000	
Other Current Assets	678,540,000	642,238,000	671,507,000	
Total Current Assets	**21,324,696,000**	**20,084,436,000**	**20,500,865,000**	
Fixed Assets	457,024,000	450,024,000	421,064,000	
Long Term Investments	-	-	-	-

Deferred Long Term Asset Charges				-
Other Assets	685,415,000	729,870,000	585,342,000	
Goodwill	3,895,077,000	3,904,170,000	3,803,850,000	
Total Assets	**30,274,479,000**	**29,412,814,000**	**29,733,998,000**	
Accumulated Amortization	-	-	-	-
Intangible Assets	3,912,267,000	4,244,314,000	4,422,877,000	
Liabilities	**Fiscal Consolidated 11/30/2024**	**Fiscal Consolidated 11/30/2023**	**Fiscal Consolidated 11/30/2022**	**Trends**
Accounts Payable	17,050,143,000	15,755,177,000	16,160,593,000	
Short Term and Current Long Term Debt	171,092,000	183,585,000	268,128,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	**17,221,235,000**	**16,738,762,000**	**16,428,721,000**	
Long Term Debt	3,736,393,000	3,099,193,000	3,835,665,000	
Deferred Long Term Liability Charges	812,763,000	893,021,000	942,250,000	
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	468,648,000	498,656,000	501,856,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	**22,239,045,000**	**21,229,632,000**	**21,708,492,000**	
Shareholder's Equity	**Fiscal Consolidated 11/30/2024**	**Fiscal Consolidated 11/30/2023**	**Fiscal Consolidated 11/30/2022**	**Trends**
Preferred Stocks	0	0	0	-
Common Stocks	99,000	99,000	99,000	
Retained Earnings	2,755,781,000	2,204,771,000	1,708,234,000	
Treasury Stocks	1,513,017,000	949,714,000	337,217,000	
Capital Surplus	7,437,688,000	7,435,274,000	7,374,100,000	
Other Equity	(645,117,000)	(507,248,000)	(719,710,000)	
Total Equity	**8,035,434,000**	**8,183,182,000**	**8,025,506,000**	

Cash Flow

Currency: All figures in USD unless otherwise stated

CASH FLOW



	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Last 3 years
Depreciation	407,532,000	418,315,000	463,365,000	
Net Income Adjustments	43,685,000	35,396,000	42,629,000	
Changes in Liabilities	1,930,252,000	(971,347,000)	2,375,952,000	

Changes in Accounts Receivables	202,221,000	783,676,000	1,256,753,000
Changes in Inventories	1,214,505,000	(2,032,202,000)	2,636,759,000
Changes in Other Operating Activities	436,310,000	(49,972,000)	(310,655,000)
Net Cash Flows - Operating Activities	1,217,724,000	1,407,373,000	(49,604,000)
Capital Expenditures	175,112,000	150,007,000	117,649,000
Investments	14,840,000	556,000	-0
Other Cash Flows from Investing Activities	(3,886,000)	(5,848,000)	1,541,000
Net Cash Flows - Investing Activities	(193,838,000)	(156,411,000)	(115,508,000)
Dividends Paid	138,081,000	130,374,000	114,946,000
Sale and Purchase of Stock	(599,896,000)	(611,813,000)	(116,782,000)
Net Borrowings	(176,551,000)	(25,142,000)	(32,136,000)
Other Cash Flows from Financing Activities	(24,703,000)	(18,551,000)	(11,727,000)
Net Cash Flows - Financing Activities	(953,100,000)	(785,880,000)	(275,591,000)
Effect of Exchange Rate	(45,184,000)	45,838,000	(31,354,000)
Change in Cash and Cash Equivalents	25,602,000	510,920,000	(472,057,000)

Company Profile

Currency: All figures in USD unless otherwise stated

COMPANY OVERVIEW

D-U-N-S

Mailing Address
UNITED STATES

Annual Sales

Legal Form

Telephone

Net Worth

History Record

Website
www.tdsynnex.com

Employees

Date Incorporated

Present Control Succeeded

Age (Year Started)

Business Commenced On

SIC

Named Principal

State of Incorporation
DELAWARE

NAICS

Line of Business

Ownership



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2023-06-14
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	TD SYNNEX CORPORATION
Corporation Type	Unknown
State of Incorporation	DELAWARE

Date Incorporated	09/04/2003
Registration ID	3699364
Registration Status	GOOD STANDING
Date Status Attained	12/10/2021
Filing Date	09/04/2003
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	THE CORPORATION TRUST COMPANY
Address	CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE, 19801US03

PRINCIPALS

Officers

PATRICK ZAMMIT, PRES-CEO+
ANN F VEZINA, CHB+
MARSHALL WITT, CFO
JOHN HENRY, CAO
DAVID VETTER, CLO
SIMON LEUNG, CEC

Directors

DIRECTOR(S): The officers identified by (+) and Kathleen Crusco, Ting Herh, Richard Hume, Kenneth Lamneck, Nayaki R Nayyar, Dennis Polk, Claude Pumilia and Merline Saintil

COMPANY EVENTS

The following information was reported on: 02/11/2025

The Delaware Secretary of State business registrations file showed that TD SYNNEX Corporation was registered as a Corporation on September 4, 2003, under the file registration number 3699364.

Business started 1980.

The company (SYNNEX) has been in business since 1980. The company was originally incorporated in the State of California as COMPAC Microelectronics, Inc., in November 1980, and changed its name to SYNNEX Information Technologies, Inc. in February 1994. The company later reincorporated in the State of Delaware under the name of SYNNEX Corporation in October 2003.

SPIN-OFF.

On December 1, 2020, the company completed the previously announced separation of its customer experience services business (the Separation), in a tax-free transaction for federal income tax purposes, which was accomplished by the distribution of one hundred per cent of the outstanding common stock of Concentrix Corporation (Concentrix) to SYNNEX stockholders as of the close of business on November 17, 2020, the record date for the distribution. After the Separation, SYNNEX does not beneficially own any shares of Concentrix' common stock. Beginning December 1, 2020, the company will no longer be consolidating Concentrix within its financial results or reflect the financial results of Concentrix within its continuing results of operations.

On October 22, 2021, the company filed with the Secretary of State of the State of Delaware a Certificate of Amendment to the company's Restated Certificate of Incorporation to change its corporate name from SYNNEX Corporation to TD SYNNEX Corporation, effective November 3, 2021.

The company's common stock is traded on the New York Stock Exchange (NYSE) under the symbol "SNX". As of January 15, 2025, there were approximately 2,250 stockholders of record. As of February 3, 2025, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: The Vanguard Group (9.1%); FMR LLC (8.8%); BlackRock, Inc. (8.1%) and MITAC Holdings Corporation and affiliated entities (5.7%). As of the same date, officers and directors as a group beneficially owns 1.0% of the outstanding shares.

PATRICK ZAMMIT. Antecedents not available.

ANN F VEZINA. Antecedents not available.

MARSHALL WITT. Antecedents not available.

JOHN HENRY. Antecedents not available.

DAVID VETTER. Antecedents not available.

SIMON LEUNG. Antecedents not available.

SUBSIDIARY BANKRUPTCY

During 1999-2000, the company invested $6.5 million in the equity capital of eManage.com, or eManage. During fiscal 2000, eManage also received equity investments, totaling $5.7 million, from its management, as well as from executive officers of the company, affiliates of the company and unrelated investors.

As a result of SYNNEX Information Technologies' majority ownership of eManage, financial results were consolidated in financial statements. eManage was unable to compete profitably and eventually filed for bankruptcy in November 2000. In addition to a $6.5 million loss on investment, the company incurred a loss of $3.4 million on accounts receivable due from eManage at the time of the bankruptcy filing., eManage ceased all operations in February 2001.

AFFILIATES: The following are related through common principals, management and/or ownership: Apollo Global Management, Inc., New York, NY. Started '1990'. DUNS #119509953. Operates as: investment advisory service provider.

MiTAC International Corporation, Lake Forest, CA. Started '2010'. DUNS #039731066.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02/11/2025

Business Information

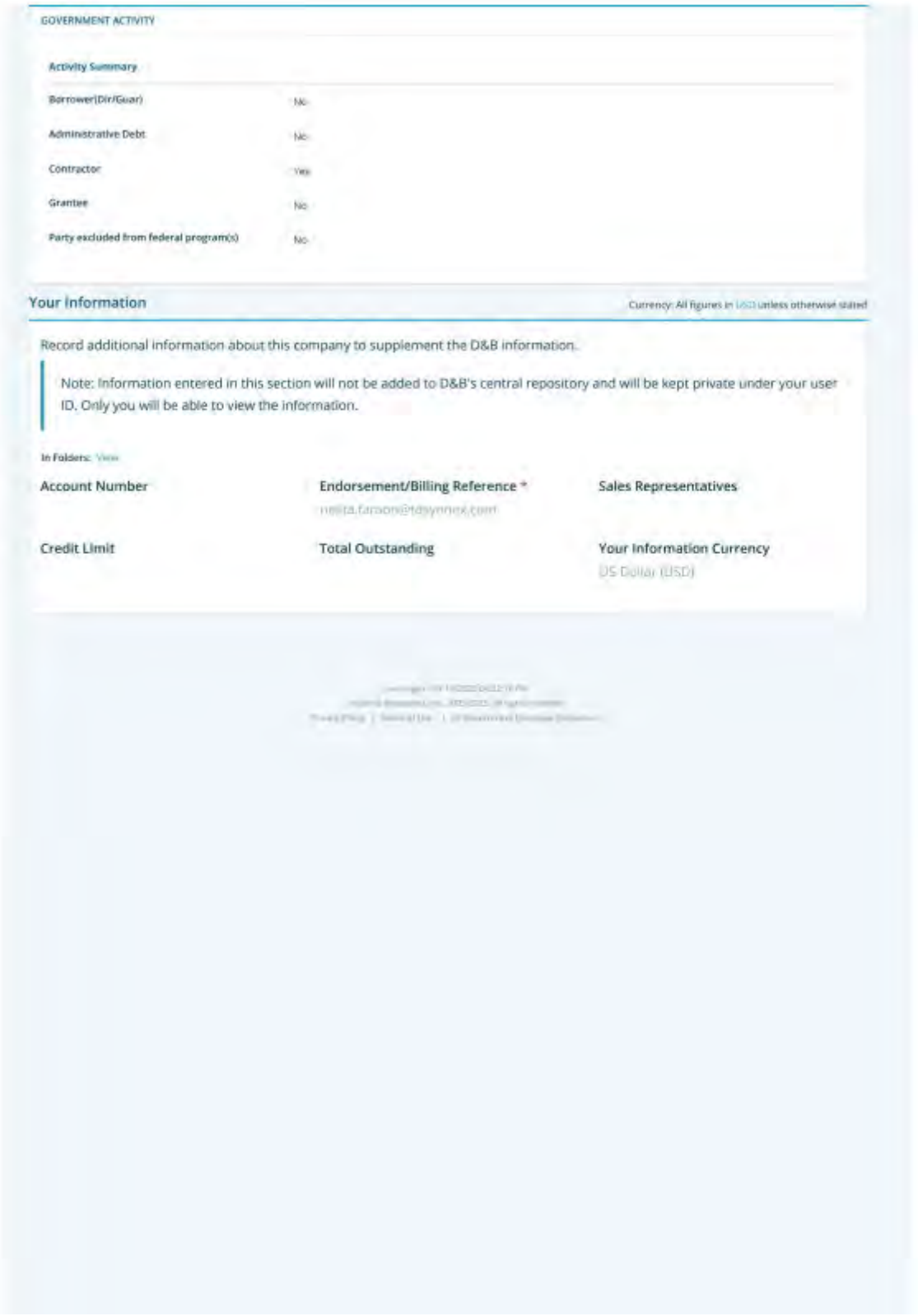
Trade Names	TD SYNNEX; TECH DATA
Description	The company operates as a distributor and solutions aggregator for the information technology (IT) ecosystem. The company offers personal computing devices and peripherals, mobile phones and accessories, printers, supplies, and endpoint technology software; and data center technologies, such as hybrid cloud, security, storage, networking, servers, technology software, and converged and hyper-converged infrastructure, as well as computing components. It also provides systems design and rack integration, build-to-order, and configure-to-order assembly; and thermal testing, power-draw testing, burn-in, and quality and logistics support. In addition, the company offers outsourced fulfillment, virtual distribution, and direct ship to end-users; shipping documents generation, multi-level serial number tracking, and configured products and online order and shipment tracking, as well as turn-key logistics solutions. Further, it provides public cloud solutions in productivity and collaboration, IaaS, or Infrastructure as a Service, PaaS, or Platform as a Service, SaaS, or Software as a Service, security, mobility, IoT, and other hybrid solutions. Additionally, the company offers online services; provides net terms, third party leasing, floor plan financing, and letters-of-credit backed financing and arrangement; and leases products and provides device-as-a-service, as well as offers direct mail, external media advertising, reseller product training, targeted telemarketing campaigns, national and regional trade shows, trade groups, database analysis, print on demand services, and web-based marketing. Terms are Net 20 days and Net 30 days and COD (domestic sales)and letter of credit (foreign sales). Sells to commercial concerns. Territory : International.
Employees	23,000 which includes officer(s). 150 employed here. As of November 30, 2024, the company uses temporary or contract workers who totaled approximately 5,000, on a full-time equivalent basis.
Financing Status	Secured
Financial Condition	Good
Seasonality	The company's operating results are affected by the seasonality of the IT products industry. The company have historically experienced slightly higher sales in their first and fourth fiscal quarters due to patterns in capital budgeting, federal government spending and purchasing cycles of their customers and end-users. These historical patterns may not be repeated in subsequent periods.
Tenure	Owns
Facilities	Owns premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5734	Rtl computers/software	
57340000	Computer and software stores	
57340100	Computer peripheral equipment	
73730000	Computer integrated systems design	

NAICS Codes	NAICS Description
449210	Electronics and Appliance Retailers
449210	Electronics and Appliance Retailers
541512	Computer Systems Design Services



GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Your Information

Currency: All figures in USD unless otherwise stated

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	[redacted]	
Credit Limit	Total Outstanding	Your Information Currency
		US Dollar (USD)

E. Describe any green or environmental initiatives or policies.

TD SYNNEX has a Corporate Citizenship Report which addresses our environmental and green commitments, initiatives and policies. It can be found here: TD SYNNEX FY2023 Corporate Citizenship Report, plus it has been added under "Response Attachments" Tab, "Other Attachments".



Environmental Commitments

Our goal is to help build a healthier planet and develop a more sustainable approach to doing good business. To do this, we are committed to setting emissions-reduction targets in our own operations, increasing our sustainability initiatives and supporting our customers and vendors to reduce the impact of technology products. Our environmental commitments include:

Science Based Targets Initiative (SBTi)
Following validation from SBTi, we are proud to commit and work toward achieving the following science based targets:

By 2028:
- 90% of our suppliers by spend covering purchased goods and services will have science-based targets.
- 58% of our customers by revenue covering use of sold products will have science-based targets.

By 2030:
- Reduce absolute Scope 1 & 2 GHG emissions by 42%.[2]

By 2045:
- Reach net-zero GHG emissions across the value chain.[3]

Additional Goals:
- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Further deploy Environmental Management Systems such as the International Organization for Standardization (ISO) 14001.[4]

Learn more about our progress on environmental commitments.

Social Commitments

Our commitment to our co-workers and our communities is essential to our success. To support them, we are dedicated to increasing co-worker engagement, expanding representation in our workforce and partner ecosystem and empowering underserved communities by helping to bridge the digital divide. Our social goals include:

By 2025:
- Increase representation of underrepresented groups in our workforce.
- Double co-worker participation in our BRGs.

By 2030:
- Increase representation of those who identify as women to 50% of our workforce and 40% of our people leaders.

Additional goals:
- Increase the diversity of our partner ecosystem.
- Help bridge the digital divide by providing devices, digital skills training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people.

Learn more about our progress on social commitments.

[2] Reduction is based on a 2022 base year.
[3] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.
[4] ISO 14001 refers to the set of standards put forward by the International Organization for Standardization focused on environmental management systems.

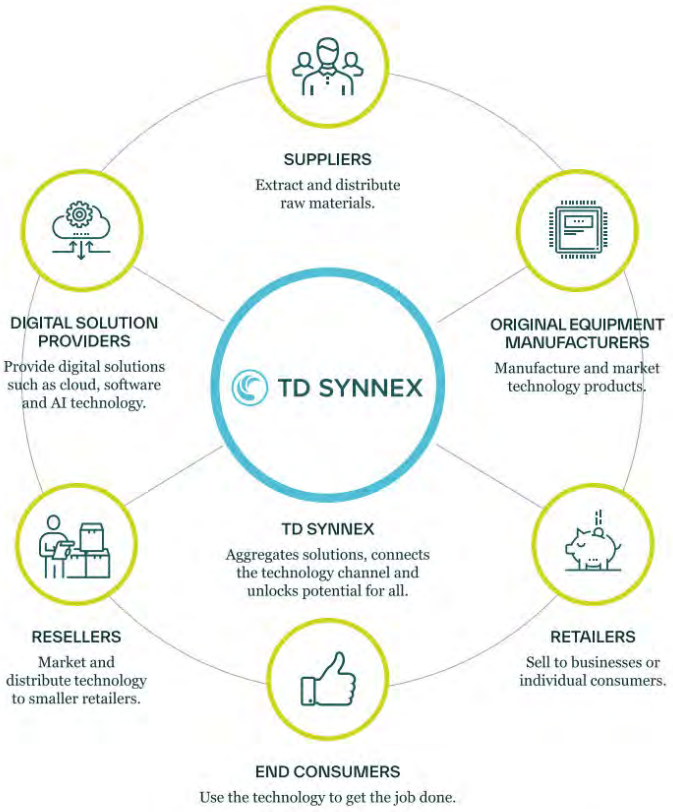
TD SYNNEX 2023 Corporate Citizenship Report 8

Transforming the Technology Ecosystem

The technology ecosystem is as complex as it is critical, requiring specialized expertise from across the landscape. TD SYNNEX sits in the middle of it all, connecting more than 150,000 reseller customers with 2,500+ best-in-class technology vendors, ideally positioned to orchestrate and influence the future of sustainability industrywide.

In order to support innovation and solutions that enrich the way we live and work, TD SYNNEX acts as a connector between manufacturers, suppliers, solutions providers and the rest of the market. We also support resellers and retailers that are further down the supply chain to scale their businesses and respond to rapid changes in the market.

The technology business partner ecosystem is alive with connections that inspire innovation, creative solutions and partnerships that enrich the way we live and work. The diverse partnerships we foster give us a unique perspective, which we leverage to deliver value ecosystem-wide. While our greatest impact potential is in providing product use and end-of-life solutions, we also seek to drive change by providing educational opportunities and industry insights.



10 Ways TD SYNNEX Is Reducing Our Carbon Footprint Around the World

1. Shifting to energy-efficient lighting, such as zone lighting and LEDs
2. Implementing temperature regulation at our data centers and facilities
3. Adopting energy-efficient servers such as those used in Singapore
4. Investing in energy-efficient conveyor systems at our North American logistics centers
5. Introducing green transportation, through practices like load optimization and by investing in electric vehicles and charging stations
6. Installing solar panels including several large-scale projects in the U.S.
7. E-waste and recycling programs at facilities throughout the U.S. and Europe
8. Minimizing waste-to-landfill by reusing and optimizing packaging, donating office furniture and avoiding single-use office products
9. Leveraging partnerships, including with the University of South Florida to optimize our Clearwater headquarters
10. Environmental progress, including an EcoVadis assessment, ISO 14001 certification and Hong Kong Green Organization certification

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

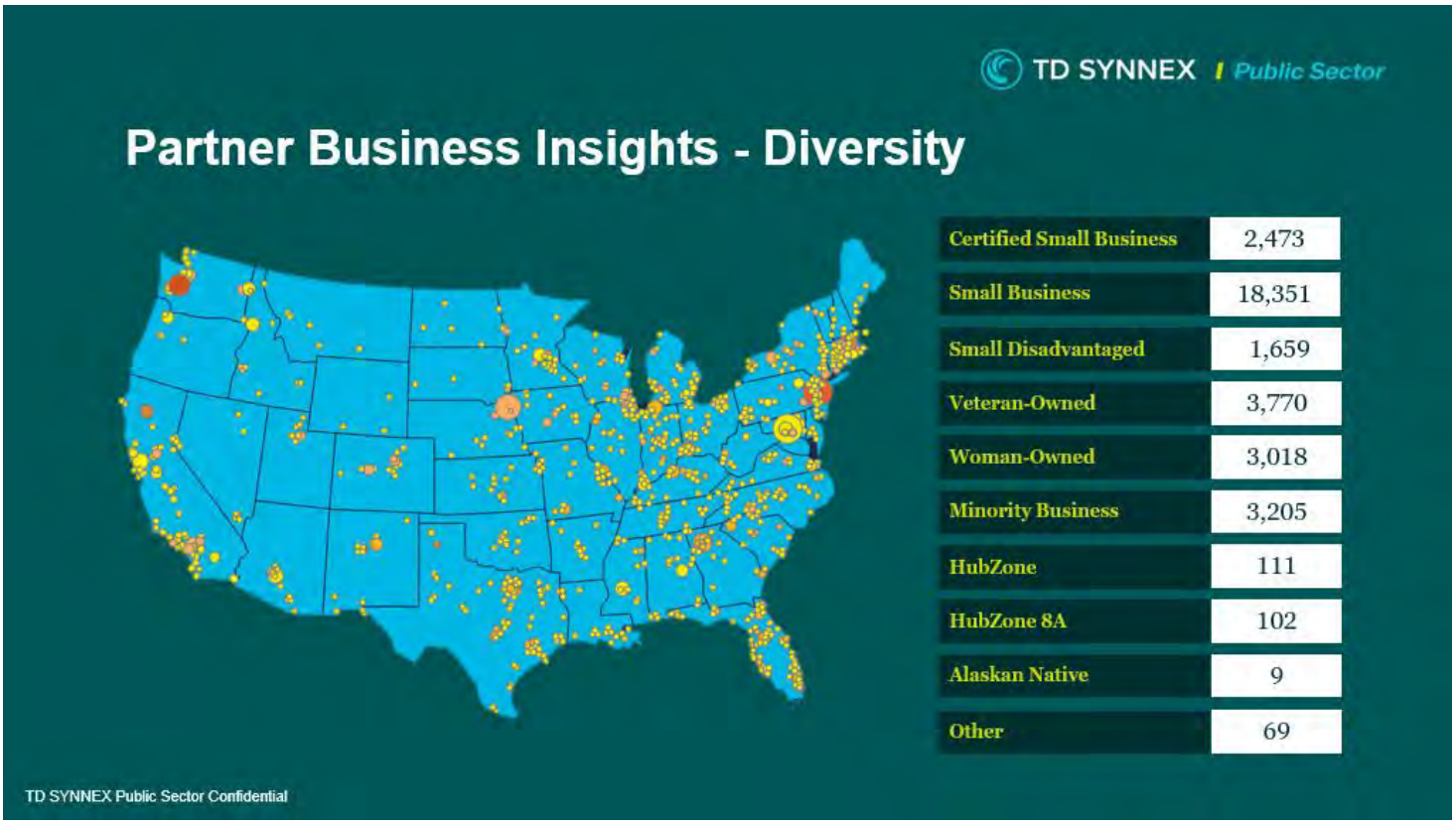
TD SYNNEX has developed a program for engagement of our small business partners entitled “Diversity Alliance Program (DAP)”. The purpose of this program is to make tools, solutions and discounts available to this small business 8(a) community to help put them on a level playing field to compete with the larger and more established solution providers. Our DAP community has members with a variety of certifications including Small Businesses, Woman-Owned,

Minority-Owned, HUBZone, and Service-Disabled Veteran Owned. Government agencies can reach their small business goals with their ability to source from small, local resellers.

The DAP program was designed to promote collaboration amongst partners, enabling them to win more business through diversity status and collaboration. This program has grown double-digits year over year both in revenue and participating members. Additionally, the program is a valued resource for our manufacturer partners to help find net-new resellers and meet the requirements for certain state statutes for small 8(a) businesses. Furthermore, reseller members can take advantage of an extensive list of exclusive program benefits. As a result, the Members in the program continue to see YoY growth. Our Diversity Alliance Partners will be happy to provide their certifications upon request.

- Diversity Alliance Program members have access to the following tools and benefits: Exclusive rebates from participating manufacturers.
- Discounted TD SYNNEX integration discounts.
- Discounted financing tools such as escrow agreements, blind lock box, and extended terms.
- Inclusion in the TD SYNNEX Strategic Partner Database, a tool designed to help our reseller partners, both large and small, develop strategic relationships with each other. The tool encourages collaboration amongst DAP members, allowing them to expand their resources.
- Frequent networking opportunities with other small-business partners and diversity-focused manufacturer partners at SYNNEX-sponsored events.
- Member Reporting Tools: Access to a variety of sales and SPIFF reporting tools to keep track of multiple vendor promotions.
- Discounted fees for contract orders that are classified as new business opportunities.

Please review the locations of our DAP partners below:



G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise
☐Yes ☒No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐Yes ☒No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐Yes ☒No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)
☐Yes ☒No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐Yes ☒No
If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

TD SYNNEX has a broad spectrum of reseller partners across the US, from large business to small businesses. Our Public Sector Program allows for the resellers to utilize our vast array of resources; contracts, bid support, vetted solutions, grants, business intelligence tools, integration, financing options and marketing support. TD SYNNEX is a large business and does not hold a diversity status.

TD SYNNEX actively recruits SLED focused resellers across the US to become authorized dealers on the OMNIA Partners contract. TD SYNNEX only authorizes resellers with active TD SYNNEX accounts in good standing. These resellers are then fully trained on the contract Terms and Conditions and must sign a contract Dealer Agreement with TD SYNNEX confirming they will adhere to the Ts & Cs (example agreement included with this submission). TD SYNNEX ServiceSolv team will continue working with the authorized resellers throughout the life of the contract through ongoing training, business development, compliance audits, etc. As they grow with TD SYNNEX, many are added to the DAP program which supports diversity status partners. Our resellers that hold diversity status certifications will be more than willing to provide the documentation as requested. TD SYNNEX also works with Supplier.io to third party verify socioeconomic status the resellers hold.

I. Describe how supplier differentiates itself from its competitors.

Navigating the U.S. public sector market presents a wealth of growth opportunities. TD SYNNEX Public Sector consistently leads the market. In such a highly competitive environment, having a dedicated partner to develop and implement a strong strategy is crucial for the consistent success and long-term sustainability of your U.S. public sector business ventures. TD SYNNEX Public Sector is your trusted partner to accelerate your public sector growth.
Our teams of Public Sector experts help technology companies and channel partners accelerate their public sector growth through government aggregation services.

TD SYNNEX | Public Sector

TD SYNNEX Public Sector breaks down the barriers to entry and helps technology companies and channel partners capture their share of the public sector market through the TD SYNNEX Public Sector Difference - a complete set of value-added services designed to accelerate public sector growth. We've aligned our Sales, Marketing, and Market Intelligence resources around six strategic technology domains to mirror the way the public sector buys technology, and how technology companies, resellers, and channel partners go to market.

We've aligned our Sales, Marketing, and Market Intelligence resources around six strategic technology domains to mirror the way the public sector buys technology, and how technology companies, resellers, and channel partners go to market.

TD SYNNEX Public Sector Difference includes:

- Market and Domain Knowledge: Intelligence and Expertise
- Dedicated Chief Technologist
- Public Sector Intelligence Gathering Capability and Analyst Team
- 10,000+active Public Sector Accounts
- Technology Domain Approach
- Strategic Memberships
- Market Intelligence Portal
- Technology Domain Frameworks
- Strategic Subscriptions
- Marketing: Tech Domain-Based Strategies
- Domain-Centric Marketing
- Customer Outreach Programs
- Message Amplification
- Content Creation and Management
- Demand Generation Programs
- Turn-key Strategic Events
- Campaign Analytics
- Managed Marketing Services
- Public Sector Marketing Database
- Sales Acceleration: Sales and Lifecycle Support
- Strategic Cross-Sell/Up-sell
- In-house Sales Development Representative Team
- Agency Adoption and Consumption Focus
- Channel Enablement: Enablement Services
- ITAR WL Stateside Support
- WL Confirmed Stateside Support
- Predictive Buying
- Consultative Marketing
- Cyber Shield and Zero Trust
- Access to Cleared Resources
- Technical Expertise: Innovation/Specialization
- DLT Office of the Chief Technology Officer Value Services
- NIACSIO, AFCEA, Memberships, ICIT
- CyberRange Access
- GovHub
- Emerging tech GTM and support
- Multiple Other Transaction Authorities (OTA) consortium members
- Procurement Vehicles: Specialized Contracts

- $1B in contracts revenue
- Vendor program evaluation and support
- Technical Acumen and Program Advancement
- Market ready services and support offerings
- Contracts including but not limited to:
- Department of Homeland Security
- Army CHESS
- NASA SEWP

TD SYNNEX Public Sector is the premier Public Sector Solutions Aggregator committed to accelerating growth for technology companies and their channel partners.

The TD SYNNEX Public Sector Difference for Channel Partners

- Public Sector Market Knowledge - For over 30 years, TD SYNNEX Public Sector has focused solely on the public sector. We provide your business with access to in-house subject matter experts aligned with specific technology domains to use our market intelligence to drive informed sales and marketing strategies.
- Technology Domain Expertise
- Customer Market Intelligence
- Actional Sales and Marketing
- Cloud Navigator Program - TD SYNNEX Public Sector has a program to help you maximize cloud profitability while reducing risk and operating expense
- Comprehensive Cloud Management Platform
- Accelerated Clout Profitability
- Customized Cloud “Flight Plans”
- Channel Enablement and Growth – TD SYNNEX Public Sector offer OEM training and education that provides your business with in-depth knowledge on specific products and channel programs, deal registration, and access to a robust selection of in-house contracts, all of which will expedite your road to increased profitability.
- OEM Training and Education
- Contract Vehicle Access
- Partner Relationship Management Portal
- Technical Expertise - TD SYNNEX Public Sector has a team of in-house, experienced software engineers that have deep OEM product knowledge and the capability to provide ITAR compliant, US Citizen/US Soil Confirmed Stateside Support.
- Pre-sales Engineering
- Confirmed Stateside Support
- Public Sector Infrastructure - A purpose-built infrastructure designed to win public sector business while reducing your risk and operating expense. This includes our government compliant systems and processes, contract & capture management services, and operational excellence to handle tens of thousands of transactions at scale.
- Purpose-built IT Systems & Processes
- Contract and Capture Management
- Operational Excellence

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

TDS's current SEC filing includes details of legal challenges involved in the courts, and available on-line or upon request.

K. Felony Conviction Notice: Indicate if the supplier.
   a. is a publicly held corporation and this reporting requirement is not applicable.
   b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable

L. Describe any debarment or suspension actions taken against supplier

TD SYNNEX Corporation has not been disbarred or suspended by any suppliers.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

TD SYNNEX Corporation is pleased to offer OMNIA Partner member agencies access to the entire line of Palo Alto Networks, Inc - SLED. (PANW) products. PANW, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transforming the way people and organizations operate. Their mission is "to be the cybersecurity partner of choice, protecting our digital way of life."

Palo Alto Networks Cyber-Security Platform

PANW has pioneered the next generation of security through its innovative platform that empowers enterprises, service providers, and government entities to secure their organizations by safely enabling applications and data running in their networks, on their endpoints, and in the cloud, and by preventing breaches that stem from targeted cyberattacks. PANW's platform uses an innovative traffic classification engine that identifies network traffic by application, user, and content and provides consistent security across the network, endpoint, and cloud. Accordingly, the platform enables end-customers to pursue transformative digital initiatives, like public cloud and mobility, that grow their business, while maintaining the visibility and control needed to protect their valued data and critical control systems. PANW believes the architecture of its platform offers superior performance compared to legacy approaches and reduces the total cost of ownership for organizations by simplifying their security operations and infrastructure and eliminating the need for multiple, stand-alone hardware and software security products, and consists of three primary areas of security capabilities.

PANW is the most comprehensive global cybersecurity provider with more than 85,000 customers we protect globally today, including approximately 90% of US Government Agencies, 70% of the Fortune 500, and more than 80% of the Fortune 100 with the highest customer satisfaction and net promoter scores in the industry. Palo Alto Networks has the proven technology and experience to help the reseller/partners make the shift to next-generation security. We are uniquely qualified to meet the agencies requirements for high-performance security ultimately securing the enterprise and the cloud. Our platform portfolio offers advanced prevention and security, while reducing the total cost of ownership for organizations by improving operational efficiency and eliminating the need for siloed point products. We do this with solutions focused on delivering value in three (3) fundamental areas:

Secure the Enterprise: Secure the network through our Machine Learning (ML)-powered Next-Generation Firewalls (NGFW), available in a number of form factors, including physical, virtual and containerized appliances, as well as a cloud-delivered service, with Panorama management available as an appliance or as a virtual machine (VM) for the public or private cloud. This also includes security services such as Threat Prevention, WildFire, URL Filtering, DNS Security, IoT (Internet of Things) Security, GlobalProtect (GP), Software Defined Wide Area Network (SD WAN), and Data Loss Prevention that are delivered as Software as a Service (SaaS) subscriptions to our ML-powered NGFWs.

PANW is the market leader for Next Generation Firewalls and has deployed NGFWs across large enterprises covering 85,000+ customers including 77% of the Global 2000 and Public Sector environments. In the Federal Government alone, Palo Alto Networks has deployed and implemented over 15,000 NGFWs across the Department of Defense (DoD), Civilian Agencies.

Secure the Cloud: PANW secures the cloud through our Prisma Cloud offering, which is the industry's most comprehensive Cloud Native Security Platform (CNAPP). Prisma Cloud protects applications, data, and the entire cloud native technology stack, throughout the full development lifecycle and across multi- and hybrid- cloud environments. Prisma SaaS protects SaaS applications. Prisma Access is a comprehensive Secure Access Service Edge (SASE) that provides globally distributed networking and security to all your users and applications. Prisma SD-WAN ensures application availability, based on real-time application performance SLAs and visibility, delivers 10x improvement in performance, while eliminating the challenges of packet-based networks. VM-Series and CN-Series next generation firewalls provide inline network security in multi- and hybrid- cloud environments.

Secure the Future: PANW Cortex brings together best-in-class threat detection, prevention, attack surface management and security automation capabilities into one integrated platform. Cortex is the complete product suite for modern security operations, enabling better, faster security operations to stay ahead of future threats. Cortex XSIAM is our rethink in the platform that runs the Security Operations Center (SOC). It is our autonomous security platform that powers the modern SOC. Our extended security intelligence and automation management (XSIAM) is an innovative approach that is automation-first, not human-first like most Security Information and Event Management (SIEMs) and SOCs today. Cortex XSOAR is a comprehensive security orchestration, automation, and response (SOAR) platform that combines case management, intelligent automation and orchestration, and interactive investigation to serve Cyber Protection Teams (CPTs), across the incident lifecycle. Cortex Xpanse is an active attack surface management solution that helps organizations to actively discover, learn about, and respond to unknown risks in all connected systems and exposed services.

Pricing for the PANW SLED Products under the OMNIA Partners contract are using these not-to-exceed discounts based on product categories and the Pricing Files are uploaded

Palo Alto Pricing	% off MSRP
Hardware: 20% off MSRP	20%
Subscriptions (including subscription renewals):	15%
Support (including support renewals):	10%
Professional Services: 0% off MSRP	0%
Labs: 0% off MSRP	0%

TD SYNNEX VALUE-ADDED SOLUTIONS

In addition to the PANW offering, TD SYNNEX Corporation proposes the entire catalog of TD SYNNEX, including, but not limited to:

3D Printers and Accessories, Access Control, Accessories, All In One PCs, Android Phones, Antennas, Audio-Visual Products, AV Furniture, Barcode Readers, Batteries and Battery Chargers, Bridges / Routers, Business Machine Supplies, Cable Accessories, Calculators / Business Machines, Camcorders, Cases and Protective Covers, Chromebooks, Cloud Security, Cloud Software and Solutions, Combined AV Devices, Computer Accessories, Computer Based Training, Computer Mice / Pointing Devices, Consumer Electronics, CPUs / Processors, Creativity Applications, Data center products, Data Management Applications, Desktop Computers, Desktop Supplies, Digital AV Players / Recorders, Digital Cameras, Display Accessories, Display Cables, Dot Matrix Printers, Drones, DVD Players / Recorders, DVRs / Security Storage, Education Applications, Fax Machine Supplies, Fax Machines, Financing Options, Flash USB Drive and Cards, Gaming Accessories, Gaming Console Applications, Gaming Systems, GPS Receivers / GPS Kits, Handheld Devices / PDAs, Hard Disk Drives, Headphones and Microphones, Home / Lifestyle Applications, Home Audio, Hosted Software, Hubs / Switches, Ink Jet Printers, Input Device Accessories, Integration, Internet / Communication Applications, IOT

Solutions, Keyboards / Keypads, KVM Switches and AV Splitters, Laser Printers, Last Mile Services / Solutions, LED Printers, Managed Print, Memory Boards and Card Readers, Modems, Monitors, Motherboards, Multifunction Machines, Netbooks, Network Accessories, Network Adapters, Network Cables, Network Devices, Network Management Tools, Network Service / Support, Network Storage, Notebook / PDA Carrying Cases, Notebook / Tablet PCs, Notebook Computers, Office Furniture, Office Productivity Applications, Office Tools, Operating Systems, Optical / Floppy / Zip Drives, Optical System and Accessories, Other Communication Devices, Output Accessories, Output Device Service / Support, Paper / Labels / Transparencies / Plastic Cards, PC and Network Cameras, PC Carrying Cases, PC Gaming Applications, Photocopier Supplies, Photocopiers, Port Replicators / Docks, Portable Audio, Power Accessories, Power Adapter, Power Cables, Power Distribution Units, Power Supplies, Presentation Supplies, Printer Accessories, Printer Cables, Printer Consumables, Printer Servers, Professional Services, Programming Tools, Projectors, Rack Systems and Accessories, RAM Modules, Read-Only Memory, Reference / Data Sources, Reference Materials and User Manuals, Remote Controls, Removable Media, Scanners, Security Software and Applications, Servers, Smart Appliances, Software Services / Support, Software Suites, Solid Ink Printers, Solid State Drives (SSD), Sound Cards, Speakers, Storage Accessories, Storage Cables, Storage Controller, Storage Enclosure and RAID Array, Storage Services / Support, Surge Suppressors, System Cabinets, System Cables, System Services / Support, Tablet PCs, Tape Drives, Tape Libraries / Autoloaders, Telephones, Televisions, Terminals / Network Computers, Thermal Printers, Toner Cartridge Drums, Training Courses, Unified Communication Hardware, Unified Communication Services, Unified Communication Software / Licensing, UPS, Utilities, Video Cards, Video Conferencing, Wireless Solutions / Services, and Workstations.

Pricing for the TD SYNNEX SLED Cooperative contracts not-to-exceed prices are based between 2-4% off MSRP.
The exceptions are included in the Price Files uploaded under the “Response Attachments” tab. The TD SYNNEX Line Card Is uploaded as an attachment in the “Response Attachments” “Other Attachment” files. Exceptions are noted in the Price Files. The combined Price Files for Palo Alto, the TD SYNNEX Line Card and the Value Added Solutions are uploaded under the “Responded Attachments”.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

As a broadline IT distributor with offices and warehouse locations throughout North America, we can deliver product within 1-3 days nationwide. Shipment to US Territories and Outlying Areas will be dependent on OEM restrictions. TD SYNNEX offers our products to all 50 states.

Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back-office administration. Our distribution facilities are geographically located near reseller customers and their end user agencies. This decentralized, regional strategy enables us to benefit from lower shipping costs and shorter delivery lead times to our customers. Furthermore, we track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations.

Our regional locations also enable us to make local deliveries and provide will-call fulfillment to more customers than if our distribution operations were more centralized, resulting in better service to our customers. Our workforce is comprised of permanent and temporary employees, enabling us to respond to short-term changes in order activity and emergency orders. Our extensive network of dealer partners allows TD SYNNEX to respond quickly to any such emergency orders by ensuring the right partners are available to Omnia Partners’ agency members.

TD SYNNEX’ proprietary IT systems and processes enable us to automate many of our distribution operations. For example:

TD SYNNEX uses radio frequency and bar code scanning technologies in all of our warehouse operations to maintain real-time inventory records.
We facilitate frequent cycle counts and improve the accuracy of order fulfillment.
TD SYNNEX uses palm readers to capture real-time labor cost data, enabling efficient management of our daily labor costs.

To increase the accuracy of our order fulfillment and protect our inventory from shrinkage, our systems also incorporate numerous controls such as counterfeit and tamper prevention, traceability, and tracking. Additionally, these controls also include order weight checks, bar code scanning, and serial number profile verification to verify that the product shipped matches the customer order. We also use digital video imaging to record our small package shipping activities by order. These images and other warehouse and shipping data are available online to our customer service representatives, enabling us to quickly respond to order inquiries by our customers.

TD SYNNEX operates its principal contract assembly facilities in the United States and the United Kingdom. We assemble IT systems that include workstations, servers and high-end storage array solutions by incorporating system components from our distribution inventory and other sources. Additionally, we perform production value-added services, including kitting, asset tagging, hard drive imaging and reconfiguration. Our contract assembly facilities are ISO 9001:2000 and ISO 14001 certified.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All contract orders will be placed through Authorized Dealer partners utilizing the TD SYNNEX Dealer model for resellers. The resellers will request contract quotes through their TD SYNNEX sales reps, including the OMNIA Partners contract bid desk on all correspondence. The OMNIA Partners contract bid desk will provide the reseller with the applicable contract information including the contract ceiling prices. When the end user agency places a contract order with the Authorized Dealer, the contract bid desk will review the agency's purchase order for compliance. At any point in this process, the end user agency can reach out to the TD SYNNEX contracts team to verify pricing. For any pricing that is not verifiable using a published manufacturer price file, the contracts team will communicate directly with the manufacturer and provide official MSRP to the agency as directed by the manufacturer.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

TD SYNNEX currently contracts with FedEx, UPS, Old Dominion, Landstar, CH Robinson, AIT Worldwide, XPO Global Forwarding, JIT, and T-Force transportation companies.

TD SYNNEX Corporation has a fully incorporated Supply Chain Risk Management Plan which sets for the guidelines and processes that TD SYNNEX follows to ensure measurable and satisfactory performance against contractual obligations. This SCRM Plan defines and documents the supply chain risk management of subcontractor and vendor efforts, ensuring security, performance and on time delivery at the best cost value to the government.
TD SYNNEX Corporation uses NIST, ISO, TD SYNNEX plans, policies, procedures, and commercial best practices Supply Chain Risk Management processes, beginning with validating procurement source selection strategy and supplier qualification and ending with proper disposition of equipment and completion of services provided to the government.

Approved (certified) suppliers have the appropriate quality control measures to prevent counterfeit items from being introduced into the supply chain including:

- Approved / validated shipping methods.
- Shipping in tamper-resistant packaging.
- Control in all phases using electronic bar coding and optical character recognition which tracks movement, provides lifecycle, recurring inventory.
- Security storage (with controlled access)
- Equipment handled by authorized and certified personnel.
- Replacement equipment to be purchased from approved suppliers.

TD SYNNEX' Supply Chain Risk Management Plan is aligned with the requirements set forth in NIST Special Publications, ISO, and Best Practices (to include counterfeit prevention, tamper prevention, traceability, and tracking).

Additionally, TD SYNNEX Corporation is a member of the Transported Asset Protection Association (TAPA), the international leader in setting standards to prevent cargo crime. We currently hold Customs-Trade Partnership Against Terrorism (C-TPAT) Certification. C-TPAT sets standards for cargo security in the supply chain and is partnered with US Customs and Border Protection. TD SYNNEX is ISO 9001:2008 Certified – this certification documents physical security practices.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Location Code	**Site Address**	**Country**	**Floor Area-ft2**	**Specialty / Focus**
CM503 - DSW Swedesboro - A3	One Technology Drive, Swedesboro, NJ 08085	US	926,350	**Integration and Warehouse**
CM506 - DFO Fontana - A6	13472 Marlay Avenue, Fontana, CA 92337	US	456,000	**Integration and Warehouse**
CM505 - DFW Ft. Worth - AS	5100 Liberty Avenue, Ft. Worth, TX 76177	US	539,200	**Warehouse**
CM504 - DIN South Bend - A4	7700 Vorden Court, South Bend, IN 46628	US	344,000	**Warehouse**
CM502 - DGA Suwanee - A2	3055 Shawnee Industrial Parkway, Suwanee, GA 30024	US	432,000	**Warehouse**
CM3 - DFR	6551 W. Schulte Road, Suite 100, Tracy CA 95377	US	171,685	**Warehouse**
CM6 - DCH	1180 Remington Blvd., Romeoville IL 60446	US	450,900	**Warehouse**
CM7 - DTN	455 RESEARCH DR. Suite 100, Southaven MS 38672	US	517,490	**Integration and Warehouse**
CM50 - DCO Dock Doors, N10-N19	7303 Rickenbacker Parkway West, Columbus OH 43217	US	357,504	**Integration and Warehouse**
CM12- DON	15065 Flight Ave, Chino CA 91710	US	503,160	**Warehouse**
CM16 - DFL	12650 NW 25th Street, Miami FL 33172	US	60,316	**Warehouse**
		Total Floor Area	**4,758,605**	

3.3 Marketing and Sales

F. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

G. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

H. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo.
    - Copy of original Request for Proposal.
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
    - Summary of Products and pricing.
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page.
    - A dedicated toll-free number and email address for OMNIA Partners

At Time of Award

- Create Terms and Conditions summary; develop pricing calculator.
- Communicate contract requirements internally and with each manufacturer line.
- Determine rules of engagement, assign responsibility roles Recruitment.
- Identify Resellers: Vendor lists, TD SYNNEX Point of Sale reports, Sales Managers and Outside Sales reps.
- Social Media announcement and collaborative efforts with OMNIA Partners on award.
- Training: onsite, online, webinars.
- Establish eligibility requirements.
- Sign participation agreement ensuring contract compliance Contract Management;
- Monthly contract review by TD SYNNEX contracts team
- Monthly status calls with each participating reseller.
- Quarterly cadence calls with the contractor community.
- Ongoing calls with participating manufacturers to update/revise strategy.

First 90 Days

- Upon award, communicate to vendor and internal Product Management/Business Development teams.
- Develop contract terms and conditions statement, pricing calculator, and published contract price file.
- Review administrative requirements.
- Update OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation.
- Social Media awareness campaign to direct customers to our website.
- Determine manufacturer's strategy and reseller engagement.
- Establish reseller qualifiers, sales minimums, agreement.
- Review contract requirements with authorized resellers.
- Review required business plan/marketing plan from authorized resellers.
- Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers.
- Where applicable, conduct joint road shows to promote/train.
- Publish TD SYNNEX Corporation press release.
- Provide marketing collateral for resellers.
- Reseller call campaign to reach out to partners to inform them of the contract.
- Dealer visits from our Account Managers to evangelize the contract.
- Dealer Partner live webinar series.
- "Educate and Inform" stage to ensure reseller customers are aware of the contract.
- Conference calls and webinars to inform reseller customers of OMNIA Partners.
- Trade shows, events, and virtual events.
- Government Navigator business intelligence tool to help Dealer partners uncover opportunities.
- Email campaign at the Account Manager level.

Ongoing Management

- Training/webinars - initial and ongoing
- Product Refresh - marketing and communication
- Business Development - slip/gain report for both reseller and manufacturer
- Business Development - monthly sales report to Manufacturer with email updates
- Quarterly Business Review for reseller (or as needed)
- Quarterly Business Review for manufacturers (or as needed)
- Identification of potential seasonal pricing (hot list) for OMNIA eligible agencies

- Quarterly Business Review webinar for reseller community
- Periodic events to include Sourcewell contract dedicated marketing and training sessions at our TD SYNNEX Public Sector SLED events (see https://www.synnexcorp.com/us/govsolv/events/ for examples of upcoming events)
- Maintenance of authorized reseller database with contact information
- Contract reporting and administrative fee payment to the Sourcewell
- Pricing updates as well as new product identification and submission

TD SYNNEX has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNNEX contract website, marketing collateral, and instruction on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNNEX OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive timely, accurate, and contract complaint quotes.

I. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The Public Agency customers' accounts currently under the OMNIA #R200803 contract will be notified by TD SYNNEX of the new awarded contract number through our Public Sector Contract Specialists teams and will provide them with an updated dealer agreement including the new contract award contract details. All of the OMNIA Partners information will be included on the TD SYNNEX OMNIA website.

Current cooperative contracts TD SYNNEX holds include:

- Equalis Group Technology Solutions R10-1173F
- NCPA 01-170 Advanced Technology Solutions Aggregator
- OMNIA Partners Cyber Security Solutions #R200803
- PEPPM 2024 – Wholesaler Technology Catalog
- Sourcewell 020624-SYN

TD SYNNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNNEX will require the reseller/partners to execute a new agreement stating the updated contract number.

TD SYNNEX will make efforts to transition existing Public Agency Customer accounts to the Master Agreement by notifying them of the availability of the new contract and offering all available assistance transferring their procurement(s) to the Master Agreement.

J. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

TD SYNNEX acknowledges and agrees.

K. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide

and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

TD SYNNEX has a dedicated team who are responsible for the overall management of our state/local and Federal contracts. Responsibilities include the coordination of marketing efforts, recruitment and development, quoting, sales, technical support, customer service, post-sales support, reporting and compliance. There is no cost to participate, and OMNIA Partners is a non-exclusive contract sharing best government pricing with partners and end user customers.

TD SYNNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

At TD SYNNEX, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts.

We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery.

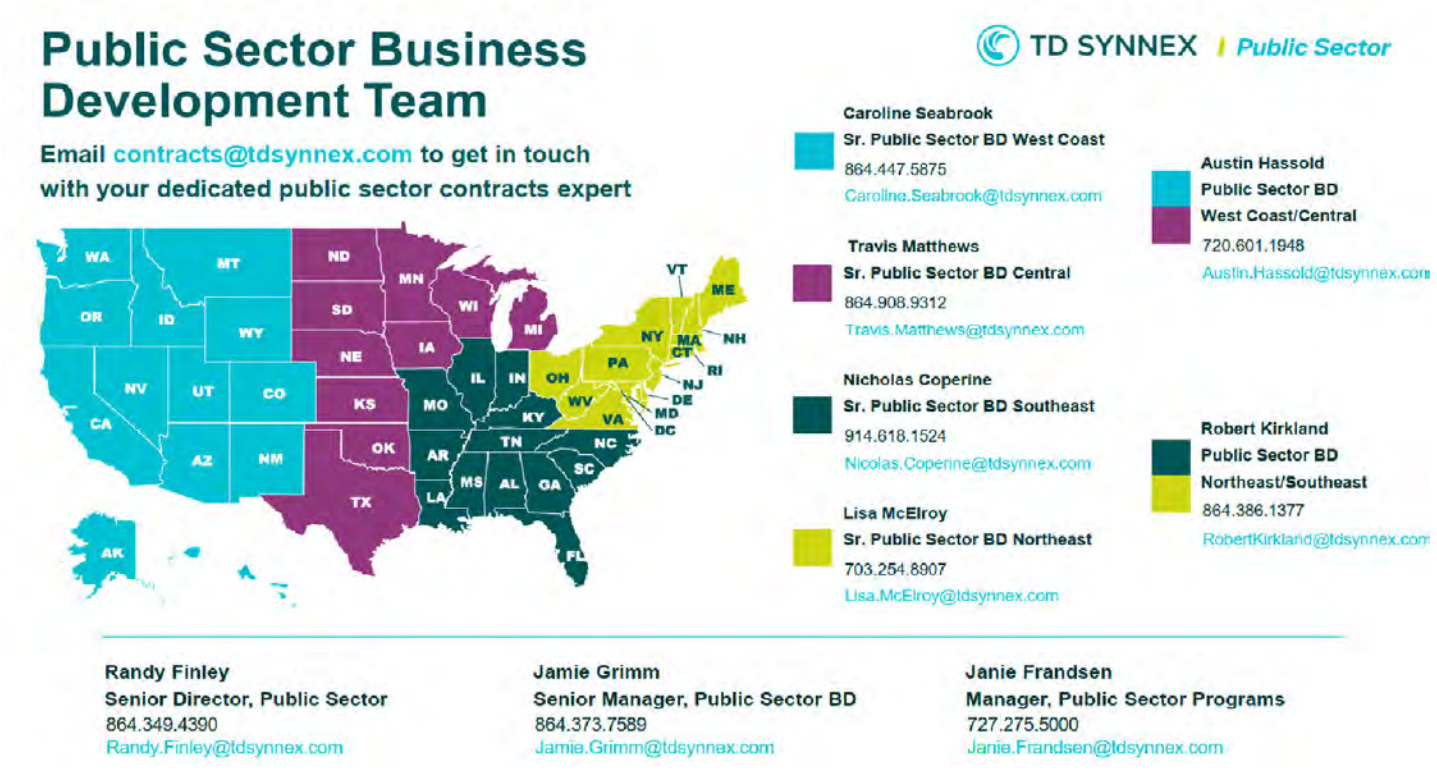
L. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

TD SYNNEX has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNNEX contract website, marketing collateral, and instructions on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNNEX OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive accurate information.

iv. Knowledge of benefits of the use of cooperative contracts

TD SYNNEX has a dedicated group of Contract Specialist Experts that conduct training to educate partners/resellers on the value and usage of the OMNIA Partners contract. These sessions are a requirement for the partners to attend and receive their "On-boarding" training plus their Dealer Agreement contracts. Please see uploaded file under "Other Attachments" entitled "Public Sector Business Development Team".



M. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support: Randy Finley: Sr. Director Business Development
- Randy.Finley@tdsynnex.com
- (800) 2378931 x4001887

ii. Marketing: Melissa Tomberg: Senior Marketing Program Manager
- Melissa.Tomberg@tdsynnex.com
- (800) 2378931 x4102582

iii. Sales: OMNIA@TDSYNNEX.com

iv. Sales Support: OMNIA@TDSYNNEX.com

v. Financial Reporting: Contracts@tdsynnex.com

vi. Accounts Payable: Contracts@tdsynnex.com

vii. Contracts: Contracts@tdsynnex.com

N. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Eddie Franklin, Sr. Vice President for the TD SYNNEX Public Sector sales organization. eddie.franklin@tdsynnex.com
The Public Sector organization consists of approximately 800 co-workers. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

TD SYNNEX has dedicated Business Development Contract Specialists supporting OMNIA as the main contacts for the Sales Teams across the U.S. As these contacts are geographically assigned, like the OMNIA Partners contract we currently support, our experts work in conjunction with OMNIA personnel to assist in closing opportunities. Our Contract Specialists work with the assigned territory contact under the OMNIA Partners website to determine what the best approach to address partner concerns and issues to resolution. TD SYNNEX provides regular updates of new reseller/partners which have been added to the contract once they have been onboarded and understand the contract agreement requirements. Please see the Coverage Map found in the "Response Attachments" tab "Other Attachments".

O. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare. Our marketing and sales efforts promote the onboarding of new Dealer agreements throughout all public sector segments. As we include the full TD SYNNEX line card across all 50 states, the contract encompasses cross industry selling and support.

Ongoing Contract Program Management Activities include, but are not limited to:

- Training/webinars - initial and ongoing;
- Product Refresh - marketing and communication;
- Business Development-slip/gain report for both reseller and manufacturer;
- Business Development-monthly sales report to Manufacturer with email updates;
- Quarterly Business Review for reseller (or as needed);
- Quarterly Business Review for manufacturers;
- Identification of potential seasonal pricing (hot list) for the OMNIA Partners community;
- Quarterly Business Review webinar for reseller community;
- Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our Public Sector SLED events;
- Maintenance of authorized reseller database with contact information;
- Contract reporting and Administrative fee payment to OMNIA Partners;
- Pricing updates as well as new product identification and submission.

TD SYNNEX has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the TD SYNNEX purchasing system. Any issues are noted and resolved to ensure 100% compliance. the reporting period. TD SYNNEX compares reseller/partner sales to our POS data to ensure accuracy. References of our contract support are available upon request.

P. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Under the present OMNIA Partners contract, TD SYNNEX has these top 10 reseller/partners which sold through the contract. Since the reseller/partners sell directly to the agencies, they also own the relationship, but contacts can be provided upon request.

Reseller	Agency Total
UPSTATE WHOLESALE SUPPLY INC, DBA BRITE	$ 5,097,023.00
BLUEALLY TECHNOLOGY SOLUTIONS, LLC	$ 2,537,441.43
COMPULINK TECHNOLOGIES INC.	$ 2,478,988.24
COMPUTERS AT WORK INC	$ 2,171,420.61
RAJ SOMAS (NYC FISA)	$ 1,591,475.10
SENTINEL TECHNOLOGIES	$ 1,143,204.86
CS BUSINESS SYSTEMS	$ 1,052,039.10
FLAGLER TECHNOLOGIES LLC	$ 1,027,837.60
COMPUTACENTER UNITED STATES INC.	$ 993,348.56
TRACE3, LLC	$ 975,332.54

Q. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

With CIS as the backbone of the TD SYNNEX system, TD SYNNEX is able to offer eBusiness solutions. We feature a complete suite of solutions that partners can pick from that best best-fits their business needs. Whether partners are new to eCommerce or already have extensive capabilities, we have options to help your business run leaner and faster.

TD SYNNEX offers the following:

TD SYNNEX eStorefronts

eStorefronts is an online ordering system based on ECExpress, built and hosted by TD SYNNEX. eStorefronts allow resellers to create their own end-customer catalog, or offer all TD SYNNEX Skus to their end-customers, while controlling pricing at a customer or product level. eStorefronts include built-in order management controls, real-time pricing and availability, personalized branding, order notifications and more, all for one inclusive monthly fee.

In addition, TD SYNNEX offers also offers other B2B e-commerce solutions that include: TD SYNNEX ECExpress TD SYNNEX' ECExpress is a real-time back-office management and e-commerce platform that streamlines orders, quotes, and invoices. While securely navigating across all TD SYNNEX sites and tools without logging in again, the ECExpress platform enables you to see product alerts and available inventory, save frequent product searches, and subscribe to reports that include:

- XpressTrak Alerts
- Price and Availability Download (Reseller partners only)
- Bid Portal (Reseller partners only)
- Reports
- Custom Product Search
- Recent Orders

TD SYNNEX' Footprint in Mobile Apps

TD SYNNEX B2B services offer reseller partners Application Development Services to help balance costs, boost service levels and improve productivity through vigorous management of flexible, high-performance, business-critical applications. Leveraging the best-of-technologies and practices, we ensure that your business applications are developed, maintained and managed within optimal costs and acceptable timeframes to provide you secure and undisruptive business environments. We approach Application Development in a mature and proactive way. We believe that Application outsourcing can reap benefits only if risks are minimized, while being balanced by off shoring incentives like reducing costs, unfailing performance ratios and consistent quality levels. Our development model is a recipe of conventional and current business practices. We complement conventional practices with agility to provide faster, more enhanced solutions to clients. We deliver applications within shorter timeframes and agreed-upon deadlines, all without cutting corners or compromising quality.

B2B & eCommerce

TD SYNNEX believes the sole purpose of Information Technology(IT) is to support our businesses. We understand that our customers have unique eCommerce capabilities, preferences, and "best technologies" available. Our eCommerce options allow customers to choose the most cost-effective solution that fits their needs, from the simplest to the most advanced cutting-edge technologies. TD SYNNEX supports both EDI ANSI x12 File Document Specifications and Flat File Document Specifications.

Web Services & XML

TD SYNNEX Web Services are available to reseller partners. The following Web Servics are available:

- Customer Purchase Order
- Price and Availability
- Expense Estimate
- Product Feed Service
- Customer PO Status

TD SYNNEX also offers real-time XML services. Real-time available services include:

- EDI
- PO Submit
- PO Status
- Freight Quote
- Price and Availability
- RMA Create
- RMA Status
- XML Invoice

Punch-out Catalogs

Migrate away from Excel and PDF contract pricing lists by implementing a Punch-out with your customer. Leverage TD SYNNEX' experience and create a branded product catalog accessible from reseller end-user customers' ordering system. Resellers can include a shopping cart with products, quantities and pricing, directly linked to your customers' procurement system.

Features

- Brand the catalog as your own - TD SYNNEX becomes your silent partner.
- Keyword search, product specifications, real-time availability.
- Supports Configure-To-Order(CTO) and non TD SYNNEX sku sales.

Benefits

- Our connections use cXML/XML, SOAP/Web Service, HTTP Post and REST/JSON.
- Our most popular enterprise systems to date include SAP/Ariba, Oracle, Perfect Commerce and service now.
- Our programmers can seamlessly connect to your customer's procurement system using the highest security standards, such as PCI, Trustwave and HTTPS(TLS) 1.1

[redacted]

- [redacted]

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

S. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

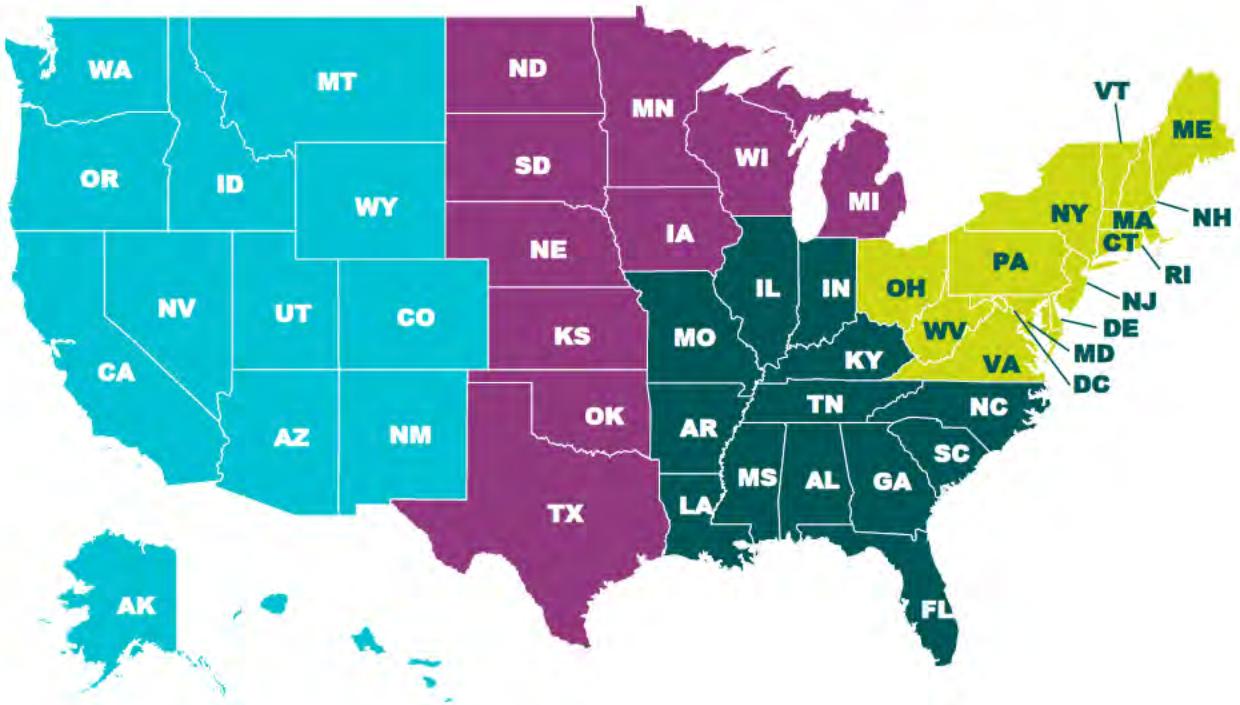
Detail Supplier's strategies under these options when responding to a solicitation.

TD SYNNEX Corporation does not respond directly to Public Agency solicitations. However, Authorized Dealers will be encouraged to respond using the OMNIA Partners contract when products available under this contract are requested. If the Public Agency is unsure whether they are eligible to use the OMNIA Partners contract, TD SYNNEX will provide the Authorized Dealer with contact information for their agency customer to reach out to OMNIA Partners to discuss eligibility. When alternative contracts are requested by the public agency, TD SYNNEX will make every attempt to offer OMNIA Partners contract as an alternative to the requested contract.

Public Sector Business Development Team

TD SYNNEX | Public Sector

Email contracts@tdsynnex.com to get in touch with your dedicated public sector contracts expert



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Janie Frandsen
Manager, Public Sector Programs
727.275.5000
Janie.Frandsen@tdsynnex.com

TD SYNNEX / Public Sector



Diversity Alliance Program

A broad ecosystem of small and diverse resellers leveraging socioeconomic status to win business

You deserve a channel ecosystem strategy that grows your business. When you join the TD SYNNEX Public Sector Diversity Alliance Program, you'll enjoy:

- Access to our fully vetted, small and diverse subcontractor ecosystem
- Brokered introductions to the right type of resellers to advance your business goals
- Enhanced ability to scale your relationships

We understand how difficult it is to manage an ecosystem of diverse resellers that have the right tech skillsets for your needs. We've combined best practices with the experience and scale of the public sector to deliver wins for everyone.

- Get Concierge-Level Relationship Management
- Grow Subcontracting Relationships To Win More Opportunities
- Access a Robust and Diverse Ecosystem
- Get Accurate and Insightful ROI Reporting

Contact your TD SYNNEX Public Sector representative about TD SYNNEX Public Sector Diversity Alliance Program

Visit our website: tdsynnex.com/na/us/td-synnex-public-sector/
For Questions, Email: dap@tdsynnex.com

TD SYNNEX / Public Sector



Join Our Network and Increase Your Public Sector Opportunities

TD SYNNEX Public Sector's Diversity Alliance Program (DAP) is an affinity group of public sector resellers that hold socioeconomic diversity status, and represent a significant amount of TD SYNNEX's Public Sector business. The program promotes collaboration amongst partners, granting you more opportunities to win business.

Diversity Alliance Program Members Have Access to the Exclusive Tools and Benefits:

- Exclusive TD SYNNEX vendor specials
- Financing tools such as escrow agreements, blind lock box and extended terms
- Discounted fees for GSA orders classified as new business opportunities
- Frequent networking opportunities with manufacturers and other partners
- Track vendor promotions through sales and SPIFF reporting tools
- Exclusive DAP Member Concierge

Eligibility

To establish and maintain eligibility as a member of the Diversity Alliance Program, you must:

- Hold socioeconomic diversity status
- Meet minimum threshold of annual and/or public sector sales revenue
- Hold a prime contract or participate in an indirect TD SYNNEX reseller contract program
- Participate in a TD SYNNEX credit terms account or other alternative credit program
- Be in good standing
- Have status verified by a 3rd party organization

TD SYNNEX Public Sector is a powerhouse built with a purpose. We bolster U.S. public sector business for our technology vendors and channel partners and help your end-user customers meet their mission. Our 75 years of combined dedication and service to the U.S. public sector, along with our reach back to 22,000+ of the IT industry's best and brightest positions us as the best partner to help your company reach its fullest potential.

Join the TD SYNNEX Public Sector Diversity Alliance Program and grow your public sector footprint today

Email: dap@tdsynnex.com

TD SYNNEX

Public Sector

2025 Public Sector Program

Navigating the U.S. public sector market presents a wealth of growth opportunities. TD SYNNEX Public Sector consistently leads the market.

In such a highly competitive environment, having a dedicated partner to develop and implement a strong strategy is crucial for the consistent success and long-term sustainability of your U.S. public sector business ventures.

TD SYNNEX Public Sector is your trusted partner to accelerate your public sector growth!

Our program includes comprehensive packages and vertical-specific tracks, providing our sponsors with an effective, year-round marketing strategy.

Program Objective

- **Streamline Access to U.S. Public Sector**: Simplify the process for technology firms and their reseller customers to engage with and thrive within the U.S. Public Sector marketplace.
- **Foster Public Sector Expansion:** Empower TD SYNNEX Public Sector vendors and customers to bolster awareness, drive demand and cultivate precise, high-quality leads for your enterprise.
- **Optimize ROI Throughout the Program Journey**: Strive for a consistent, positive return on investment across every stage of the program's life cycle.

Program Levels

Diamond	$356,000
Platinum	$252,000
Gold	$171,000
Silver	$90,000
Bronze	$50,000

Target Audiences

Our target market comprises two key segments:

Public Sector Reseller Customers: This group offers and promotes technology solutions to all U.S. public sector verticals, including public health, federal government, public utilities, public transportation, state and local government, K-12 education and higher education. We focus on establishing and nurturing strong partnerships pivotal in delivering innovative solutions to the public sector.

Public Sector End Users: This segment comprises the end consumers within the U.S. public sector: those directly utilizing technology solutions. We understand the unique needs and challenges, offering tailored solutions to enhance their productivity, efficiency, security and overall effectiveness.

TD SYNNEX | Public Sector

2025 TD SYNNEX Red, White & You Conference
April 28 – May 1, 2025| San Antonio Marriot Rivercenter on the River Walk| San Antonio, TX

Reseller Audience: Public Sector c-suite executives and business owners that sell across all State & Local Government, Education, Federal and Healthcare verticals.
Vendor Audience: Executives and decision makers that are focused on serving all public sector markets.

Red, White & You Conference	Diamond	Platinum	Gold	Silver	Bronze
Main Stage Keynote (Diamond Sponsors Only) Choose a specific vertical to speak on and present during a general session.	✓	-	-	-	-
Vendor Dine Around (Diamond Sponsors Only) Invite your top partners or potential partners to a local restaurant for dinner and libations.	✓	-	-	-	-
Breakout Session Presentation dedicated to your vendor's solutions.	-	✓	-	-	-
Multi-Vendor Vertical Panel Placement Communicate your value proposition to public sector solution providers. One vendor representative on each multi-vendor vertical panel. These multi-vendor vertical panels are not vendor or industry exclusive.	-	-	✓	-	-
Solutions Pavilion Display your pertinent public sector products in the Manufacturer Solutions Pavilion. Sponsors are encouraged to send public sector-focused representatives.	Extra Large	Large	Medium	Small	Small
In-Person Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Additional badges may be sold a la carte (where space permits). Additional passes may be purchased for $2,500 per pass, subject to availability. The transfer to TD SYNNEX co-worker is subject to internal approvals.	5 Passes	4 Passes	3 Passes	2 Passes	1 Pass
Lead Capture Capture, track, manage and qualify leads you meet at conference. A list of captured leads will be made available after the event.	2	2	1	1	1
Pre-Event and Post-Event Registration Lists Receive a complete list of registered partners, including name, company and title.	✓	✓	✓	✓	✓
Sponsorship Recognition Logo representation on registration website and onsite signage.	✓	✓	✓	✓	✓

TD SYNNEX / Public Sector

Reseller-Facing Multi-Vertical Digital Event	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Public Sector Connections: Red, White & You Comes to You – A Digital Experience Join us for an immersive public sector digital conference designed to bring the essence of our in-person event directly to your screen. Engage with peers, gain valuable knowledge, and be inspired by thought leaders—all from the comfort of your own space and on your own time. **Reseller Audience**: Designed specifically for mid-level individuals looking to deepen their understanding and share valuable takeaways related to the public sector. **Vendor Audience:** Public Sector channel representatives and mid-level vendor management.	✓	✓	✓	✓	✓
Digital Vendor Attendee Passes Unlock exclusive access to our public sector digital conference with the Digital Attendee Pass. This pass grants you entry to a dynamic online environment where you can experience all the event has to offer.	✓	✓	✓	✓	✓
RW&Y Vendor Exclusive Presentation The pre-recorded keynote from the in-person Red, White & You conference will be re-played.	✓	-	-	-	-
Interactive Learning Session Vendors will have a breakout session or similar exclusive digital space for content. These focused sessions are exclusively designed to provide an interactive and collaborative environment where you can explore specific public sector knowledge.	-	✓	-	-	-
RW&Y Comes to You Advertisement Capture the audience's attention with a compelling digital advertisement that delivers your message directly to their screens.	-	-	✓	-	-
RWY Comes to You Banner Advertisement	-	-	-	✓	-
Sponsorship Recognition Logo representation on registration website and digital experience platform.	✓	✓	✓	✓	✓

TD SYNNEX / Public Sector

Reseller-Facing Multi-Vertical Activities and Events	Diamond	Platinum	Gold	Silver	Bronze
Red, White & You Comes to You! **Locations: west coast and east cost** Join our regional mini conference, designed to unite all verticals. These events provide a platform to reach large regions, allowing you to share your message with a broad audience of reseller customers. **Reseller Audience:** Public sector c-suite executives and business owners that sell across all State & Local Government, Education, Federal and Healthcare verticals. **Vendor Audience**: Public sector channel representatives and upper management.	Both	Both	Both	Pick 1	Pick 1
RW&Y Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Additional vendor passes may be purchased for $1,500 per pass, subject to availability.	2	2	1	1	1
RW&Y Comes to You Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNNEX Public Sector subject matter expert in each vertical.	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. T*emplate will be provided.*	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Breakfast Recognition Sponsorship Reserved table in the dining area and onsite signage.	-	-	-	-	✓
Vendor Tabletop Pavilion	✓	✓	✓	✓	✓
Sponsorship Recognition Logo representation on registration website and onsite signage.	✓	✓	✓	✓	✓

State and Local Government Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
Customer's Academy **An Institute Designed for Public Sector Growth** Join us for a three-day program designed to provide a deep, hands-on experience in understanding local government. This immersive academy will feature the city and county of Greenville, SC, offering participants a unique opportunity to interact with key government functions and explore intelligent city solutions. **Why Join Us?** **Experience Local Government** Participants will get a behind-the-scenes look at how local government functions. This academy offers a comprehensive understanding of how local governments provide essential and desired services. Featured agencies include the City and County of Greenville, South Carolina, showcasing their intelligent city solutions. **Reseller Audience:** Our top 20 state & local government partners will be individually invited by public sector Leadership. **Vendor Audience**: Public sector channel executives and decision makers.	✓	✓	-	-	-
Logo on Academy Certificate All participants receive a framed certificate.	✓	✓	-	-	-
Customer's Academy Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Due to space limitations for this exclusive event, no a la carte passes are available for purchase.	1	1	-	-	-

State and Local Government Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
SLED Summit This summit is hosted by the TD SYNNEX public sector subject matter experts for the state and local government market, as well as Education. Hear from key industry speakers on state & local market trends and intelligent cities. **Reseller Audience:** Public sector management decision makers and business owners that sell across all State and Local Government, Education. **Vendor Audience:** Public sector channel representatives and upper management.	✓	✓	✓	Pick FED or SLED	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Transfer to TD SYNNEX co-worker subject to internal approvals. Additional badges may be sold a la carte (where space permits). Additional vendor passes may be purchased for $1,500 per pass, subject to availability.	2	2	1	1	-
Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNNEX Public Sector subject matter expert in each vertical	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. *Template will be provided.*	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Vendor Tabletop Pavilion	✓	✓	✓	✓	-
Sponsorship Recognition Logo representation on registration website and on-site signage.	✓	✓	✓	✓	-

TD SYNNEX / Public Sector

Federal Event Track	Diamond	Platinum	Gold	Silver	Bronze
Federal Summit **Location: Washington D.C. Metropolitan area** Join us at the annual Federal Summit hosted by TD SYNNEX public sector experts, tailored for the federal market. Gain insights from key industry speakers on federal market trends and intelligence, preparing you for the busy buying season ahead. **Reseller Audience:** Public sector management decision makers and business owners that sell across Federal. **Vendor Audience**: Public sector channel representatives and upper management.	✓	✓	✓	Pick FED or SLED	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Transfer to TD SYNNEX co-worker subject to internal approvals. Additional badges may be sold a la carte (where space permits). Additional vendor passes may be purchased for $1,500 per pass, subject to availability.	2	2	1	1	-
Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNNEX Public Sector subject matter expert in each vertical	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. *Template will be provided.*	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Vendor Tabletop Pavilion	✓	✓	✓	✓	-
Sponsorship Recognition Logo representation on registration website and on-site signage.	✓	✓	✓	✓	-

TD SYNNEX / Public Sector

Multi-Vertical Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
NEW! - The Stars and Stripes Retreat **An Exclusive Opportunity Awaits!** Join an elite gathering of partners at the prestigious Stars and Stripes Retreat, a two-and-a-half-day event designed to foster strategic relationships and unparalleled networking opportunities. **Engage with Top-Tier Attendees** Immerse yourself in a luxurious resort setting where you will have the chance to connect with top customer attendees. This intimate event ensures ample time for meaningful interactions with esteemed customer attendees, including those with diversity status. **Elevate Your Presence** Leverage exclusive speaking opportunities and focused networking sessions to highlight your expertise and forge enduring connections with this distinguished group of industry leaders. **Reseller and Vendor Attendees** This retreat is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	✓	✓	-	-
Branding on Team Activities or Dinner Reception	✓	-	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. *Template will be provided.*	-	✓	-	-	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Due to space limitations for this exclusive event, no a la carte passes are available for purchase. All guests must be over 21 years of age.	1 pass, plus a guest	1 pass, plus a guest	1 pass, plus a guest	-	-
Hotel Room (1) Room per sponsoring vendor is included with the sponsorship. Any additional hotel rooms requested will be paid for by the guest.	✓	✓	✓	-	-

TD SYNNEX Reseller Facing Events	Diamond	Platinum	Gold	Silver	Bronze
Public Sector Vendor & Partner Alliance Network This a strategic collaboration developed from our relationships with some of the world's leading technology companies — is more than a traditional alliance network. We go above and beyond to access experienced perspectives, leverage independent thinking and look at the business in a new way to shape the public sector markets of tomorrow. **Reseller and Vendor Attendees** This Alliance Network is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	-	-	-	-
DAP University DAP University, an invitation-only extension of our Diversity Alliance Program, is designed to expand the reseller customer's knowledge and expertise to grow their business. DAP University is designed to engage with sales and extended teams within your organization through interactive exercises and courses. The final coursework will conclude with a capstone presentation. **Reseller and Vendor Attendees** DAP University is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	✓	-	-	-

TD SYNNEX Sales Facing Events	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Vendor Showcase and Sales Engagement Day **Locations: TD SYNNEX Clearwater, FL and Greenville, SC offices** Our internal Public Sector Sales Representative showcase days provide an opportunity to network, learn, and unwind with TD SYNNEX sales colleagues and public sector leadership. During the workday, vendors will have dedicated spaces to showcase their products and services, enabling our sales team to explore and learn about the latest industry trends and innovations. Vendors will provide access to insider knowledge, best practices and industry updates that can enhance sales strategies and performance. **Sales Audience:** Our inside public sector sales team. **Vendor Audience:** Channel representative.	-	-	-	Pick 1 Location	Pick 1 Location
Rollin' With Randy - Digital Experience Event This 45-minute virtual event is hosted by Randy Finley, Senior Director of Business Development – Public Sector with TD SYNNEX Outside Sales Representatives (OSRs) and Inside Sales Representatives (ISRs) teams. The opportunity to participate in one of our most successful sales development events sells out every year. **Sales Audience:** Our top OSR and ISR teams. **Vendor Audience:** Channel representative.	✓	-	-	-	-

TD SYNNEX / Public Sector

Market Intelligence	Diamond	Platinum	Gold	Silver	Bronze
Market Intelligence Hub Leverage our extensive on-demand library, filled with current market intelligence deep dives into state, education, and federal IT trends, as well as key spending areas. • Identify Sales Opportunities: Uncover IT sales opportunities, understand the demand drivers, and explore funding trends across the public sector. • Stay Informed: Access insights into IT requirements and the technologies driving the market. • Master Government Fundamentals: Utilize our training videos on procurement, contracts, and federal regulations to help your teams tailor their strategies effectively.	✓	✓	✓	✓	-
Market Intelligence (MI) Report Deep dive into target public sector customers using actionable insights tailored to your product offering • Actionable Market Trends & Priorities: Uncover the specific procurement needs and growth opportunities of your target customer, directly aligned with your product offerings. • Strategic Sales Insights: Gain a comprehensive understanding of your target customer's decision-making processes, addressable budgets, and preferred contract vehicles. • Key Stakeholder Mapping: Access detailed org charts to identify key decision-makers and influencers within your target customer's organization, and understand which companies already have an established presence.	4	2	1		
Market Intelligence Strategy Session Engage in a one-on-one business planning session with a Market Insights Leader. These strategic sessions are designed to help you develop robust business plans and expand your business with TD SYNNEX Public Sector, guided by in-depth market analysis. We leverage real-world market intelligence and customer insights, transforming them into actionable business development and marketing strategies.	2	1	-	-	-
Market Intelligence Webinar: Guest Spotlight Become a featured guest in one of our monthly webinars to showcase how your technology aligns with the market intelligence covered in the webinar. The audience is typically solution providers and manufacturers selling to the government.	1	-	-	-	-

Digital and Social Media Activities	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Access E-Rate Resource Center for Education Our E-Rate Resource Center is dedicated to empowering educational vendors by providing essential information and support for navigating the E-Rate program. By leveraging our E-Rate Resource Center, educational vendors can effectively secure funding to improve connectivity and technology access, ultimately enhancing learning outcomes.	✓	✓	✓	✓	✓
State, Local, and Education (SLED) Fiscal Year-End Campaigns A multiple month aircover campaign targeting SLED reseller customers and end users that runs up to the fiscal year-end for most SLED organizations. *The vendor sponsor is responsible for providing product information. Vendor sponsor has the option to select their messaging for State and Local, Education, or both.*	1	1	-	-	-
Federal (FED) Fiscal Year-End Campaigns A multiple month aircover campaign targeting federal reseller customers, system integrators and end users that continues to the fiscal year-end for federal agencies. *The vendor sponsor is responsible for providing product information.*	1	1	-	-	-
Social Media Posting A social media posting that includes messaging on the TD SYNNEX Public Sector social platforms (i.e., LinkedIn, Facebook, X). TD SYNNEX Public Sector will develop social graphic content. *The vendor sponsor is responsible for providing creative input and call-to-action URL link.*	1	1	3	2	1
Monthly Reseller-Facing Multi-Vendor Newsletter An opportunity to be featured in one of our newsletters shared electronically with our partner communities throughout the year.	11 Months	11 Months	6 Months	3 Months	1 Month

TD SYNNEX / Public Sector

Marketing Activity	Diamond	Platinum	Gold	Silver	Bronze
Subject Matter Expert (SME) Consultation Session Unlock your business potential with our Public Sector subject matter experts. Benefit from an exclusive coaching session tailored to your needs in federal government, state and local government, education, and healthcare. Let us help you refine your strategy and achieve your goals. *Vendors will select one vertical for their consultation session.*	-	-	1 Session	1 Session	-
Access to Public Sector All-Hands Meeting Have a five-minute virtual elevator pitch during the Public Sector All-Hands Meeting. This weekly meeting includes Public Sector business leaders and business development representatives.	-	-	✓	✓	-
NEW! – Expanded access to the Diversity Alliance Program (DAP) Our vast network comprises over 2,500 resellers, including small, minority-owned, women-owned, and veteran-owned businesses. This diverse base broadens our reach and enhances our ability to meet the varied needs of partners across different sectors.	✓	✓	✓	✓	✓
Access to Targeted Reseller Customers Gain direct access to principals, owners, and key decision-makers at the forefront of Public Sector solutions! Connect with the right individuals to effectively expand your product reach within our extensive network of 10,000+ resellers.	✓	✓	✓	✓	✓
Access to Contracts Team Training During this training, vendors will learn the value of using the TD SYNNEX Public Sector Contract Portfolio and their positioning under these contracts. Over 95% of all procurements for public sector use a buying vehicle, and our contract portfolio can be utilized across all 50 states. Please d reseller customers eliminate the need to issue a competitive bid — saving time and effort. Vendors have access to our Contracts Hub. TD SYNNEX Public Sector - Contracts Hub	✓	✓	✓	✓	✓
TOTAL PROGRAM INVESTMENT	**$356,000**	**$252,000**	**$171,000**	**$90,000**	**$50,000**

Industry Events A La Carte	Booth and Reception	Reception	Booth
WEST (Jan. 28-30, 2025) WEST connects the industry professionals who design and build platforms, equipment and weapons with the designers of communications and technical systems. • Twelve booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Unlimited reception sponsorships • San Diego, CA	$18,000	$13,000	$7,500
TechNet Cyber (May 6-8, 2025) AFCEA's TechNet Cyber serves as a center of gravity for a whole-of-government effort to bring together the policy, strategic architecture, operations and C2 — along with the joint capabilities needed — to meet the global security challenges and successfully operate in a digital environment. • Five booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Baltimore, Maryland	N/A	$15,500	N/A
EDUCAUSE Annual Conference (Oct. 27-30, 2025) The EDUCAUSE Annual Conference connects the best thinkers in higher education technology. • Seven booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Nashville, TN	N/A	$15,000	N/A
DoDIIS (Date TBA) DoDIIS is the premier information technology conference where distinguished speakers collaborate with trusted partners, and experience ground-breaking technical solutions to support the warfighter. • Five booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Unlimited reception sponsorships • Location: TBA	$15,000	$11,000	$8,000

TD SYNNEX / Public Sector

Business Unit Activity

NEW! - Subject Matter Expert and Business Development Representation at Industry Events
TD SYNNEX Public Sector is committed to enabling the success of our partners in the public sector. We understand that staying at the forefront of industry trends and connecting with key stakeholders is crucial for growth. Our teams have actively participated in or sponsored a range of impactful industry events. These events provide valuable insights into the latest technologies, procurement processes, and policy updates shaping the public sector landscape.

Vertical	Industry Event
All Public Sector Verticals	Center for Digital Government (eRepublic) Beyond the Beltway
All Public Sector Verticals	RSA - Public Sector Day
All Public Sector Verticals	Vendor's Sales Kickoffs & Public Sector Summits
Education	CITE (California IT in Education)
Education	EDUCAUSE
Education	Future of Education Technology Conference (FETC)
Education	International Society for Technology in Education
Education	TCEA (Texas Computer Education Association)
Federal	AFCEA Air Force IT Day
Federal	AFCEA Belvior Industry Days
Federal	AFCEA Maritime IT Summit
Federal	AFCEA NOVA Day
Federal	AFCEA Space Force IT Day
Federal	AFCEA USMC IT Days
Federal	AFCEA West
Federal	Air Force IC Industry Symposium
Federal	Charleston Defense Association (CDCA) Summit
Federal	DAFITC (Department of the Air Force Information Technology and Cyberpower
Federal	Defense Healthcare Conference
Federal	Defense Leadership Forum
Federal	Defense Leadership Forums
Federal	DoDIIS (Department of Defense Intelligence Information Systems) Conference
Federal	FedCon (Federal Contractors) Conference
Federal	GEOINT
Federal	Homeland Security Critical Infrastructure Conference
Federal	Modern Day Marine
Federal	Naval IT Day
Federal	Navy Contracting Summit
Federal	Navy League Sea, Air and Space Events
Federal	NLIT (National Laboratories Information Technology) Summit - Dept of Energy

Vertical	Industry Event
Federal	OPM/GSA Industry Day
Federal	PAX River IT Days - Dept of Navy
Federal	Rocky Mountain Cyber Symposium
Federal	TechNet Cyber
Federal	TechNet Indo-Pac
Federal	TechNet Agusta
Healthcare	Beckers Healthcare IT Conference
Healthcare	CoSN (Consortium of School Nursing)
Healthcare	HIMSS
Public Safety	FBI Academy
Public Safety	FBI National Academy Alumni Association (FBINAA) Conference
State/Local Govt	APCO (Association of Public-safety Communication Officials)
State/Local Govt	Fire-Rescue International Conference by International Association of Fire Chiefs (IAFC)
State/Local Govt	IACP (International Association of Chiefs of Police)
State/Local Govt	International City/County Management Association (ICMA) Conference
State/Local Govt	ISC (International Security Conference) West by Security Industry Association
State/Local Govt	ITS (Intelligence Transportation Society) World Conference & Expo
State/Local Govt	IWCE (International Wireless Communications Expo)
State/Local Govt	NACO (National Association of Counties) Annual Conference
State/Local Govt	NASCIO (National Association of State Chief Information Officer) Annual Conference
State/Local Govt	NASPO (National Association of State Procurement Officials)
State/Local Govt	National Association of State Technology Directors (NASTI)
State/Local Govt	NIGP: The Institute for Public Procurement
State/Local Govt	Palmetto Cyber Summit
State/Local Govt	PWX Expo (American Public Works Association)
State/Local Govt	Smart Cities Connect Conference







TD SYNNEX

Activating Sustainable Change

FY2023 Corporate Citizenship Report

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A Message From Our CEO

Activating Progress at TD SYNNEX, and Beyond

TD SYNNEX is all in as we capture opportunities to advance our corporate citizenship efforts.

It's exciting to reflect on FY2023, a year of growth and corporate citizenship progress for TD SYNNEX amid rapid technological change. Our partners have been ramping up AI and cloud capabilities, making room for new growth services and navigating emerging regulations and trends. Additionally, we have seen increased desire for sustainable product solutions from our customers and their end users. As we've supported them, working together to solve these challenges and make the most of new opportunities, our essential function in the IT ecosystem has never been clearer.

Just as we value collaboration with our partners, we continue to leverage it internally to activate sustainable change. Guided by our Environmental, Social and Governance (ESG) framework, we engaged co-workers across business units and regions to further our environmental and social commitments throughout the past year. Already, we've achieved our goal of doubling co-workers' Business Resource Group (BRG) participation and received validation on our Science Based Targets to ultimately achieve net zero by 2045. It's gratifying to see our efforts result in external recognition, including a silver medal from EcoVadis and a Management (B-) rating from CDP.

As we reach these milestones, we're building capacity to activate broader ESG initiatives and maximize our positive impact. Our Sustainability Summits are an example of how we're deepening our teams' knowledge of ESG topics and encouraging them to keep raising the bar. We're also using our robust connections with IT channel partners to support mutual progress toward our environmental and social goals. By focusing on areas such as Circular Economy and Sustainable Logistics — our two towers of specialization at TD SYNNEX — we can deliver widespread benefits while helping to lead long-lasting change.

Our co-workers are all in on these efforts. From the work of our global Green Teams and our community volunteers, they've demonstrated a passion for making a difference at TD SYNNEX and far beyond. There's much more to do, but we've got the wind in our sails as we continue to pursue meaningful results. I'm feeling energized as I look toward the year ahead. Activation leads to increased velocity on our existing corporate citizenship initiatives and new insights into where we can go next.

Patrick Zammit, Chief Executive Officer, TD SYNNEX

A Company Who Cares

To manage relentless change — in technology as well as society — TD SYNNEX[1] invests in innovation, creative solutions and partnerships that enrich the way we live and work.

A Few Things to Know About Us

We empower

our global partners to achieve great outcomes with technology.

We're building

connections across the global IT ecosystem to unlock its potential for all.

We'll get there

by delivering compelling technology solutions to a dynamic global marketplace.

We're doing it together

with a team of approximately 23k+ co-workers and 150k+ trusted partners around the world.

Our shared values

of inclusion, collaboration, integrity and excellence help us remain aligned and true to who we are.



[1] TD SYNNEX is branded and trades as Tech Data and Tec D in the Asia Pacific Japan region. Both Tech Data and Tec D are TD SYNNEX companies.

Awards and Recognitions

In 2023, we were proud to earn awards that recognize our culture, caring environment and sustainability efforts, including:

- FORTUNE World's Most Admired Companies 2023
- CDP Management (B-) rating
- Dell Technologies ESG Partner Spotlight—Q3 Recognized Partner
- Google Cloud Diversity, Equity and Inclusion Partner of the Year 2023—TD SYNNEX Japan
- CRN Women & Diversity in Channel Awards 2023, Gender Parity Award—TD SYNNEX UK&I
- CRN Inclusive Channel Leaders 2023
- National Road Transport Federation, Responsible Transport and Logistics label—TD SYNNEX France
- Great Place to Work certified in the Czech Republic, France, Brazil, Poland, Portugal, Spain, Turkey, U.K., the U.S. and Vietnam
- EcoVadis Silver medal—TD SYNNEX and EcoVadis Platinum medal—TD SYNNEX France

Putting Corporate Citizenship to Work



Our robust ESG framework is designed to deliver long-term value for our stakeholders. As our business grows, this framework will help us ensure a strong focus on key areas in which we believe TD SYNNEX and our industry partners can have the greatest impact.

Our initial materiality assessment revealed several ESG areas that are priorities for our business and stakeholders, including diversity, equity and inclusion; greenhouse gas (GHG) emissions; and privacy, data protection and cybersecurity, to name a few. These results have since been echoed in our enterprise risk management process, which reinforces the direction of our ESG framework.

This year, we focused on operationalizing our framework through program development while engaging our global co-workers to bring our commitments to life. In 2024, we will be conducting a double materiality assessment and will continue to align our corporate citizenship efforts as we move forward. Furthermore, we have refined our collection of data and process controls related to ESG topics to further enhance our programs, fulfill future reporting requirements and accelerate our efforts.

> "We started this process by engaging our stakeholders and assessing where we could have the most impact through a materiality assessment. It was a deep dive into what was most important to our business, our co-workers, our partners and our industry. Our unique position at the center of the tech universe allows us to identify opportunities for innovation, sustainable practices and positive outcomes up and down the value chain."
>
> Patrick Zammit, Chief Executive Officer at TD SYNNEX

Addressing the UN SDGs

As we head toward the 2030 Agenda for Sustainable Development, we recognize the increasing importance of taking action to help protect the planet, ensure a more prosperous and just future and improve communities' quality of life. Our corporate citizenship efforts are best aligned with the following United Nations Sustainable Development Goals (UN SDGs):

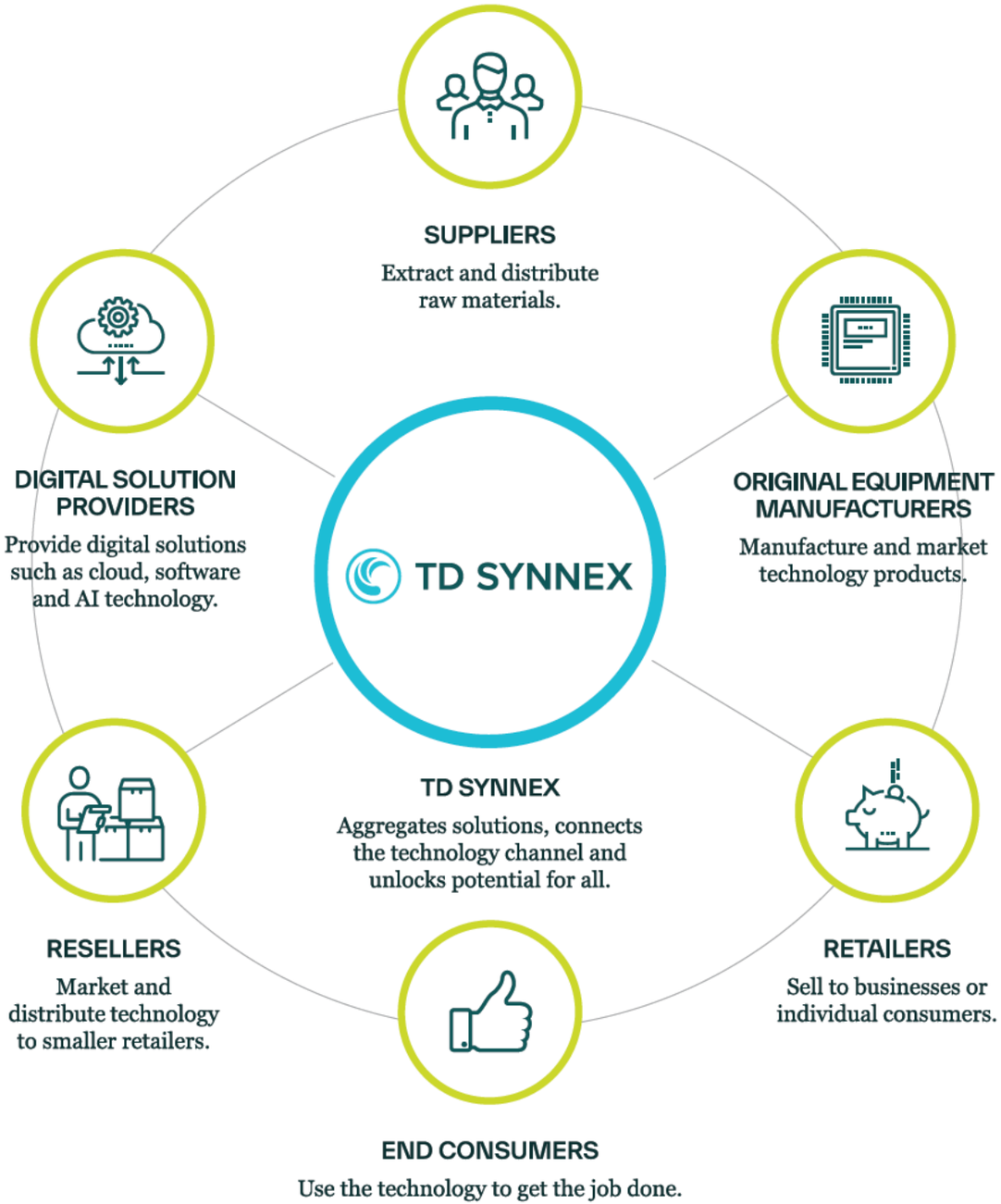


Transforming the Technology Ecosystem

The technology ecosystem is as complex as it is critical, requiring specialized expertise from across the landscape. TD SYNNEX sits in the middle of it all, connecting more than 150,000 reseller customers with 2,500+ best-in-class technology vendors, ideally positioned to orchestrate and influence the future of sustainability industrywide.

In order to support innovation and solutions that enrich the way we live and work, TD SYNNEX acts as a connector between manufacturers, suppliers, solutions providers and the rest of the market. We also support resellers and retailers that are further down the supply chain to scale their businesses and respond to rapid changes in the market.

The technology business partner ecosystem is alive with connections that inspire innovation, creative solutions and partnerships that enrich the way we live and work. The diverse partnerships we foster give us a unique perspective, which we leverage to deliver value ecosystem-wide. While our greatest impact potential is in providing product use and end-of-life solutions, we also seek to drive change by providing educational opportunities and industry insights.





"Thanks to our vantage point at the heart of the IT channel ecosystem, we are uniquely well-positioned to help vendors, partners and end users accelerate their adoption of sustainable technology solutions and business practices. And we have a shared duty — along with our ecosystem partners — to do so. Whether it is engaging in the circular economy, aligning on common industry standards for the sustainability attributes of IT equipment, or enabling our customers to easily navigate to more sustainable products on our e-commerce platform, TD SYNNEX is driving tangible action to embed sustainability in our industry. By working together as a united technology ecosystem, I believe we can truly make a positive impact."

Jill Kermes, Corporate Vice President, Global Communications and Corporate Citizenship

Engaging Partners During Our Sustainability Roundtable

We aim to positively impact our partners' ESG progress through sustainability workshops, conventions and other engagement touchpoints. For example, during our European Vendor Partner Summit in October 2023, we convened strategic vendors and customers at a sustainability roundtable held in Spain, which we will continue to host on an annual basis. We discussed the difficulties of calculating and sharing product sustainability attributes based on comparable methodologies, on top of the added challenge of making IT products and business models more circular. There was consensus that sustainability is gaining momentum in our industry, and major shifts are expected in the coming years that will drive further innovation and collaboration.

Leading the Conversation on Sustainability in the Industry

We participated in a forum hosted recently by our longtime technology market analyst partner, Canalys. Jill Kermes, our Corporate Vice President of Global Communications and Corporate Citizenship, joined panelists representing other channel partners including Dell Technologies, Lenovo, HP, Sycomp and UDT, to discuss how a holistic sustainability approach impacts every aspect of an organization. During the discussion, the panel shared how they are each attracting and retaining customers, recruiting top-notch employees and gaining investor support.

Direction of Technology Report Survey

TD SYNNEX publishes industry research that provides insight for channel partners and serves as a compass to help our partners point their organizations in the right direction. The 2023 Direction of Technology survey findings show that channel partners are recognizing the rising importance of ESG as a critical aspect of their own business in addition to a product that their end users and customers will need. The report found:

- A 125% increase in ESG importance since 2022
- A 37% additional increase in the importance of ESG expected by 2025
- 38% of respondents perform ESG through hybrid or outsourced partnerships
- 69% of channel players are now seeing ESG considerations influencing IT procurement
- 51% say they offer recycling or circular economy take-back schemes

Learn more and download the full report here.

Participating in the GTDC Summit

At the Global Technology Distribution Council Summit EMEA 2023, we joined a consortium of the world's leading tech distributors to explore areas of opportunity for the IT industry and sustainability was an area of focus. We highlighted TD SYNNEX's carbon-reduction efforts, including initiatives related to green energy and logistics, building a circular economy and product sustainability. The event reflects our commitment to contribute our experience to the growing body of knowledge around sustainability and its critical importance to the IT industry's future. In addition, we are participating in a project with GTDC and other technology focused companies and organizations on product sustainability attributes. The project's goal is to drive standardization, enhance data availability and transparency, and as a result provide opportunities for the industry to make their combined value chains more sustainable.

Our Corporate Citizenship Commitments



Environmental Commitments

Our goal is to help build a healthier planet and develop a more sustainable approach to doing good business. To do this, we are committed to setting emissions-reduction targets in our own operations, increasing our sustainability initiatives and supporting our customers and vendors to reduce the impact of technology products. Our environmental commitments include:

Science Based Targets Initiative (SBTi)
Following validation from SBTi, we are proud to commit and work toward achieving the following science based targets:

By 2028:

- 90% of our suppliers by spend covering purchased goods and services will have science-based targets.
- 58% of our customers by revenue covering use of sold products will have science-based targets.

By 2030:

- Reduce absolute Scope 1 & 2 GHG emissions by 42%.[2]

By 2045:

- Reach net-zero GHG emissions across the value chain.[3]

Additional Goals:

- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Further deploy Environmental Management Systems such as the International Organization for Standardization (ISO) 14001.[4]

Learn more about our progress on environmental commitments.

Social Commitments

Our commitment to our co-workers and our communities is essential to our success. To support them, we are dedicated to increasing co-worker engagement, expanding representation in our workforce and partner ecosystem and empowering underserved communities by helping to bridge the digital divide. Our social goals include:

By 2025:

- Increase representation of underrepresented groups in our workforce.
- Double co-worker participation in our BRGs.

By 2030:

- Increase representation of those who identify as women to 50% of our workforce and 40% of our people leaders.

Additional goals:

- Increase the diversity of our partner ecosystem.
- Help bridge the digital divide by providing devices, digital skills training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people.

Learn more about our progress on social commitments.

[2] Reduction is based on a 2022 base year.
[3] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.
[4] ISO 14001 refers to the set of standards put forward by the International Organization for Standardization focused on environmental management systems.

Environmental Sustainability

TD SYNNEX is a solutions company driven to deliver transformative results. Through our Corporate Citizenship program, we're applying that strength to unlock progress toward key environmental goals. We're committed to expanding the circular economy, sharing our sustainability insights and achieving net-zero GHGs in our global operations by 2045. By engaging our global co-workers and channel partners, we aspire to advance environmental sustainability — not only at TD SYNNEX but industrywide.



Activating Our Strategy in FY2023

Submitted our near- and long-term emissions-reduction targets to the SBTi and targets were validated in May 2024

Hosted Sustainability Summits for co-workers in two regions: Latin America and the Caribbean (LAC), and Asia Pacific and Japan (APJ)

Grew the number and reach of our co-worker-led Green Teams to include nearly 40 teams that are engaging our global sites

Expanded sustainability-focused training and education with a third module on Carbon

Activated our two towers of specialization: Sustainable Logistics and Circular Economy

Sustainability Metrics and Reporting



By measuring our performance, we can identify where we're making environmental progress and how we can continue to improve. This also equips us with insights that we can share with co-workers, customers, partners, shareholders, regulators and other stakeholders.

As we continue to deepen our sustainability efforts, we strive to be accountable and transparent each step of the way. The stories and data shared throughout this report reflect that commitment.

We are proud to mark our second year of corporate citizenship reporting. To build on this progress, and our commitment to continuous improvement, we are constantly evaluating ways to strengthen our internal process controls for data. Since our last report, our sustainability team collaborated closely with our Internal Audit and Legal teams to enhance sustainability data controls to ensure we keep pace with the evolving regulatory landscape.

Out of these collaborations, we implemented several measures to improve our data collection and reporting processes. First, we have enhanced our administrative reporting procedure per our Internal Audit recommendations, incorporating heightened data checks and process controls. Second, we have shifted to a new carbon accounting tool with more robust process controls and quality checks. And third, we have developed and implemented a Chain of Custody process for stakeholder reporting, providing greater accountability and traceability of our data. We are continually focused on improving our data collection process and controls and will explore additional measures in the future such as external assurance.

We're motivated by the recognition we've received for our sustainability performance in 2023, including earning a silver medal from EcoVadis. We also submitted our Climate Change performance to CDP for the second time, earning a Management (B-) score. These two year-over-year improvements reflect the expansion and enhancement of our Corporate Citizenship program over the last year.

Environmental Commitment	Actions and Progress
Further deploy Environmental Management Systems such as the ISO 14001	Maintained ISO 14001 at close to 50% of TD SYNNEX real estate footprint

Achieving Sustainability Certifications at Our Sites

We align our operations with the leading standards for sustainability, safety, efficiency and quality management, including certification through International Organization for Standardization (ISO) 9001[5] and ISO 14001.

Sixteen of our locations are also certified with sustainable building standards, such as Energy Star, Leadership in Energy and Environmental Design (LEED), Building Research Establishment Environmental Assessment Methodology (BREEAM) and Energy Performance Certificate (EPC) certifications.

We are continuing to assess additional sites to expand our ISO and sustainable building footprint.

Certification Highlights:

- 80% of our real estate footprint is certified by ISO 14001, ISO 9001 or both.
- More than 10% of our real estate footprint have been certified to be a sustainable building.

[5] ISO 9001 refers to the set of standards put forward by the International Organization for Standardization focused on quality management related to performance and meeting customer expectations.

Climate Mitigation and Greenhouse Gases

The challenges of climate change impact all of us, and we all must step up to drive positive change. At TD SYNNEX, we've set a goal to achieve net-zero GHG emissions in our global operations by 2045.

Our roadmap toward progress covers areas from facilities and energy to transportation and logistics. We're also working with our customers, vendors and other partners to mitigate our supply chain emissions and promote sustainable products.

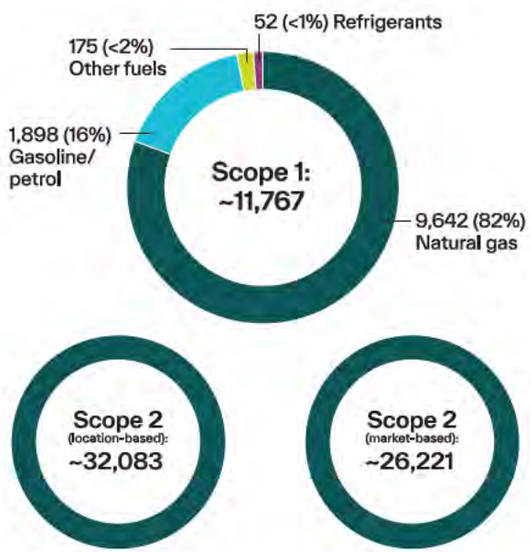
In FY2023, we submitted our near- and long-term targets to SBTi. In May 2024, we received validation for our targets, which we have included in this report. This milestone affirms that our decarbonization plan is ambitious and informed by leading science.

Addressing Scope 1 and 2 Emissions

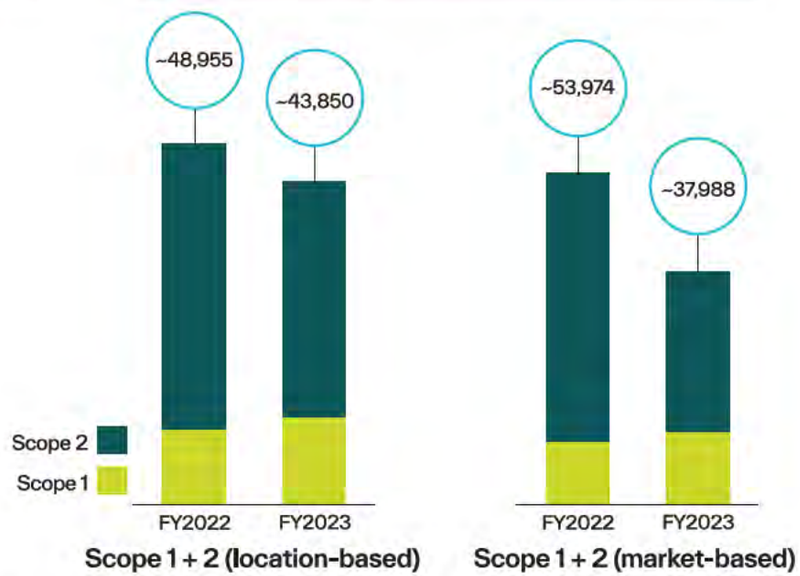
- In FY2023, we achieved a combined Scope 1 & 2 emissions reduction of approximately 30% over FY2022, primarily by transitioning several of our facilities to renewable energy.
- Our Scope 1 (direct) emissions derive from the natural gas we burn for heating, plus other fuels and refrigerants. We have started exploring decarbonization assessments for alternative heating and fuel options.
- Our Scope 2 (indirect) emissions mostly come from the generation of electricity we consume in our facilities. We are addressing this scope by reducing our energy consumption and expanding our renewable energy procurement, which is detailed on page 14. Currently, self-generated energy from solar installations at our facilities and purchased renewable energy now account for approximately 31% of our electricity use.

Environmental Commitment	Actions and Progress
Reach net-zero GHG emissions across the value chain by 2045[6]	We achieved a reduction of approximately 30% in our Scope 1 and 2 emissions from FY2022.

FY2023 Scope 1 and 2 Emissions (metric tons of CO_2e)[7]



GHG Emissions Trend (metric tons of CO_2e)[7]



[6] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

[7] Please refer to page 45 for GHG Inventory disclaimer.

Addressing Scope 3 Emissions

What they are: The majority of our carbon footprint is comprised of emissions from our value chain and also transportation-related activities.

How they're generated: They result primarily from the production and use of the goods and services we distribute, and through the transportation and use of products we bring to market.

The challenge: Because these emissions occur from sources beyond our direct control, they're more difficult to calculate and reduce.

How we're addressing them: We're promoting circular economy principles, green transportation, sustainable marketing, events and products, and best practice sharing, tools and education for our partners.

Here are some examples of how we took action in FY2023:

[8] PWC, The US electric vehicle charging market could grow nearly tenfold by 2030: How will we get there?

Moving Toward Sustainable Marketing

In Ireland and the U.K., our teams are raising the bar on environmentally conscious marketing. When selecting venues for events, they assess the site's policies with a focus on avoiding single-use plastics, encouraging recycling, offering plant-based food options and minimizing food waste. They also seek locations with electric vehicle (EV) charging infrastructure and accessibility to public transportation. With rare exceptions, they avoid hosting overnight stays. The team developed a carbon calculator to determine the approximate impact of various marketing activities, which serves to influence future strategy and choice of event size. They've also partnered with Treedom to purchase and plant trees based on the number of attendees at each event, planting 330 trees since the beginning of the initiative through FY2023. Moving forward, they're looking to integrate these practices into training for our Marketing co-workers while expanding the initiative across Europe, and in the U.S.

Promoting Sustainable Products and Solutions

Our team in France is working to reduce emissions that occur from product use. In FY2023, they began to identify sustainable product attributes for items such as laptops, smartphones and monitors. They considered factors such as whether the components, materials or packaging in an item were recycled, recyclable or biodegradable, and whether the item included industry-recognized energy labels or certifications. The team then created a "Green IT" filter for our e-commerce platform that empowers partners to make sustainable procurement decisions. Another partner focused initiative, started in the U.S. by our PowerSolv team, addresses the demand for zero emission transportation by developing advanced end-to-end charging solutions and consultation for our partners. The number of EVs in the U.S. is estimated to hit 27 million by 2030 and 92 million by 2040.[8] Looking ahead, these teams are focused on refining these initiatives and expanding them to other countries to maximize the benefits for our partnerships worldwide.



Curbing Emissions From Travel

In many regions, our company embraces a hybrid work schedule, recognizing the social benefits of workplace flexibility and the environmental gains from reducing commuting emissions. In Europe, we've shifted our company car policy toward hybrids and EVs, encouraging environmentally conscious work-related travel. These vehicles constitute over 20% of the region's fleet and over 40 locations now have access to chargers across our global footprint. Some European regions offer also incentives for co-workers to purchase or lease EVs and e-Bikes. Additionally in the region, we partner with Climate Partner to offset CO_2 travel emissions through certified projects that have a positive and direct impact on communities. In 2023, this resulted in the offset of approximately 2,306 tCO_2e through two high-quality, verified projects: the construction and operation of Mauritius' first large-scale solar plant (Verified Carbon Standard, VCS), and various photovoltaic plants in five different states of India (Gold Standard, GS VER).

Reducing the Impact of Our Operations

Our physical footprint includes both owned and leased locations, so we look for opportunities to upgrade our facilities with sustainable attributes as our contracts and local infrastructure allow. When a lease ends, we use the opportunity to move into a more modern, sustainable facility. In FY2023, we developed sustainable criteria for our global Real Estate team to evaluate new location opportunities. Among other factors, the list includes access to renewable electricity and fuel; the use of sustainable materials and resources; water and waste efficiency; sustainable building certifications; and access to public transportation. These criteria guidelines have already been included in recent Requests for Proposal (RFPs) to potential landlords and will be further implemented throughout FY2024. We also invest in refurbishing our existing locations and adding new features such as solar panels and EV infrastructure to make our warehouses and logistics centers as sustainable as possible.



Lightening Our Operational Impact in FY2023

Solving for Heating and Cooling Needs at a California Warehouse

When one of our warehouses in Tracy, California, required additional heating, we sought a more sustainable solution than traditional ceiling mounted heaters. We worked with the building owner to install active dampers in the wall louvers, which provide full-building ventilation. We also reprogrammed air handlers in the roof so that during the winter we could prevent cold air from circulating at night, and during the summer we could prevent warm air from entering the building. This initiative is expected to avoid over 100 metric tons of CO_2e emissions annually.

Reducing Paper in Our Iberia and Italian Offices

A pilot program is helping reduce the operational use of paper in our Iberia and Italy regions. Where possible, we have gone paper-free, communicating via alternate communication methods. We also understand that certain customers still require physical paperwork for their internal processes, so we have developed shortened versions of particular documents. We are printing fewer pages per month, but still delivering the necessary paperwork. Overall, we estimate we have saved around 1.7 tons of paper as a result of our focus this year.

Green Commuting in Germany Through Discounted Bike Benefit

We know that one of the best ways to commute to work — both for our co-workers and for the environment — is by bicycle. In Germany, our co-workers now are eligible to purchase a bike, including e-bikes, directly through the manufacturer at discounted rates. Access to a wide range of additional services, like access to trained consultants, if you have questions about your bike, full coverage, including theft compensation and mobility guarantee in case of damage, access to the Green Bicycle Club App, and more ensure that co-workers get the most out of their experience.

Sustainable Warehouse and Office Design in Aalst, Belgium

We recently renovated our 5th largest European facility in Aalst, Belgium, focusing on enhancing resource efficiency. Measures include optimizing heating and cooling systems, improving insulation, upgrading to energy-efficient LED lighting and maximizing natural lighting. On-site solar panels currently power 20% of our energy consumption, with plans to expand. We installed faucet sensors and outdoor water permeable tiles that filter and recirculate rainwater back into operations, reducing water consumption by almost half. We also introduced a bike shed and electric vehicle charging stations for co-workers. Future plans include automating warehouse processes and consolidating loads to reduce emissions.

Investing in Renewable Energy Sources

The shift to a clean, reliable alternative to fossil fuel is imperative to achieve emissions and global net zero targets. At TD SYNNEX, the accomplishment of our net-zero by 2045 goal is dependent on a transition of our energy to renewable sources. Last year, we published our inaugural corporate citizenship report, and within a short timeframe we have already realized significant results as part of our commitment to reducing GHG emissions. TD SYNNEX has increased our electricity derived from renewable energy sources to approximately 31%.

Our wholly owned subsidiary, Hyve Solutions, transitioned its three largest manufacturing sites to 100% renewable electricity. In addition, many of our facilities in Spain, Italy, the United Kingdom, France and the Czech Republic have shifted to certified renewable-sourced electricity.

TD SYNNEX has procured renewable energy through self-generating solar and bundled Renewable Energy Certificates (RECs) or Guarantees of Origin (GOs) with the electricity consumed from the grid. In the locations where RECs or GOs are not available the company has obtained the equivalent documentation to support our claims. We are looking to continue to expand our renewable energy procurement across our global operations, driving further operational efficiencies and cost savings.

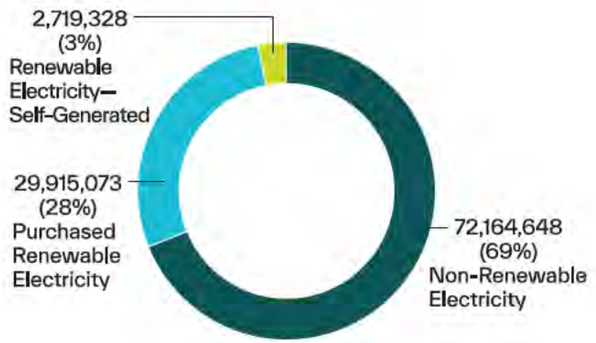
Leading the Renewable Revolution in the U.K.

In January 2023, our team in Basingstoke, U.K., completed the move to a new EPC- and BREEAM-rated office that boasts full LED lighting and light sensors, EV charging stations and solar panels on the roof. We also installed EV charging stations at our offices in Maplewood and Warrington and shifted to renewable energy at Magna Park. With our Basingstoke, Magna Park and Warrington sites all using renewable energy from the grid, 100% of our U.K. energy consumption is now sourced from renewable sources.

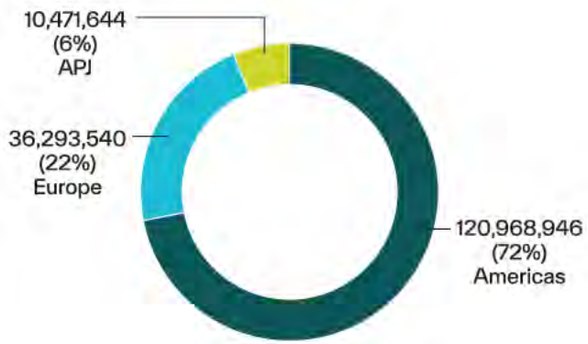
Setting the Stage for Long-Term Wins in the U.S.

We're currently working on a large-scale solar installation at our facility in Swedesboro, New Jersey, that we plan to complete in FY2024. This facility is our 7th largest site in the U.S. and the 10th largest globally, making this solar installation particularly impactful.

Global Renewable Electricity vs. Non-Renewable Electricity (kWh)[9]



Global Energy Use by Region (kWh)[9]



[9] Please refer to page 45 for energy and electricity use disclaimer.

Sustainable Transportation and Logistics

Driving Logistics Progress in France

In October 2023, TD SYNNEX France was awarded a Premium Transportation and Logistics label from the country's National Road Transportation Federation. TD SYNNEX was the only company with more than 250 employees to achieve the premium label, which it received during an awards ceremony held by the Ministry of Ecological Transition.

> "This award confirms our leadership position and will strengthen the loyalty of our customers who are increasingly focused on green supply chain issues."
>
> Li Yang, Transportation Manager at TD SYNNEX France

[10] MIT Climate Portal, Freight Transportation.

Zeroing in on Transportation and Logistics

Freight transportation plays a critical role — not only in our business and industry but in the global economy. Freight-based carbon emissions account for about 8% of global GHG emissions and experts predict that these emissions may double by 2050.[10] If we want to make meaningful climate progress, this is an essential issue to address. TD SYNNEX has identified Sustainable Logistics as one of two towers of specialization — areas where we're uniquely positioned to advance sustainable change (the other being the Circular Economy). We're currently focused on improving our collection of transportation data, with an emphasis on calculating the company's transportation-based emissions. This will allow us to better understand where to focus our decarbonization strategy.

To reduce our transportation-based emissions, we introduced a load optimization project for our shipments and lowered our material usage — and, as a result, our costs — associated with repack boxes. We are engaging and collaborating with our logistics providers to explore more sustainable methods of distribution such as load and modal optimization.

Reducing Emissions by Consolidating Shipments for Our Customers

One of the ways we execute load optimization is through consolidation, which increases the load factor of vehicles, subsequently reducing per parcel emissions. We used this approach for a major customer, strategically consolidating delivery from our regional warehouses to two of the customer's locations. This resulted in more than 10,000 tons of shipments being shifted into the cleaner truckload (TL) method. We estimate that more than 1,500 metric tons of CO_2e have been avoided in the first year of the program. Other benefits have included cost savings, greater customer satisfaction due to fewer shipping losses, increased security and less damage due to decreased handling.

Calculating Our Transportation-Based Emissions

In Europe, we used the distance-based method to automate our calculations of GHG emissions per shipment. In this method, the distance is multiplied by the mass of goods being transported and relevant emission factors provided by U.K. Department of Environment, Food and Rural Affairs (DEFRA). We based our distance-per-shipment calculation on each shipment's origin and destination using Google Cloud API. The results are accessible through Microsoft Power BI, an interactive data visualization platform. We plan to expand them to include inbound and intra-company transportation before rolling out similar calculations to the rest of our regions.

Logistics Partnerships Help Decrease Emissions

This year, Belgium and the Netherlands worked to increase green transportation by engaging with vendors, carriers and customers. For example, we participated in a project organized by one of our main carriers to decrease their footprint impact by 400 tons of CO_2 emissions. We also aim to increase the efficiency of shipments by maximizing orders with the customers and consolidating them.

The Circular Economy

Many of us spend our days interacting with an array of digital devices. We move through the world toting smartphones, laptops, tablets and smartwatches — plus all the associated cords. But what happens when our devices stop functioning, or when we upgrade to something new?

Typically, they wind up contributing to global electronic waste (e-waste), of which the ITU, a specialized agency of the United Nations, reported that in 2022 a record ~62 million metric tons of e-waste was generated globally.[11]

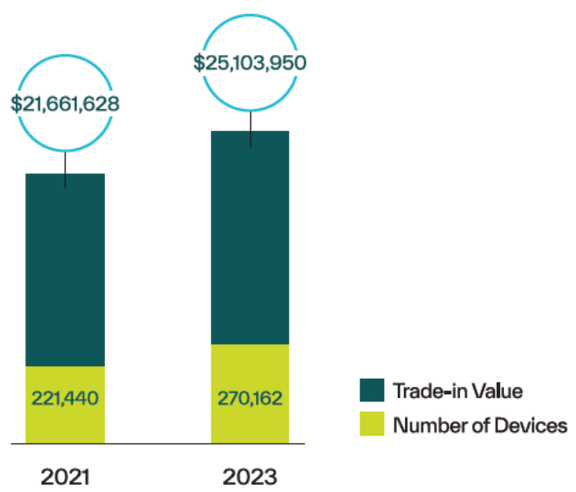
Globally, less than one-fifth of e-waste is properly collected and recycled. But over the past 20 years, companies have enhanced ways to meet customer needs while reducing enterprise waste. That has led vendors, distributors and customers throughout the IT channel to begin adopting a circular economy mindset. In this model, products remain in circulation by being reused, repaired, remanufactured or recycled. It's a closed-loop framework that challenges the standard, linear product life cycle, in which raw resources become products that consumers eventually discard as waste.

At TD SYNNEX, the circular economy is one of our two towers of specialization. As the world's largest IT distributor, we leverage relationships with thousands of vendors and customers to intervene in linear systems of e-waste management in favor of circular models. Three of our businesses — PCW, Shyft Global Services and TD SYNNEX Renew — provide customers with life-cycle management services including redistribution, refurbishment, recycling and more.

In FY2023, we continued to expand these services while engaging customers and end-users on their various benefits. We saw increased participation in our Circular Economy Badge training program. Our TD SYNNEX Renew device trade-in program also saw a ~22% increase in volume of devices and ~16% increase in trade-in value for our partners since FY2021. With the market for second-hand smartphones alone forecasted for a compound annual growth rate of 8.8% through 2027, these services are a promising pathway for both environmental progress and market growth.[12]

Environmental Commitment	Actions and Progress
Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling	Continued to embed and promote circular economy principles by expanding our IT Asset Disposition services and partnering on renew and refurbishment programs with our partners

TD SYNNEX Renew Device Trade-In Program Growth



[11] UNITAR Global E-waste Monitor, GEM 2024 - E-Waste Monitor (ewastemonitor.info).
[12] IDC, Worldwide Market for Used Smartphones Is Forecast to Surpass 430 Million Units with a Market Value of $109.7 Billion in 2027, According to IDC.

How We Bolstered the Circular Economy in FY2023



Partnering with tech's top brands to expand renew, refurbishment and trade-in services

PCW is the largest wholesale distributor of new excess, end-of-life and factory-recertified IT products in the U.S. The division recently launched a product renew program with Google and Xbox and began selling Microsoft Authorized Refurbished products. PCW also manages the new TD SYNNEX Apple trade-in program, which will enable us to further reduce the number of devices in landfills.



Maximizing the lifespan of medical devices and avoiding waste

Shyft Global Services provides end-to-end product and customer life-cycle management services. They've recently been working with medical device customers to establish programs that enable decommissioned products to be sent to Shyft for testing and possible refurbishment and reuse. Shyft already has four products in its consumable to repairable offerings, which have prevented thousands of units from being recycled or scrapped. Additionally, all of Shyft's primary facilities are ISO 13485[13] certified to help ensure that medical devices are safe and used for their intended purpose.



Diverting more mobile devices from landfills across Europe

In our European region, we developed a graduated channel for mobile devices that will enable TD SYNNEX to give even more mobile phones a second life in FY2024. We have developed a robust trade-in platform that can be connected with our partners' portals to streamline the quotation and delivery of used handsets.

Our Positive Impact by the Numbers

~$81M

Value of manufacturer-renewed products redistributed by PCW

~523

Metric tons of repaired products returned to service via Shyft Global

~25

Metric tons of ferrous material preserved through TD SYNNEX Renew — with 70 pounds of rare material diverted from e-waste disposal

Our Ongoing Impact with Human-I-T:

Human-I-T is a nonprofit organization that provides devices, internet access, digital skills training and tech support to local communities while empowering organizations to do good by diverting technology from landfills. For additional details on our partnership with Human-I-T, see page 31 of this report.

1K+

Pounds of toxic metals diverted from landfills

$202K+

Donated since 2020

119K+

Computing devices refurbished and distributed to deserving communities

51K+

Pounds of technology diverted from the waste stream

human-i-t

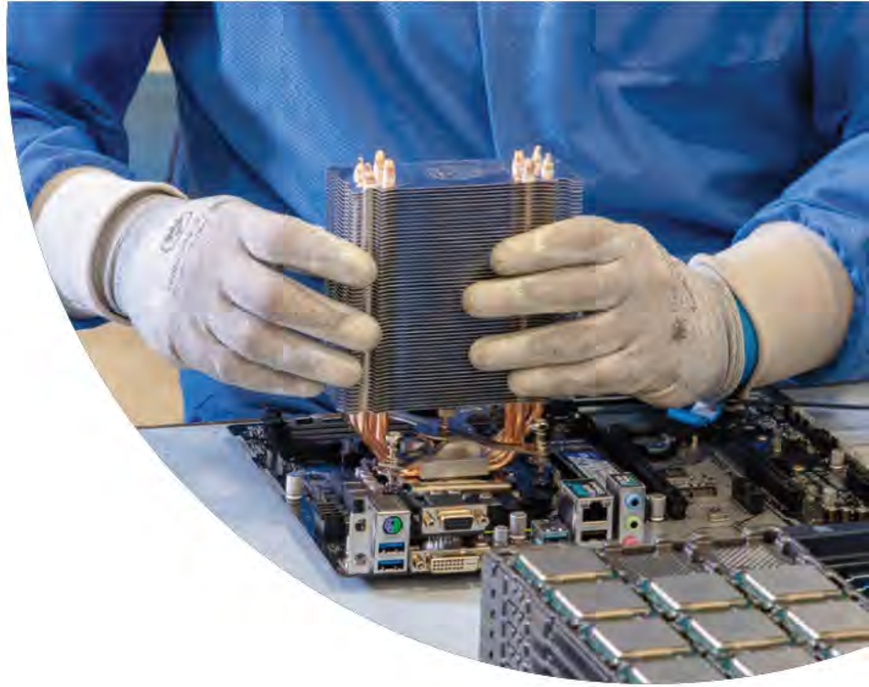
[13] ISO 13485 refers to the set of standards put forward by the International Organization for Standardization specifying requirements for the medical device industry's quality management system.

Responsibly Managing Materials and Waste

Our commitment to environmental stewardship not only guides us to reduce waste and material usage but also to ensure our products and waste-handling processes are safe. Our goal is to see that:

- The products we bring to market are properly labeled with applicable safety warnings and handling instructions to protect both users and the environment.
- Our vendors' products are compliant, which includes responsibly using raw materials and chemicals and reducing hazardous substances in materials, products and packaging.
- Any waste we collect related to our vendors' products, batteries and packaging is recycled and properly disposed of.

Additionally, in FY2023, our teams ensured our compliance with emerging regulations surrounding the takeback of e-waste, batteries and packaging in Europe. We also collected product information from our vendors to properly register materials of high concern, in line with emerging Surgical Care Improvement Project (SCIP) regulations. This supports the safety of the environment and those working at recycling facilities. Our strategy is to continue expanding these efforts in other regions so we can continue to drive compliance and improvements.



Modeling a Waste-Smart Mindset at Shyft Global Services

Our business, Shyft Global Services, specializes in technology life-cycle management, so it's no surprise Shyft's teams are committed to reducing operational waste. In 2023, they recycled nearly 400 metric tons of cardboard across their sites. In addition, their Groveport, Ohio, facility implemented new initiatives to reduce its electricity and emissions while creating more capacity for repair programs that extend product life and reduce waste.

Reducing Waste in Our BENELUX Region

In the offices and warehouse in Belgium, we have reduced the waste by 31% through initiatives such as better sorting and recycling, and including recycling on contract negotiations with vendors that govern the process for scrapping and recycling returns at our locations.

A Culture of Sustainability

We believe in the power of every co-worker at TD SYNNEX to lead positive change. We're invested in building a culture that fosters a sustainability mindset, which co-workers can apply in their day-to-day roles.

Our Sustainability Working Group is a team composed of co-workers from many different functional areas, including Sustainability, Procurement, Operations, Legal and Sales. The group meets monthly to collaborate, share success stories and updates, and communicate goals affiliated with sustainability initiatives.

In addition to the Sustainability Working Group, our global network of Green Teams empower co-workers to organize sustainability initiatives across our sites. In FY2023, we expanded this network to include nearly 40 teams that led projects from beach cleanups to recycling campaigns and beyond.

During the year, we held two sustainability summits for co-workers in our LAC and APJ regions. The summits focused on building capacity to raise the bar on sustainability and included a discussion of the evolving regulatory landscape, competitive benchmarking and region-specific trends. They also included workshops on three key topics: data collection for reporting; energy conservation and renewable energy transition; and sustainable transportation and logistics. We see the summits as a way to build momentum in key regions and aim to scale our efforts over time.

Additionally, our wholly owned subsidiary, Hyve Solutions, holds monthly "Hyve Environmental Initiative meetings," which involve timely presentations and co-worker discussions of Environmental Sustainability topics; such as energy use and conservation, carbon footprint analysis, and waste minimization and recycling.



Expanding Our Impact Across Regions

Year after year, our teams inspire us with their passion for caring for their communities and the planet. Here's how they rallied together to make a positive impact in FY2023.

Our LAC region launched a program focused on environmental stewardship and community support. In its first year, the program hosted multiple activities, with participation from more than 90 co-workers throughout Argentina, Chile, Colombia, Ecuador and Peru. The activities included tree planting — which was a focus in FY2023 — as well as opportunities to help improve local food security and community health.

In Barcelona, Spain, TD SYNNEX gathered multi-functional co-worker teams for a week of hackathon events where collaboration, problem solving and rapid innovation help the team tackle real-world problems. Four out of five proposals are being implemented. The winning proposal was for a tool to manage and mitigate the impact of price changes across departments. As of early 2024, one of the proposals, a carbon emissions tool integrated on the Microsoft Power BI platform, is being used to share carbon emissions reports with our customers, as explained on page 15.

In our quest to lower GHG emissions, opportunities for energy savings are as good as gold. In Europe, we led our teams on energy treasure hunts to identify each site's energy baseline and opportunities for improvement. They compiled the top opportunities into a report on EU findings and coordinated follow-up meetings to develop implementation plans. Through initiatives such as optimizing sites' room temperature settings and reducing electricity used for plug-in devices, our pirate crews successfully achieved their goal of reducing energy consumption in our European operations by 15%.

Our Costa Rica-based Green Team engaged co-workers throughout Caribbean and Central America (CCA) in several volunteer opportunities and educational sessions. In April, they held a virtual Waste Management meeting to discuss best practices related to waste collection, separation and disposal, and they hosted a beach cleanup at Playa Guacalillo in July. Meanwhile, our teams in Mexico, one of the most populated countries in the world, focused on properly sorting and, whenever possible, recycling various forms of office waste.

Our teams in India installed water-saving devices in their Mumbai and Delhi offices that will save approximately 292,500 liters of water each year. They also recycled nearly 3,700 pounds of paper to save the equivalent of approximately 30 trees.



Our Green Team in Brazil had a busy year focused on action and education. They launched a Seeds of Knowledge communications series with environmental tips for co-workers and hosted an upcycling workshop to transform egg cartons into necklaces for women undergoing cancer treatments. They also hosted a "plogging" event, collecting and recycling sidewalk litter and recycled caps from plastic bottles to raise money for animals via a local non-governmental organization.

Following the APJ Sustainability Summit, regional Green Teams examined 19 local offices and warehouses to identify areas where energy conservation measures could reduce operational carbon emissions. Together with co-workers on the ground, they implemented a range of initiatives including a trial project to power off demo servers on the weekends in Singapore and office surveys to identify and address heating- and cooling-based energy loss. They also optimized light usage and conducted awareness sessions to encourage co-workers to be more conscious of the resources they use.

Biodiversity

As a company that relies on earth's natural resources and minerals to create the products that power the technology ecosystem, we value and work to protect those resources through multiple initiatives. The stakes could not be greater; with strong biodiversity comes the potential for discoveries that could improve life for all, including supporting medical advancement, an abundant food supply and even responding to climate change.[14]

We also believe in taking action to support biodiversity. This year, TD SYNNEX engaged co-workers in our first-ever Earth Month, hosting a variety of activities such as fireside chats with our partners Treedom and Human-I-T. We began partnering with Treedom to plant a tree for each of our full-time co-workers in FY2022. One year later, we've grown our TD SYNNEX Forest to include more than 33,000 trees of several varieties. These trees are planted in agroforestry systems that support the livelihood of farmers as well as biodiversity.

Growing Our Impact With Treedom

Over 8K
Metric tons of CO_2e absorbed by the TD SYNNEX Forest

3
Countries directly impacted



Over 33K
Trees planted to date

~2K
Farmers engaged



[14] Environmental Protection Agency

Education and Thought Leadership

We aspire to see environmental progress take hold not only at TD SYNNEX but throughout the IT channel. Based on our areas of expertise — and the lessons we're learning as we advance our sustainability journey — we have an opportunity to help others achieve their own sustainability goals.

In FY2022, we introduced our industry-leading badge training program to provide our co-workers, vendors, customers, partners and other IT leaders with critical information about sustainable practices. We resumed the program in FY2023 and expanded it to include a third module on Carbon, in addition to the two existing modules on Sustainability Essentials and Circular Economy. We continue to see greater participation and completion of the modules and look forward to continued growth as we add additional topics.



Through 2023, we've issued:

over

700

sustainability badges to channel partners and co-workers

With our SBTi goals of getting 90% of our suppliers and 58% of our customers started on their own science-based targets setting journey by 2028, we are working to further develop our education and thought leadership pillar. Furthermore, this deepens our passion and efforts to drive sustainability in the IT Channel and build a more sustainably conscious supply chain overall.

Helping Our Partners Qualify as Cisco Sustainability Specialists

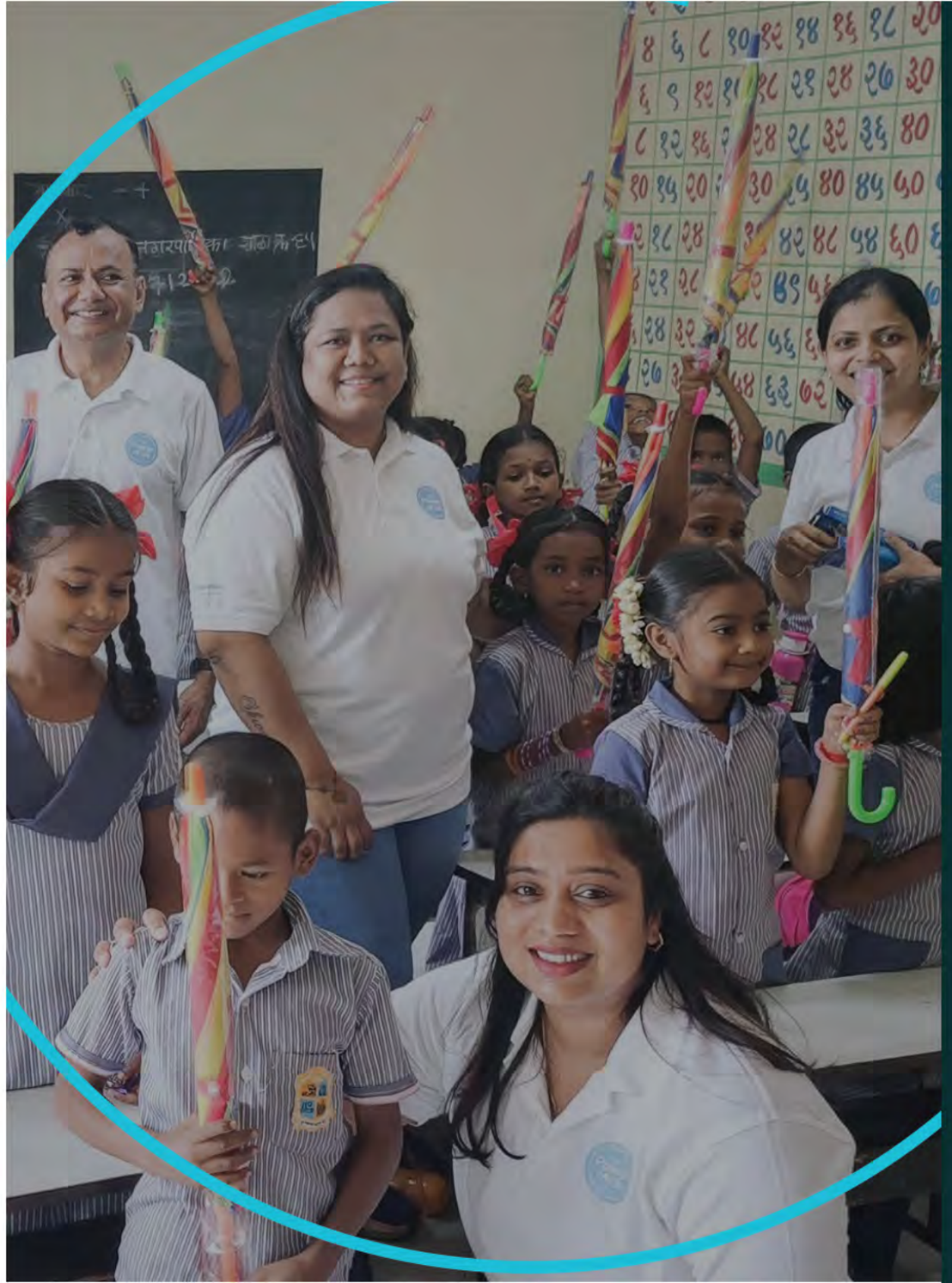
Cisco's Environmental Sustainability Specialization equips companies to support their customers' life-cycle management process and deliver services tailored to their individual needs. After achieving this accreditation across our European footprint in early 2023, we went on to launch our own course for accreditation in March. Since then, we've helped more than 20 partners become Cisco-approved sustainability specialists in the U.K.

Qualified partners can take advantage of the Cisco Refresh program to offer certified re-manufactured Cisco products, often at a reduced price. Partners can also use Cisco solutions to enable smart buildings, gather data and unlock further efficiency improvements.

> **"By giving our partners the opportunity to attain this accreditation, we're enabling them to provide their customers with informed and intelligent advice on sustainability choices on Cisco technologies."**
>
> Jon Sawdon, Business Unit Director, Cisco and Enterprise Networking, TD SYNNEX U.K.

Social Responsibility

We talk a lot about the IT ecosystem, and that might conjure up images of devices with glowing screens. But technology is also about people and the ways we connect. We believe in the power of people at TD SYNNEX, and we invest in our co-workers and communities to help them thrive. Our culture is strengthened by our differences, oriented toward a common purpose and built on the idea that when we care for one another, we all win.



Activating Our Strategy in FY2023

Launched our new LEAD program to promote leadership development

Achieved our goal to double co-worker participation in our BRGs two years ahead of schedule

Launched a dynamic new volunteer platform, to create a central source of real-time data on co-workers' volunteer activities around the world

Made our largest contribution of devices to date to our community partner, Human-I-T

Empowering People to Be at Their Best

Our business depends on our ability to attract, retain and develop top talent. That's why we focus on providing resources to help our co-workers do their best work. We want TD SYNNEX to be a place where people can be happy, healthy and safe — a place where they can succeed in their roles while continuing to grow.

In FY2023, we focused on expanding opportunities for our co-workers to learn, develop and lead. We also enhanced our ability to support the many dimensions of well-being for our co-workers worldwide. Two years into our merger, we continued to align workplace practices across our legacy companies. For example, by implementing a unified process for global succession planning, we can ensure a smooth transition from a co-worker's first day on the job until their last.

Tuning in to the Insights of Our Co-Workers

Our employees have powerful insights, so we regularly invite them to share what's working well in our workplace and how we can improve. Each year, we conduct our Your Voice Matters employee engagement survey, which includes more than 50 questions covering a broad range of topics. We completed our most recent survey in the fall of 2023 with a global participation rate of 77%. We also received an overall engagement score of 74, which compares favorably to other tech companies and broader industries. In addition to our annual survey, we use pulse surveys to engage our co-workers on targeted topics.

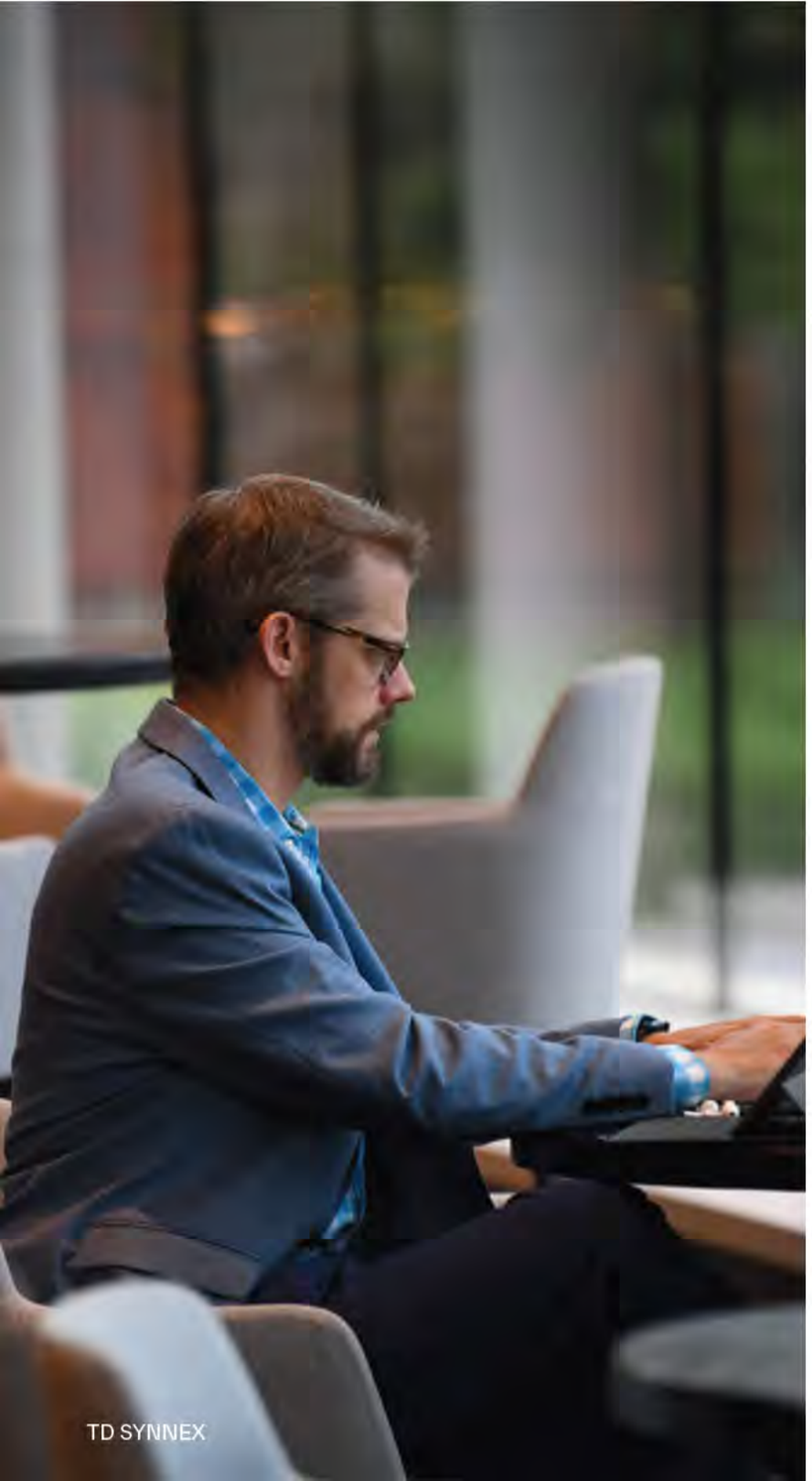
Promoting Professional Growth

Whether they're overseeing an entire department or serving as a member of a small team, we believe that every co-worker has the potential to lead. In recent engagement surveys, co-workers have let us know that they're eager for opportunities for professional growth. With that in mind, we invested in the following training and leadership development initiatives in FY2023.



TD SYNNEX Continues to Be a Great Place to Work

For the second year in a row, TD SYNNEX was proud to be Certified™ as a Great Place to Work® in 10 countries in 2023. This prestigious award is based on a survey of our co-workers' experiences. In the U.S., more than 74% said TD SYNNEX was a great place to work, compared to 57% of employees at the average U.S. company.



Investing in Training for High-Growth Areas

In the tech industry, new topics and technologies are constantly taking shape, from the latest developments in large-scale cloud platforms to new considerations regarding artificial intelligence (AI). For co-workers from across our enterprise — especially in high-growth areas, such as sales — we're expanding resources to build knowledge around these emerging topics. We currently offer more than 10,000 courses and multiple certifications.

Unlocking New Opportunities to Lead

One of our major accomplishments of FY2023 was rolling out our new LEAD program, which stands for Leading for Empowerment, Accountability and Development. The program supports professional growth for co-workers of all levels and stands to boost our culture and performance. LEAD is focused on enabling co-workers to develop behaviors that are aligned with our Servant Leadership in Action model. Using a tiered approach, we began by rolling the program out to those at the level of vice president and above. We will continue administering LEAD to all directors, supervisors and managers, with an aim to have participants complete all three modules over the next two years. We also offer a self-paced learning component to all individual contributors. As of March 2024, approximately 90% of managers and above completed at least one LEAD module.

Promoting More Productive Coaching With Career Flow

As we strive to build a strong leadership culture, we're finding ways to improve the coaching experience. Our new Career Flow program provides resources to help our teams bring development into focus. Career Flow includes a library of resources — such as e-learnings, manager guides and a development catalog — that managers and co-workers can use to structure their conversations during quarterly touchpoints. The goal is to help co-workers consider what avenues they'd like to seek in their careers and plan their pathways forward.

Maintaining a Safe Workplace

Workplace safety is a fundamental element of our co-workers' well-being and our commitment to creating an environment where they can deliver great results.

We regularly review our safety practices, tracking incidents and near misses to understand the root cause of safety issues and how we can prevent them throughout our organization. In addition, we have set structures and responsibilities, targeted goals and objectives, and detailed logs we report. Our required safety training covers our standard for reporting safety incidents. We also provide safety courses that are tailored to our co-workers' various roles. In FY2023, we focused on unifying our approach, creating a formal Health & Safety policy and shifting to a single vendor for all safety data sheets in the majority of our regions.

We aspire to a goal of zero accidents and injuries and work diligently to identify and mitigate potential risks. These risks vary across our workplace settings and geographical locations, which include offices, logistics centers and warehouses. In each, we follow all jurisdictional requirements including federal and local levels. Our facilities in France and Germany hold ISO 45001 certifications for managing occupational health and safety risk and performance. In the U.S., we align our practices with the guidance of Occupational Safety and Health Administration (OSHA) standards. We also comply with state-specific safety standards and have established internal requirements, which tend to exceed those outlined by OSHA. For example, we adhere to California's Injury Illness Prevention Program — not only in California but across the U.S. — which establishes best practices for identifying hazards and taking corrective and preventive actions.

Supporting a Broader Sense of Well-Being

We take a genuine interest in our co-workers' physical, mental, financial and social well-being. In recent surveys, this is an area where our co-workers have asked for extra support. We're providing that support through our Life Empowerment Assistance Program (LEAP) offering, which helps our co-workers find balance and navigate challenges in their work and personal lives. It's available for crisis situations and to address the emotional, practical and physical needs of our co-workers and those with whom they are close.

Our core well-being features include work-life consultations and up to six sessions each focused on counselling, life coaching and mindfulness. We offer hybrid work schedules when feasible, depending on job function, allowing co-workers the flexibility to balance working remotely and on-site. We've also introduced Global Well-Being Champions who support well-being across our regions and sites. In FY2023, we moved to a new third-party wellness provider that better aligns with our global, inclusive approach and allowed us to expand our wellness offerings. Additionally, our comprehensive benefits program now includes several voluntary offerings such as auto and home insurance; hospital indemnity; critical illness coverage; identity protection and more.



It Takes a Team: What Well-Being Looks Like at TD SYNNEX Mexico

Our co-workers at TD SYNNEX Mexico invest in programs to build emotional intelligence, confidence and skills — with initiatives that span from the office to the field. In FY2023, they hosted a soccer tournament for more than 100 co-workers, customers and business partners that enabled players to network, bond and exercise while releasing stress. The region also promoted Suicide Prevention Month to raise awareness for mental health, and leaders hosted quarterly conferences focused on accountability and improving co-workers' quality of life. These events build on a successful mentorship program and a new Great Place to Work® course aimed at making participants more aware of their contribution to the company's results.

Creating a Culture Where Everyone Feels Connected

Our teams are strongest when they bring together co-workers with diverse backgrounds, perspectives and expertise.

We believe our differences and our common purpose make us who we are. In seeking to understand one another, we treat our colleagues with dignity by showing respect. We also empower ourselves to learn, evolve and help our partners achieve great results.

This perspective underpins our commitment to diversity, equity and inclusion (DEI), which we furthered with initiatives around the globe in FY2023. For example, our LAC region created its own DEI Council and our APJ region hosted events around cultural diversity, inclusive language, International Women's Day and Pride. We also increased the reach and participation of our BRGs. These efforts are part of our enterprise DEI strategy, which is overseen by our central DEI team and supported by leaders and co-workers worldwide.



Company

We prioritize accountability and aim to see that resources, processes and measurements are in place to support our commitments so that co-workers clearly understand their roles.



Culture

We know our differences make the difference. We value, respect and celebrate our diversity. Through our councils, BRGs and co-workers, we create opportunities to educate, celebrate and recognize our diverse co-worker communities and our inclusive culture.



Community

We emphasize corporate citizenship to engage and uplift our local communities and we leverage our position to help build a diverse and robust IT ecosystem.

Increasing Representation in Our Global Workforce

Our DEI strategy guides us to build a diverse and talented workforce. To drive progress, we launched a new inclusive recruitment commitment in FY2023. The commitment applies to all external hires for roles at the people manager level or above and requires global hiring managers to ensure women represent at least half of their candidate slates. U.S. hiring managers must ensure that at least half of each candidate slate includes underrepresented candidates. To hold hiring managers accountable, those who wish to move forward with a candidate outside of these stipulations must receive approval from a member of our executive leadership team. Since launching this initiative in January 2023, approximately 50% of our new hires have been from underrepresented groups.

This year, we began a partnership with workplace equity specialists, establishing pay equity methodology and a global analysis that lead to piloting a new pay equity tool that brings data into our hiring decision process. We have also extended our online compensation training to all people managers and embedded it into the new manager onboarding process. Looking forward, we plan to pursue Fair Pay Workplace certification and continue our effort to be an inclusive, equitable employer to all current and potential employees.

Additionally, we've created a new dashboard to make our workplace demographic data more accessible to our company's leadership so they can better understand how we're progressing toward our goals. We also reimagined our external hiring platform from the ground up — creating a new career site that features our commitment to DEI and information about our growing network of BRGs.

[15] Excludes Hyve Technologies co-workers.

Social Commitment	Actions and Progress
Increase the representation of underrepresented groups in our workforce by 2025	• Launched a global inclusive recruitment commitment • Created a new dashboard to make our workplace demographic data more accessible to leadership • Reimagined our career site to support inclusive recruitment
Increase the representation of people who identify as women to 50% of our workforce by 2030	• Publication of gender metrics for transparency and tracking • Performed a Diversity Talent Review • Global expansion of women-focused BRG Elevate • Expansion of female mentoring programs in North America, Europe, APJ • Increased representation of people who identify as women from 27% to 28% in leadership roles year-over-year[15] • Launched LEAD program to support professional growth for co-workers • Established Career Flow resource to help co-workers plan their careers • Increased representation of people who identify as women from 42% to 43% of our workforce
Increase the representation of people who identify as women to 40% of our leadership roles by 2030	

Celebrating Women in the Channel

In FY2023, CRN®, a brand of The Channel Company, recognized 19 TD SYNNEX leaders on its annual Women of the Channel list. The list celebrates women from vendor, distributor and solution provider organizations whose expertise and vision are leaving a noticeable and commendable mark. Two of our leaders were also named to the Power 100 list, which spotlights female executives whose insight and influence are helping to drive channel success.

Embracing Representation in Our Partnerships

North Carolina-based coffee shop and roastery, 321 Coffee is staffed by individuals with intellectual and developmental disabilities, providing them a chance to flourish and grow. We were honored to host their CEO and a barista at our annual TD SYNNEX Inspire conference, where we presented them a $5,000 donation, which was then matched by Lenovo. TD SYNNEX partners were then treated to a behind-the-scenes look at 321, where they learned about the roasting process, saw the equipment that helps create an accessible and independent workplace and observed the many sustainable practices 321 has embedded into their operations.



Supporting Inclusion Through Our BRGs

Our BRGs, Business Resource Groups, are co-worker led communities centered around underrepresented affinities and identities. They support workplace inclusion while empowering our colleagues to connect, learn and lead. In FY2023, we doubled co-worker participation with BRG channels in The Current, our internal communications platform, therefore achieving our 2025 goal.

Social Commitment	Actions and Progress
By 2025	
Double co-worker participation in our BRGs	Exceeded by more than doubling participation in FY2023

Several BRGs, such as Elevate and Spectrum, increased their number of chapters, with Spectrum coordinating events to celebrate Pride month with co-workers around the globe. Throughout our U.S. logistic centers, we saw strong participation with Patriots, dedicated to the military community, and other BRGs. Similarly, we saw significant growth in Europe, where we recently launched Limitless, a disability and neurodiversity focused BRG that we plan to expand to the U.S. in FY2024. To further integrate our BRGs with our company, we asked each of them to define a roadmap in FY2023 that aligns with our DEI strategy pillars. Moving forward, we aim to increase executive engagement in BRG- and DEI-focused events and to continue expanding our BRG network worldwide.

Advocating for Ecosystem-Wide Change

As we cultivate a diverse, equitable and inclusive culture within TD SYNNEX, we're also working to enact broader change. In FY2023, we created a workstream through our North American Diversity and Inclusion Council that is dedicated to advancing DEI throughout the IT ecosystem. The workstream includes a new Diversity Alliance program that enables us to identify which of our resellers, customers and service providers are certified minority-owned businesses. The program is also designed as a forum in which we can share insights, policies and practices to help our partners expand their capabilities and capacity.

These efforts build on our enterprise Supplier Diversity program, which aims to increase direct and indirect spending with diverse businesses, including those owned by minorities, veterans, people with disabilities, LGBTQ+ individuals and women. We leverage a diverse supplier spend database to track our spending with diverse suppliers and identify opportunities to grow our spending in this regard.

Social Commitment	Actions and Progress
Increase the diversity of our partner ecosystem	- Created a diversity partner workstream as part of our DEI Council priorities - In the U.S., included DEI in our Vendor Summit and Inspire 2023 event and VisualSolv Executive agendas - Expanded our Diversity Alliance Program - Recorded non-trade spend with minority owned businesses

Our Expanding Network of BRGs



- **Elevate** - Dedicated to attracting, retaining and advancing women
- **Embrace** - Dedicated to recognizing and celebrating all cultures and ethnicities represented in UK&I
- **Patriots** - Dedicated to recruiting and supporting military veterans, active service personnel and military family members
- **Spectrum** - Dedicated to recognizing, advancing and supporting LGBTQ+ co-workers
- **Beacon** - Dedicated to recognizing, empowering and advancing Black co-workers
- **Fuerza** - Dedicated to empowering, developing and celebrating Hispanic and Latinx co-workers
- **Rise** - Dedicated to celebrating, supporting and advancing Asian and Pacific Islander co-workers
- **Limitless** - Dedicated to supporting an environment that welcomes, celebrates and nurtures those with differences and disabilities

Engaging Our Local Communities



TD SYNNEX

We have the power to do good in the world — not only through our work but by sharing our collective resources, time and expertise. Our Community Relations program is structured around the pillars of Digital Divide, Children and Wellness, in which we strive to engage our co-workers and neighbors to help make life better for those in need.

Co-workers can get involved through our Volunteer Ambassador Network (VAN) and by requesting funding for organizations that align with our pillars through our Charitable Giving programs.

In FY2023, we continued to grow our impact through community partnerships and three signature events: our Volunteer Month in December, our Next Meal campaign in July, and our annual Share the Magic campaign in North America. We also launched a new volunteer platform to better track our co-workers' efforts.

Our Community Relations Pillars

1. We're bridging the **digital divide** by increasing access to digital technologies and literacy programs.
2. We support organizations that are focused on providing **children** with tools and resources today that will help them have a better tomorrow.
3. We recognize that **wellness** looks different for everyone — yet it's critical to living a more balanced life.

Giving the Gift of Time With Volunteer Month

Each December, TD SYNNEX co-workers are encouraged to give the gift of time by volunteering in their community. In December of 2023, we achieved 470 hours of collective volunteerism with 15 nonprofit organizations.



TD SYNNEX

Bridging the Digital Divide

We believe that anyone can do great things with technology — but first, they need access. At TD SYNNEX, we're working to bridge the digital divide by expanding access to literacy programs and digital devices. In October 2023, we held our Digital Inclusion Week, an annual week of awareness, recognition, and celebration around digital inclusion work, highlighted by a co-worker technology donation drive. One of our ongoing partners, Human-I-T, is a nonprofit organization that provides devices, internet access, digital skills training and tech support to local communities while diverting technology from landfills. These tools and services ensure everyone has the opportunity to use technology to live, learn, work and thrive. Since 2020, we've donated over $202,000 to support Human-I-T's social and environmental efforts, and in FY2023, we made our largest contribution of devices to date. We also launched a new program, in which we donate pre-owned TD SYNNEX Renew products to qualifying community partners. Already, we've leveraged the program to donate virtual reality equipment and HP notebooks and printers to schools and other organizations serving students in Florida and Illinois.

Social Commitment	Actions and Progress
Help bridge the digital divide by providing devices, digital skills, training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human-I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people	Achieved by equipping thousands of households with digital connectivity, including assisting ~95,033 households in signing up for free or low-cost internet and distributing more than 119,000 refurbished computing devices to deserving communities

"In an era where access to technology equates to opportunity, TD SYNNEX'S alliance with Human-I-T is a driving force in democratizing digital access across North America. This initiative has a direct, life-changing impact on diverse groups including students, veterans, caretakers, and jobseekers, supporting them as they chase their dreams and aspirations."

Gabe Middleton, Chief Executive Officer, Human-I-T



Teaming Up to Empower Learning

TD SYNNEX has a longstanding partnership with the Tampa Bay Rays, working together to make a positive impact on the Tampa/St. Pete area in Florida. During the month of September, we partnered on a number of initiatives to give back to the community, including a food drive that created 10,000 meals for families and individuals facing food insecurity. Later that month, TD SYNNEX and Rays co-workers teamed up with United Way Suncoast to help with a renovation project for Learning Empowered, a local nonprofit using education as a basis to address unmet needs of the community.

The Rays partnership also consists of a Double Play Program in which TD SYNNEX will donate $250 for each Tampa Bay Rays home game opening defense double play during the season. This year, the nearly $20,000 total from the Double Play Program benefitted Youth Development Initiative (YDI), a local nonprofit in Clearwater, Florida, dedicated to fostering and supporting the success of minority youth. This organization came to our attention through the advocacy and engagement of one of our TD SYNNEX co-workers, whose volunteering, personal donations and matching gifts from TD SYNNEX have helped fund college tours, scholarships and educational STREAM (Science, Technology, Reading, Engineering, Arts and Math) workshops.

Helping Children Achieve a Better Tomorrow

We believe that unlocking potential for all starts early and never truly ends. With this in mind, we support programs that provide children with the tools and resources they need to succeed. The focal point of our fundraising efforts is our Share the Magic program. Over the past 13 years, we've raised more than $25 million for 16 beneficiaries throughout North America, including organizations such as the Children's Dream Fund and A Child's Haven, which helps children with developmental delays. In FY2023, we expanded the program from seven to eight chapters, with the inclusion of our Clearwater co-headquarters. In total, our teams raised more than $4 million to support more than a dozen organizations throughout Canada and the U.S.

Cultivating the Literacy Skills to Explore New Worlds

When school-aged kids strengthen their literacy skills, they unlock new stories, new confidence and limitless potential. TD SYNNEX is proud to be a founding donor of New Worlds Reading, an initiative of the University of Florida that empowers families to help their children develop reading skills through access to free books and reading activities. By the close of the 2022-23 school year, nearly 200,000 students had enrolled, with New Worlds Reading sending them a total of four million books. In the coming year, the initiative will expand to serve students in voluntary pre-kindergarten, helping students discover a love of reading even earlier.

Beautifying Community Spaces

Our TD SYNNEX co-workers volunteer their time to amplify the impact for our partner organizations, bringing their own skills and interests to bear. This year, our corporate communications team volunteered at Learning Empowered, spending the day painting a mural on the building, beautifying the space for community members and learners.





Promoting Health and Wellness

We believe health and wellness are essential for our communities to thrive. Unfortunately, many people currently struggle to meet their nutritional needs. According to the World Food Programme, more than 333 million people faced acute levels of food insecurity in 2023. To help combat this issue, we encourage co-workers to work with local organizations that focus on food security during our Next Meal campaign each July. Co-workers can get involved by donating items to food drives and by volunteering with organizations to raise awareness and help distribute meals.

For our second-annual campaign in FY2023, we expanded our efforts beyond the U.S., with sites from Mexico to Singapore getting involved. We also coordinated with our Well-Being team to provide our co-workers with internal resources aimed at helping them live — and eat — well. For example, we held smoothie events in the U.S., hosted a budget workshop and asked co-workers to share healthy, affordable recipes with their peers. Outside of Next Meal, we partnered with the American Red Cross and UNICEF to assist global communities with disaster relief. In total, we provided more than $70,000 to support communities recovering from wildfires, earthquakes, storms, conflicts and other emergencies.

Harnessing the Power of Grassroots Action

When our co-workers invest time into causes that they care about, they help us build a more caring and connected culture. Through our VAN, we've mobilized co-workers to spread their positive impact far and wide. We also launched a new volunteer platform that is available to co-workers companywide, which enables them to identify local volunteer opportunities and consistently track their hours. This will provide TD SYNNEX with centralized, real-time data on the volunteer activities of our co-workers around the world.

Our Second Annual Next Meal Campaign

TD SYNNEX's Next Meal campaign is a month dedicated to addressing food insecurity in communities. This year, the Next Meal campaign activated co-workers across the company to collect or sort over 8,000 pounds of food and package 1,000 meals with local organizations.

Feeding the Community, One Meal at a Time

Africa Sullivan has spent more than two decades working to address senior isolation and hunger with Meals on Wheels, serving at both the Greenwood and Greenville, South Carolina, chapters. During TD SYNNEX's second annual Next Meal campaign in FY2023, a month dedicated to addressing food insecurity, Africa planned a volunteer event with Meals on Wheels for her Greenville-based colleagues. Because of Africa's dedication and passion, TD SYNNEX has made a donation to support this program. Through all of her efforts, Africa has been able to truly make an impact on a cause close to her heart.

> "I want to show how I can support my community. Volunteering gives me a sense of pride and identity."
>
> Africa Sullivan, project manager at TD SYNNEX

Transforming Communities Worldwide

California
In FY2023, Share the Magic Bay Area fundraised $190,109 for the Make-A-Wish Foundation. During the Next Meal Campaign, co-workers in Fremont, California, sorted 3,900 pounds of food for Second Harvest of Silicon Valley.

Colorado
In FY2023, Share the Magic Colorado fundraised $94,417 for the Children's Hospital Colorado Foundation and Hope for the Warriors. During the Next Meal Campaign, co-workers in Colorado collected 475 pounds of food for Community Table.

Illinois
Raised funds for Childhood Leukemia Warriors Foundation, Clearbook, the Fox Valley Special Recreation Association and Little Friends during Share the Magic.

Arizona
Raised funds for House of Refuge and Special Olympics during Share the Magic and collected and delivered food and clothing donations to House of Refuge during Next Meal.

South Carolina
Mobilized the Greenville VAN to pack and distribute 1,600 meals via Meals on Wheels, volunteer with Greer Relief and the Greer Soup Kitchen and hold a food drive for Harvest of Hope. Also raised funds for A Child's Haven, Clements Kindness, Make-A-Wish Foundation and Pendleton Place during Share the Magic.

Florida
Mobilized the Clearwater VAN to package hurricane prep kits and teacher appreciation kits with United Way, sort food donations at Hope Villages, organize blood drives with OneBlood, and complete a beach clean up with Keeping Pinellas Beautiful.

Mexico
Collected and delivered food donations to Casa Hogar Margarita during Next Meal.

Brazil
Supported three non-governmental organizations working to bring education and sports to low-income children, bring sustainable lighting to communities without electricity and provide education and training to help those from low-income communities enter the job market. Also donated warm meals and coats to SP Invisivel during Next Meal.

Italy
Volunteers joined children at youth education center Villa Morello, in the city of Lecce, for a fun day focused on learning about the natural environment. This included a treasure hunt and presentations using recycled and organic materials. A donation was also made for summer camps and winter activity registration for families in need.

India
Mobilized the India VAN to complete a Heritage site clean-up of Mahuli Fort in Thane, organize a blood drive with health organizations across India, and collected school supplies for donation to 190 students.

Singapore
Helped prep, pack and distribute meals for Willing Hearts during Next Meal.



Corporate Governance

Our values of inclusion, collaboration, integrity and excellence shape our approach to corporate governance. They guide us to be accountable for our performance, transparent with our stakeholders and committed to doing what's right. We're helping our co-workers put these values into action by building a culture where ethics and compliance are top of mind. We're also dedicated to safeguarding information and providing leadership to help our company succeed and maintain our stakeholders' trust.



Activating Our Strategy in FY2023

Strengthened our leadership team by adding two new Board members with significant industry expertise

Launched our Global Human Rights Policy, underscoring our commitment to ethical business practices, respect for human rights and responsible sourcing

Further harmonized our cybersecurity controls to ensure effective, consistent processes across all facets of the business

Initiated the process of self-certification to adhere to the new EU-U.S. Data Privacy Framework Principles

Putting Servant Leadership Into Practice

We hold true to our shared values through our Servant Leadership in Action behaviors, which help us build a positive company culture.

We strive to embody these behaviors across TD SYNNEX and expect everyone to exemplify them — whether they're a co-worker, a manager or a senior leader. We further ingrain these behaviors by integrating them into our onboarding process, which is completed by every new co-worker companywide.

Our Servant Leadership In Action

Positivity

Attitude is everything.

Teamwork

Connection builds trust.



Empowerment

Help others thrive.

Partners

Success is paramount.

Clarity

Make the complex simple.

Guided by Our Executive Leadership Team and Board

From the very top of our organization, our Executive Leadership Team and Board of Directors model our Servant Leadership Behaviors. They provide strong corporate governance based on best practices, local requirements and the needs of our co-workers, customers, vendors and other stakeholders worldwide. Our Governance Guidelines define our Board and senior leadership roles with regard to Board composition and leadership, operations, committees, management and other governance topics.

In FY2023, we expanded our Board from 11 to 13 members. Our new Board members include Kathy Crusco, an experienced chief financial officer with a background in software and unified communications, and Claude Pumilia, a seasoned leader in software and data services companies. Both bring industry expertise and strategic insights that support TD SYNNEX's mission of connecting the global IT ecosystem.

Providing ESG and Business Oversight

Our Board serves as a well-advised steward for our shareholders and receives regular updates about our Corporate Citizenship program.

The Board has three core committees, each of which guides our ESG and business progress in critical ways.

We also have a Corporate Citizenship Steering Committee — composed of a cross-functional group of senior leaders — to help us drive our ESG efforts forward. At the regional and global levels, we maintain Compliance committees to ensure key executive leaders at TD SYNNEX, including the CEO, are aware of current reporting trends and the resolution or status of investigations and ethics matters. We provide metrics and qualitative details to these internal governing bodies on a quarterly basis. We have also expanded the role of our Internal Audit function in ensuring the accuracy of our external reporting.

TD SYNNEX's Executive DEI Council, comprised of the top leaders in the organization including our Executive Leadership Team (ELT), works to review and analyze DEI metrics, provide governance over global DEI strategy and promote inclusive practices throughout the organization.

Director Compensation and Benefit Program

We review compensation for our non-executive directors each year. Our compensation and benefit program for this group is based on the principles that director compensation should:

- Fairly pay directors for work required of directors serving an entity of our size and scope.
- Align directors' interests with the long-term interests of our stockholders.
- Be structured in a way that is transparent and easy for stockholders to understand.

Our Governance Structure at a Glance

Board of Directors

- Fiduciary duty to shareholders
- Reviews corporate citizenship updates
- Reviews and oversees ESG policies and practices
- Ensures high governance standards
- Oversees IT security and data privacy controls

Nominating and Corporate Governance Committee

- Composed solely of independent directors
- Assists the Board in the development and implementation of ESG policies and practices
- Provides ESG oversight

Audit Committee

- Ensures integrity of financial statements
- Oversees disclosure and internal controls
- Ensures compliance with legal and regulatory requirements
- Evaluates independent auditor qualifications, independence and performance

Compensation Committee

- Reviews, administers, and approves equity-based compensation for our officers and co-workers
- Reviews the development and implementation of our human capital management strategies, practices and risks

Safeguarding Privacy and Data

We take our responsibility to secure our systems seriously. To do so, we continuously enhance our security measures while emphasizing the importance of security awareness among our teams.

We administer regular co-worker training to support adherence to our privacy, cybersecurity and IT-use policies. The company maintains strict IT standards for data confidentiality and accessibility. Our policy mandates the use of approved systems for company business and prohibits any unethical activities on company networks. We follow cybersecurity best practices and international standards and leverage sophisticated technology to protect our company and partners. The company's IT security and data privacy controls are overseen at the Board level.

Our Cyber Defense Center, staffed by security experts, monitors and responds to threats in real time. The team uses advanced tools, including machine-learning and deep-learning AI systems, that improve threat detection by learning to distinguish false alarms from real threats over time. We take a proactive approach, conducting periodic simulations to rehearse and validate the effectiveness of our controls. Any suspected security issues are promptly reported for appropriate action.

In FY2023, we completed the harmonization of our cybersecurity controls, elevating all operations to top-level controls and processes, including preventive, detective and incident controls. To further bolster our defenses, we invested in a new, automated platform to proactively track, understand and mitigate cybersecurity risks — both internally and within our supply chain. The platform enables cross-functional sharing of signals and threat intelligence with our security, data privacy, ethics and compliance business lines. We also use it to monitor and assess third parties with whom we do business or share data.

At TD SYNNEX, we value intellectual property (IP). We know there are threats to IP in an increasingly global marketplace, and we work closely with our vendor partners to ensure the overall health of the IT channel.

One of the ways we do this is through our partnerships, including the Alliance for Gray Market and Counterfeit Abatement (AGMA), which brings together some of the most innovative technology companies in the world to share best practices for mitigating global intellectual property risks. We are the only IT distributor with AGMA membership, and we are currently serving as a member of the AGMA Board.



In October 2023, we received a one-year approval to self-certify compliance with the new EU-U.S. Data Privacy Framework Principles, which allows us to engage in cross-border transfers of personal data while ensuring compliance with EU law.



Deepening Our Culture of Ethics and Compliance

We are steadfast in our commitment to ethical leadership, conduct and compliance — principles that form the bedrock of our operations.

Within our framework of corporate governance, we have established a comprehensive Ethics and Compliance (E&C) program to engage co-workers in creating a culture of integrity at every level. We have also established an Ethics Advisor Network to support the global E&C team. Leaders nominate co-workers as Ethics Advisors to champion TD SYNNEX's shared principles and core values across our sites. Ethics Advisors provide a direct and confidential way for our co-workers to report ethical concerns. They also facilitate ethics and compliance awareness efforts and promote related training.

To ensure continued progress in our emphasis on ethical behavior, we have set ethics and compliance goals, including:

- Delivering an average of two hours of required online compliance training each year per co-worker, covering 8-12 key topics depending on their role.
- Reaching 98% of the required audience for every training campaign, including E&C training.

Our TD SYNNEX Code of Conduct establishes and communicates our core expectations and principles regarding ethical business conduct and serves as a foundation to guide us as a single, unified team. Our public filings also serve as a resource where any material corruption incidents or breaches would be disclosed.

In FY2023, we rolled out e-learnings on Code of Conduct topics such as anti-trust and competition law and conducted live, interactive versions of these trainings during global site visits. Our visits included sites in Latin America, Eastern Europe and Asia Pacific, where we emphasized the importance of speaking up about potential conflicts. We aim to conduct further on-site training across the majority of our locations over the course of the next several years. We also delivered online, interactive training in 17 languages on topics including Code of Conduct and Conflict of Interest Attestation, Fighting Bribery and Corruption, Managing Third Party Bribery and Corruption Risk, Antitrust and Competition Law, Data Privacy, Cybersecurity, Anti-Harassment and Anti-Discrimination, and Business Email Compromise. In all, co-workers completed over 49,613 required trainings in our Learning Management System.

Achieved a

99.8%

completion rate for our global Code of Conduct training in FY2023

Another key achievement in FY2023 was the publication of our Global Human Rights Policy. The policy establishes clear guidelines and expectations for our partners to conduct business activities in accordance with all applicable laws, regulations and internationally recognized human rights principles. It also outlines our expectation for business partners to provide documentation demonstrating their compliance. In FY2024, we plan to conduct inquiries to understand our business partners' current practices and further socialize the policy.

Risk Assessment and Management

TD SYNNEX has developed a comprehensive global approach for legal and compliance risk assessments and reviews. The assessment is conducted bi-annually and focuses on specific legal and compliance risks. It aligns with our annual strategic Enterprise Risk Management framework, ensuring consistency in methodology and metrics. Our approach is quantitatively and qualitatively driven, using various data points from financial and case reporting to surveys and interviews capturing input from key risk owners and leadership.

The legal and compliance risk assessment is conducted in collaboration with internal subject matter experts from various risk areas to provide appropriate coverage. We also conduct local country risk assessments during on-site visits, based on local regulations and focusing on specific areas. Identified risks are addressed with relevant controls and processes to support maintaining our standards and value of integrity.

Countering Bribery and Corruption

We are committed to acting professionally, fairly, and with integrity in all our business dealings and relationships. One important aspect of this commitment is implementing and enforcing effective systems to counter bribery and corruption. We strive to know our partners well and employ due diligence processes on relevant third parties to reduce the risk of our funds being used in bribery, corruption or fraud schemes. We have a global risk-based approach to determine appropriate levels of due diligence as part of third-party onboarding processes, including ongoing monitoring. Depending on the risk profile, our third-party vetting procedures may include due diligence questionnaires, database integrity screening and enhanced background checks. After initial due diligence is performed, our active relationships are monitored on an ongoing basis.

Management and Shipping of Dangerous Goods

When TD SYNNEX needs to transport items that are classified as dangerous goods (DG), such as battery-powered devices, lithium batteries, etc., we not only ensure compliance with DG regulations, we go above and beyond those requirements.

In addition to proactive review and classification of items and ensuring appropriate storage and packing thresholds, we also deliver training focused on hazardous materials (HAZMAT) annually to any co-worker handling DGs, furnish all sites with security plans and report annually on the program. We have averaged 4,000 of these annual trainings, while exceeding regulatory requirements, identifying personnel responsibilities, awareness raising and teaching occurrence notification standards. Through intentional preparation and attention, we work to ensure that our products are shipped safely in alignment with all compliance requirements.

Hyve Solutions Membership in the Responsible Business Alliance (RBA)

In addition to deploying TD SYNNEX's Code of Conduct and related e-training across its global operations, Hyve Solutions, our wholly owned subsidiary, is also responsible for implementing the RBA (Responsible Business Alliance) Code of Conduct in its global operations; and deploying the RBA's Code to its global suppliers.

Hyve Solutions was accepted as an Affiliate Member of the RBA in September 2021, then was upgraded to a Regular Member in January 2022. The RBA represents a coalition of more than 230 companies driving sustainable value for workers, the environment and business in their own operations and throughout the thousands of RBA members' suppliers facilities in the global supply chain.

Details concerning the RBA and its mission, members, Code of Conduct and programs are available at: Responsible Business Alliance.



Expanding Education and Engagement

Our co-workers are our first line of defense for identifying and avoiding potential ethics and compliance issues. We provide training and resources to empower them to make responsible decisions and encourage them to speak up if they have concerns. In FY2023, we launched an adaptive training course on ethics and compliance topics that is tailored to each co-worker's unique role. The course is customized based on individual risk profiles and needs, maximizing its relevancy for each user. For our ongoing Code of Conduct course, we plan to institute a post-survey communication to gather opinions on the ethical culture at TD SYNNEX and the quality of our required training from co-workers.

Building Out Our Expansive Policy Library

TD SYNNEX offers a robust policy library of ethics and compliance resources, which we continued to enhance in FY2023. We translated 37 toolkits and 33 videos into 17 languages to improve accessibility and provide localized guidance for diverse business scenarios. We further promote education and reporting of these matters through other channels and resources, including:

TD SYNNEX Ethics Line: Offers a 24/7, year-round channel to report any conduct that doesn't align with our Code of Conduct.

Real Tales of Ethics and Compliance video series: Illustrates and clarifies the repercussions of actual compliance issues to a global internal audience.

30 Seconds with Ethics and Compliance video series: Spotlights important insights and key takeaways on relevant ethics and compliance subjects.

Ethics and Compliance toolkits: Deliver concise guidance and actionable steps for specific scenarios in easily digestible formats.

Policy Pathway modules: Utilize technology tools to efficiently provide digital responses to compliance-related queries for our colleagues.

Supplier Integrity Principles: Establish clear expectations for suppliers and partners on supply chain human rights, anti-competitive behavior, anti-bribery, corruption and governance.



Enabling Our Speak Up Culture

TD SYNNEX expects our co-workers and business partners to speak up when they have concerns about illegal behavior or misconduct in our workplace. In FY2023, we released our Speak Up and Non-Retaliation policy, which lays out our expectation that co-workers and business partners will report concerns, and that retaliation will not be tolerated. We want to ensure that all co-workers understand our policies and have available channels to raise questions and concerns at any time. We comply with whistleblower laws everywhere we do business, and we strive to maintain a speak up culture where everyone is empowered to be ethical leaders. We have multiple reporting channels to make speaking up easy and protect the identity of the reporter when speaking up. We investigate reports independently and objectively, acting when needed to stop misconduct and prevent future incidents.

We also rolled out a global outreach plan featuring an animated video encouraging co-workers to voice their ethical concerns. This initiative debunks common myths that might deter co-workers from speaking up, while emphasizing their protection from retaliation. To create an inclusive experience, we packaged the video into a presentation with discussion questions that we translated into 17 languages. We have tracked the video's content delivery data to monitor its global adoption, allowing us to identify and support locations with lower engagement.

Responsible Artificial Intelligence (AI)

TD SYNNEX supports the beneficial use of AI within the context of our business operations, provided users act with careful consideration to ensure ethical practices, data security, and compliance with company policies and applicable laws. Because AI technologies — as well as relevant regulations — are under rapid development, we are monitoring and continue to provide guidance and updates as appropriate. Many of our company policies, such as the Data Classification & Handling and Cybersecurity and Acceptable Use policies, already provide important guidance to co-workers when using any type of third-party application.

Ethics Advisor Network

Our Ethics Advisor Network is an extension of our Ethics and Compliance program. Leaders nominate co-workers as Ethics Advisors to support the global Ethics and Compliance team and champion TD SYNNEX's shared principles and core values across our sites. Ethics Advisors also provide a direct and confidential way for co-workers to speak up about ethical concerns while promoting ethics and compliance training and facilitating awareness efforts.

Appendix

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About This Report

This report details TD SYNNEX's progress in sustainability and data collected during fiscal year 2023, the period between December 1, 2022, and November 30, 2023, unless otherwise noted. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports and corporate website.

Safe Harbor Statement

Statements in this report regarding TD SYNNEX Corporation that are not historical facts may be forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements may be identified by terms such as believe, expect, may, will, provide, could and should and the negative of these terms or other similar expressions.

These forward-looking statements include, but are not limited to, statements regarding our strategies and goals. These are subject to risks and uncertainties that could cause actual results to differ materially from those discussed in the forward-looking statements. Please refer to the documents filed with the Securities and Exchange Commission, specifically our most recent Form 10-K and subsequent SEC filings, for information on risk factors that could cause actual results to differ materially from those discussed in these forward-looking statements. Statements included in this report are based upon information known to TD SYNNEX Corporation as of the date of presentation and TD SYNNEX Corporation assumes no obligation to update information contained in this report except as otherwise required.

Sustainability Data Summary

Corporate Metrics

	2023
Impact	
Total revenue (thousands)	$57,555,416
Technology partners supported	150K+
Countries served	100+

Environment

	2023
Energy & Emissions[16]	
Energy Consumption (MWh)	167,734
Renewable Energy Consumption (MWh)	32,634
Greenhouse Gas Emissions[17]	
Scope 1 GHG Emissions (metric tons of CO_2e)	11,767
Scope 2 GHG Emissions (metric tons of CO_2e)	
Location-Based Emissions	32,083
Market-Based Emissions	26,221

[16] Please note that this report includes a small portion of estimated energy and electricity usage data. While every effort has been made to ensure the accuracy of the information presented, the use of estimated data means these values should be viewed as approximations.

[17] TD SYNNEX's GHG inventory is consistent with the principles and guidance of the World Resources Institute (WRI) and the World Business Council for Sustainable Development's (WBCSD) Greenhouse Gas Protocol Initiative (GHG Protocol) for corporate GHG accounting and reporting. TD SYNNEX defines its organizational boundary conditions consistent with the GHG Protocol according to the "operational control approach" for Scope 1 and 2, and 3 sources. This means the scope of TD SYNNEX's organizational boundaries includes locations in the company's ownership or under its control where TD SYNNEX has responsibility of GHG emissions from these locations. The "operational control approach" is the most appropriate organizational boundary for TD SYNNEX because it reflects where TD SYNNEX can influence decisions that impact GHG emissions. Facilities included in TD SYNNEX's boundary include office buildings, business centers, data centers, and warehouses. Emission factors are from governmental and non-governmental organizations' sources including the Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report (AR6) 100-year V2.0, International Energy Agency (IEA) CO_2 Emissions from Fuel Combustion 2023-Year 2021, Department for Environment Food and Rural Affairs (DEFRA) 2023 Guideline to DEFRA, and Environment Canada 2023 National Inventory Report (2021 data). Additionally, where available, we utilize utility-specific emission factors that support our market-based inventory. As of 2023, we utilize IPCC's Sixth Assessment Report (AR6) as our source for global warming potentials. GHG emissions are subject to measurement uncertainties resulting from limitations inherent in the nature and the methods used for determining such data. The selection of different but acceptable measurement techniques can result in materially different measurements. The precision of different measurement techniques may also vary.

Environment

	2023
CDP Assessment	
Score	Management (B-)
EcoVadis Assessment	
Score	Silver

Social

	2023
U.S. Ethnicity (%)[18]	
American Indian/Alaska Native	0.4%
Asian	7.6%
Black/African American	11.7%
Hawaiian/Pacific Islander	0.3%
Hispanic/Latino	17.2%
Two or more races	2.1%
Elected Not to Specify	2.4%
White	57.9%
Undisclosed	0.4%

[18] This ethnicity data is for the U.S. only, with the exclusion of Hyve Technologies co-workers.

Social	2023
Workforce	
Number of full-time employees	Approximately 23,000[19]
Global Employees by Gender (%)	
Male	57%
Female	43%

Social	2023
Employee Well-Being and Engagement	
Huang Leadership Development Scholarships awarded	8
Co-workers reporting that they felt welcomed when they joined TD SYNNEX (%)[20]	96
Co-workers reporting that people at TD SYNNEX treat each other with respect and dignity (%)[20]	80
Business Resource Groups	8

[19] We use temporary or contract workers, who totaled approximately 5,000 as of November 30, 2023, on a full-time equivalent basis.

[20] Along a 5-point scale where 1=Strongly disagree, 2=Disagree, 3=Neutral, 4=Agree, and 5=Strongly agree, % (Fav) equals the % who responded with a 4 or 5.

Task Force on Climate-related Financial Disclosures (TCFD) Disclosure Index[21]

Disclosure Focus Area	Recommendation	2023 Response
Governance Disclose the organization's governance around climate-related risks and opportunities	**Board Oversight** Describe the board's oversight of climate-related risks and opportunities.	TD SYNNEX's Board's Nominating and Corporate Governance Committee (Nom/Gov Committee) is chartered with the responsibility of assisting the Board in its review of the development, oversight and implementation of the company's Environmental, Social and Governance (ESG) policies, programs and practices. The Nom/Gov committee also reviews the draft proxy statements recounting the company's ESG activities including those addressing climate-related issues. The Chief Business Officer (CBO) leads climate-related matters at TD SYNNEX and raises climate-related agenda items to the Nom/Gov Committee or the Board.
	Management's Role Describe management's role in assessing and managing climate-related risks and opportunities.	The CBO oversees the Corporate Communications Department where the Corporate Citizenship Team resides. The Corporate Citizenship Team is primarily responsible for the ESG program at TD SYNNEX, where they work on sustainability policies and performance including education and thought leadership in the industry, sustainability metric and reporting, climate mitigation and greenhouse gases, circular economy and inculcating a sustainable culture within the organization. They work cross-functionally with other functions to identify, monitor and manage climate-related risks and opportunities as well as how to translate those risks and opportunities into actionable plans and policies. Several members of the Executive Leadership Team sit on the Corporate Citizenship Steering Committee to provide insight and advice on climate-related issues such as climate risk, decarbonization strategy and ESG policies. The Committee includes close to 30 Executive Leadership Team members and other key managers, from the Americas, Europe and Asia Pacific Japan. They meet monthly with the Corporate Citizenship team to discuss climate-related issues such as carbon reduction roadmaps, sustainability capacity building and sustainable leasing policies. Key findings and decisions are then raised to the Nom/Gov Committee through the CBO at least annually or where there are material updates.

[21] TD SYNNEX is reporting in alignment with currently available frameworks and will continue to monitor The International Sustainability Standards Board (ISSB) framework development. We will align with the unified framework once it becomes available from the IFRS Foundation.

TCFD Disclosure Index, Cont.

Disclosure Focus Area	Recommendation	2023 Response
Strategy Disclose the actual and potential impacts of climate-related risks and opportunities on the organization's businesses, strategy, and financial planning where such information is material.	**Climate-related Risk and Opportunities** Describe the climate-related risks and opportunities the organization has identified over the short, medium, and long term.	TD SYNNEX has identified through internal and external engagement, a range of climate-related risks and opportunities that are pertinent to our business. The list of risks and opportunities, and how we are managing risk and capturing the opportunities can be found in the "Climate-related Risks" and "Climate-related Opportunities" sections below.
	Impact on Organization Describe the impact of climate related risks and opportunities on the organization's businesses, strategy, and financial planning.	TD SYNNEX recognizes the potential significant impact that climate-related risks and opportunities could have on the business. The incorporation of the ability to manage the risk and capture the opportunity into our strategy and financial planning is therefore crucial. We ensure that climate-related risks are included in our corporate risk register, which leadership review and assess the risk and our current mitigation measures, allowing us to ensure robust and proactive management of these risks. We also update our global financial forecast monthly and incorporate macro-economic risk factors into those models. These external factors can include geopolitical events, availability/cost of capital, technical disruptions, and environmental factors. Environmental factors include the impacts of climate change such as natural disasters, extreme weather events, resource scarcity and environmental regulations that impact our sector. Climate-related opportunities are assessed on a continuous basis with relevant functional leads as business conversations develop and market trends change. The potential positive climate impact is assessed by the Corporate Citizenship team while functional leads assess the opportunity for financial benefits and how they can be incorporated into our business strategies and planning.
	Resilience of Strategy Describe the resilience of the organization's strategy, taking into consideration different climate-related scenarios, including a 2°C or lower scenario.	TD SYNNEX assumes that as climate change pressure increases, we will be subjected to increased regulatory and policy demands but that the different regions we operate in are likely to move with differing speeds. We also assume that we will be subjected to greater climate-related physical impacts. Our corporate sustainability strategy has been formulated taking into account various factors and qualitative climate scenarios. We plan to execute a more specific and robust climate-related scenario analysis with the support of market leading experts in the near future. We also continuously review our specific climate-related physical risks and the mitigation measures needed to manage the associated impacts as the latest science advises.

TCFD Disclosure Index, Cont.

Disclosure Focus Area	Recommendation	2023 Response
Risk Management Disclose how the organization identifies, assesses, and manages climate-related risks.	**Identification and Assessment** Describe the organization's processes for identifying and assessing climate-related risks.	Transitional climate-related risks relevant to TD SYNNEX are identified and updated as new legislation is released, market trends are observed, and business conversations and requests develop. If the risk does not require immediate attention, it will be placed on the risk register for the annual Enterprise Risk Assessment. Physical climate-related risks are identified with support from a risk management and insurance specialist firm. All facilities under TD SYNNEX are assessed for their exposure to acute and chronic physical climate risks, such as floods from heavy rainfall and rising sea levels, severe weather resulting in wildland fire and extreme temperatures as well as windstorms. These risks are updated at least annually. Physical climate-related risks are also included into the annual Enterprise Risk Assessment.
	Management of Risk Describe the organization's processes for managing climate-related risks.	If a specific climate-related risk is identified and determined to be a material risk, addressing it would then be prioritized. Depending on the nature of the risk, a mitigation plan would be developed to reduce risk levels. All risks are continuously monitored throughout the year, and updated where there may be changes in legislation, markets, business or the environment.
	Overall Risk Management Describe how processes for identifying, assessing, and managing climate-related risks are integrated into the organization's overall risk management.	TD SYNNEX's Enterprise Risk Assessment is performed annually with the benefit of the continuous identification and assessment of risk throughout the year. Our climate-related risks alongside and within other corporate risks are assessed via our Enterprise Risk Management process. The risk register is reviewed and assessed by the Executive Leadership Team as well as Regional Presidents and key Functional Directors across the regions. Additionally, specific or emerging risks not on the risk register are also reviewed during a follow-up interview within the assessment process. A risk level is then given to each risk.

<table>
<tr><th>Disclosure Focus Area</th><th>Recommendation</th><th>2023 Response</th></tr>
<tr><td rowspan="3">Metrics and Targets

Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities where such information is material.</td><td>Metrics

Disclose the metrics used by the organization to assess climate-related risks and opportunities in line with its strategy and risk management process.</td><td>Our climate-related metrics are published annually in our corporate citizenship report. We publish our carbon emissions for Scope 1 and 2 (metric tons of CO_2e), and our total and renewable energy consumption (MWh). We also monitor these metrics against our targets.

We are looking into tracking our OPEX, CAPEX, and revenue from sustainable economic activities following a global taxonomy such as the EU Taxonomy.</td></tr>
<tr><td>Scope 1, 2 and 3 emissions

Disclose Scope 1 and 2, greenhouse gas (GHG) emissions, and the related risks.</td><td>FY2023 Carbon Emissions:[22]
<table><tr><th>Carbon Emissions</th><th>Metric tons of CO_2e</th></tr><tr><td>Scope 1</td><td>11,767</td></tr><tr><td>Scope 2, location-based</td><td>32,083</td></tr><tr><td>Scope 2, market-based</td><td>26,221</td></tr></table>
We have conducted a Scope 3 inventory for our base year and are currently in the process of improving our carbon accounting and conducting one for FY2023. We expect to publish our Scope 3 inventories to CDP.</td></tr>
<tr><td>Targets

Describe the targets used by the organization to manage climate-related risks and opportunities and performance against targets.</td><td>TD SYNNEX has committed to following the Science Based Targets:

By 2028:
• 90% of our suppliers by spend covering purchased goods and services, will have science-based targets.
• 58% of our customers by revenue covering use of sold products, will have science-based targets.

By 2030:
• Reduce absolute Scope 1 & 2 GHG emissions by 42%.[23]

By 2045:
• Reach net-zero GHG emissions across the value chain.[24]</td></tr>
</table>

[22] Please refer to page 45 for GHG Inventory disclaimer.

[23] Reduction will be measured from a 2022 base year.

[24] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Transitional Climate-Related Risks			
Policy and Legal	Enhanced climate-related reporting obligations	Climate-related reporting regulations have had increasing requirements over the past few years, with varied requirements by country or regions. Several climate-related regulations, such as the Corporate Sustainability Reporting Directive (CSRD), have new frameworks and more detailed metrics. As enhancements are continuously updated, we are exposed to the possibility of increased operational cost, penalties and business disruption from insufficient alignment to growing requirements.	• TD SYNNEX monitors the latest regulations globally and regionally to understand their potential impact on our business, proactively having internal discussions on the interoperability of the various sustainability reporting frameworks. • TD SYNNEX has invested in a carbon accounting tool to ensure a more precise and streamlined data collection process that will support robust reporting.
Technology	Substitution of existing products and services with lower carbon alternatives	Technology is constantly developing and there has been a growing demand for products and services that are deemed more sustainable. As a distributor and aggregator of technology products and solutions, our offerings are constantly pitted against competitors and there is a risk of loss of business to those who can offer more sustainability attributes.	• TD SYNNEX has established a Circular Economy Tower, which works on expanding and improving our circular economy services, such as our device trade-in program (TD SYNNEX Renew) and our sustainable subscription solution, Tech as a Service (TaaS). The tower is also exploring how to further increase the use rates of assets we sell, recycling the materials used to make them, and avoiding waste.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Market	Changing customer behavior	There have been shifts in the market toward alignment with a net-zero future, resulting in more climate-aware partners and customers who seek more sustainable business practices and offerings. There is increasing pressure from partners to accelerate efforts in making both the business and supply chain more sustainable. There is a risk that the rate of market forces toward more climate-friendly practices results in a loss of business or increased costs from these changing demands.	• TD SYNNEX, through our education and thought leadership pillar, maintains collaboration within the supply chain, particularly with stakeholders who are also aligned to a net-zero future. This allows us to maintain a good pulse on best practices and demands of the industry, allowing us to further grow our sustainable services. • TD SYNNEX has established a Sustainable Transportation and Logistics Tower, where we are working with our supply chain to offer more environmentally friendly logistics services. We are looking for and encouraging lower carbon alternatives for fossil powered transportation modes. We are also working with vendors to reduce package weight and size with the goal of increasing load factors and reducing transportation emissions per delivered product.
Reputation	Increased stakeholder concern or negative stakeholder feedback	Stakeholders increasingly recognize the importance of incorporating ESG into long-term strategy to remain competitive, improve profitability and drive innovation. This has also resulted in a growth of ESG criteria and standards that corporations are held up to. There is a risk of increased costs from adhering to these growing standards while ensuring that any negative concerns are proactively mitigated and managed.	• TD SYNNEX, through our sustainability metrics and reporting pillar, keeps track of the latest industry standards for ESG. We also work to incorporate them, where possible and applicable, into our long-term strategy to ensure that we are aligned with the latest standards and science.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Physical Climate-Related Risks			
Acute Physical	Wildfires Storms Flooding Extreme temperatures Severe wind	As a distributor of hardware with offices and warehouses, TD SYNNEX is exposed to a variety of acute physical climate-related impacts that can cause property damage to our facilities, health and safety concern for our co-workers and disruptions to our logistics network. This can result in a financial impact to adapt and respond to any events. All facilities under TD SYNNEX are assessed for their exposure to acute physical climate risks with varying exposure identified.	• All facilities under TD SYNNEX are assessed annually for their exposure to acute and chronic physical climate risks using natural hazard risk maps that have forward-looking analysis accounting for changing climatic dynamics to have more accurate forecasts on potential exposures. All sites have a property Risk Management Plan in place that is reviewed and verified by technical experts.
Chronic Physical	Rising sea levels Rising temperatures	Changing climatic dynamics place long-term and increasing financial and physical pressure on TD SYNNEX's assets as they are exposed to these chronic risks, which can vary greatly across the regions we operate in. All facilities under TD SYNNEX are assessed for their exposure to chronic physical climate risks with varying exposure identified.	

Type	Opportunity	Potential Financial Impact	Strategy
Climate-Related Opportunities			
Resource Efficiency	Use of more efficient sites	With 168 distribution and administrative facilities globally, there is opportunity for us to gain significant operational cost savings by enhancing efficiencies in resource usage, particularly in utilities.	• TD SYNNEX has developed sustainable criteria for our global real estate team to use to evaluate new location opportunities including factors such as energy, water and waste efficiency design, access to renewable energy and sustainable building certification. Sites with more sustainable criteria are prioritized for leasing. • TD SYNNEX, under our culture pillar, has expanded our Green Teams network to close to 40 teams who engage with their co-workers to inculcate sustainability habits and where some have led initiatives to identify areas at their sites to reduce operational carbon emissions.
	Use of more efficient distribution processes	As a distribution firm, our revenue is dependent on the efficiency of our distribution processes. Investment and refinement of the process will allow us to improve our performance and increase revenue.	• TD SYNNEX's distribution processes are highly automated to ensure timely order fulfillment and accuracy and enhance the efficiency of our warehouse operations and back-office administration. We track multiple performance measurements to continuously improve the efficiency and capabilities of our distribution operations. Our proprietary IT systems and processes enable us to automate many of our distribution operations.
Energy Source	Use of lower-emissions sources of energy	Moving to lower energy systems helps us to reduce the risks associated with exposure to fluctuating fossil fuel prices and future carbon taxes. By investing in renewable infrastructure, long-term returns are to be anticipated.	• TD SYNNEX is shifting toward more renewable energy systems and we are looking for opportunities to upgrade our facilities with sustainable attributes as our contracts and local infrastructure allow. We are investing in the refurbishment of our existing locations and adding new features such as solar panels and electric vehicle (EV) infrastructure. On top of this, most of our facilities in the U.K., Spain, Italy and the Czech Republic have shifted to certified, renewable-generated electricity.

Sustainability Accounting Standards Board (SASB) Standards Index[25]

Multiline and Specialty Retailers & Distributors					
Topic	**Accounting Metric**	**Category**	**Unit of Measure**	**Code**	**2023 Response**
Energy Management in Retail & Distribution[26]	(1) Total energy consumed, (2) percentage grid electricity, (3) percentage renewable electricity	Quantitative	Megawatt hour (MWh), Percentage (%)	CG-MR-130a.1	1. Total energy consumed in 2023: Approximately 167,734 MWh 2. Percentage grid electricity: Approximately 69% 3. Percentage renewable electricity: Approximately 31%
Data Security	Description of approach to identifying and addressing data security risks	Discussion and Analysis	n/a	CG-MR-230a.1	Our Cyber Defense Center, staffed by security experts, monitors and responds to threats in real time. The team uses advanced tools, including machine-learning and deep-learning AI systems, that improve threat detection by learning to distinguish false alarms from real threats over time. We take a proactive approach, conducting periodic simulations to rehearse and validate the effectiveness of our controls. Any suspected security issues are promptly reported for appropriate action. For further information, see the Safeguarding Privacy and Data section of our Corporate Citizenship Report.
Labor Practices	Total amount of monetary losses as a result of legal proceedings associated with labor law violations	Quantitative	Presentation currency	CG-MR-310a.3	2023 Form 10-K, Legal Proceedings, p. 29

[25] TD SYNNEX is reporting in alignment with currently available frameworks and will continue to monitor The International Sustainability Standards Board (ISSB) framework development. We will align with the unified framework once it becomes available from the IFRS Foundation.

[26] Please refer to page 45 for energy and electricity use disclaimer.

Multiline and Specialty Retailers & Distributors					
Topic	**Accounting Metric**	**Category**	**Unit of Measure**	**Code**	**2023 Response**
Workforce Diversity & Inclusion	Percentage of (1) gender and (2) diversity group representation for (a) executive management, (b) non-executive management, and (c) all other employees	Quantitative	Percentage (%)	CG-MR-330a.1	2023 Corporate Citizenship Report > Appendix > Sustainability Data Summary
	Total amount of monetary losses as a result of legal proceedings associated with employment discrimination	Quantitative	Presentation currency	CG-MR-330a.2	2023 Form 10-K, Legal Proceedings, p. 29
Product Sourcing, Packaging & Marketing	Discussion of processes to assess and manage risks or hazards associated with chemicals in products	Discussion and Analysis	n/a	CG-MR-410a.2	2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy
	Discussion of strategies to reduce the environmental impact of packaging	Discussion and Analysis	n/a	CG-MR-410a.3	2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy

United Nations Sustainable Development Goals (UN SDGs)

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 4. Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all (Quality Education)	4.4 By 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship	In FY2023, we continued to grow our impact not only through our work but by sharing our collective resources, time and expertise. Our Community Relations program is structured around the pillars of Digital Divide, Children and Wellness, in which we strive to engage our co-workers and neighbors to help make life better for those in need. At TD SYNNEX, we're working to bridge the digital divide by expanding access to literacy programs and digital devices. Additionally, we support programs that provide children with the tools and resources they need to succeed. In FY2023, nearly 200,000 children participated in our literacy programs. To combat the issue of food insecurity, we engage with local organizations that focus on providing food security to the communities in which we operate. 2023 Corporate Citizenship Report > Social Responsibility > Engaging Our Local Communities
Goal 5. Achieve gender equality and empower all women and girls (Gender Equality)	5.5 Ensure women's full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life	Our DEI strategy guides us to build a diverse and talented workforce. To drive progress, we launched a new inclusive recruitment commitment in FY2023. The commitment applies to all external hires for roles at the people manager level or above and requires global hiring managers to ensure women represent at least half of their candidate slates. U.S. hiring managers must ensure that at least half of each candidate slate includes female, Black and/or Hispanic candidates. To hold hiring managers accountable, those who wish to move forward with a candidate outside of these stipulations must receive approval from a member of our executive leadership team. Since launching this initiative in January 2023, approximately 50% of our new hires have been women and/or people from minority groups. 2023 Corporate Citizenship Report > Social Responsibility > Creating a Culture Where Everyone Feels Connected

United Nations Sustainable Development Goals, (UN SDGs) Cont.

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 8. Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all (Decent Work and Economic Growth)	8.8 Protect labor rights and promote safe and secure working environments for all workers, including migrant workers, in particular women migrants, and those in precarious employment	Our values of inclusion, collaboration, integrity and excellence shape our approach to corporate governance. They guide us to be accountable for our performance, transparent with our stakeholders and committed to doing what's right. We're helping our co-workers put these values into action by building a culture where ethics and compliance are top of mind. Our business depends on our ability to attract, retain and develop top talent. That's why we focus on providing resources to help our co-workers do their best work. We want TD SYNNEX to be a place where people can be happy, healthy and safe — a place where they can succeed in their roles while continuing to grow. In FY2023, we focused on expanding opportunities for our co-workers to learn, develop and lead. We also enhanced our ability to support the many dimensions of well-being for our co-workers worldwide. 2023 Corporate Citizenship Report > Corporate Governance > Putting Servant Leadership Into Practice 2023 Corporate Citizenship Report > Social Responsibility > Empowering People to Be at Their Best
Goal 9. Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation (Industry, Innovation and Infrastructure)	9.b Support domestic technology development, research and innovation in developing countries, including by ensuring a conducive policy environment for, inter alia, industrial diversification and value addition to commodities	The technology ecosystem is as complex as it is critical, requiring specialized expertise from many kinds of organizations such as vendors, distributors and resellers. Together, we deliver hardware, such as laptops; software, such as cybersecurity solutions; and services, such as data storage and many more. TD SYNNEX sits in the middle of it all, ideally positioned to orchestrate and influence the future of sustainability industrywide. 2023 Corporate Citizenship Report> Introduction> Putting Corporate Citizenship to Work

United Nations Sustainable Development Goals, (UN SDGs) Cont.

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 12. Ensure sustainable consumption and production patterns (Responsible Consumption and Production)	12.2 By 2030, achieve the sustainable management and efficient use of natural resources	At heart, TD SYNNEX is a solutions company driven to deliver transformative results. Through our Corporate Citizenship program, we're applying that strength to unlock progress toward key environmental goals. We're committed to expanding the circular economy, sharing our sustainability insights and achieving net-zero GHGs in our global operations by 2045. By engaging our global co-workers and channel partners, we aspire to advance environmental sustainability — not only at TD SYNNEX, but industrywide. By measuring our performance, we can identify where we're making environmental progress and how we can continue to improve. This also equips us with insights that we can share with co-workers, customers, partners, shareholders, regulators and other stakeholders. As we continue to deepen our sustainability efforts, we strive to be accountable and transparent each step of the way. The stories and data shared throughout this report reflect that commitment. 2023 Corporate Citizenship Report > Environmental Sustainability > Sustainability Metrics and Reporting
	12.5 By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse	At TD SYNNEX, the circular economy is one of our two towers of specialization — areas where we're uniquely positioned to advance sustainable change. As the world's largest IT distributor, we leverage relationships with thousands of vendors and customers to intervene in linear systems of e-waste management in favor of circular models. Three of our businesses — PCW, Shyft Global and TD SYNNEX Renew — provide customers with IT Asset Disposition services including redistribution, refurbishment, recycling and more. In FY2023, we continued to embed and promote circular economy principles by expanding our IT Asset Disposition services and partnering on renew and refurbishment programs with companies such as Google, Xbox and Microsoft. 2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy

United Nations Sustainable Development Goals, (UN SDGs) Cont.

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 13. Take urgent action to combat climate change and its impacts (Climate Action)	13.2 Integrate climate change measures into national policies, strategies and planning	Our corporate sustainability strategy accounts for various factors and qualitative climate scenarios. We plan to execute a more specific and robust climate-related scenario analysis with the support of market leading experts in the near future. We also continuously review our specific climate-related physical risks and the mitigation measures needed to manage the associated impacts in alignment with the latest science. 2023 Corporate Citizenship Report > introduction > Our Corporate Citizenship Commitments 2023 Corporate Citizenship Report > Environmental Sustainability > Climate Mitigation and Greenhouse Gases

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April 2, 2025

Region 4 Education Service Center
Finance and Operations
7145 West Tidwell Road
Houston, TX 77092

RE: Authorized Vendor in Response to RFP: 25-03 Cyber Solutions RFP - Region 4 ESC

To Whom it May Concern,

This is to certify that TD Synnex is an authorized distributor of the products manufactured by Palo Alto Networks to all Omnia eligible customers.

TD Synnex is authorized to sell all Palo Alto Networks products under the terms and conditions of the Omnia Contract (RFP: 25-03 Cyber Solutions RFP - Region 4 ESC).

For verification purposes, the following information may be used and/or contacted:

Point of Contact Name:	Lauren Aloway
Point of Contact Mailing Address:	3000 Tannery Way Santa Clara, CA 95054
Point of Contact Phone Number:	408-941-3782
Point of Contact Email:	laloway@paloaltonetworks.com

If you have any questions regarding our partnership, please contact the above listed Point of Contact.

Sincerely,

lauren aloway

Name: Lauren Aloway Title: Sr. GTM Manager – Public Sector Contracts

Company Overview

Palo Alto Networks, Inc. is a global cybersecurity provider with a vision of a world where each day is safer and more secure than the one before. We were incorporated in 2005 and are headquartered in Santa Clara, California. Palo Alto Networks was founded in 2005, released our first product in 2007 and priced our Initial Public Offering (IPO) in 2012.

We empower enterprises, service providers, and government entities to secure all users, applications, data, networks and devices with comprehensive visibility and context continuously across all locations. We deliver cybersecurity products covering a broad range of use cases, enabling our end-customers to secure their networks, remote workforce, access to the service edge, branch locations, public and private clouds, and to advance their Security Operations Centers ("SOC"). **We believe our portfolio offers advanced prevention and security, while reducing the total cost of ownership for organizations by improving operational efficiency and eliminating the need for siloed point products**. We do this with solutions focused on delivering value in three fundamental areas:

Secure the Enterprise:

- Secure the network through our ML-powered Next-Generation Firewalls, available in a number of form factors, including physical, virtual and containerized appliances, as well as a cloud-delivered service, with Panorama management available as an appliance or as a virtual machine for the public or private cloud. This also includes security services such as Threat Prevention, WildFire, URL Filtering, DNS Security, IoT Security, GlobalProtect, SD-WAN and Data Loss Prevention that are delivered as SaaS subscriptions to our ML-powered Next-Generation Firewalls.

Secure the Cloud:

- Secure the cloud through our Prisma security offerings, such as Prisma Cloud, the industry's most comprehensive Cloud Native Security Platform ("CNSP"), protecting applications, data and the entire cloud native technology stack, throughout the full development lifecycle and across multi- and hybrid- cloud environments, Prisma SaaS for protecting SaaS applications, Prisma Access, a comprehensive Secure Access Service Edge ("SASE") offering, that, together with CloudGenix SD-WAN, securing SD-WAN to enable the cloud delivered branch, and VM-Series and CN-Series for inline network security in multi- and hybrid- cloud environments.

Secure the Future:

- Secure the future of security operations through our Cortex security offerings, which includes Cortex XDR for prevention, detection and response, Cortex XSOAR for security orchestration, automation and response ("SOAR"), AutoFocus for threat intelligence, and Cortex Data Lake to collect and integrate security data for analytics. These products are delivered as software or SaaS subscriptions.

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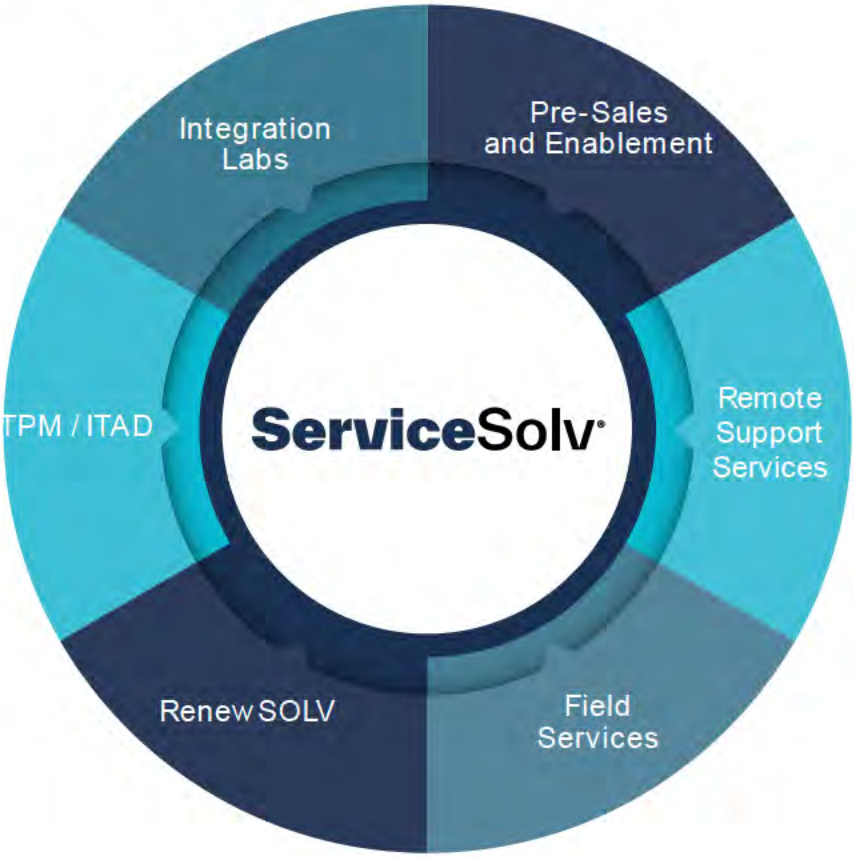

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See next page for full list of our services.

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- Promote Demos / Internal Training
- Technical Certification Management

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- Training

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  - Data Center
  - UCC/ Collaboration
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- Software / OS Load
- Valued Added Services
  - Asset Tagging, Labeling, Etching Solutions
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COMPUTER INSTRUMENTS INC.
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CONEXLINK
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PRIVORO, LLC
PRO-COM PRODUCTS, INC. / WOCF LLC.
PROBAX USA*
PROCESSBOLT INC.
PROCURRI LLC
PROGRESS SOFTWARE
PROHAWK
PROPRIETARY INNOVATION LABS INC.
PROSITIONS*
PROTEC SCIENTIFIC
PROTECT COMPUTER
PRODUCTS INC.
PROLION
PROMISE
PROOFPOINT
PROTO.IO
PROXIMITY SYSTEMS, INC.
PTC, INC.
PULSE SECURE
PUPPET LABS, INC.
PURPLE WIFI LTD
PYRAMID TIME - STRATEGIC

Q6 INTELLIGENCE, LLC
QLIK
QLOGIC (MARVELL)
QMULUS
QNAP
QNEXT
QOMO LLC
QPCS
QUALCOMM
QUALITY COMPUTER ACCESSORIES INC.
QUALYS, INC.
QUAM NICHOLS COMPANY
QUANMAX USA INC.
QUANTA
QUANTUM
QUARK INC.
QUATRRO
QUICK QUALITY CABINETS
QUICKEN INC.
QUICKET SOLUTIONS
QUOTIENT, INC.
QUMU
QUMULO
QUNIFI LIMITED

RGB SPECTRUM
R-GO
RACKMOUNT
RACKSOLUTIONS INC.
RADAPTIVE
RADIANT SECURITY*
RADIENT

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RADIUS.AI*
RADWARE
RAIN DESIGN - STRATEGIC
RAM MOUNTS
RANGEFORCE
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RAPTOR BLASTING SYSTEMS LLC
RARITAN
RAYCOP NORTH AMERICA INC.
RAYMOND & LAE ENGINEERING, INC.
RAZER
READYDOCK, INC. DBA ICLEANSE
REALDEFENCE LLC
REALVNC LTD
RECAST SOFTWARE, INC.
RECIPROCITY
RECORDEX MANUFACTURING, INC.
RED GATE SOFTWARE LTD
RED HAT
RED LION CONTROLS, INC.
REDSHIFT
REDSKY TECHNOLOGIES
REDSTOR
REDWOLF SECURITY
REMAGO
REMARKETED
RESPOND SOFTWARE
REVEALD
REVOLUTION ACOUSTICS
REVVER
RFID-STRATEGIC
RGB SPECTRUM
RGNETS
RH BUSINESS TRADING LLC
RHINO HEALTH
RIBBON COMMUNICATIONS
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RICOH
RIGADO
RINGCENTRAL-RAW MATERIAL
RINGCENTRAL, INC.
RING, LLC
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RISO-STRATEGIC
RITTAL
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ROCKSTAR GAMES
ROCSTORAGE INC.
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SALAMANDER
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SANS DIGITAL
SANUS
SANYO DENKI AMERICA, INC.
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SAS
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SHAREGATE GROUP INC
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SHARP
SHASTA CLOUD, INC.
SHELTERZOOM*
SHURE*
SHUTTLE COMPUTER INT
SIBLINGS INVESTMENT INC., DBA VANTEC THERMAL TECHNOLOGIES
SIC SALES & MARKETING INC.
SIDOS
SIEMON COMPANY
SIEMONS
SIERRA CIRCUIT REPAIR, INC.
SIERRA WIRELESS
SIGNAGELIVE, INC.
SIIG
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SIMPLIFI
SINGLEWIRE
SK HYNIX
SKYEBROWSE
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SILICON POWER
SILVERSKY, INC.
SIMPLY NUC, LLC
SINGLEWIRE
SIOS TECHNOLOGY CORP.
SIPPIO
SIXGILL
SIYATA MOBILE
SKB CASES - STRATEGIC
SKETCH
SKYHIGH SECURITY
SKYKICK
SKYKIT
SKYTECH USA LLC
SLASHNEXT
SMART TECHNOLOGIES*
SMARTAVI
SMARTOPTICS
SMK LINK
SNAPT
SNX/MFR PC RETURNS / REMAN
SOC PRIME
SOCIAL SAFEGUARD INC.
SOCKET COMMUNICATIONS
SOCKET MOBILE
SOFTLAYER TECHNOLOGIES, INC.
SOFTWARE & PERIPHERALS
SOFTWARE AG
SOHNEN ENTERPRISES, INC.
SOLARFLARE COMMUNICATIONS, INC.
SOLE SOURCE TECHNOLOGY, LLC
SOLGARI*
SOLIDGM
SOLITON SYSTEMS
SONIC FOUNDRY INC.
SONICWALL
SONNET TECHNOLOGIES
SONOS
SONY
SOPHOS
SOTEL SYSTEMS, LLC
SOTER TECHNOLOGIES LLC
SOUND SECURE
SOURCE CODE
SOURCE TCH
SOURCING
SP CONTROLS, INC.
SPA, LLC
SPACEPOLE INC.
SPARKCOGNITION
SPARKLE POWER
SPECOPS SOFTWARE USA INC.
SPECTRIO, LLC
SPECTRUM BUSINESS
SPECTRUM CORPORATION
SPHERE TECHNOLOGY*
SPICERS PAPER, INC.
SPIN TECHNOLOGY
SPIRENT
SPK AND ASSOCIATES
SPK RESOURCE
SPOTIFY USA INC.
SPLUNK*
SPRACHT PRODUCTS
SPRINT
SPRINXLE
SQUARE ENIX INC.
SQUARE INC.
SSH COMMUNICATIONS SECURITY, INC.
ST CYBERLINK CORP DBA GLOBAL PC DIRECT
STACKROX, INC.
STAMAR PACKAGING INC. / REMAN
STAR PRINTER
STARLIGHT
STARTECH
STARWIND
STATIC CONTROL COMPONENTS
STAYMOBILE VENTURE LLC
STEADFAST INNOVATION
STEELCASE, INC.
STEMFUSE
STEP AHEAD*
STIRLING COMMUNICATION SUPPLY
STM BAGS, LLC
STONEFLY
STORAGE MEDIA & SUPPLIES
STORAGECRAFT TECHNOLOGY CORP
STORMAGIC
STRATEGIC INTERESTS
STRATEGIC SOURCING
STRATIX
STRATOZEN
STREAMVU INC.
STRIKE
STYECA
SUMAR INTERNATIONAL, INC.
SUMMA AMERICA LLC
SUMOLOGIC
SUNBRITETV, LLC
SUNSHINE COMPUTERS & SOFTWARE INC. D/B/A INNOVATION COMPUTERS
SUPERBAI
SUPERCOM, INC.
SUPERMICRO
SUPERSONIC INC.
SUPPLIES DISTRIBUTORS
SURE PEOPLE
SUREPATH AI
SUSE
SWIFTPAGE ACT! LLC
SYBA MULTIMEDIA INC.
SYCOMP*
SYMBOL SECURITY
SYNACOR, INC.
SYNAMI LIMITED
SYNERGY SKY
SYNITI
SYNOLOGY
SYSDIG
SYSTIUM TECHNOLOGIES
SYSTRAN SOFTWARE INC.
SYXSENSE

TAA PRODUCTS
TACTILE
TAG GLOBAL SYSTEMS LLC
TAKE TWO
TAKE-TWO INTERACTIVE SOFTWARE, INC.
TALEND
TALENT GRANT TECHNOLOGY INC.
TALK-A-PHONE CO
TAMR
TANDESA LLC
TANGENT COMPUTER INC.
TAOGLAS USA INC.
TARGUS

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TECHNOMAD
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TEKLYNX SOFTWARE
TEKNIKOS INC.
TELCLOUD
TELEDYNAMIC
TELEEPOCH LTD
TELEPORT
TEMPEST LIGHTING, INC.
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TERADICI
TERRAMASTERS
TES AMERICA, LLC
TEXTHELP INC.
TG3 ELECTRONICS INC.
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THE ELEVATOR CHANNEL DBA 11 GIRAFFES
THE JOY FACTORY
THE OLANDER COMPANY, INC.
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TOP TECH CLOCKS
TORG
TORQ
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TSSLINK INC.
TUFIN
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TWISTLOCK, INC.
TYAN COMPUTER CORPOR
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U.S.GAMES DISTRIBUTION, INC.
UBI SOFT ENTERTAINMENT
UBIX
UBZL
UC WORKSPACE
ULINE
ULTRALEAP
UNAVIS LLC
UNBW
UNC GROUP
UNCOMMONX
UNDER ARMOUR
UNIDOC HEALTH SOLUTIONS
UNIFORM INDUSTRIAL CORP.
UNIGEN
UNIMAX
UNITECH
UNITED DGI
UNITED STATES LUGGAGE LLC
UNITRENDS
UPSHOW
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URBAN FACTORY
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USYSTEMS
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VALIDSOFT
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VAULT
VCE
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VERBATIM
VERITAS
VERIZON
VERSA NETWORKS
VERSATERM
VERTIGIS*
VERTIV
VG RUSH CORPORATION
VIAAS, INC.
VIAVI SOLUTIONS
VICTORINOX
VIDIZMO
VIEWSONIC
VIKING COMPUTER PARTS
VIKING ENTERPRISE SOLUTIONS
VIMEO
VINPOWER
VIPRE SECURITY
VIRCOM INC.
VIRSAE
VIRTANA
VISION
VISIONEER
VISIONTEK
VISTA IT GROUP
VISUAL LABS
VIVACITY TECH PBC
VIVINT, INC.
VIVOTEK
VIZETTO
VIZIFLEX SEELS INC.
VMRAY
VMWARE
VOLODY
VONAGE
VONHOLZHAUSEN
VORP ENERGY, LLC
VOTIRO
VOYAGER LABS
VU RYTE , INC.
VUZIX CORPORATION
VWR INTERNATIONAL LLC
VXL INSTR
VZBLTY

WAITTIME
WALLBOARD
WANDERA
WARNER BROTHERS
WASABI
WASP TECH
WATCHGUARD
WEBROOT SW
WEBWORKS
WEIGHTS AND BIASES
WEIRDWARE VENDOR GROUP
WEKA IO
WENGER BY GROUP III
WESTERN DIGITAL
WESTERNTECHSYSTEMS INC.
WEVIDEO
WHISTIC
WHITECANYON SOFTWARE, INC.
WHOOP USA
WIDEPOINT
WILLARD PACKAGING
WILLIAMS SOFTWARE ASSOCIATES
WILSON ELECTRONICS LLC
WIN LONG, USA LLC DBA TITANIUM TECHNOLOGIES
WIND RIVER SYSTEMS
WINMAGIC
WINSTON INTERNATIONAL LTD.
WIRELESS GUARDIAN, INC.
WIREMOLD/LEGRAND
WITFOO INC.
WITHINGS INC.
WOBBLEWORKS
WOLTERS KLUWER HEALTH
WOOTCLOUD
WORKDAY
WORKS 360, LLC DBA SPRINXLE
WORKSPOT
WORKWELL TECHNOLOGIES
WOWWEE
WSO2
WSTDIGITAL

X RITE
X6D USA INC.
XENCELABS
XEROX
XI3 CORPORATION
XILINX
XINUOS, INC. DBA UNXIS, INC.
XOGO, INC.
XYZPRINTING, INC.

YAGNA IQ INC.
YAMAHA
YEALINK
YOSHINO TECH*
YUBICO

ZAGG INC.
ZEPLIN
ZERIFY
ZEROSPAM
ZETASETT
ZEWA, INC.
ZIMPERIUM
ZOHO CORPORATION
ZOOM
ZOTAC INTL
ZPE SYSTEMS
ZSCALER
ZVT INC.
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New Fiscal Year 2024 Vendor

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TD SYNNEX | Public Sector



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2025 Program availability and pricing listed here is guaranteed until January 31, 2025.
After that date, pricing and activity availability is subject to change.

TD SYNNEX | Public Sector

TD SYNNEX Marketing Prior Agreement		SCM#	
Vendor Name:		VMM Name:	
Vendor Contact:		Vendor E-mail:	

Pre-Approval Section

This agreement entitles afore-mentioned vendor to participate in the TD SYNNEX Marketing Program and/or Activity (check all that apply): Annual Program: ☐ Multi-Vendor: ☐ A-La-Carte (Single Vendor): ☐

Program/Activity Name:
2025 Public Sector Annual Program

Description (For Single-Vendor ALC, please include activities details):

For advertisements, catalogs, email, fax mailers and other related promotions, TD SYNNEX reserves the right to edit/approve final content. For incentives, contests, promotional items and other related activities, TD SYNNEX reserves the right to utilize authorized funds as deemed necessary to promote or otherwise sell vendor products. TD SYNNEX will provide necessary documentation for claimed amounts when requested. If the undersigned/vendor cancels an approved/authorized program, all out of pocket expenses incurred by TD SYNNEX prior to the cancellation will be reimbursed by vendor. The party signing this contract indicates their approval of the program to be delivered by TD SYNNEX or its subsidiaries and understands the terms and conditions of the program and has the authority to execute this contract. Any programs delivered by a TD SYNNEX subsidiary will be invoiced by such subsidiary.

CANCELLATION POLICY: All cancellations must be in writing. If Vendor cancels after this contract has been fully executed by both parties, a cancellation fee will be charged according to the following fee schedule:

- If cancellation occurs 30 days prior to the event, 50% of the event fee will be charged.
- If cancellation occurs 14 days prior to the event, 75% of the event fee will be charged.
- If cancellation occurs 7 days prior to the event, 100% of the event fee will be charged.

For Pre-Pay SCMs, TD SYNNEX Marketing will work with vendor to ensure that funds will be fully spent within two years of invoice.

Accepted by (E-Sign):	Date:

Billing Information

PA/PO #:

Billing Method: Direct Billing: ☐ Pre-Bill: ☐ SCM:_____	
Total DUE:	**$**

Single Vendor/ A-La-Carte Terms:
Vendor agrees to participate in and pay for the specific marketing activities selected above. Vendor understands this is a commitment to execute the marketing activities within the dates specified and agrees to pay the marketing fee listed for each activity as completed. Any changes to the quoted marketing activities that are requested by Vendor may increase the total marketing fee. Vendor will be notified in advance of any additional marketing fees to secure additional funding and/or approval of change of funding to be provided.

INVOICING: The Marketing Activity fee will be invoiced as follows: (i) after the implementation date of each activity for proof of performance marketing activities, or (ii) within a reasonable time of the end of each TD SYNNEX fiscal quarter for pay-for-performance sponsorship. All invoices shall be paid Net 30 days from date of invoice. All payments shall be in the form of a credit memo, ACH, wire or check and are due within 30 days of invoicing. Activities may include a fee for TD SYNNEX Marketing and administrative support. If payment is not received, TD SYNNEX may pursue further collection efforts and has the right to cancel/suspend any pending marketing activities.

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

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Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □X does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initial Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initial Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initial Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Initial

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Initial

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initial _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initial _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

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The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES:

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: X

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES:

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: TD SYNNEX Corporation
Address, City, State, and Zip Code: 5350Tech Data Drive, Clearwater, FL, 33760
Phone Number: 510-402-7058
Fax Number: _____

Printed Name and Title of Authorized Representative: Randy Finley, Sr. Director, Business Development
Email Address: Randy.Finley@tdsynnex.com
Signature of Authorized Representative: Signed by: Randy Finley 4349F10A8D89442...
Date: Apr 9, 2025 | 12:54:53 EDT

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

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is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Initial

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
TD SYNNEX Corporation

Address, City, State, and Zip Code:
5350 Tech Data Drive, Clearwater, FL 33760

Phone Number: 510-402-7058 Fax Number: _____

Printed Name and Title of Authorized Representative:
Randy Finley, Sr. Director, Business Development

Email Address:
Randy.Finley@tdsynnex.com

Signed by:
Randy Finley
4349F10A8D89442...

Signature of Authorized Representative: _____ Date: Apr 9, 2025 | 12:54:53 EDT

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

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This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

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ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

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which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be

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applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized

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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

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b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

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i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

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C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

Docusign Envelope ID: 6A52BBC4-066C-4619-B358-D9F4290EB96B

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, TD SYNNEX Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:
Randy Finley
4349F10A8D89442...

Signature of Contractor's Authorized Official

Randy Finley, Sr. Director, Business Development

Name and Title of Contractor's Authorized Official

Apr 9, 2025 | 12:54:53 EDT

Date

Docusign Envelope ID: 6A52BBC4-066C-4619-B358-D9F4290EB96B

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

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a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

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16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

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Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: TD SYNNEX Corporation

Address, City, State, and Zip Code:
5350 Tech Data Drive, Clearwater, FL 33760

Phone Number: 510-402-7058 Fax Number: _____

Printed Name and Title of Authorized Representative:
Randy Finley, Sr. Director, Business Development

Email Address: Randy.Finley@tdsynnex.com

Signature of Authorized Representative: Signed by: Randy Finley 4349F10A8D89442...

Date: Apr 9, 2025 | 12:54:53 EDT

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	04/11/2025 01:48 PM MDT

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Arizona
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day 04/11/2025 01:48 PM MDT _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)
04/11/2025 01:51 PM MDT
_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

04/11/2025 01:48 PM MDT

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

04/11/2025 01:48 PM MDT

_____
(Affiant)

(Notary Public) 04/11/2025 01:51 PM MDT

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

TD SYNNEX Corporation CORPORATE SEAL Sep 4, 2003 DELAWARE

Version January 31, 2025

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

04/11/2025 01:48 PM MDT

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	04/11/2025 01:48 PM MDT Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: 04/11/2025 01:48 PM MDT

DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ 04/11/2025 01:48 PM MDT

Signature Date

_____

Print Name and Title

EXHIBIT “B”

Participating Dealer Agreement

TD SYNNEX | Public Sector

OMNIA PARTNERS

PARTICIPATING DEALER AGREEMENT

OMNIA Partners Contract #R250307

Administration Agreement

This Dealer Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date") by and between Flagler Technologies LLC ("Dealer"), having its place of business at 5295 Town center Rd Suite 201 Boca Raton FL 33486, and TD SYNNEX Corporation ("TDS"), having its place of business at 44201 Nobel Drive, Fremont, CA, 94538.

BACKGROUND

This Agreement governs the appointment of Dealer as a nonexclusive authorized Dealer of Products (as defined below) through the OMNIA Partners Contract #R250307, Administration Agreement ("Contract"). The General Terms and Conditions comprising the body of this Agreement set forth the general terms of such appointment.

AGREEMENT DOCUMENTS

The parties agree to be bound by this Agreement, which consists of this Signature Page, the General Terms and Conditions, and any Exhibits attached hereto (if any):

The duly authorized representatives of the parties have executed and delivered this Agreement as of the Effective Date.

Exhibit A – Ordering Instructions

TD SYNNEX Corporation	Flagler Technologies, LLC
By: E-SIGNED by Randy Finley on 2025-09-12 20:20:03 GMT	By: E-SIGNED by Ken Wagner on 2025-09-10 14:00:01 GMT
Name: Randy Finley	Name: Ken Wagner
Title: Sr. Director, Business Development	Title:
Date: September 12, 2025	Date: September 10, 2025

P.S.A.

September 10, 2025

GENERAL TERMS AND CONDITIONS

SECTION 1 DEFINITIONS.

1.1 "Confidential Information" shall mean the information of a party, which information is conspicuously marked with "Confidential," or "Proprietary" or other similar legend. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a brief written non-confidential description of the information and confirmation of the confidential nature of the information shall be sent to the recipient within thirty (30) days after the disclosure. Quantities, schedules, pricing, sales reports and inventory reports shall be considered Confidential Information hereunder whether disclosed orally or in writing, or whether or not marked "Confidential" or "Proprietary." Confidential Information does not include information that: (1) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (2) is or becomes generally known to the public without violation of this Agreement; (3) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (4) is independently developed by the receiving party without use of Confidential Information.

1.2 "Customer" means End Users authorized to purchase through the Contract.

1.3 "Contract Price List" is the negotiated contractual pricing for the Products.

1.4 "Products" means the products that are available to be sold through the Contract.

SECTION 2 APPOINTMENT AND LICENSE.

2.1 Appointment, License Grant and Sublicense. Subject to the terms and conditions of this Agreement; the qualification requirements delineated herein; and, the authorization requirements of the manufacturer of the Product(s), TDS hereby appoints Dealer, and Dealer hereby accepts the appointment, as a non-exclusive authorized Dealer of Products to Customers who can purchase through the Contract. TDS grants to Dealer a nontransferable and nonexclusive license during the term of this Agreement to distribute the Products and any software (only as incorporated in the Products) to Customers. This Agreement does not purport to provide Dealer any additional rights than those offered to them by the manufacturer of the Product(s).

2.2 Authority. Except as expressly set forth in this Agreement, Dealer will have no authority to bind TDS or its suppliers to any contract, representation, understanding, act or deed concerning TDS, its suppliers or any Products covered by this Agreement without TDS 's prior written consent. This Agreement will not be deemed to establish a joint venture or partnership. Dealer will make no warranties or representations, such as representations concerning prices, terms of delivery and payment, or conditions of sale, relating to the Products unless TDS authorizes such warranties and representations in writing. The parties recognize and agree that the Dealer relationship referenced herein does not establish privity of contract between Dealer and Customer. Dealer expressly understands that the scope of its representation is limited to the terms of this Agreement.

2.3 Sales to End Users Only. Unless otherwise authorized by TDS in writing, Dealer shall only sell Products to Customers who do not intend to further remarket such Products.

2.4 Reserved Rights. This Agreement shall in no way limit TDS's ability to sell, directly or indirectly, any Products to any Customers, and Dealer shall not be entitled to any commission or other compensation with respect to such sales. TDS shall be entitled to appoint other Dealer(s) for any Customers without notice or liability to Dealer.

SECTION 3 DEALER OBLIGATIONS.

3.1 Contract Pricing. Dealer shall comply with the approved Products and pricing of the Contract. The Contract Pricing will be maintained for the term of this Agreement, including any extensions.

3.2 Warranty. Contract Pricing includes the standard warranty provided by the manufacturer. Additional extensions of the warranty beyond the standard warranty will be an additional cost to the Customer.

3.3 Ordering Instructions. Dealer agrees to send orders to TDS through a TDS approved method. Dealer is responsible for providing the End User Purchase Order for a contract order to be placed. Dealer is responsible for ensuring that only authorized employees place, change or delete orders and that the orders conform to all requirements of this Agreement.

3.4 Customer Purchase Order Forms. Dealer agrees to provide a copy of the Customer's purchase order when placing an order to TDS through this Contract.

3.5 Audit. TDS shall, at all reasonable times and for three (3) years after termination or expiration of this Agreement, have full access to Dealer's books, records, files and related correspondence relating to Dealer's performance under this Agreement.

3.6 Dealer Services. Dealer must request a one-off approval from TDS to include their services in a contract quote and/or order.

3.7 Contract Terms and Conditions: Dealer agrees to comply with the terms and conditions of the Contract located at https://www.omniapartners.com/suppliers/td-synnex/public-sector/contract-documents#contract-382.

SECTION 4 ORDERS, PAYMENT AND DELIVERY.

4.1 Ordering Information. Dealer shall ensure that Customers are eligible to purchase through the Contract.

4.2 Order Acceptance. All orders shall be subject to TDS 's acceptance, and TDS shall have no liability for any orders it rejects.

4.3 Shipment and Payment. The negotiated price includes delivery to the Customer, FOB Origin standard ground freight within the continental US only. Customers may be charged additional fees if shipment must be expedited, requires special handling or delivery and/or OCONUS delivery.

4.4 Timely Shipment. TDS will use commercially reasonable efforts to meet the Customer's requested delivery date at the location specified by the Customer.

4.5 Timely Processing. Dealer will use its best commercial efforts to process orders and to provide customer service and support in a timely manner.

4.6 Payment. Dealer's standard credit terms will apply to all orders under this Agreement.

SECTION 5 ADDITIONAL DUTIES OF DEALER.

5.1 Best Efforts. Dealer shall use its best efforts to promote and sell the Products to Customers, all consistent with good business ethics and in a manner that will reflect favorably on TDS.

5.2 Compliance. Dealer shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and executive orders. If either party receives any notice or becomes aware of any violation of any applicable law, statute, rule, regulation or ordinance by the Products or the distribution thereof, such party shall promptly notify the other party of such notice or violation.

5.3 Conduct of Dealer. Dealer shall at all times refrain from engaging in any illegal, unfair, or deceptive trade practices or unethical business practices whatsoever. Dealer shall not make any false or misleading representations to Customers or other persons with regard to TDS or the Products. Dealer shall not make any representations with respect to the specifications, features, or capabilities of Products which are not consistent with those described in the manufacturer's publicly-available Product documentation.

5.4 No Contract Modification. Dealer shall not alter, change, or modify in any way, any contract or order under any contract between TDS and any Customer. Dealer will indemnify and hold TDS harmless from any alteration, change, or modification to a contract between TDS and any Customer caused by the actions of Dealer.

5.5 Procurement of Products. Any Products sold to Customer by Dealer under the Contract must be procured through TDS.

5.6 Data Location. All of the data for Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States.

5.7 Reporting - Administrative Fees - Contacts.

5.7.1 Reporting Responsibility. Sales reporting requirements are fulfilled at the time of sale for each transaction. Sales reporting includes the Dealer's Purchase Order issued to TDS and the end-user customer's Purchase Order issued to Dealer. The Purchase Orders must be submitted to your designated TDS salesperson and the following email address OMNIA@tdsynnex.com at the time the order is placed. Sales reporting requirements are material requirements to remain compliant to the Agreement and will be a deliverable for each transaction. If there is a reason to manually report contract sales to the TDS Contract Administration Team, please submit your report online here: https://www.tdsynnex.com/na/us/td-synnex-public-sector/contracts/monthly-contract-reporting/.

5.7.2 Administrative Fees. Dealer is responsible for payment of the Contract fee: 2% or 200 Bps for associated with this Agreement (the "Administrative Fee"). TDS will therefore include the associated fees in each quotation provided to Dealer and billed accordingly to Dealer.

5.7.3 Failure to comply with the provisions in **SECTION 5** will result in immediate termination of Dealer.

SECTION 6 QUALIFICATIONS OF DEALER.

6.1 Good Standing. Dealer's business and credit accounts with TDS must be current and in good standing. Dealer cannot have defaulted on any payments due to TDS and must have a history of prompt and timely payments for all amounts due TDS.

6.2 Dealer Financials. Dealer agrees to provide TDS with updated credit information on request. Dealer understands and agrees that TDS may order a credit report in connection with the Agreement.

SECTION 7 CONFIDENTIALITY.

7.1 Confidentiality Obligations. The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in

no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this **SECTION 7.1.** Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this Section 7.1. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally, or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, for itself or others, that compete with the products, processes, systems or methods contemplated by disclosed Confidential Information.

Each party acknowledges that any material violation of the rights and obligations provided in this **SECTION 7.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **SECTION 13.6**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 8 STAFFING.

8.1 Staffing. Each of the parties agrees not to solicit, hire or engage any employees of the other party that are directly involved in the activities of the other party in connection with this Agreement during the period such employees are employed by the other party and for a period of one hundred eighty (180) days after the date of such employee's termination of employment from the other party. Each party acknowledges that any material violation of the rights and obligations provided in this **SECTION 8.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **SECTION 13.6**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 9 LIMITATION OF LIABILITY.

9.1 EXCEPT FOR A BREACH OF **SECTION 7.1** OR **SECTION 8.1**, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN

CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENTS INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR HEREUNDER.

SECTION 10 INDEMNIFICATION.

10.1 Dealer Indemnification. Dealer will indemnify, defend and hold harmless TDS, its dealers, employees, successors, assigns, parent company and affiliated companies (each individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of Dealer's acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to any of the Indemnified Parties, the Products or this Agreement, regardless of the form of action. Dealer shall pay any damages and costs assessed against the Indemnified Parties in connection with such claim. Any Indemnified Party shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. Dealer shall not enter into any settlement that affects an Indemnified Party's rights or interests without such Indemnified Party's prior written approval.

10.2 TDS Indemnification. TDS will indemnify, defend and hold harmless Dealer from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of TDS wrongful acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to the Products or this Agreement, regardless of the form of action. TDS shall pay any damages and costs assessed against Dealer in connection with such claim. Dealer shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. TDS shall not enter into any settlement that affects Dealer's rights or interests without Dealer's prior written approval.

SECTION 11 INTELLECTUAL PROPERTY.

11.1 Nothing contained in this Agreement shall give Dealer any interest, license or right in any trademark, name, logo, or other trade designation of TDS or any TDS parent or affiliated company. Dealer agrees that it will not at any time during or after this Agreement assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trade name, trademark or logo belonging to or licensed to any TDS parent or affiliated company or the rights therein.

SECTION 12 TERM AND TERMINATION.

12.1 Term. The initial term of this Agreement shall commence on the Effective Date of this Agreement and extend for one (1) year thereafter, with automatic one-year renewals unless terminated according to one or more of the following provisions:

12.1.1 At any time upon the mutual written agreement of both parties;

12.1.2 By either party with or without cause upon thirty (30) days prior written notice of termination to the other party;

12.1.3 By either party, following a material breach of this Agreement by the other party and the breaching party's failure to cure such breach within thirty (30) days of it receiving written notice of such breach;

12.1.4 By TDS, immediately upon written notice, in the event Dealer breaches SECTION 5;

12.1.5 By either party upon the other party seeking an order for relief under the bankruptcy laws of the United States or similar laws of any other jurisdiction, a composition with or assignment for the benefit of creditors, or dissolution or liquidation;

12.1.6 Notwithstanding the foregoing, TDS may in its sole discretion, and without any further liability or obligation of any kind, revoke its appointment of Dealer by providing five (5) business days written notice.

12.2 Effect of Termination. The termination of this Agreement shall in no way affect the obligations of either party regarding orders accepted by TDS prior to the effective date of such termination.

12.3 Return of Confidential Information. Upon termination of this Agreement by either party, each party shall return all originals and copies of Confidential Information or destroy the same with certification of such destruction, provided, however, that the Receiving Party may retain an archival copy of Confidential Information as required by record retention policies or law.

12.4 Survival. Provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

SECTION 13 MISCELLANEOUS.

13.1 Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. The Exhibits attached hereto are considered to be a part of this Agreement. No modification of this Agreement shall be binding, unless in writing and signed by an authorized representative of each party.

13.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party hereto shall in any way sell, transfer, assign, or otherwise dispose of any of the rights, privileges, duties and obligations granted or imposed upon it under this Agreement; *provided, however*, TDS shall have the right to assign its rights, duties and responsibilities under this Agreement to an affiliate of TDS. An affiliate of TDS means any corporation, partnership or other business entity which controls, is controlled by, or is under common control with TDS.

13.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall be severed and shall not affect any other provision hereof. Furthermore, the severed provision shall be replaced by a provision which comes closest to such severed provision, or part thereof, in language and intent, without being invalid, illegal or unenforceable.

13.4 Force Majeure. Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

13.5 Independent Contractor. TDS and Dealer are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

13.6 Disputes. Both parties agree to negotiate in good faith the settlement of any disputes that may arise

under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. In the event that such good faith settlements fail, excluding any and all disputes and controversies arising out of or in connection with **SECTION 7.1** OR **SECTION 8.1**, any and all other disputes and controversies of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this Agreement shall be submitted to binding arbitration, pursuant to the Rules of the American Arbitration Association, before a single arbitrator in Alameda County, California. In the event the parties cannot agree on the arbitrator, then an administrator of the American Arbitration Association shall select an appropriate arbitrator from among arbitrators of the American Arbitration Association with experience in commercial disputes related to technology products. In the event of any litigation arising out of this Agreement or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys' fees and court costs.

13.7 No Waiver. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any later time, nor shall the waiver by a party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

13.8 Jurisprudence. This Agreement shall be governed by and construed in accordance with the laws of California and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.9 Notice. All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.

13.10 Exhibits. Each Exhibit attached hereto is incorporated herein by this reference. The parties may amend any Exhibit from time to time by entering into a separate written agreement, referencing such Exhibit and specifying the amendment thereto, signed by an authorized employee of each of the parties.

END of AGREEMENT

EXHIBIT “C”

QUOTE #012199 V6 (CITY)
QUOTE #012332 V2 (FPPD)

FLAGLER TECHNOLOGIES

12664_City of Fort Pierce O365 CSP and Open Value Omnia

Quote #012199 v6

Prepared For:

City of Fort Pierce
DeVoshay "Shay" Johnson Sr
100 N US 1
Fort Pierce, 34950

P: (772) 467-3000
E: djohnson@cityoffortpierce.com

Prepared by:

Flagler Technologies, LLC
Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 207-1047
E: shana.clark@flagler.io

Date Issued:
09.03.2025
Expires:
10.30.2025

Microsoft Open Value Software - 3 Year Commitment, Pay Annually

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		Omnia Contract #R250307		
		3 Year Commitment, Pay Annually		
16	9GS-00325	MicrosoftCoreInfrastructureSvrSteDCCore SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1	$277.22	$4,435.52
16	9GA-00438	MicrosoftCoreInfraSvrSteStdCore SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1	$61.43	$982.88
160	9EM-00427	MicrosoftWindowsServerSTDCORE SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1	$34.57	$5,531.20
			Subtotal:	**$10,949.60**

City of Fort Pierce (CITY) 365 G5 YEARLY Upfront Price

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
225	NCE Microsoft 365 G5 (GCC) Annual	NCE Microsoft 365 G5 (GCC) Annual	$637.38	$143,410.50
10	NCE Microsoft Teams Rooms Pro (GCC) Annual Commit	NCE Microsoft Teams Rooms Pro (GCC) Annual Commit	$447.28	$4,472.80
			Subtotal:	**$147,883.30**

Quote Summary	Amount
Microsoft Open Value Software - 3 Year Commitment, Pay Annually	$10,949.60
City of Fort Pierce (CITY) 365 G5 YEARLY Upfront Price	$147,883.30
Total:	**$158,832.90**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

*Includes a complimentary allocation of two (2) hours of professional M365 expert consulting each month at no additional cost. Unused hours do not roll over into the next month. Requests must be scheduled with 5 days advance notice to ensure availability. Scope of services are limited to Flagler's professional expertise and service offerings. Requests outside this scope are not covered.

FLAGLER TECHNOLOGIES

12664_City of Fort Pierce O365 G3 Police

Quote #012332 v2

Prepared For:

City of Fort Pierce
DeVoshay "Shay" Johnson Sr
100 N US 1
Fort Pierce, 34950

P: (772) 467-3000
E: djohnson@cityoffortpierce.com

Prepared by:

Flagler Technologies, LLC
Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 207-1047
E: shana.clark@flagler.io

Date Issued:
08.06.2025
Expires:
10.30.2025

City of Fort Pierce Police (POLICE) O365 YEARLY Upfront Price

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		Omnia Contract # R250307		
205	NCE Office 365 G3 (GCC) Annual Commit	NCE Office 365 G3 (GCC) Annual Commit	$257.19	$52,723.95
			Subtotal:	**$52,723.95**

Quote Summary	Amount
City of Fort Pierce Police (POLICE) O365 YEARLY Upfront Price	$52,723.95
Total:	**$52,723.95**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

EXHIBIT "D"
CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

Vendor name: Flagler Technologies

Authorized Representative's Name and Title: Shana Clark, Managing Member

Address: 5295 Town Center Rd Ste 201

City: Boca Raton State: FL Zip Code: 33486

Phone Number: (561) 207-1047 Email Address: Shana.clark@flagler.io

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Shana Clark Managing Member 10/15/25

Authorized Signature | Printed Name and Title | Date

STATE OF Florida
COUNTY OF Palm Beach County

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 15 day of October, 2025 by Shana Clark, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: Casey E. Gates (Seal)

Print Name: Casey Gates

My Commission Expires: 12/3/2028

Notary Public State of Florida
Casey E Gates
My Commission HH 617607
Expires 12/3/2028

FLAGLER TECHNOLOGIES

COFP - Police Department - Microsoft - 15764

Quote #014759 v1

Prepared For:

City of Fort Pierce
DeVoshay "Shay" Johnson Sr
100 N US 1
Fort Pierce, 34950

P: (772) 467-3000
E: djohnson@cityoffortpierce.com

Prepared by:

Flagler Technologies, LLC
Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 207-1047
E: shana.clark@flagler.io

Date Issued:
08.12.2026

Expires:
09.30.2026

Police - Current Subscriptions

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		OMNIA Contract R250307		
205	NCE Office 365 G3 (GCC) Annual Commit	NCE Office 365 G3 (GCC) Annual Commit 10/16/2026-10/15/2027	$254.71	$52,215.55
10	NCE Power BI Pro (GCC) Annual Commit	NCE Power BI Pro (GCC) Annual Commit 3/23/2027-3/22/2028	$121.82	$1,218.20
			Subtotal:	**$53,433.75**

Quote Summary	Amount
Police - Current Subscriptions	$53,433.75
Total:	**$53,433.75**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PURCHASING DIVISION

PIGGYBACK PURCHASE REQUEST FORM

To ensure transparency and compliance Piggyback purchase requests must be approved in advance and accompanied by appropriate written documentation. This form, along with the required supporting materials, satisfies that requirement.
Purchases up to $50,000 may be approved by the City Manager. Any purchase exceeding $50,000 requires Commission approval.
Piggyback contracts are awarded for the full duration of the original agreement and are available for use by all City departments.

Date	8/12/2026
Department/Division	Administrative Services/IT Operations
Requestor	Jamal Mosley
Title	Interim IT Operations Manager
Phone	772-467-3000
Email	jmosley@cityoffortpierce.com

1. Vendor Information

Requested Vendor Name	Flagler Technologies, LLC
Address	5295 Town Center Rd Suite 201 Boca Raton, FL 33486
Point of Contact & Title	Shana Clark
Phone Number	(561) 207-1047
Email	shana.clark@flagler.io

2. Contract Information

Awarding Agency	TD Synnex
Contract Title and number requesting to piggyback	Region 4 Education Service Center (ESC) Contract #R250307
Vendor Name	Flagler Technologies, LLC
Contract Terms	Effective 6/24/2025-6/24/2028
Copy of the Contract and awarding agency documentation is attached	☑ **Yes** ☐ **No**

3. Product/Service being requested (be specific):

5 - NCE Office 365 G3 (GCC) Annual Commit 10/16/2026 10/15/2027 $254.71 = $52,215.55

10 - NCE Power BI Pro (GCC) Annual Commit NCE 3/23/2027-3/22/2028 $121.82 = $1,218.20

Total: $53,433.75

4. Detailed description of the product/service's function and purposes:

FPPD Microsoft Office 365 and Power BI renewal for FY27.

5. Total cost of the requested product/service: $ 53,433.75

6. Total estimated annual (fiscal year) cost of requested product/service: $ 53,433.75

Account number: 3002

7. Is this product/service covered by a warranty? ☐ Yes ☑ No

If yes, please attach a copy of the warranty details.

8. Will grant funds be used to pay for the requested product/service? ☐ Yes ☑ No

If yes, please explain:

Note: by signing and returning this form you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contracts(s) and recommend its/ their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.

Requestor Signature _____ Date 08/12/2026

Department Head Signature _____ Date 8/17/26

The Purchasing Division has reviewed the request and has completed the required due diligence per the Purchasing Ordinances, Section 2-439(a)(5).

The Purchasing Division recommends the following as a piggyback:

PROCUREMENT APPROVAL

Purchasing Agent/Specialist

Name _____ Signature _____ Date _____

Purchasing Manager

Name Gelencia Carter Signature Gelencia Carter Date 9-16-26

City Commission Regular Meeting - 5:05 PM **11. D.**

Meeting Date: 10/05/2026

Re: Approval of City of Fort Pierce FY 2027 Microsoft 365 Renewal and Core Server Licenses under Region 4 ESC Contract No. R250307

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

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SUBJECT:

Approval of the expenditure for City of Fort Pierce FY 2027 (2nd out of 3rd year) Microsoft 365 Renewal and Core Server Licenses under Region 4 ESC Contract No. R250307, in an amount not to exceed $159,940.40.

SUMMARY:

The City Commission previously approved the use of Region 4 Education Service Center (ESC) Contract No. R250307 through a piggyback agreement at its November 3, 2025 meeting. The Region 4 ESC contract provides for a term of **October 1, 2025 through September 30, 2028, with two additional two-year renewal periods**.

The City utilizes Microsoft 365 to support essential business functions, including productivity, communication, collaboration, and document management. The proposed renewal will provide continued access to the City's existing Microsoft 365 licenses for Fiscal Year 2027, as well as Core Server licenses to support data analysis, reporting, and business intelligence needs.
The FY 2027 renewal will be obtained in accordance with the terms, conditions, and pricing established under Region 4 ESC Contract No. R250307. The requested renewal is within the current term of the approved cooperative contract and does not constitute a new piggyback procurement.

RECOMMENDATION:

Approve the FY 2027 renewal of Microsoft 365 licenses and the purchase of server licenses for the City of Fort Pierce under Region 4 ESC Contract No. R250307, in an amount not to exceed **$159,940.40.**

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Jamal Mosley - Interim IT Operations Manager

COORDINATED WITH:

DeVoshay Johnson - Deputy City Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2026-2027
Account: VARIOUS
Amount: $159,940.40
FISCAL IMPACT:

Server licenses (Year 2 of 3-year commitment)

- **16** - 9GS-00325 MicrosoftCoreInfrastructureSvrSteDCCore SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1 @ **$277.22 = $4,435.52 (2502)**
- **16** - 9GA-00438 MicrosoftCoreInfraSvrSteStdCore SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1 @ **$61.43 = $982.88 (2502)**
- **160** - 9EM-00427 MicrosoftWindowsServerSTDCORE SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1 **@$34.57 = $5,531.20**
- BREAK DOWN
- **4100** - **16** 9EM-00427 licenses @ **$34.57 each = $553.12**
- **4200** - **8** 9EM-00427 licenses @ **$34.57 each = $276.56**
- **4500 - 16** 9EM-00427 licenses @ **$34.57 each = $553.12**
- **4600 - 16** 9EM-00427 licenses @ **$34.57 each = $553.12**
- **4700 - 8** 9EM-00427 licenses @ $**34.57 each = $276.56**
- **2502 - 8** 9EM-00427 licenses @ $**34.57 each =** $3318.72

Enterprise Total (servers) = $2212.48
******Microsoft's minimum requirement is to have 16 cores licensed per server. 1 server license covers 2 cores = 8 licenses required per server.***

Various Departments M365 Licenses

- **225** - NCE Microsoft 365 G5 (GCC) Annual NCE Microsoft 365 G5 (GCC) Annual @$637.38 = $143,410.50.
- **10** - NCE Microsoft Teams Rooms Pro (GCC) Annual Commit NCE Microsoft Teams Rooms Pro (GCC) Annual Commit @ **$447.28 = $4,472.80 (2502)**
- **10 -** NCE Project Plan 1 (GCC) Annual Commit NCE Project Plan 1 (GCC) Annual Commit 10/16/2026-10/15/2027@ **$110.75 = $1,107.50 (2502)**

Total = $148,990.80
Breakdown as follows:

- 2502 - 149 = $105011.58
- 2902 - 30 = $17,846.64
- 4100 - 15 = $8923.32
- 4200 - 12 = $7648.56
- 4500 - 2 = $1274.76
- 4600 - 1 = $637.38
- 9000 - 5 = $3,186.90
- 4700 - 7 = $4461.66

All under Region 4 Education Service Center (ESC) Contract # R250307 for Cyber Security Solutions and Services with TD SYNNEX Corporation

Attachments

COFP Agreement with the Region 4 executed agreement
Flagler's Quote
Piggyback Agreement

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Flagler Technologies, LLC.** (thereafter referred to as "Flagler"), under the terms and conditions hereinafter provided (referred to collectively hereinafter as the "Parties"). The City and Flagler agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.

2. The Parties agree that TD **Synnex Corporation, headquartered in Fremont, CA and Clearwater, FL, was awarded a** contract being identified as**: Region 4 Education Service Center Contract #R250307 through OMNIA Partners,** effective **October 1, 2025 and will expire on September 30, 2028 with an additional two (2) year renewals thereafter.**

3. The Parties agree that Flagler entered in a Participating Dealer Agreement to be an authorized dealer of TD **Synnex Corporation** under **Region 4 Education Service Center Contract #R250307 with an** effective date of September 12, 2025, for a one (1) year Initial Term and automatic one-year renewals thereafter. **The Omnia Contract #R250307** is incorporated herein by reference and is attached as **Exhibit "A"** to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Flagler.

4. **The Participating Dealer Agreement** is incorporated herein by reference and is attached as **Exhibit "B"** to this contract. The terms and conditions of **Exhibit "B"** shall be fully binding upon the City and Flagler.

5. Notwithstanding the requirement that **Region 4 Education Service Center Contract #R250307 and the Participating Dealer Agreement are** fully binding on the parties, the parties have agreed to modify certain technical provisions of the **Region 4 Education Service Center Contract #R250307** as applied to this contract between Flagler and the City of Fort Pierce, as follows:

   a) Time Period ("Term") of agreement**: 3 Year**
   b) Insurance Requirements: **No Change**
   c) Contract Price: **Amount not to exceed $211,556.85 per Exhibit "C"**
   d) Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in **Exhibit "A" and Exhibit "B",** Flagler agrees to send notices, invoices and will conduct all business with:

      City of Fort Pierce, Florida
      Attention: IT Operations
      100 N. U.S. Hwy 1, Fort Pierce, FL 34950
      Telephone: (772) 467-3000

Email: ASAP@cityoffortpierce.com

A copy of all notices shall be sent to:
City of Fort Pierce, FL
Attention: City Attorney
100 N. U.S. Hwy 1, Fort Pierce, FL 34950

e) The City's Project Manager and associated contact information is listed below: Name: Jamal Mosley
Title: Interim IT Operations Manager
Address: 100 N. U.S. Hwy 1, Fort Pierce, FL 34950 Telephone: 772-467-3000
Email: jmosley@cityoffortpierce.com

6. Notwithstanding any other provision the **Region 4 Education Service Center Contract #R250307 or the Participating Dealer Agreement** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be in St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of the State of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

7. Notwithstanding any other provision in the **Region 4 Education Service Center Contract #R250307 or the Participating Dealer Agreement** to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

8. The Parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to Region 4 Education Service Center or OMNIA Partners, Public Sector, Inc. and as user or buyer of the TD Synnex/FLAGLER'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in **"Exhibit A"** and **"Exhibit B"** of this Agreement. The Parties' Agreement shall consist of these terms and conditions, **"Exhibit A"**, and **"Exhibit B"** (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then **"Exhibit A"**, then **"Exhibit B"**.

9. At all times, Flagler shall comply with Florida's public records laws. Flagler shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, 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 this chapter or as otherwise provided by law; (3) 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 FLAGLER does not transfer the records

to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the FLAGLER or keep and maintain public records required by the public agency to perform the service. If the FLAGLER transfers all public records to the public agency upon completion of the contract, the FLAGLER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FLAGLER keeps and maintains public records upon completion of the contract, the FLAGLER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF FLAGLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FLAGLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

10. E-Verify: All requirements of Section 448.095, Florida Statutes, shall be complied with by Flagler. In accordance with, Section 448.095, Florida Statutes, Flagler shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Flagler enters into a contract with a subcontractor performing work or providing services on its behalf, Flagler shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Flagler shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Flagler, Flagler may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Flagler is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

11. Nothing contained in **Exhibit "A", Exhibit "B"** or in this Piggyback Contract is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

12. Notwithstanding any other provision in **Exhibit "A" or Exhibit "B"** to the contrary, the Original Government Contract and this Piggyback Agreement may only be amended through written amendment agreed to by both parties hereto.

13. Notwithstanding any other provision in **Exhibit "A"** or **Exhibit "B"** to the contrary, the City shall not indemnify, defend, or hold harmless Flagler or any other entity.

14. If there are any terms in **Exhibit "A"** or **Exhibit "B"** that conflict with the City's obligations under public records laws, Florida law, federal law, regulations, City Code, or any other legal requirements, such laws, regulations, Code, or requirements shall be followed and binding over the terms of the Original Government Contract.

15. All other provisions in the original government contract (**Exhibit "A"**) and the Participating Dealer Agreement (**Exhibit "B"**) are fully binding on the parties and will represent the agreement between the City of Fort Pierce and Flagler.

16. **Exhibit "D"** to this contract, an affidavit stating that Vendor does not use coercion for labor or services, must be signed by an officer or representative of Vendor upon entering the Agreement, in accordance with Florida Statute Section 787.06(14).

Entered this 3rd day of November, 2025.

FLAGLER TECHNOLOGIES, LLC:

By: Shana Clark *Shana Clark*

Title: Managing Member

Date: 11/3/2025

Attested by: *Casey Gates*

Name: Casey Gates

CITY OF FORT PIERCE:

By: *Linda Hudson*

Title: Mayor

Date: 11/3/2025

Attest: *Linda W. Cox*

Linda Cox, City Clerk

Approved as to Form and Correctness:

Sara Hedges, City Attorney

Exhibit A – Region 4 Education Service Center Contract #R250307
Exhibit B – Participating Dealer Agreement
Exhibit C – Quote #012199 V6 (CITY) / Quote #012332 v2 (FPPD)
Exhibit D – Affidavit of Coercion

EXHIBIT “A”

Region 4 Education Service Center Contract #R250307

Region 4 Education Service Center (ESC)

Contract # R250307

for

Cyber Security Solutions and Services

with

TD SYNNEX Corporation

Effective: October 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and TD SYNNEX Corporation, effective October 1, 2025:

I. Vendor Contract and Signature Form
II. Executed Offer and Signature Form
III. Supplier’s Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of June 24, 2025 by and between TD SYNNEX Corporation. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Cyber Security Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of **three (3) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract,
   ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
   iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
   iv. RFP and any Addenda,
   v. Region 4's Electronic Bid Certifications,
   vi. Offeror's Best and Final Offer, as accepted by Region 4, and
   vii. Offeror's proposal, as accepted by Region 4.

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “NON-PERFORMANCE /TERMINATION OF CONTRACT”.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “FORCE MAJEURE”.

e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “LICENSES AND PERMITS; PERFORMANCE”.

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “SURVIVAL”.

14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.

30) INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

REGION 4 EDUCATION SERVICE CENTER
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

GENERAL TERMS AND CONDITIONS

1 PROPOSAL PREPARATION

.1 **Contract for Purchase**

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 **Waiver of Preparation Costs and Claims**

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 **Confidentiality**

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term “CONFIDENTIAL” on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 **Preparation Guidance**

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR’s own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s’ attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

3 GENERAL TERMINOLOGY

Throughout this document, the terms “Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review https://region4esc.ionwave.net to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC’s Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

.1 REGION 4 ESC shall be designated as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy.

.2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.

.3 All of VENDOR'S insurance coverage shall be primary and non-contributory.

.4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.

.5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.

.6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.

.7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.

.8 Casualty Insurance and Securities-Minimum Requirements:

a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.

b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - $1,000,000; Aggregate - $2,000,000

c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:

d. Bodily Injury and Property Damage Combined Single Limit: $1,000,000

e. Umbrella Liability Insurance (Excess): $1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

12 PROPOSAL EVALUATIONS AND AWARDS

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,[1] REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
    - has its principal place of business in this state; or
    - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

[1] As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

15 TAX

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

16 WITHDRAWALS OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR’s representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR’S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

18 CONTRACTS AND PURCHASE ORDERS

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

19 NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement , the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled “Funding Out Clause.”
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

20 FORCE MAJEURE

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

.1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.

.2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.

.3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

.4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.

.5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.

.6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

.7 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

.8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

.9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.

.10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.

.11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.

.12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.

.13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.

.14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.

.15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.

.16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.

.17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor’s email address provided in the Vendor’s response to the RFP or at such other email address provided by Vendor.

24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

26 DISPUTES/VENUE/ATTORNEYS' FEES

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

27 WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

28 INTERPRETATION – PAROLE EVIDENCE

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

29 RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30 FUNDING OUT CLAUSE (NON-APPROPRIATION)

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

31 RELATIONSHIP OF PARTIES

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

32 INTELLECTUAL PROPERTY

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

33 RIGHT TO AUDIT

REGION 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. REGION 4 ESC shall have the authority to conduct random audits of VENDOR'S pricing that is offered at REGION 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that REGION 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement; REGION 4 ESC shall have the ability to conduct an extensive audit of VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by REGION 4 ESC.

34 PROPOSAL ACCEPTANCE

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

35 PAYMENT

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

36 LAWS AND REGULATIONS

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

37 LAW AND WAGE RATES

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

38 DAMAGES

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

39 VENDOR ASSURANCE

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

40 VENDOR EXPERIENCE

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

41 PROPRIETARY INFORMATION OR TRADE SECRETS

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

42 SURVIVAL

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR and REGION 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

43 SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

44 EDUCATIONAL RECORDS

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

45 CENTER'S CONFIDENTIAL INFORMATION

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

46 INVOICING AND PAYMENT

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

.1 One invoice shall be submitted per CENTER Purchase Order.

.2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

.3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
.4 Invoice shall reference the CENTER Purchase Order Number.
.5 Invoice shall be in duplicate.
.6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
.7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
.8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
.9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE

.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**

.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

.3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.

.4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.

.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

.6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

48 QUALITY, WARRANTY, AND SUBSTITUTIONS

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

.1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;

.2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;

.3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;

.4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;

.5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;

.6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;

.7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and

.8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.

.9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

49 LICENSES AND PERMITS; PERFORMANCE

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

50 SUPPORT

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

51 NO WAIVER OF BREACH

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

52 NO WAIVER OF IMMUNITY

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

53 PRODUCT RECALLS

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

54 TEXAS HAZARD COMMUNICATION ACT

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

55 HAZARDOUS MATERIALS

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

56 TEXAS PUBLIC INFORMATION ACT

.1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.

.2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.

.3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."

.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.

.5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

.6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.

.7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

57 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

58 NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

59 NON-EXCLUSIVITY

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

60 INTELLECTUAL PROPERTY

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

61 INDEBTEDNESS

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

62 FEDERAL GRANT REQUIREMENTS

.1 All contracts under federal awards must meet federal, state and local requirements.

.2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.

.3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).

.4 All services shall be completed during the effective dates of the Agreement.

.5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.

.6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.

.7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.

.8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.

.9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.

.10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).

.11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

.12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 (“EDGAR”), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC’s Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women’s business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name	TD SYNNEX Corporation
Address	5350 Tech Data Drive
City/State/Zip	Clearwater, FL 33760
Telephone No.	510-407058
Email Address	Randy.Finley@tdsynnex.com
Printed Name	Randy Finley
Title	Sr. Director, Business Development
Authorized signature	Signed by: Randy Finley 4349F10A8D89442...

Accepted by Region 4 ESC:

Contract No. R250307

Initial Contract Term 10/1/2025 to 9/30/2028

Linda Tinnerman
Region 4 ESC Authorized Board Member

6/24/2025
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

6/24/2025
Date

Victor E. White
Print Name

25-03 Addendum 2
TD SYNNEX Corporation
Supplier Response

Event Information

Number: 25-03 Addendum 2
Title: CYBER SECURITY SOLUTIONS
Type: Request for Proposal - Region 4 ESC
Issue Date: 3/5/2025
Deadline: 4/24/2025 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Wednesday, March 26, 2025, at 10:00 am
via ZOOM at https://esc4.zoom.us/j/92570375617?from=addon

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement Contract Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

TD SYNNEX Corporation Information

Contact: Janie Frandsen
Address: 39 Pelham Ridge Drive,
Greenville, SC., SC 29615
Phone: (864) 349-4390
Email: janie.frandsen@tdsynnex.com
Web Address: TDSYNNEX.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Janie Frandsen
Signature

Janie.frandsen@tdsynnex.com
Email

Submitted at 4/23/2025 08:53:15 AM (CT)

Supplier Note

The TD SYNNEX team recognizes the value your program brings to customers procuring through the Omnia Partners contract. We will continue to leverage our network of order fulfillment partners to grow this program with incremental revenue from other contract vehicles. We look forward to continuing our long-term partnership with the Region 4 ESC and Omnia Partners. We will be pleased to answer any questions you may have as you review and consider the merits of our response.

Requested Attachments

Offer and Contract Signature Form

Offer_and_Contract_Signature_Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Deviation Form

32725 Deviation Form FINAL.pdf

Please complete the Deviation Form, located on the Attachments tab, and upload the completed document here.

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Products and Pricing

Palo Alto and TD SYNNEX Products and Services Pricing.xlsx

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Added Services

ServiceSolv Brochures.zip

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA_Partners Exhibit_F_Federal_Funds_Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA_Partners_-_rk_ISSUES_Exhibit_G_New_Jersey_Business_Compliance_FE.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

W-9 Upload

W9 2025 TD SYNNEX CORPORATION.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Addendum No. 1

Region 4 Addendums 1 and 2.docx

Please complete Addendum No. 1 then upload signed document.

Response Attachments

TD SYNNEX Public Sector Business Development Team Coverage Map 20250311.pdf

Public Sector Contract Specialist contacts and coverage map.

TD Synnex-2023-corporate-citizenship-report.pdf

This report details TD SYNNEX's progress in sustainability and data collected during fiscal year 2023, the period between December 1, 2022, and November 30, 2023, unless otherwise noted. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports and corporate website.

D&B_TD SYNNEX CORPORATION_03.27.2025.pdf

TD SYNNEX is in good financial standing as referenced in the D&B Financial Analysis Report.

TD SYNNEX Public Sector Diversity Alliance Program - For Resellers.pdf

TD SYNNEX Diversity Alliance Program guide to allow a broad ecosystem of small and diverse resellers to leverage socioeconomic status to win business.

3 ServiceSolv-Company-Line-Card.pdf

Line Card and product descriptions for the Value Added Services offered by Td SYNNEX.

Palo Alto Networks Company Overview.pdf

Company Overview for Palo Alto, who is the TD SYNNEX bidding partner.

Palo Alto Letter for Omnia Cyber RFP _Synnex.pdf

This is to certify that TD SYNNEX is an authorized distributor of the products manufactured by Palo Alto Networks to all Omnia eligible customers.

2908931-25 TD SNX Monthly Line Card PDF Updates - Jan.pdf

TD SYNNEX Vendor Line Card

TD SYNNEX Marketing Plan.pdf

TD SYNNEX Public Sector Detailed Marketing Plan

TD SYNNEX response - Awards.docx

TD SYNNEX has received many prestigious Awards from OEM's conducting business with our company. This supports our reputation and standing in the industry as we conduct business with over 2,500 OEM's.

TD Synnex Corporation-NJ-Cert Copy of Application Certi.pdf

This Certification is referenced in Exhibit "G" as Document #8 as a mandatory requirement.

ISO-9001-5100 Liberty Way, Alliance Gateway Park, Fort Worth, TX, 76177-4008.pdf

ISO 9001-5100 Listing for TD SYNNEX Warehouses.

13 25-03 Cyber Security Solutions Addendum 1.pdf

Signed Proposal Addendum to extend due date to April 24, 2025

OMNIA Partners - Exhibit A Response for National Cooperative Contract FINAL.pdf

Extended descriptions of the responses in Exhibit A, 3.0 "Supplier Response" beginning on page 15 of the proposal, plus additional information supporting responses found in the portal.

Bid Attributes

1 CONTRACT DURATION

The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

☑ I certify compliance with this attribute.

2 NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL

Janie Frandsen

3 HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME

44

4 WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?

10800

5 WHAT ARE YOUR BUSINESS HOURS?

8:00 AM to 6:00 PM

6 IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

YES

7	**WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?** Provide your answer in number of DAYS after receipt of order (ARO). 45
8	**ACCOUNT MANAGER NAME** Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal. Evans Coleman
9	**ACCOUNT MANAGER EMAIL** evans.coleman@tdsynnex.com
10	**ACCOUNT MANAGER PHONE** (864) 305-7446
11	**PAYMENT REMITTANCE ADDRESS** Payments are sent directly to the Partners/Resellers
12	**PAYMENT REMITTANCE PHONE**
13	**CONTRACT/PURCHASE ORDER/QUOTE EMAIL** Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com. *No response*
14	**CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE** If applicable, please provide a fax number to send orders and quote requests.
15	**REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE** Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing. Contract number to receive a quote from the partner/reseller will be assigned upon award. The current contract to receive quotes is #R200803.
16	**COMPANY WEBSITE ADDRESS, IF APPLICABLE** https://www.tdsynnex.com/na/us/td-synnex-public-sector/contracts/
17	**HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?** In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal. We currently are awarded the OMNIA PARTNERS #R200803

18 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Westwind Computers Lupe Montoya-VP Sales 5655 Jefferson St NE Suite B, Albuquerque, NM 87109 Main number: (505) 345-4720

19 **REFERENCE 1 EMAIL**

lupe@wwpcinc.com

20 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Crystal Palmer Technical Support Manager 540-245-5058 18 Government Center Lane Verona, VA 24482 United States

21 **REFERENCE 2 EMAIL**

cpalmer@co.augusta.va.us

22 **REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Troy Cole County of Montgomery, VA Information Technology Director (540) 394-2120 ext. 54098 755 Roanoke Street Suite 2B Christiansburg, VA 24073

23 **REFERENCE 3 EMAIL**

coleta@montgomerycountyva.gov

24 **THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

South Carolina

25 **RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No response

26 **PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☑ I understand.

27 **PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☑ I understand.

28 **ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☑ I understand.

29 **Provide equipment manufacturer, equipment types and discounts off published list price.**

TD SYNNEX Corporation is a Fortune 100 broad-line computer products distributor with 11 warehouses and offices located nationwide. Our corporate line card has over 2,500 Original Equipment Manufacturers (OEM) listed in which we are their authorized distributor, providing distribution, logistics and marketing services in support of their respective product lines. Our OEM's rely on us to stock and support their 200,000+ products and solutions, but also to drive demand with Value Added Resellers (VARs) and Solution Providers, who in turn resell to end-user customers, both commercially and Public Sector based. We play a vital role at the center of the IT business partner's ecosystem by supporting our vendors – including well-known names in business to new and emerging companies, to help them bring their innovations to market and accelerate technology adoption. As an IT distributor, we make the connection between manufacturers and the reseller, providing a host of products and service.

30 **Define any freight charges.**

Region 4 ESC participating partners will receive free UPS and/or FedEx ground shipping for products that ship directly from a TD SYNNEX distribution center. This policy excludes expedited shipping costs (overnight, 2 day, etc.) and items over 150 pounds, OCONUS shipments, LTL shipments and/or items that require white glove services, liftgate services, and items such as heavyweight printers, wide format printers, large displays and televisions, batteries, paper, furniture/shelving, and other heavy/bulky items that require special delivery. Alternative carriers will used for OCONUS (Outside the continental United States) shipments, to include Alaska, Hawaii, Canada, or any offshore delivery. Shipping cost will vary by order.

31 **Describe how Offeror responds to emergency orders.**

To the extent the orders are Defense Priority Allocation System, those will be handled in accordance with the Defense Priorities and Allocations System.

32 **What is Offeror's average Fill Rate?**

Currently, the TD SYNNEX inventory fill rate is ~80%. TD SYNNEX has recently incorporated a new automated tool which has increased our fill-rate by 65% from the closest warehouses. This has improved Service Level Agreements and returned higher customer satisfaction.

33 **What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

TD SYNNEX Logistics follows the "Five Rights": the right product, in the right condition, with the right quantity, delivered at the right time with the right documentation: On-time delivery is 98.5% depending on weather related issues. Warehouse order accuracy is 99.6% for same-day ship

34 **Describe Offeror's return and restocking policy.**

TD SYNNEX has defined our return and restocking policy based on Return Types. They include 1) DOA/Defective Credit 2) Advance Swap 3) Damaged Shipments 4) Kit Returns 5) Stock Balance 6) TD SYNNEX Errors 7) Manufacturer Exception Returns 8) Return Refusal and Discrepancy Policy. Details are found in Exhibit A.

35 **Describe Offeror's ability to meet service and warranty needs.**

Services and warranties are offered both through OEMs and through the TD SYNNEX ServiceSolv ecosystem of authorized service providers. This allows OMNIA Partner members to determine the best provider for their service and warranty needs. There is a ServiceSolv Brochure added under the "Response Attachment" tab "Other Attachments".

36 **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Customer Care offers post-sales product support including returns and RMA processing. Telephone: 800-237-8931 option 3 Email: CSHelp@tdsynnex.com; Core hours are 8AM to 5 PM EST with limited converge to 8PM EST. eRMA through EcExpress is available 24/7.

37 **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

TD SYNNEX and its authorized resellers will adhere to a standard of net 30 for purchases made under this contract. Authorized Resellers will handle all invoicing for OMNIA Partners member agency orders. Resellers will not invoice their agency customers until after the product has been shipped. TD SYNNEX accepts procurement cards and there is no additional cost to OMNIA Partner member agencies for using this process. Authorized resellers will also be required to process p-card orders at no additional cost. TD SYNNEX is also pleased to work with partners and end user customers to offer a customized or specific leasing or financing program that works best for them.

38 **Describe Offeror's contract implementation/customer transition plan.**

TD SYNNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNNEX will require the reseller/partners to execute a new agreement stating the updated contract number.

39 **Describe the financial condition of Offeror.**

TD SYNNEX is in good financial standing. Reference the D&B Financial Analysis in "Response Attachments" Tab, "Other Attachments".

40 **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website’s capabilities and functionality.**

TD SYNNEX has a Customer Care Website to address Product Return Guidelines: https://www.tdsynnex.com/na/us/td-synnex-customer-care/. For quoting, ordering and reporting, there is a website specifically assigned to OMNIA Partners: OMNIA Partners@tdsynnex.com

41 **Describe the Offeror’s safety record.**

TD SYNNEX Total Case Incident rate (TCIR) in 2024 was 0.8909, our Lost Time Injury rates (LTI) frequency was 2.088 and LTI Severity was 0.095.

42 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

TD SYNNEX has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNNEX and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors. Headquartered in Fremont, CA and Clearwater, FL, TD SYNNEX is an industry leader in IT distribution with global operations.

43 **Describe Offeror's reputation in the marketplace.**

The expertise of SYNNEX has been recognized worldwide, with a range of accolades and awards. Our vendors, resellers and clients are proud to call us partners as we continue to support their business strategies with best-in-class technology and business solutions.TD SYNNEX is #76 in the Fortune 500 Business Ratings: Some awards include: Corporate Citizenship Recognition including: 2025, 2024, 2023 & 2022 Fortune World's Most Admired Company; 2025, 2024, 2023 & 2022 Great Place to Work® Certified; 2023 CRN Women & Diversity in Channel Award; 2024 & 2023 CRN Inclusive Channel Leaders; Received a score of 100 on the Human Rights Campaign Foundation's; 2023-2024 Corporate Equality Index. Please refer to the Response Attachments tab "Other Attachments" to view the "Awards" document.

44 **Describe Offeror's reputation of products and services in the marketplace.**

TD SYNNEX Corporation is a Fortune 100 broad-line computer products distributor with an exceptional reputation delivering products and services globally. With over 2,500 Original Equipment Manufacturers (OEM) listed on our line card,

45 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

As a distributor, TD SYNNEX will onboard our partners/resellers to the OMNIA contract and update the affiliate list on a monthly basis. All Authorized Reseller participation will be in accordance with the Terms and Conditions set forth in the OMNIA Master Agreement. TD SYNNEX currently has over 500 "affiliates" utilizing the OMNIA Partners contract we currently hold and we verify compliance of our affiliates based on performance to the contract.

46 **Describe the experience and qualifications of key employees.**

At TD SYNNEX, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts. We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery.

47 **Describe Offeror's experience working with the government sector.**

For over 30 years, TD SYNNEX Public Sector has focused solely on the public sector. We provide your business with access to in-house subject matter experts aligned with specific technology domains to use our market intelligence to drive informed sales and marketing strategies. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

48 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

None

49 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

TD SYNNEX holds licenses State, Federal regulatory requirements within all 50 states.

50 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

51	**Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.** TD SYNNEX is providing out entire line card of OEM's and their services. There are over 2,500 OEM's listed for access to all OMNIA Partner agencies to procure product and services from. We have uploaded our ServiceSolv line card under Response Attachments, and our OEM/Vendor line cards under the "Response Attachments" tab "Other Attachments".
52	**Include a per diem rate.** Contracts are Firm Fixed Price with No Per Diem offered.
53	**For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.** There are no additional charges or a minimum charge of hours for outside of regular working hours.
54	**Is pricing available for all products and services?** Yes. Pricing and discounts are included in the response under the files uploaded "Products and Pricing". There is also a pricing and discount matrix assed to the "Response Attachments" tab under "Other Attachments" that outlines the TD SYNNEX OEM's and their pricing discounts.
55	**Describe any shipping charges (where applicable).** Shipping charges are included in the price of the products unless there are additional circumstances involved such as overnight deliveries.
56	**Provide pricing for warranties on all products and services.** Warranties are included standard warranties applied from OEM's
57	**Describe any return or restocking fees.** As the distributor of manufacturer branded products, TD SYNNEX must adhere to the manufacturer's return policies. These policies include adhering to final dates of return or restocking fees for returns. At a minimum, TD SYNNEX agrees to a 30 day return policy for unopened product. Not all product lines are eligible for this return policy. Check with your TD SYNNEX salesperson to verify specific eligibility.
58	**Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.** TD SYNNEX can offer special discounts and incentives on a case-by-case basis.
59	**Describe how customers verify they are receiving Contract pricing.** TD SYNNEX has a defined quoting process for our authorized partner/resellers. These fees are based off the OMNIA contract catalog prices with the discounts included and will be quoted by a dedicated OMNIA contract quoting group.
60	**Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category** discounts should not change over the term of the Contract. TD SYNNEX does not expect the pricing structure to change, however as we receive new price files from the OEM's, the prices are updated in our database and reflected in the catalog quotes.
61	**Describe how future product introductions will be priced and align with Contract pricing proposed.** All discounts provided within this response will be valid for the contract duration. New products will be added at discounted rate per category as found in the "Response Attachments" tab, "Products and Pricing"

62 **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

TD SYNNEX has a strong Diversity Alliance Program which includes partners in support of government agencies. Please find the Program Details in the "Response Attachments Tab", under "Other Attachments"

63 **Minority Women Business Enterprise Certification**

If yes, list certifying agency.

N/A

64 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

N/A

65 **Historically Underutilized Business (HUB) Certification**

If yes, list certifying agency.

N/A

66 **Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

N/A

67 **Other recognized diversity certificate holder**

If yes, list certifying agency

N/A

68 **Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.**

Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

TD SYNNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNNEX will require the reseller/partners to execute a new agreement stating the updated contract number. TD SYNNEX currently holds these cooperative agreements: • Equalis Group Technology Solutions R10-1173F; NCPA 01-170 Advanced Technology Solutions Aggregator; OMNIA Partners Cyber Security Solutions #R200803; PEPPM 2024 – Wholesaler Technology Catalog; Sourcewell 020624-SYN TD SYNNEX will continue to promote the value of the OMNIA Partners contract, the number of supported agencies and resellers currently using the contract today.

69 **Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

70 **Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes
☐ No

71 **Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes
☐ No

72 **Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Randy Finley-Sr. Director Public Sector randy.finley@tdsynnex.com- • (800) 2378931 x4001887; Marketing: Melissa Tomberg, Sr. Marketing Program Manager, Melissa.Tomberg@tdsynnex.com, (800) 2378931 x4102582: Sales, Sales Support and Financial Reporting: OMNIA@TDSYNNEX.com; Financial Reporting: contracts@TDSYNNEX.com; Contracts: ContractsAdmin@tdsynnex.com;

73 **Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

The Public Sector organization consists of approximately 800 co-workers. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

74 **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

TD SYNNEX has dedicated Business Development Contract Specialists supporting OMNIA as the main contacts for the Sales Teams across the U.S. As these contacts are geographically assigned, similar to the OMNIA Partners contract we currently support, our experts work in conjunction with OMNIA personnel to assist in closing opportunities. Please refer to the Public Sector Coverage Map under "Response Attachment" "Other Attachments" to see the coverage.

75 **Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare. As we include the full TD SYNNEX line card across all 50 states, the contract encompasses cross industry selling and support. Ongoing Contract Program Management Activities include, but are not limited to: • Training/webinars - initial and ongoing • Product Refresh - marketing and communication • Business Development-slip/gain report for both reseller and manufacturer • Business Development-monthly sales report to Manufacturer with email updates; • Quarterly Business Review for reseller (or as needed); • Quarterly Business Review for manufacturers • Identification of potential seasonal pricing (hot list) for the OMNIA Partners community • Quarterly Business Review webinar for reseller community • Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our Public Sector SLED events • Maintenance of authorized reseller database with contact information • Contract reporting and Administrative fee payment to OMNIA Partners • Pricing updates as well as new product identification and submission. TD SYNNEX has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the TD SYNNEX purchasing system. Any issues are noted and resolved to ensure 100% compliance. the reporting period. TD SYNNEX compares reseller/partner sales to our POS data to ensure accuracy. References of our contract support are available upon request.

76 **State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

TD SYNNEX is a Distributor supporting 500+ current partners/resellers under the OMNIA Partners contract. These contacts will be provided the opportunity to transfer to the new contract to continue conducting business through the OMNIA Partners contract. TD SYNNEX has enjoyed a very strong relationship with OMNIA Partners current contract and look forward to conducting business under the new contract. The Top 10 partners/resellers that have sold through the OMNIA contract are: Reseller Agency Totals UPSTATE WHOLESALE SUPPLY INC, DBA BRITE $ 5,097,023.00 BLUEALLY TECHNOLOGY SOLUTIONS, LLC $ 2,537,441.43 COMPULINK TECHNOLOGIES INC. $ 2,478,988.24 COMPUTERS AT WORK INC $ 2,171,420.61 RAJ SOMAS (NYC FISA) $ 1,591,475.10 SENTINEL TECHNOLOGIES $ 1,143,204.86 CS BUSINESS SYSTEMS $ 1,052,039.10 FLAGLER TECHNOLOGIES LLC $ 1,027,837.60 COMPUTACENTER UNITED STATES INC. $ 993,348.56 TRACE3, LLC $ 975,332.54

77 **Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[redacted]

78 **Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[redacted]

79	**Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement** To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. [redacted]
80	**Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.** ☑ Yes
81	**Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.** ☑ Yes
82	**Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.** ☑ Yes
83	**Products/Pricing - Upload on Response Attachments Tab** i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. · Complete the applicable Pricing information o Provide equipment manufacturer, equipment types and discount off published list price. o Define any freight charges. o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response. o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D. Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

84	**Not to Exceed Pricing** Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

85	**Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.** TD SYNNEX has 11 Distribution Facilities and Warehouses across the U.S. The total square footage is 4,758,605.

86	**Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,** to include, but not limited to: i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days Executive Leadership will promote the award of the OMNIA Partners contract during OEM and partner calls and promote recruitment of Dealers using the Public Sector Contract Specialists dedicated to assist in onboarding new partners/resellers. Internal messaging will include Webinars and marketing tools for the sales force access via the Website.

87 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective**

Public Agencies nationwide immediately upon award, to include, but not limited to:
i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
• OMNIA Partners standard logo;
• Copy of original Request for Proposal;
• Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
• Summary of Products and pricing;
• Marketing Materials
• Electronic link to OMNIA Partners' website including the online registration page;
• A dedicated toll-free number and email address for OMNIA Partners

First 90 Days Upon award, communicate to vendor and internal Product Management/Business Development teams. Develop contract terms and conditions statement, pricing calculator, and published contract price file. Review administrative requirements. Update OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation. Social Media awareness campaign to direct customers to our website. Determine manufacturer's strategy and reseller engagement. Establish reseller qualifiers, sales minimums, agreement. Review contract requirements with authorized resellers. Review required business plan/marketing plan from authorized resellers. Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers. Where applicable, conduct joint road shows to promote/train. Publish TD SYNNEX Corporation press release. Provide marketing collateral for resellers. Reseller call campaign to reach out to partners to inform them of the contract. Dealer visits from our Account Managers to evangelize the contract. Dealer Partner live webinar series. "Educate and Inform" stage to ensure reseller customers are aware of the contract. Conference calls and webinars to inform reseller customers of OMNIA Partners. Trade shows, events, and virtual events. Government Navigator business intelligence tool to help Dealer partners uncover opportunities. Email campaign at the Account Manager level. OMNIA Direct line 800-237-8931 toll free

88 **GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

89 **DEVIATIONS TO TERMS AND CONDITIONS**

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☑ I certify compliance with this attribute.

90

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Not Applicable-firm is a publicly held corporation

91

NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

92

CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity ***and*** have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

93

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

94	**DISCLOSURE OF INTERESTED PARTIES**
	Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
	(1) requires an action or vote by the governing body; or
	(2) has a value of $1 million or more; or
	(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.
	
	NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).
	
	If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.
	
	Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.
	
	Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
	(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
	(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.
	
	IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.
	
	THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:
	• *a sponsored research contract of an institution of higher education;*
	• *an interagency contract of a state agency or an institution of higher education;*
	• *a contract related to health and human services if:*
	  • *the value of the contract cannot be determined at the time the contract is executed; and*
	  • *any qualified vendor is eligible for the contract;*
	• *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
	• *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
	• *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*
	
	☑ I certify compliance with this attribute.

95

CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

96

ENTITITES THAT BOYCOTT ISRAEL

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

97

FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

98

FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

100

CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

OPTION A - No proprietary information

102

CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

103

CONTRACTING INFORMATION

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

104

ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

105

FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

106	**FEDERAL RULE (B) - TERMINATION CONDITIONS** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
107	**FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

108	**FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT** **(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
109	**FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** **(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
110	**FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** **(F)**If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

111	**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

113

FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

114

FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115

FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

116

FEDERAL RULE (L) - BUY AMERICAN PROVISIONS

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

117

FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

118

FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

119

FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

120

FEDERAL RULE - SOLID WASTE DISPOSAL ACT

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

121

APPLICABLITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

122

COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

123

INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

124

EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

125

SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

126	**CHANGE IN LAW AND COMPLIANCE WITH LAWS** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

Response to Request for Proposal

Solicitation Number 25-03

Cyber Security Solutions

By

Region 4 Education Service Center

In Partnership with

OMNIA Partners, Public Sector





Prepared By

TD SYNNEX Corporation
39 Pelham Ridge Drive, Greenville, SC 29615
April 23, 2025

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 25-03

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions

SUBMITTAL DEADLINE: Thursday, April 17, 2025, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Cyber Security Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions. Addendum No.1 is hereby issued as follows:

1. **Questions Deadline**: The deadline for receipt of questions this RFP is hereby changed in the Calendar of Events to from Friday, March 28, 2025 to the date & time below:

    - Thursday, March 27, 2025 @ 5:00 PM Central Time

This date aligns with Region 4 ESC's Procurement System, IONWAVE.

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TD SYNNEX

Contact Person Randy Finley

Signature Signed by: Randy Finley 4348F10A8DB8442...

Date Apr 9, 2025 | 12:54:53 EDT

Crystal Wallace, CTSBS
Region 4 Education Service Center
Procurement Contract Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 25-03

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Cyber Security Solutions

This Addendum No. 2 amends the Request for Proposals (RFP) for Cyber Security Solutions ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. SUBMITTAL DEADLINE: THURSDAY, APRIL 24, 2025, 2:00 PM CENTRAL TIME

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TD SYNNEX

Contact Person Randy Finley

Signature Signed by: Randy Finley 4349F10A8D89442...

Date Apr 18, 2025 | 12:57:22 EDT

Crystal Wallace
Region 4 Education Service Center Procurement
Contract Specialist

Cyber Security Solutions
Solicitation Number 25-03
Addendum No. 2

DEVIATION FORM for Region 4 ESC Terms ONLY
(Deviations for OMNIA Partners should be submitted by redlining the document)

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification (Deviation should be submitted in detail by redlining the documents when possible)	Accepted (For Region 4 ESC's use)
[redacted]	[redacted]	[redacted]	
	[redacted]		
	[redacted]		

TD SYNNEX | Public Sector

April 22, 2025

Region 4 Education Service Center
7145 West Tidwell Rd.
Houston, TX 77092
In Partnership with Omnia Partners
5001 Aspen Grove Dr.
Franklin, TN 37067

Re: **Region 4 Education Service Center and Omnia Partners RFP #25-03 for Cyber Security Solutions**

Dear Sir/Madam:

TD SYNNEX Corporation appreciates the opportunity to propose an innovative program utilizing our tier-one OEM solutions, authorized reseller/integrator partners, and world-class program management. This document, along with the materials listed in Appendix A, represents our formal response to this RFP. Our response does not contain any proprietary information.

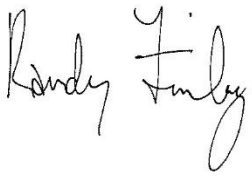
TD SYNNEX Corporation is pleased to offer Region 4 Education Service Center (ESC) member agencies, in partnership with Omnia Partners, access to the full line of Palo Alto Networks products. Palo Alto Networks, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transformative technology. Their mission is to be the cybersecurity partner of choice, protecting the digital way of life.

Additionally, TD SYNNEX Corporation offers Region 4 ESC member agencies, in partnership with Omnia Partners, access to over 2,500 original IT manufacturers, providing comprehensive advanced technology solutions through the Omnia Partners contract without the need for multiple contracts.

The TD SYNNEX team recognizes the value your program brings to customers procuring through the Omnia Partners contract. We will continue to leverage our network of order fulfillment partners to grow this program with incremental revenue from other contract vehicles. We look forward to continuing our long-term partnership with the Region 4 ESC and Omnia Partners.

We will be pleased to answer any questions you may have as you review and consider the merits of our response.

Sincerely,



Randy Finley
Senior Director
Public Sector Business Development

TD SYNNEX Corporation
39 Pelham Ridge Drive
Greenville, South Carolina 29615
(510) 402-7058
randy.finley@tdsynnex.com

Additional Attachments In the Portal

1. TD SYNNEX Public Sector Business Development Team Coverage Map 20250311.pdf
2. TD Synnex-2023-corporate-citizenship-report.pdf
3. D&B_TD SYNNEX CORPORATION_03.27.2025.pdf
4. TD SYNNEX Public Sector Diversity Alliance Program - For Resellers.pdf
5. ServiceSolv-Company-Line-Card.pdf
6. Palo Alto Networks Company Overview.pdf
7. Palo Alto Letter for Omnia Cyber RFP _Synnex.pdf
8. 2908931-25 TD SNX Monthly Line Card PDF Updates - Jan.pdf
9. TD SYNNEX Marketing Plan.pdf
10. TD SYNNEX response - Awards.docx
11. TD Synnex Corporation-NJ-Cert Copy of Application Certi.pdf
12. ISO-9001-5100 Liberty Way, Alliance Gateway Park, Fort Worth, TX, 76177-4008.pdf
13. 25-03 Cyber Security Solutions Addendum 1.pdf
14. Cover Letter and Exhibit A Response

APPENDIX B

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACTS

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for On-Demand Logistics (Rideshare), Meals, and Logistics Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier nationally to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through its available marketing channels as appropriate with OMNIA Partners' overall marketing strategy.

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

The OMNIA Partners Manufacturer Enablement Team will work in conjunction with Supplier and supporting manufacturers of awarded products available through awarded Supplier (where applicable) to promote the Master Agreement through initiatives that may include:

A. Driving speed to market to reach Public Agencies through process innovation
B. Encouraging competitive manufacturer offerings
C. Providing enhanced data driven analytics to suppliers and manufacturers
D. Identifying participant engagement opportunities for Suppliers and manufactures

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform. Supplier is expected to embrace OMNIA Partners' technology enabled tools including its ecommerce platform, OPUS. The ecommerce platform may include integrating supplier's catalog into the platform (if applicable), providing keywords to allow for quick connects, responding and reporting any leads that come to the supplier via their quick connect link in OPUS.

[redacted]

1.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform
ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications
iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iv. Design, publication and distribution of co-branded marketing materials within first 90 days
v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)
vii. Dedicated OMNIA Partners page on Supplier's website with:
    - OMNIA Partners standard logo.
    - Copy of original Request for Proposal.
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
    - Summary of Products and pricing.
    - Marketing Materials
    - Electronic link to OMNIA Partners' website.
    - A dedicated toll-free number and email address for OMNIA Partners

The 90-Day Plan is outlined in Section 3.3, Vendor Response below, plus there is a copy uploaded of our Marketing Plan provided under the "Response Attachments" tab. TD Synnex currently holds an OMNIA Partners contract award #R200803 which has been very successful for both companies. As part of the award, TD SYNNEX has met all the above requirements. The TD SYNNEX OMNIA Partners contract currently has over 2,500 OEM's listed through TD SYNNEX. The current URL for the contract found on the TD SYNNEX main contracts page is: OMNIA Partners – TD SYNNEX Public Sector.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

TD SYNNEX shares our logo with OMNIA Partners today and enjoys full marketing rights for communications and promotions. We also suggest to our customer partners to display the OMNIA logo at trade show events, on presentations and their marketing events and campaigns.

1.4 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100 Million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.5 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier.

Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies.

Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide.

Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process.

1.6 Objectives of Cooperative Program

Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing
This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to

OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

As part of the attributes in Ion Wave, Offeror's are to supply the following information, in order for the Principal Procurement Agency to determine the Offeror's ability to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

TD SYNNEX has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNNEX and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors.

Headquartered in Fremont, CA and Clearwater, FL, TD SYNNEX is an industry leader in IT distribution with global operations. TD SYNNEX is listed on the New York Stock Exchange (NYSE: SNX) and is ranked #64 on the 2023 Fortune 500. TD SYNNEX has built upon its core distribution business to create a highly efficient hybrid model that provides customers with a wide range of solutions and value-added services. A publicly-traded corporation on the New York Stock Exchange (SNX), TD SYNNEX is a global business process services company, providing outsourcing services in IT distribution, contract assembly, logistics management, and more to resellers and original equipment manufacturers (OEMs) around the world. TD SYNNEX distributes technology products from more than 2,500 world-leading IT OEM suppliers to more than 25,000 resellers throughout the US, Canada, and Mexico. Our focused product categories include IT systems, rugged mobility, peripherals, system components, software, and networking. TD SYNNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings. TD SYNNEX Public Sector has been exclusively focused on the Public Sector, including higher education customers, since 1991.

The Public Sector organization consists of approximately 800 co-workers. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

B. Total number and location of salespersons employed by Supplier.

The Public Sector organization consists of approximately 800 co-workers focused on the OMNIA contract. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal.

TD SYNNEX Office Facilities:

- Fremont, CA (44201 Nobel Drive, Fremont, CA 94538)
- Clearwater, FL (16202 Bay Vista Drive, Clearwater, FL 33760)

- Greenville, SC (39 Pelham Ridge Drive, Greenville, SC 29615)
- Herndon, VA (DLT Solutions, 2411 Dulles Corner Park #800, Herndon, VA 20171)
- Gilbert, AZ (410 E Rivulon Blvd, Suite 201, Gilbert, AZ 85295)

C. Number and location of support centers (if applicable) and location of corporate office.

TD SYNNEX main headquarters is in Fremont, CA and Clearwater, FL, TD SYNNEX is an industry leader in IT distribution with global operations.

TD SYNNEX' distribution model focuses on top-tier manufacturers, offering value-added resellers, system integrators, and solution providers access through knowledge based sales consultants. We have over 1 million square feet of warehouse space across 11 distribution centers, located strategically throughout the United States.

TD SYNNEX offers:

- Proven distribution, logistics and product management processes
- Excellent past performance in the Public Sector market
- A national presence and nationwide distribution network
- ISO 9001-certifed supply chain that increases efficiencies and reduces costs
- Supply Chain Risk Management (SCRM) Plan (available upon request)
- Customs-Trade Partnership Against Terrorism (C-TPAT) Certified
- Membership in Transported Asset Protection Association (TAPA)
- Experienced government contractor with both Federal and State contracts
- A nationwide network of value-added resellers and solution providers with one or more SBA certified small business socio-economic statuses.

TD SYNNEX Distribution Centers:

- Chino, California
- Fontana, California
- Tracy, California
- Miami, Florida
- Suwanee, Georgia
- Romeoville, Illinois
- South Bend, Indiana
- Southaven, Mississippi
- Swedesboro, New Jersey
- Columbus, Ohio
- Fort Worth, Texas.



D. Annual sales for the three previous fiscal years.

TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

TD SYNNEX Public Sector fiscal year 2022 public sector sales were in excess of $11.2 Billion (18.0% of overall company revenue):

- Education $4 Billion
- State/Local government $3.3 Billion
- Federal $3.9 Billion

TD SYNNEX Public Sector fiscal year 2023 public sector sales were in excess of $11.6 Billion (20.2% of overall company revenue):

- Education $3.9 Billion
- State/Local government $3.5 Billion
- Federal $4.0 Billion

TD SYNNEX Public Sector fiscal year 2024 public sector sales were in excess of $12.5 Billion (21.4% of overall company revenue):

- Education $4.5 Billion
- State/Local government $4.1 Billion
- Federal $3.9 Billion

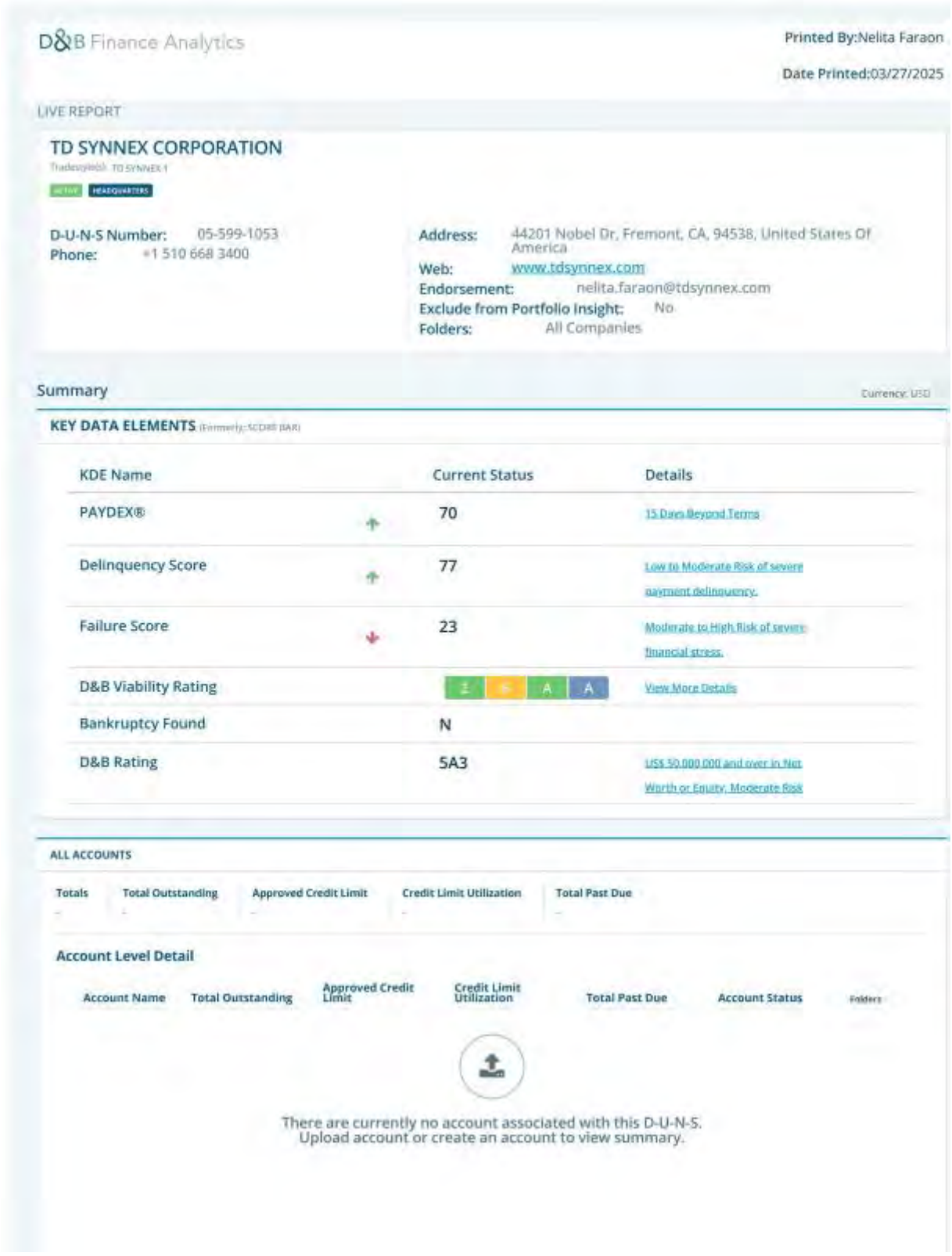
TD SYNNEX fiscal year starts on December 1st of the current year and ends on November 30th of the following year.

FY 2022 $62,343,800,000.00
FY 2023 $57,555,400,000.00
FY 2024 $58,452,400.000.00

a. Submit FEIN and Dunn & Bradstreet report.

TD SYNNEX FEIN is 94-2703333

D&B Financial report is below, and a .pdf of the report has been attached in the "Response Attachments Tab, "Other Attachments".



D&B Finance Analytics

Printed By:Nelita Faraon

Date Printed:03/27/2025

LIVE REPORT

TD SYNNEX CORPORATION

Tradestyle(s): TD SYNNEX 1

ACTIVE HEADQUARTERS

D-U-N-S Number: 05-599-1053
Phone: +1 510 668 3400

Address: 44201 Nobel Dr, Fremont, CA, 94538, United States Of America
Web: www.tdsynnex.com
Endorsement: nelita.faraon@tdsynnex.com
Exclude from Portfolio Insight: No
Folders: All Companies

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCOR® (BAR))

KDE Name	Current Status	Details
PAYDEX®	70	15 Days Beyond Terms
Delinquency Score	77	Low to Moderate Risk of severe payment delinquency.
Failure Score	23	Moderate to High Risk of severe financial stress.
D&B Viability Rating	1 E A A	View More Details
Bankruptcy Found	N	
D&B Rating	5A3	US$ 50,000,000 and over in Net Worth or Equity. Moderate Risk

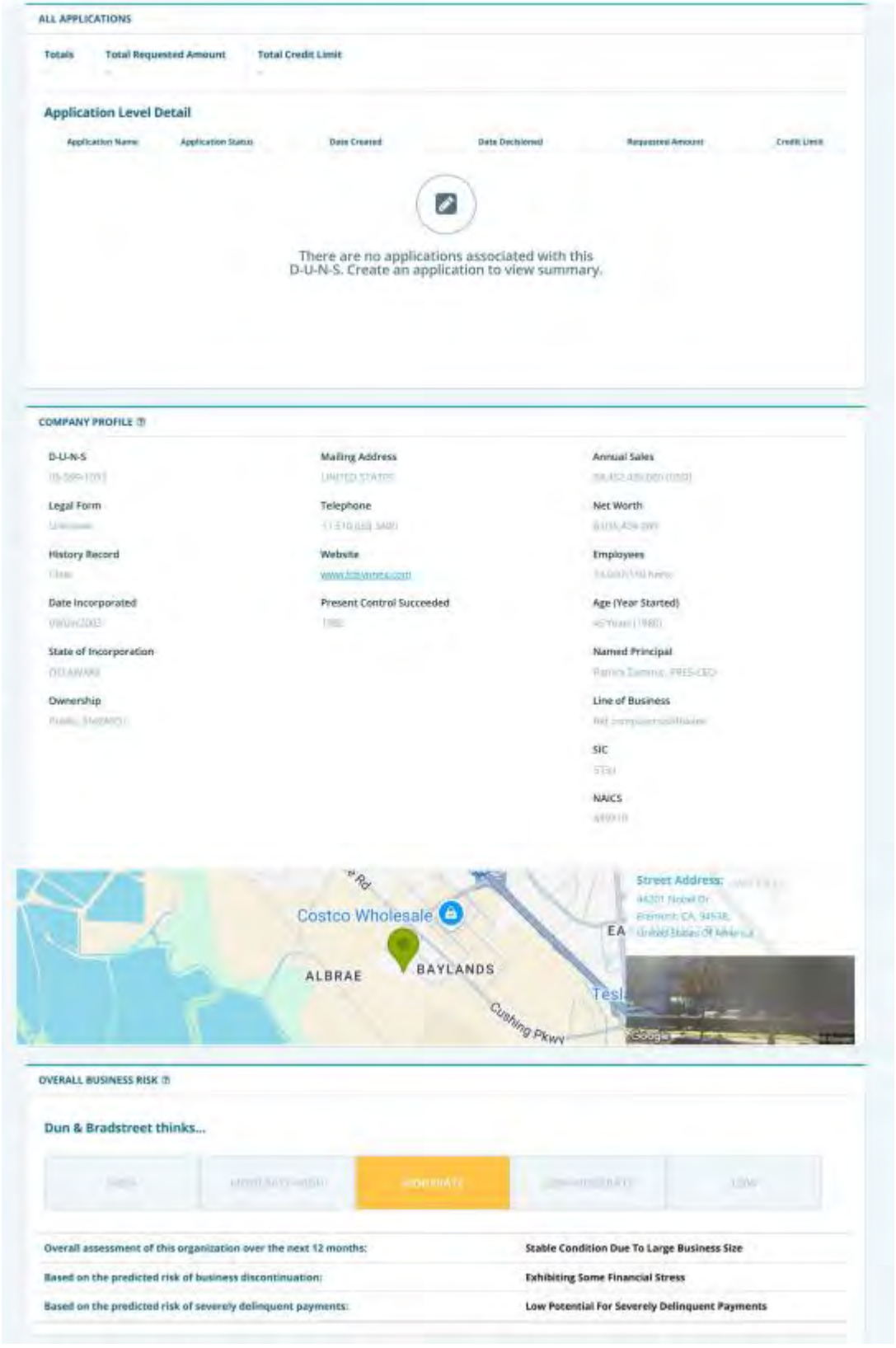
ALL ACCOUNTS

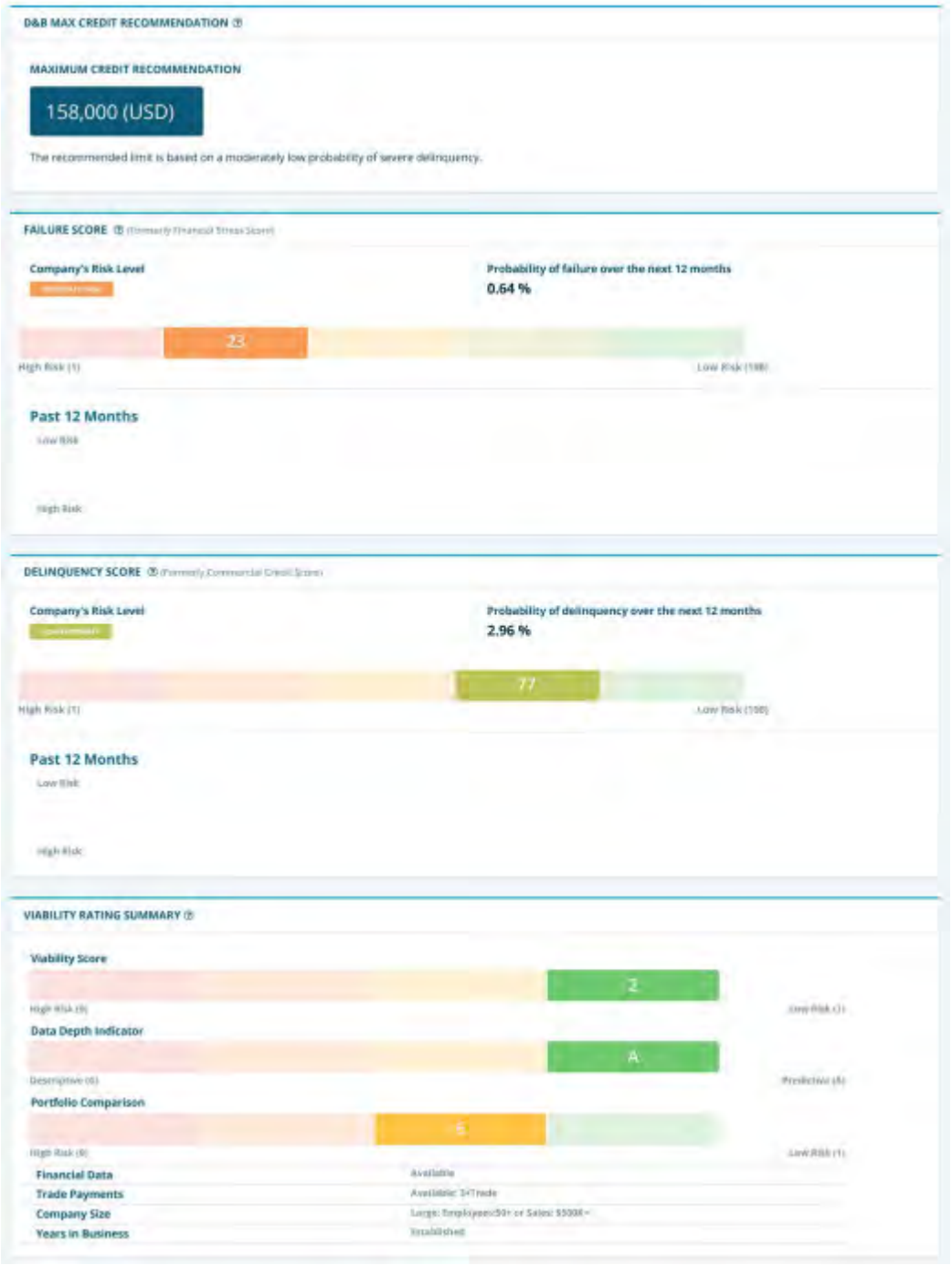
Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
-	-	-	-	-

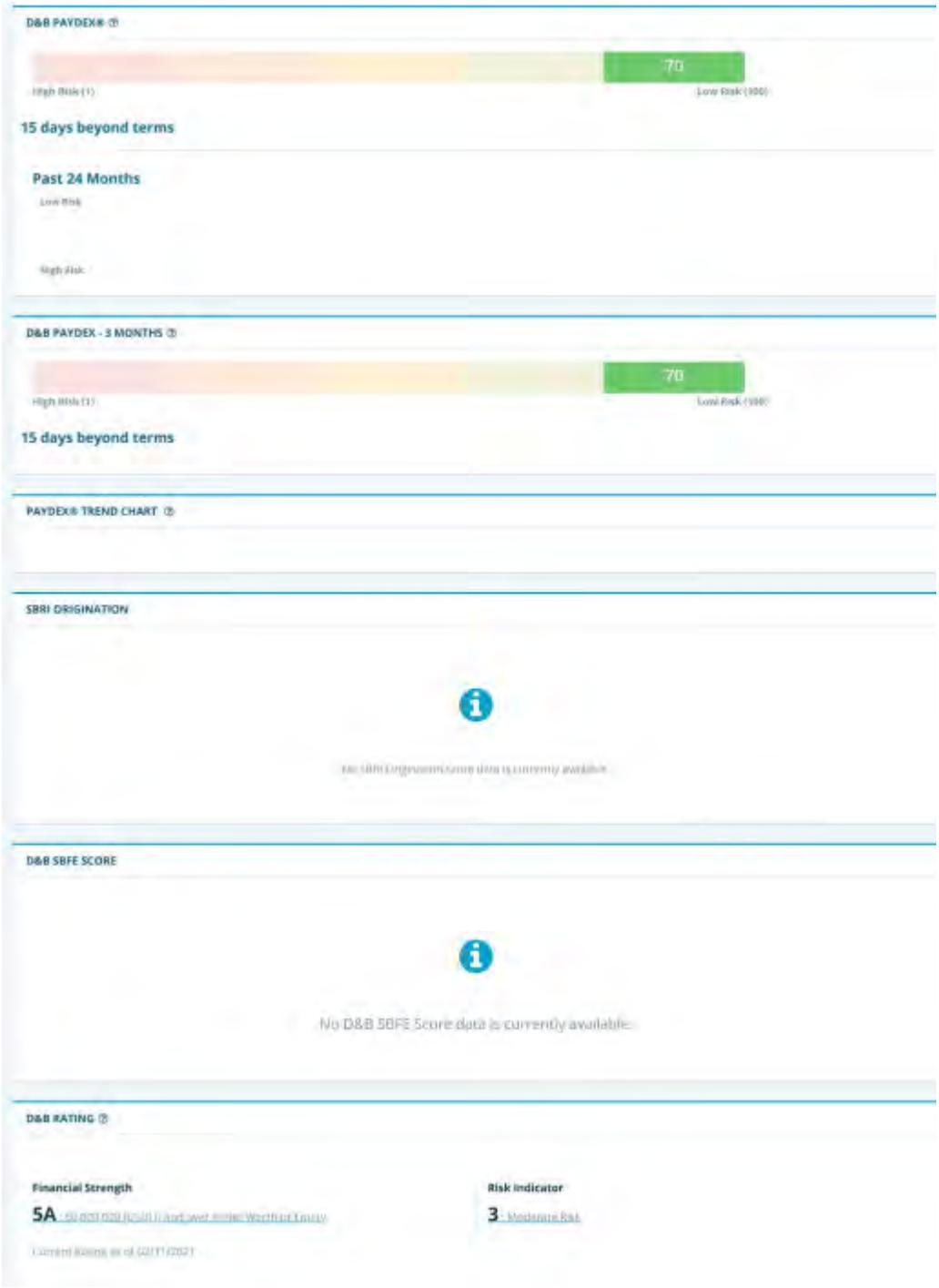
Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Account Status	Folders

There are currently no account associated with this D-U-N-S.
Upload account or create an account to view summary.


ALL APPLICATIONS
Totals
Total Requested Amount
Total Credit Limit
Application Level Detail
Application Name
Application Status
Date Created
Date Decisioned
Requested Amount
Credit Limit
There are no applications associated with this D-U-N-S. Create an application to view summary.
COMPANY PROFILE
D-U-N-S
Mailing Address
Annual Sales
Legal Form
Telephone
Net Worth
History Record
Website
Employees
Date Incorporated
Present Control Succeeded
Age (Year Started)
State of Incorporation
Named Principal
Ownership
Line of Business
SIC
NAICS
Costco Wholesale
ALBRAE
BAYLANDS
Cushing Pkwy
Street Address:
OVERALL BUSINESS RISK
Dun & Bradstreet thinks...
Overall assessment of this organization over the next 12 months:
Stable Condition Due To Large Business Size
Based on the predicted risk of business discontinuation:
Exhibiting Some Financial Stress
Based on the predicted risk of severely delinquent payments:
Low Potential For Severely Delinquent Payments


D&B MAX CREDIT RECOMMENDATION
MAXIMUM CREDIT RECOMMENDATION
158,000 (USD)
The recommended limit is based on a moderately low probability of severe delinquency.
FAILURE SCORE
Company's Risk Level
Probability of failure over the next 12 months
0.64 %
23
Past 12 Months
DELINQUENCY SCORE
Company's Risk Level
Probability of delinquency over the next 12 months
2.96 %
77
Past 12 Months
VIABILITY RATING SUMMARY
Viability Score
2
Data Depth Indicator
A
Portfolio Comparison
5
Financial Data
Trade Payments
Company Size
Years in Business


D&B PAYDEX®
70
15 days beyond terms
Past 24 Months
D&B PAYDEX - 3 MONTHS
70
15 days beyond terms
PAYDEX® TREND CHART
SBRI ORIGINATION
D&B SBFE SCORE
No D&B SBFE Score data is currently available.
D&B RATING
Financial Strength
5A
Risk Indicator
3

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	23	03/07/2025
Suits	3	09/26/2023
UCC	79	05/29/2024

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Jan-25 to Mar-25



Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **158** payment experiences reported from **70** companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET

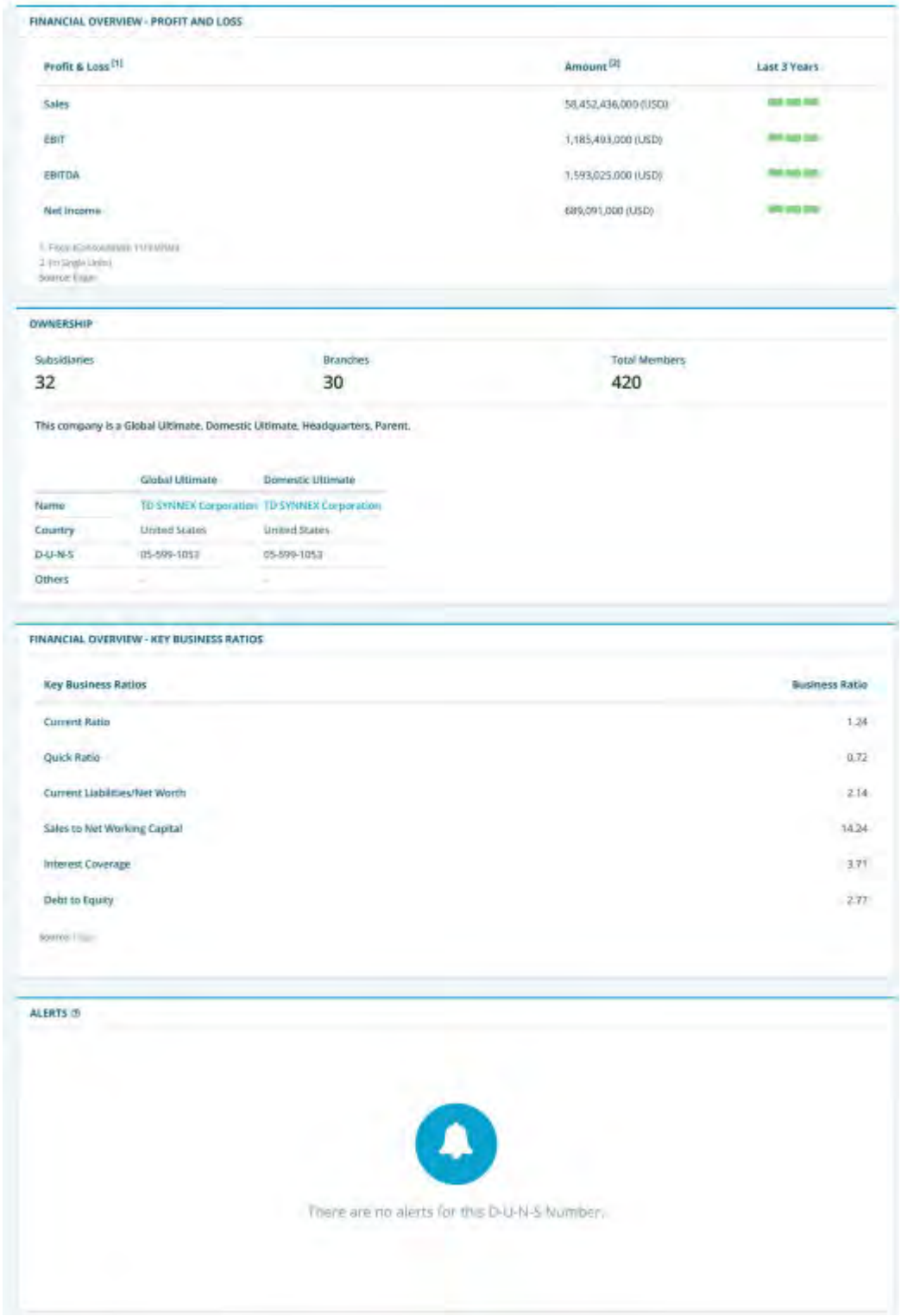
Balance Sheet [1]	Amount [2]	Last 3 Years
Net Worth	8,035,434,000 (USD)	
Total Current Assets	21,324,696,000 (USD)	
Total Assets	30,274,479,000 (USD)	
Total Current Liabilities	17,221,235,000 (USD)	
Working Capital/Net Current Assets	4,103,461,000 (USD)	
Total Liabilities	22,239,045,000 (USD)	
Long Term Liabilities	5,017,810,000 (USD)	

1 Fiscal (Consolidated) 11/30/2024
2 In Single Units
Source: Edgar

TRADE PAYMENTS

Highest Past Due:
9,000,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
50,000,000	248	50,000,000



FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss [1]	Amount [2]	Last 3 Years
Sales	58,452,436,000 (USD)	[illegible]
EBIT	1,185,493,000 (USD)	[illegible]
EBITDA	1,593,025,000 (USD)	[illegible]
Net Income	689,091,000 (USD)	[illegible]

1. Fiscal Consolidated 11/31/2023
2. (In Single Units)
Source: Esgar

OWNERSHIP

Subsidiaries	Branches	Total Members
32	30	420

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	TD SYNNEX Corporation	TD SYNNEX Corporation
Country	United States	United States
D-U-N-S	05-599-1053	05-599-1053
Others	-	-

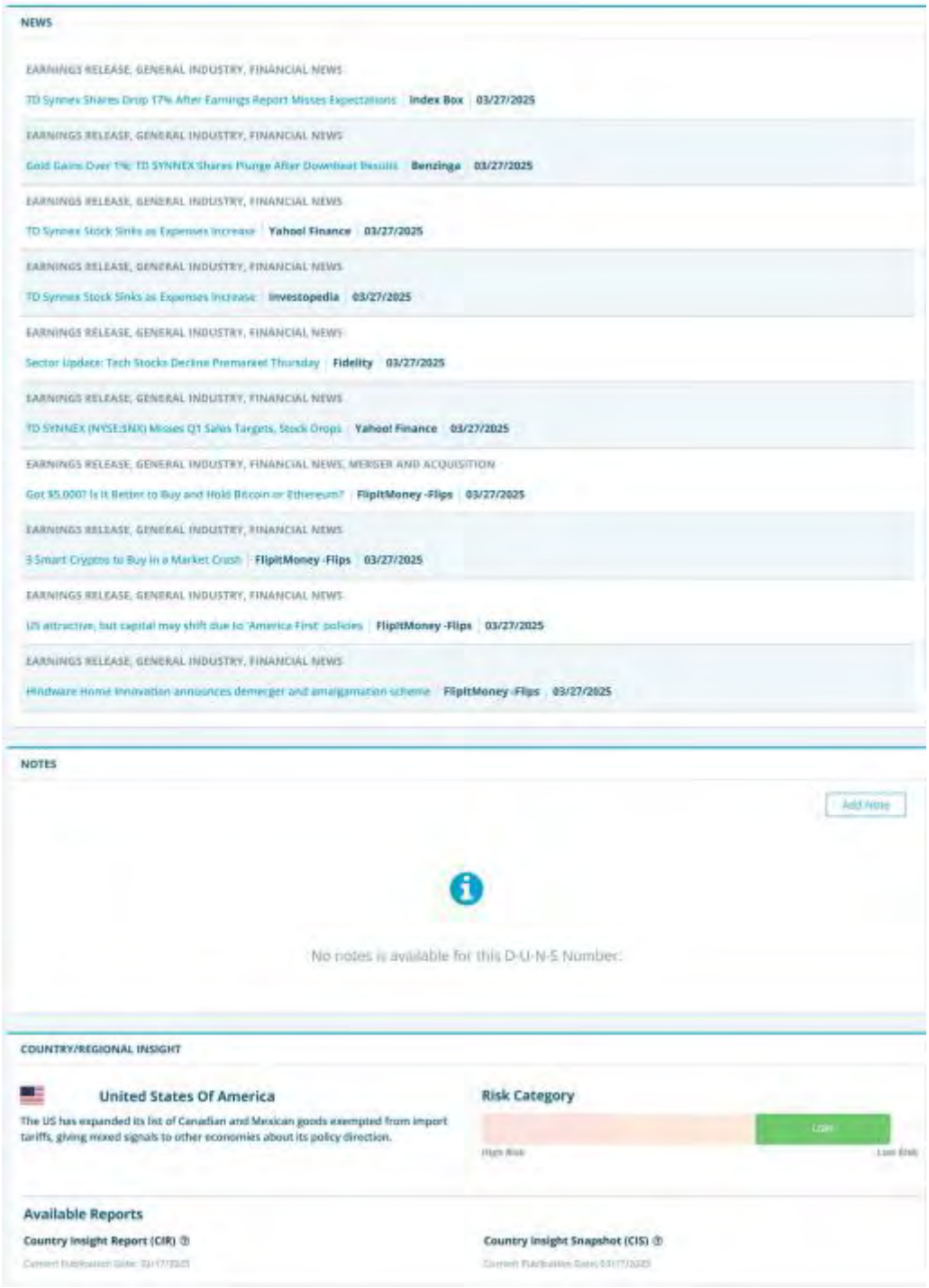
FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

Key Business Ratios	Business Ratio
Current Ratio	1.24
Quick Ratio	0.72
Current Liabilities/Net Worth	2.14
Sales to Net Working Capital	14.24
Interest Coverage	3.71
Debt to Equity	2.77

Source: Esgar

ALERTS

There are no alerts for this D-U-N-S Number.


NEWS
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
TD Synnex Shares Drop 17% After Earnings Report Misses Expectations | Index Box | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
Gold Gains Over 1%; TD SYNNEX Shares Plunge After Downbeat Results | Benzinga | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
TD Synnex Stock Sinks as Expenses Increase | Yahoo! Finance | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
TD Synnex Stock Sinks as Expenses Increase | Investopedia | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
Sector Update: Tech Stocks Decline Premarket Thursday | Fidelity | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
TD SYNNEX (NYSE:SNX) Misses Q1 Sales Targets, Stock Drops | Yahoo! Finance | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS, MERGER AND ACQUISITION
Got $5,000? Is It Better to Buy and Hold Bitcoin or Ethereum? | FlipItMoney -Flips | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
3 Smart Cryptos to Buy in a Market Crash | FlipItMoney -Flips | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
US attractive, but capital may shift due to 'America First' policies | FlipItMoney -Flips | 03/27/2025
EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS
Hindware Home Innovation announces demerger and amalgamation scheme | FlipItMoney -Flips | 03/27/2025
NOTES
Add Note
No notes is available for this D-U-N-S Number.
COUNTRY/REGIONAL INSIGHT
United States Of America
The US has expanded its list of Canadian and Mexican goods exempted from import tariffs, giving mixed signals to other economies about its policy direction.
Risk Category
Available Reports
Country Insight Report (CIR)
Country Insight Snapshot (CIS)



STOCK PERFORMANCE

History	
Daily High	
52-Week High	

Performance	
P/E:	
EPS:	
Div/Yield	

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

Currency: All figures in USD unless otherwise state

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

MAXIMUM CREDIT RECOMMENDATION

158,000 (USD)

The recommended limit is based on a moderately low probability of severe delinquency.

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION DUE TO LARGE BUSINESS SIZE
- Based on the predicted risk of business discontinuation: EXHIBITING SOME FINANCIAL STRESS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked 2 have a probability of becoming no longer viable: **2** %
- Percentage of businesses ranked 2: **4** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Moderate Risk**
- Businesses ranked 6 within this model segment have a probability of becoming no longer viable: **0.7** %
- Percentage of businesses ranked 6 with this model segment: **8** %
- Within this model segment, the average probability of becoming no longer viable:**0.6** %



Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

23

High Risk (1) Low Risk (100)

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- High proportion of past due balances to total amount owing
- Negative change in net worth
- UCC Filings reported
- High number of enquiries to D&B over last 12 months

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate-High	1422	0.64 %	0.48	4

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	23
Region(PACIFIC)	33
Industry(GENERAL RETAIL	33
Employee range(500-230000))	53
Years in Business(26+)	68

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

77

High Risk (1) Low Risk (100)

- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Evidence of open suits and liens

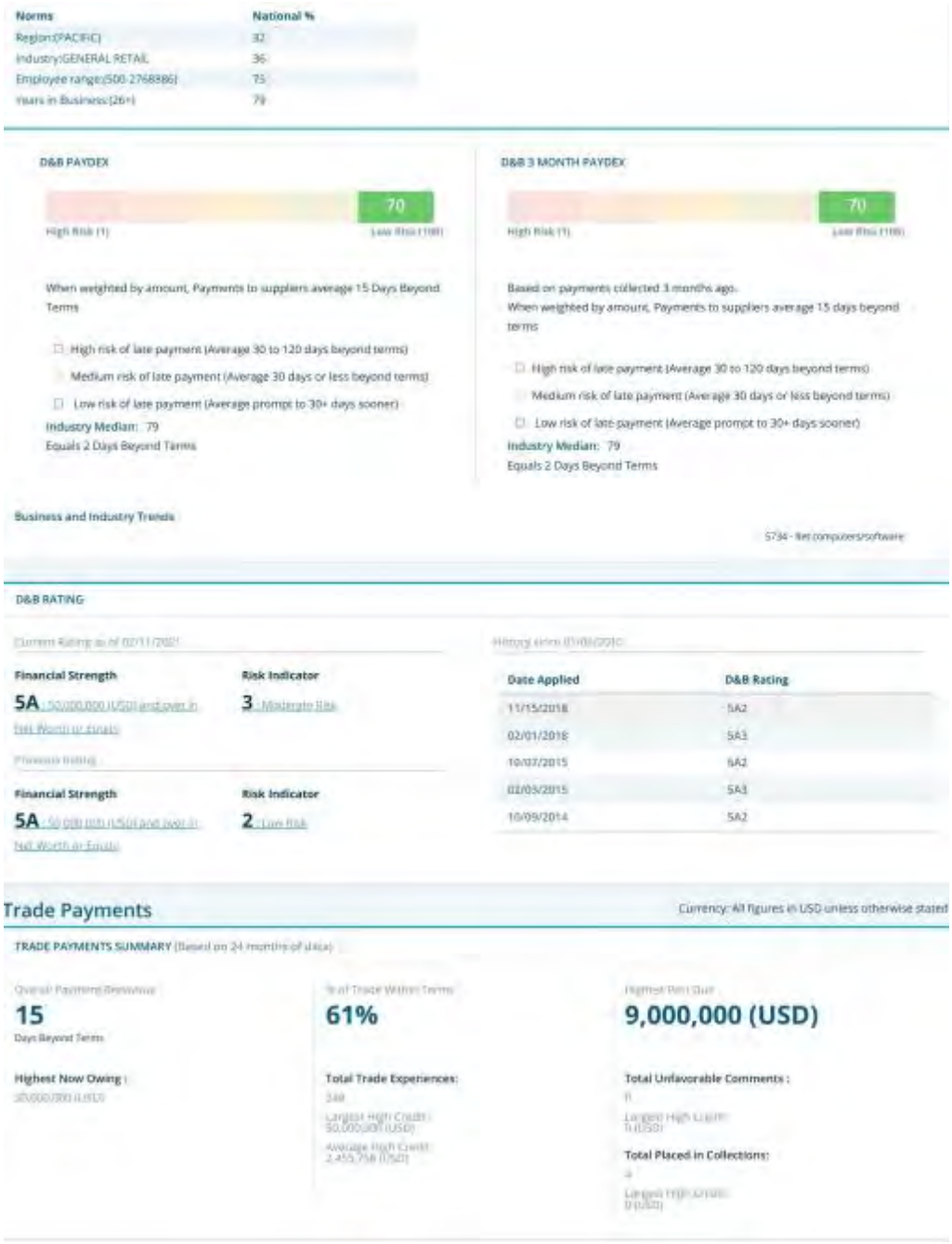
Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	542	2.96 %	10.2 %	2

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	77



Norms	National %
Region:(PACIFIC)	32
Industry:GENERAL RETAIL	36
Employee range:(500-2768886)	75
Years in Business:(26+)	79

D&B PAYDEX

70

When weighted by amount, Payments to suppliers average 15 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

D&B 3 MONTH PAYDEX

70

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 15 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

Business and Industry Trends

5734 - Ret computers/software

D&B RATING

Financial Strength
5A

Risk Indicator
3 - Moderate Risk

Financial Strength
5A

Risk Indicator
2 - Low Risk

Date Applied	D&B Rating
11/15/2018	5A2
02/01/2018	5A3
10/07/2015	5A2
02/05/2015	5A3
10/09/2014	5A2

Trade Payments

Currency: All figures in USD unless otherwise stated

TRADE PAYMENTS SUMMARY

15
Days Beyond Terms

61%

9,000,000 (USD)

Highest Now Owing :

Total Trade Experiences:

Total Unfavorable Comments :

Total Placed in Collections:

D&B PAYDEX



When weighted by amount, Payments to suppliers average 15 Days Beyond Terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 15 days beyond terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

5734 - Ret computers/software

	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	Current 2025
This Business	72	72	71	71	71	67	69	68	67	66	66	66	66	66	69	68	68	70	69	70	71	71	69	70
Industry Quartile																								
Upper	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	-
Median	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	-
Lower	-	-	71	-	-	69	-	-	71	-	-	71	-	-	69	-	-	69	-	-	69	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	84	542,950,000 (USD)	71
50,000 - 99,999	16	1,155,000 (USD)	61
15,000 - 49,999	30	765,000 (USD)	67
5,000 - 14,999	36	240,000 (USD)	57
1,000 - 4,999	38	81,500 (USD)	67
Less than 1,000	18	6,850 (USD)	57

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category-	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
+17 - Construction - Special Trade Contractors	4	10,000	30	0	67	4	0
1711 - Mechanical contractor	3	10,000	59	0	33	8	0
1721 - Paint/paper-hanging	1	5,000	0	0	100	0	0
+26 - Paper and Allied Products	2	10,000	25	25	0	0	0
2671 - Mfg packaging paper	1	10,000	50	50	0	0	0
2679 - Mfg converted paper	1	0	0	0	0	0	0
+27 - Printing, Publishing and Allied Industries	4	15,000	25	25	0	25	25

2711 - Newspaper-print/publ	1	15,000	100	0	0	0	0
2759 - Misc coml printing	1	2,500	0	0	0	100	0
2731 - Books-print/publish	1	750	0	100	0	0	0
2741 - Misc publishing	1	100	0	0	0	0	100
+30 - Rubber and Miscellaneous Plastics Products	3	1,000,000	100	0	0	0	0
3089 - Mfg misc plastic prdt	3	1,000,000	100	0	0	0	0
+35 - Industrial and Commercial Machinery and Computer Equipment	18	50,000,000	88	4	4	0	4
3572 - Mfg computer storage	8	50,000,000	100	0	0	0	0
3571 - Mfg computers	5	50,000,000	57	0	21	1	21
3577 - Mfg comp peripherals	2	5,000,000	81	19	0	0	0
3579 - Mfg misc office eqpt	2	600,000	100	0	0	0	0
3564 - Mfg blowers/fans	1	5,000	100	0	0	0	0
+36 - Electronic and other electrical equipment and components except computer equipment	6	50,000,000	50	33	0	0	17
3663 - Mfg broadcasting equip	2	50,000,000	50	49	0	0	1
3651 - Mfg audio/video equip	2	40,000,000	99	1	0	0	0
3679 - Mfg elect components	1	2,000,000	50	50	0	0	0
3674 - Mfg semiconductors	1	100,000	50	50	0	0	0
3678 - Mfg elect connectors	1	7,500	0	0	0	0	100
3625 - Mfg relays/controls	1	5,000	50	50	0	0	0
+38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	3	500,000	94	0	0	0	6
3841 - Mfg medical instrmnt	2	500,000	88	0	0	0	12
3861 - Mfg photograph equip	1	60,000	100	0	0	0	0
+42 - Motor Freight Transportation and Warehousing	17	1,000,000	60	9	1	30	1

4213 - Trucking non-local	16	1,000,000	70	17	2	10	1
4214 - Local truck w/storage	1	25,000	50	0	0	50	0
+47 - Transportation Services	11	800,000	50	50	0	0	0
4731 - Arrange cargo transpt	11	800,000	50	50	0	0	0
+48 - Communications	16	250,000	67	0	0	33	0
4813 - Telephone communictns	11	100,000	100	0	0	0	0
4812 - Radiotelephone commun	4	250,000	100	0	0	0	0
4833 - Television station	1	750	0	0	0	100	0
+49 - Electric, Gas and Sanitary Services	8	200,000	100	0	0	0	0
4911 - Electric services	8	200,000	100	0	0	0	0
+50 - Wholesale Trade - Durable Goods	29	50,000,000	59	26	1	8	6
5045 - Whol computers/softwr	10	5,000,000	81	9	6	4	0
5085 - Whol industrial suppl	7	300,000	57	43	0	0	0
5065 - Whol electronic parts	5	50,000,000	55	45	0	0	0
5064 - Whol appliances	2	20,000,000	92	8	0	0	0
5099 - Whol durable goods	2	80,000	38	50	0	12	0
5084 - Whol industrial equip	1	2,500	50	0	0	0	50
5063 - Whol electrical equip	1	2,500	50	0	0	50	0
5094 - Whol jewelry	1	500	50	50	0	0	0
+51 - Wholesale Trade - Nondurable Goods	12	2,000,000	71	4	4	0	20
5199 - Whol nondurable goods	5	2,000,000	99	1	0	0	0
5113 - Whol service paper	3	2,500	58	21	21	0	0
5149 - Whol groceries	1	25,000	100	0	0	0	0
5141 - Whol general grocery	1	10,000	100	0	0	0	0
5112 - Whol office supplies	1	2,500	0	0	0	0	100
+55 - Automotive Dealers and Gasoline Service Stations	1	55,000	100	0	0	0	0
5511 - Ret new/used autos	1	55,000	100	0	0	0	0

+57 - Home Furniture Furnishings and Equipment Stores	1	65,000	50	0	50	0	0
5734 - Ret computer/software	1	65,000	50	0	50	0	0
+59 - Miscellaneous Retail	3	80,000	67	17	17	0	0
5948 - Ret luggage/leather	1	80,000	100	0	0	0	0
5999 - Ret misc merchandise	1	35,000	0	50	50	0	0
5961 - Ret mail-order house	1	20,000	100	0	0	0	0
+60 - Depository Institutions	3	5,000	100	0	0	0	0
6021 - Natnl commercial bank	3	5,000	100	0	0	0	0
+61 - Nondepository Credit Institutions	6	1,000,000	100	0	0	0	0
6153 - Short-trm busn credit	6	1,000,000	100	0	0	0	0
+70 - Hotels Rooming Houses Camps and other Lodging Places	1	900,000	0	50	50	0	0
7011 - Hotel/motel operation	1	900,000	0	50	50	0	0
+73 - Business Services	40	5,000,000	50	10	14	13	13
7371 - Custom programming	8	5,000,000	99	1	0	0	0
7361 - Employment agency	8	800,000	58	42	0	0	0
7372 - Prepackaged software	6	2,000,000	82	18	0	0	0
7381 - Detective/guard svcs	5	100,000	100	0	0	0	0
7363 - Help supply service	4	100,000	51	2	0	0	47
7389 - Misc business service	3	750,000	61	0	0	39	0
7353 - Hvy const eqpt rental	2	7,500	0	50	50	0	0
7373 - Computer system deign	1	300,000	0	0	0	0	100
7379 - Misc computer service	1	250,000	50	0	50	0	0
7359 - Misc equipment rental	1	200,000	50	0	50	0	0
7374 - Data processing svcs	1	1,000	0	0	0	100	0
+75 - Automotive Repair, Services and Parking	1	2,500	50	50	0	0	0
7514 - Passenger car rental	1	2,500	50	50	0	0	0

+83 - Social Services	1	2,500	100	0	0	0	0
8322 - Family social service	1	2,500	100	0	0	0	0
+87 - Engineering Accounting Research Management and Related Services	7	20,000	28	33	0	33	5
8742 - Management consulting	5	2,500	84	0	0	0	16
8748 - Business consulting	1	20,000	0	100	0	0	0
8734 - Testing laboratory	1	5,000	0	0	0	100	0
+91 - Executive Legislative and General Government except Finance	1	7,500	100	0	0	0	0
9111 - Executive office	1	7,500	100	0	0	0	0
+93 - Public Finance Taxation and Monetary Policy	8	100,000	100	0	0	0	0
9311 - Public finance	8	100,000	100	0	0	0	0
+99 - Nonclassifiable Establishments	18	50,000,000	75	25	0	0	0
9999 - Nonclassified	18	50,000,000	75	25	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/25	Pays Promptly	-	5,000,000	2,000,000	0	1
03/25	Pays Promptly	-	20,000	0	0	Between 2 and 3 Months
03/25	Pays Promptly	-	2,500	750	0	1
03/25	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
03/25	Pays Promptly	-	1,000	0	0	1
03/25	Pays Prompt to Slow 120+	-	15,000	0	0	Between 6 and 12 Months
03/25	Pays Slow 30-90+	-	25,000	0	0	Between 4 and 5 Months
03/25	Pays Slow 90+	-	100,000	7,500	5,000	1
03/25	Pays Slow 30-90+	-	10,000	2,500	1,000	1
02/25	Pays Promptly	-	40,000,000	6,000,000	0	1
02/25	Pays Promptly	-	20,000,000	0	0	Between 4 and 5 Months
02/25	Pays Promptly	-	2,000,000	1,000,000	2,500	1
02/25	Pays Promptly	-	1,000,000	750,000	0	1
02/25	Pays Promptly	-	1,000,000	1,000,000	0	1
02/25	Pays Promptly	-	750,000	0	0	Between 4 and 5 Months
02/25	Pays Promptly	-	250,000	250,000	0	1
02/25	Pays Promptly	-	250,000	100,000	10,000	1
02/25	Pays Promptly	-	200,000	250	0	1
02/25	Pays Promptly	-	200,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	-	100,000	85,000	0	1
02/25	Pays Promptly	-	90,000	25,000	0	1
02/25	Pays Promptly	-	85,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	N60	80,000	0	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
02/25	Pays Promptly	-	45,000	10,000	0	1
02/25	Pays Promptly	N60	35,000	35,000	1,000	1
02/25	Pays Promptly	-	20,000	7,500	0	1
02/25	Pays Promptly	N60	15,000	15,000	7,500	1
02/25	Pays Promptly	-	7,500	7,500	0	1
02/25	Pays Promptly	-	7,500	0	0	Between 2 and 3 Months
02/25	Pays Promptly	-	5,000	2,500	0	1
02/25	Pays Promptly	N60	5,000	5,000	5,000	1
02/25	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
02/25	Pays Promptly	-	2,500	250	0	1
02/25	Pays Promptly	-	2,500	2,500	1,000	1
02/25	Pays Promptly	-	2,500	500	0	1
02/25	Pays Promptly	N60	2,500	0	0	1
02/25	Pays Promptly	-	2,500	2,500	0	1
02/25	Pays Promptly	-	2,500	1,000	0	1
02/25	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months
02/25	Pays Promptly	-	1,000	1,000	0	1
02/25	Pays Promptly	-	750	750	0	1
02/25	Pays Promptly	-	500	0	0	1
02/25	Pays Promptly	-	250	250	0	1
02/25	Pays Promptly	-	250	0	0	1
02/25	Pays Promptly	-	0	0	0	1
02/25	Pays Prompt to Slow 30+	-	50,000,000	30,000,000	5,000,000	1
02/25	Pays Prompt to Slow 30+	-	1,000,000	1,000,000	200,000	1
02/25	Pays Prompt to Slow 30+	-	4,000,000	700,000	0	1
02/25	Pays Prompt to Slow 30+	-	1,000,000	0	0	1
02/25	Pays Prompt to Slow 30+	-	700,000	400,000	100,000	1
02/25	Pays Prompt to Slow 30+	-	500,000	100,000	0	1
02/25	Pays Prompt to Slow 30+	-	80,000	45,000	0	1
02/25	Pays Prompt to Slow 30+	-	25,000	0	0	Between 4 and 5 Months
02/25	Pays Prompt to Slow 30+	N30	10,000	5,000	5,000	1
02/25	Pays Prompt to Slow 30+	-	2,500	2,500	1,000	1
02/25	Pays Prompt to Slow 45+	-	100,000	100,000	50,000	1
02/25	Pays Prompt to Slow 45+	-	5,000	0	0	Between 2 and 3 Months
02/25	Pays Prompt to Slow 60+	N30	250,000	70,000	70,000	1
02/25	Pays Prompt to Slow 60+	-	250,000	200,000	30,000	1
02/25	Pays Prompt to Slow 60+	N30	200,000	25,000	10,000	1
02/25	Pays Prompt to Slow 60+	-	30,000	5,000	0	1
02/25	Pays Prompt to Slow 60+	-	10,000	750	0	1
02/25	Pays Prompt to Slow 60+	-	2,500	1,000	500	1
02/25	Pays Prompt to Slow 90+	-	2,500	0	0	1
02/25	Pays Prompt to Slow 120+	-	2,500	250	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
02/25	Pays Slow 30+	-	70,000	0	0	Between 6 and 12 Months
02/25	Pays Slow 30+		10,000	0	0	Between 6 and 12 Months
02/25	Pays Slow 30-60+		5,000	0	0	Between 4 and 5 Months
02/25	Pays Slow 60+	-	95,000	30,000	30,000	Between 2 and 3 Months
02/25	Pays Slow 45-80+	N30	2,500	2,500	2,500	1
02/25	Pays Slow 90+	-	1,000,000	900,000	900,000	-
02/25	Pays Slow 90+	-	5,000	5,000	5,000	Between 4 and 5 Months
02/25	Pays Slow 120+	-	50	50	50	-
02/25	Pays Slow 30-150+	-	1,000	1,000	1,000	Between 4 and 5 Months
01/25	Pays Slow 30+	-	1,000	1,000	1,000	-
01/25	Pays Slow 30-60+	-	35,000	35,000	35,000	-
12/24	Pays Slow 120+	-	250	250	250	-
12/24	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
05/24	Pays Prompt to Slow 180+	-	5,000	2,500	2,500	Between 6 and 12 Months
05/24	Placed for collection	-	0	-250	-250	-

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	17	1,900 (USD)
Payment record unknown	1	7,500 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	4	0 (USD)
Total in D&B's file	248	345,187,750 (USD)

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events

Currency: All figures in USD unless otherwise stated

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0	23	3	79
	Latest filing:	Latest Filing: 03/07/2025	Latest Filing: 09/20/2023	Latest Filing: 05/29/2024

EVENTS

Lien - Tax Lien

Filing Date	03/07/2025
Filing Number	154834250168B
Status	Open
Date Status Attained	03/07/2025

Received Date	03/10/2025
Debtors	TD SYNNEX CORPORATION
Creditors	STATE OF MINNESOTA, COMMISSIONER OF REVENUE
Court	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

Lien - Tax Lien

Filing Date	12/20/2024
Filing Number	2412200272
status	Open
Date Status Attained	12/20/2024
Received Date	02/27/2025
Amount	109,489 (USD)
Debtors	TDSYNNEX CORPORATION, CLEARWATER, FL
Creditors	CA EMPLOYMENT DEVELOPMENT DEPARTMENT
Court	SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA

Lien - Tax Lien

Filing Date	12/18/2024
Filing Number	U2400968816740
status	Open
Date Status Attained	12/18/2024
Received Date	12/22/2024
Debtors	TDSYNNEX CORPORATION, CLEARWATER, FL
Creditors	EMPLOYMENT DEVELOPMENT DEPARTMENT, SACRAMENTO, CA
Court	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

Lien - Tax Lien

Filing Date	10/11/2024
Filing Number	24JG075884
status	Open
Date Status Attained	10/11/2024
Received Date	11/26/2024
Amount	3,592 (USD)
Debtors	TD SYNNEX CORPORATION
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

Lien - Tax Lien

Filing Date	09/16/2024

Filing Number	202409160095992
status	Open
Date Status Attained	09/16/2024
Received Date	10/24/2024
Amount	1,153 (USD)
Debtors	SYNNEX CORPORATION, GROVE CITY, OH
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY RECORDER OF DEEDS, COLUMBUS, OH

Lien - Tax Lien

Filing Date	08/21/2024
Filing Number	DJ 097182 24
status	Open
Date Status Attained	08/21/2024
Received Date	10/25/2024
Amount	95,239 (USD)
Debtors	TD SYNNEX CORPORATION, CLEARWATER, FL
Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	07/25/2024
Filing Number	DJ 084798 24
status	Open
Date Status Attained	07/25/2024
Received Date	10/25/2024
Amount	13,871 (USD)
Debtors	TD SYNNEX CORPORATION, CLEARWATER, FL
Creditors	DIV OF TAXATION
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	06/19/2024
Filing Number	DJ 067998 24
status	Open
Date Status Attained	06/19/2024
Received Date	10/25/2024
Amount	19,832 (USD)
Debtors	TECH DATA CORPORATION, CLEARWATER, FL

Creditors	DIV OF EMPLOYER ACCOUNTS
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

Lien - Tax Lien

Filing Date	06/06/2024
Filing Number	248914558
status	Release
Date Status Attained	09/27/2024
Received Date	10/18/2024
Amount	3,129 (USD)
Debtors	SYNNEX CORPORATION, GREENVILLE, SC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT

Lien - Tax Lien

Filing Date	10/03/2023
Filing Number	236933493
status	Release
Date Status Attained	09/27/2024
Received Date	10/18/2024
Amount	208 (USD)
Debtors	SYNNEX CORPORATION, GREENVILLE, SC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT

Suit

Filing Date	09/26/2023
Filing Number	23CV006799
status	Pending
Date Status Attained	09/26/2023
Received Date	11/02/2023
Plaintiffs	RIDOUANE S HAMANI
Defendant	TD SYNNEX CORPORATION, COLUMBUS, OH
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

Suit

Filing Date	01/23/2023
Filing Number	23LA 62
status	Dismissed

Date Status Attained	07/27/2023
Received Date	11/26/2024
Amount	50,001 (USD)
Plaintiffs	GALLEGOS JOSE
Defendant	TD SYNNEX CORP, ROMEOVILLE, IL
Court	WILL COUNTY CIRCUIT COURT, JOLIET, IL

Suit

Filing Date	03/23/2020
Filing Number	20L 250
status	Pending
Date Status Attained	03/23/2020
Received Date	03/31/2020
Amount	50,000 (USD)
Plaintiffs	STEGMAJER STEVEN
Defendant	SYNNEX CORP
Court	WILL COUNTY CIRCUIT COURT, JOLIET, IL

UCC Filing - Amendment

Filing Date	05/29/2024
Filing Number	2024 3592548
Received Date	12/07/2024
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	05/29/2024
Filing Number	2024 3592647
Received Date	12/07/2024
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	05/17/2023
Filing Number	2023 3688644
Received Date	10/24/2023
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	02/22/2022
Filing Number	2022 1559178
Received Date	04/22/2022
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products
Secured Party	MUFG BANK, LTD., NEW YORK, NY
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	12/23/2021
Filing Number	2021 0531763
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	12/23/2021
Filing Number	2021 0531698
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - and OTHERS

Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DEMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	12/23/2021
Filing Number	2021 0531482
Received Date	03/29/2022
Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Computer equipment including proceeds and products - and OTHERS
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	12/23/2021
Filing Number	2021 0491141
Received Date	03/29/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	12/22/2021
Filing Number	2021 0491059
Received Date	03/29/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT

Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	12/22/2021
Filing Number	2021 0491329
Received Date	03/29/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Secured Party	THE TORONTO-DOMINION BANK, AS ADMINISTRATIVE AGENT, TORONTO
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	10/26/2021
Filing Number	2021 8569015
Received Date	01/24/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/25/2021
Filing Number	2021 8543507
Received Date	01/07/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/25/2021
Filing Number	2021 8543580

Received Date	01/07/2022
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/25/2021
Filing Number	2021 8543416
Received Date	01/07/2022
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH), AS ADMINISTRATIVE AGENT
Debtors	TD SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	07/20/2021
Filing Number	21006875903O
Received Date	07/27/2021
Collateral	All Assets including proceeds and products
Secured Party	MCKESSON CORPORATION, FOR ITSELF AND AS COLLATERAL AGENT FOR EACH OF ITS AFFILIATES, JACKSONVILLE, FL
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Amendment

Filing Date	09/05/2018
Filing Number	2018 6125088
Received Date	09/28/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT, NEW YORK, NY
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	09/05/2018
Filing Number	2018 6125195
Received Date	10/02/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	09/05/2018
Filing Number	2018 6124727
Received Date	09/28/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT, NEW YORK, NY
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	09/05/2018
Filing Number	2018 6124941
Received Date	10/02/2018
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804817
Received Date	12/09/2016
Original Filing Date	10/30/2003
Original Filing Number	2003 2852757

Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804775
Received Date	12/09/2016
Original Filing Date	10/30/2003
Original Filing Number	2003 2852682
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION, FREMONT, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/03/2016
Filing Number	20166804890
Received Date	12/21/2016
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/03/2016
Filing Number	20166804304
Received Date	12/09/2016
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/15/2011
Filing Number	2011 4478320
Received Date	01/10/2012
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	NOVA SCOTIA, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	08/13/2011
Filing Number	2011 3517219
Received Date	11/15/2011
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, N.A.
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	11/18/2010
Filing Number	2010 4068072
Received Date	12/08/2010
Collateral	Inventory and proceeds - Account(s) and proceeds - Computer equipment and proceeds - General intangible(s) and proceeds - Chattel paper and proceeds
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	11/18/2010
Filing Number	2010 4059535
Received Date	12/08/2010
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242

Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Secured Party	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT, NEW YORK, NY
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	01/26/2009
Filing Number	2009 0272267
Received Date	02/25/2009
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Assignment

Filing Date	01/26/2009
Filing Number	2009 0249869
Received Date	08/18/2010
Original Filing Date	02/13/2007
Original Filing Number	2007 0579242
Secured Party	BANK OF AMERICA, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Secured Party	GENERAL ELECTRIC CAPITALCORPORATION, AS ADMINISTRATIVE AGENT
Debtors	SYNNEX CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	02/13/2007
Filing Number	2007 0579242
Received Date	05/21/2007
Collateral	Account(s) and proceeds - Computer equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	SIT FUNDING CORPORATION, FREMONT, CA
Debtors	SYNNEX CORPORATION
Assignee	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT, NORWALK, CT
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

Currency: All figures in USD unless otherwise stated

There are no Special Events recorded for this business.

Financials - D&B

Currency: All figures in USD unless otherwise stated

Financials

FINANCIAL STATEMENT COMPARISON



	Fiscal Consolidated 11/30/2024 In Thousands	Fiscal Consolidated 11/30/2023 In Thousands	Fiscal Consolidated 11/30/2022 In Thousands	Last 3 years
Current Assets	21,324,696	20,084,436	20,500,865	
Current Liabilities	17,221,235	16,738,762	16,428,721	
Tangible Net Worth	8,035,434	8,183,182	8,025,506	
Sales	58,452,439	57,555,416	62,343,810	
Net Income	689,091	626,911	651,307	
Current Ratio	1.24	1.2	1.25	
Working Capital	4,103,461	3,345,674	4,072,144	
Other Assets	8,949,783	9,328,378	9,233,133	

Long Term Liabilities	5,017,810	4,490,870	5,279,771

Fixed assets shown net less $359,559,000 depreciation.
Explanations: The net worth of this company includes intangibles.

Financials

Currency: All figures in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	**Fiscal 11/30/2024**
Receivables From Vendors-Net	USD 958,105
Accounts Receivable	USD 10,341,625
Cash	USD 1,059,378
Other Current Assets	USD 678,540
Inventory	USD 8,287,048
Total Current Assets	USD 21,324,696

Long Term Assets	**Fiscal 11/30/2024**
Intangible Assets-Net	USD 3,912,267
Property, Plant, Fixtures & Equipment	USD 457,024
Goodwill	USD 3,895,077
Other long term assets	USD 685,415
Total Assets	USD 30,274,479

Liabilities

Total Current Liabilities	**Fiscal 11/30/2024**
Accruals	USD 1,966,036
Borrowings	USD 171,092
Accounts Payable	USD 15,084,107
Total Current Liabilities	USD 17,221,235

Long Term Liabilities	**Fiscal 11/30/2024**
Long-Term Borrowings	USD 3,736,399
ACCUM OTHER COMPREHENSIVE LOSS	(USD 645,117)
TREASURY STOCK	(USD 1,513,017)
Common Stock	USD 99
Deferred Tax Liabilities	USD 812,763
Other Long Term Liabilities	USD 468,648
Retained Earnings	USD 2,755,781

Long Term Liabilities	Fiscal 11/30/2024
Additional Paid In Capital / Capital Surplus	USD 7,437,668
Total Liabilities & Net Worth	USD 30,274,479

PROFIT AND LOSS INFORMATION

Date	Description
11/30/2024	Sales $58,452,436,000; cost of goods sold $54,471,130,000. Gross profit $3,981,306,000; operating expenses $2,787,095,000. Operating income $1,194,211,000; other expenses $328,176,000; net income before taxes $866,035,000; Federal income tax $176,944,000. Net income $689,091,000.

Financial Ratios

Currency: All figures in USD unless otherwise stated

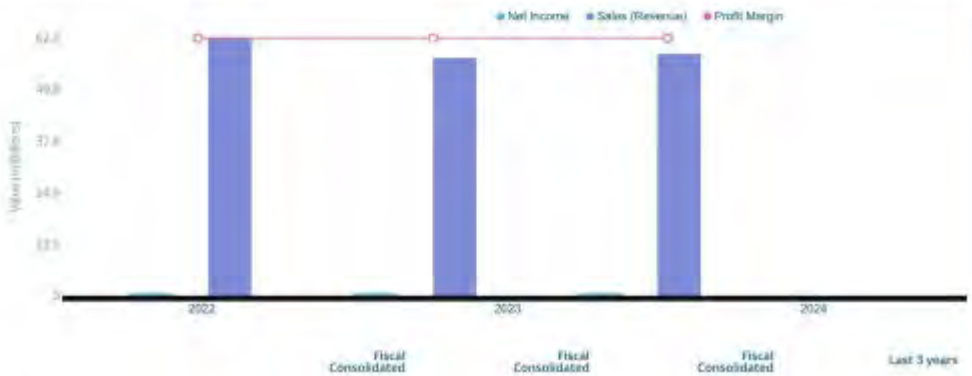
KEY BUSINESS RATIOS

Statement date	Based on Number of Establishments
11/30/2024	12

	Ratio for the business	Industry Median	Industry Quartile
Profitability			
Return On Assets	2.3	3.1	3
Return on Net Worth	8.6	6.6	2
Return on Sales	1.2	3.1	3
Short Term Solvency			**Efficiency**
Accounts Payable to Sales	25.8	7.5	1
Assets Over Sale	51.8	90.9	4
Collection Period	64.6	7.0	1
Sales to Inventory	7.1	5.8	2
Sales Over Net Working Capital	14.2	9.2	1
Utilization			
Total Liabilities Over Net Worth	276.8	160.0	1

Income Statement

Currency: All figures in USD unless otherwise stated

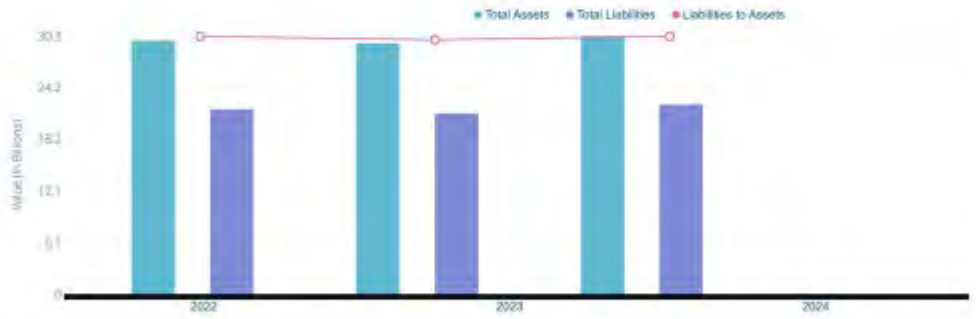


	11/30/2024	11/30/2023	11/30/2022	
Sales (Revenue)	58,452,436,000	57,555,416,000	62,343,810,000	
Cost of Revenue	54,471,130,000	53,598,587,000	58,443,611,000	
Gross Profit	**3,981,306,000**	**3,956,829,000**	**3,900,199,000**	
Sales and General Admin	2,715,781,000	2,672,562,000	2,627,007,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	71,314,000	206,235,000	222,319,000	
Other Operating Items	-	-	-	-
Operating Income	1,194,211,000	1,078,032,000	1,050,873,000	
Net Total Other Income and Expenses	(8,718,000)	(206,000)	(1,165,000)	
Earnings Before Interest and Taxes	1,185,493,000	1,077,826,000	1,049,708,000	
Interest Expense	319,458,000	288,318,000	222,578,000	
Earnings Before Tax	866,035,000	789,508,000	827,130,000	
Income Tax Expense	176,944,000	162,597,000	175,823,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	689,091,000	626,911,000	651,307,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	**689,091,000**	**626,911,000**	**651,307,000**	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	689,091,000	626,911,000	651,307,000	

Balance Sheet

Currency: All figures in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



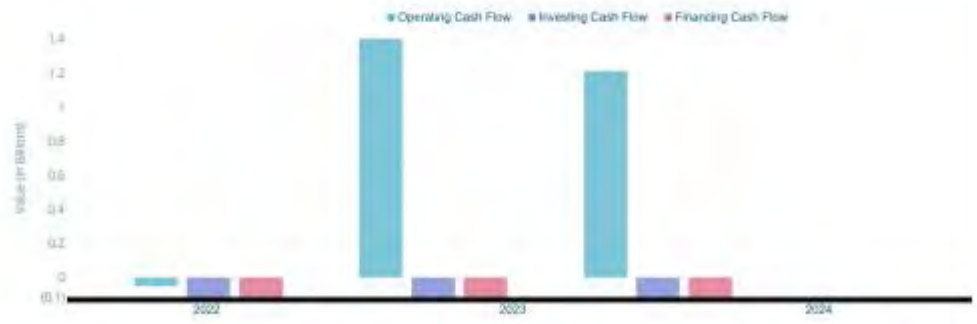
Assets	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Trends
Cash and Cash Equivalents	1,059,378,000	1,033,776,000	522,604,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	11,299,730,000	11,262,148,000	10,240,134,000	
Inventory	8,287,048,000	7,146,274,000	9,066,620,000	
Other Current Assets	678,540,000	642,238,000	671,507,000	
Total Current Assets	**21,324,696,000**	**20,084,436,000**	**20,500,865,000**	
Fixed Assets	457,024,000	450,024,000	421,064,000	
Long Term Investments	-	-	-	-

Deferred Long Term Asset Charges				-
Other Assets	685,415,000	729,870,000	585,342,000	
Goodwill	3,895,077,000	3,904,170,000	3,803,850,000	
Total Assets	**30,274,479,000**	**29,412,814,000**	**29,733,998,000**	
Accumulated Amortization	-	-	-	-
Intangible Assets	3,912,267,000	4,244,314,000	4,422,877,000	
Liabilities	**Fiscal Consolidated 11/30/2024**	**Fiscal Consolidated 11/30/2023**	**Fiscal Consolidated 11/30/2022**	**Trends**
Accounts Payable	17,050,143,000	15,755,177,000	16,160,593,000	
Short Term and Current Long Term Debt	171,092,000	183,585,000	268,128,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	**17,221,235,000**	**16,738,762,000**	**16,428,721,000**	
Long Term Debt	3,736,393,000	3,099,193,000	3,835,665,000	
Deferred Long Term Liability Charges	812,763,000	893,021,000	942,250,000	
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	468,648,000	498,656,000	501,856,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	**22,239,045,000**	**21,229,632,000**	**21,708,492,000**	
Shareholder's Equity	**Fiscal Consolidated 11/30/2024**	**Fiscal Consolidated 11/30/2023**	**Fiscal Consolidated 11/30/2022**	**Trends**
Preferred Stocks	0	0	0	-
Common Stocks	99,000	99,000	99,000	
Retained Earnings	2,755,781,000	2,204,771,000	1,708,234,000	
Treasury Stocks	1,513,017,000	949,714,000	337,217,000	
Capital Surplus	7,437,688,000	7,435,274,000	7,374,100,000	
Other Equity	(645,117,000)	(507,248,000)	(719,710,000)	
Total Equity	**8,035,434,000**	**8,183,182,000**	**8,025,506,000**	

Cash Flow

Currency: All figures in USD unless otherwise stated

CASH FLOW



	Fiscal Consolidated 11/30/2024	Fiscal Consolidated 11/30/2023	Fiscal Consolidated 11/30/2022	Last 3 years
Depreciation	407,532,000	418,315,000	463,365,000	
Net Income Adjustments	43,685,000	35,396,000	42,629,000	
Changes in Liabilities	1,930,252,000	(971,347,000)	2,375,952,000	

Changes in Accounts Receivables	202,221,000	783,676,000	1,256,753,000	
Changes in Inventories	1,214,505,000	(2,032,202,000)	2,636,759,000	
Changes in Other Operating Activities	436,310,000	(49,972,000)	(310,655,000)	
Net Cash Flows - Operating Activities	1,217,724,000	1,407,373,000	(49,604,000)	
Capital Expenditures	175,112,000	150,007,000	117,649,000	
Investments	14,840,000	556,000	-0	
Other Cash Flows from Investing Activities	(3,886,000)	(5,848,000)	1,541,000	
Net Cash Flows - Investing Activities	(193,838,000)	(156,411,000)	(115,508,000)	
Dividends Paid	138,081,000	130,374,000	114,946,000	
Sale and Purchase of Stock	(599,896,000)	(611,813,000)	(116,782,000)	
Net Borrowings	(176,551,000)	(25,142,000)	(32,136,000)	
Other Cash Flows from Financing Activities	(24,703,000)	(18,551,000)	(11,727,000)	
Net Cash Flows - Financing Activities	(953,100,000)	(785,880,000)	(275,591,000)	
Effect of Exchange Rate	(45,184,000)	45,838,000	(31,354,000)	
Change in Cash and Cash Equivalents	25,602,000	510,920,000	(472,057,000)	

Company Profile

Currency: All figures in USD unless otherwise stated

COMPANY OVERVIEW

D-U-N-S

Mailing Address
UNITED STATES

Annual Sales

Legal Form

Telephone

Net Worth

History Record

Website
www.tdsynnex.com

Employees

Date Incorporated

Present Control Succeeded

Age (Year Started)

Business Commenced On

SIC

Named Principal

State of Incorporation
DELAWARE

NAICS

Line of Business

Ownership



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2023-06-14
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	TD SYNNEX CORPORATION
Corporation Type	Unknown
State of Incorporation	DELAWARE

Date Incorporated	09/04/2003
Registration ID	3699364
Registration Status	GOOD STANDING
Date Status Attained	12/10/2021
Filing Date	09/04/2003
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	THE CORPORATION TRUST COMPANY
Address	CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE, 19801US03

PRINCIPALS

Officers

PATRICK ZAMMIT, PRES-CEO+
ANN F VEZINA, CHB+
MARSHALL WITT, CFO
JOHN HENRY, CAO
DAVID VETTER, CLO
SIMON LEUNG, CEC

Directors

DIRECTOR(S): The officers identified by (+) and Kathleen Crusco, Ting Herh, Richard Hume, Kenneth Lamneck, Nayaki R Nayyar, Dennis Polk, Claude Pumilia and Merline Saintil

COMPANY EVENTS

The following information was reported on: 02/11/2025

The Delaware Secretary of State business registrations file showed that TD SYNNEX Corporation was registered as a Corporation on September 4, 2003, under the file registration number 3699364.

Business started 1980.

The company (SYNNEX) has been in business since 1980. The company was originally incorporated in the State of California as COMPAC Microelectronics, Inc., in November 1980, and changed its name to SYNNEX Information Technologies, Inc. in February 1994. The company later reincorporated in the State of Delaware under the name of SYNNEX Corporation in October 2003.

SPIN-OFF.

On December 1, 2020, the company completed the previously announced separation of its customer experience services business (the Separation), in a tax-free transaction for federal income tax purposes, which was accomplished by the distribution of one hundred per cent of the outstanding common stock of Concentrix Corporation (Concentrix) to SYNNEX stockholders as of the close of business on November 17, 2020, the record date for the distribution. After the Separation, SYNNEX does not beneficially own any shares of Concentrix' common stock. Beginning December 1, 2020, the company will no longer be consolidating Concentrix within its financial results or reflect the financial results of Concentrix within its continuing results of operations.

On October 22, 2021, the company filed with the Secretary of State of the State of Delaware a Certificate of Amendment to the company's Restated Certificate of Incorporation to change its corporate name from SYNNEX Corporation to TD SYNNEX Corporation, effective November 3, 2021.

The company's common stock is traded on the New York Stock Exchange (NYSE) under the symbol "SNX". As of January 15, 2025, there were approximately 2,250 stockholders of record. As of February 3, 2025, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: The Vanguard Group (9.1%); FMR LLC (8.8%); BlackRock, Inc. (8.1%) and MITAC Holdings Corporation and affiliated entities (5.7%). As of the same date, officers and directors as a group beneficially owns 1.0% of the outstanding shares.

PATRICK ZAMMIT. Antecedents not available.

ANN F VEZINA. Antecedents not available.

MARSHALL WITT. Antecedents not available.

JOHN HENRY. Antecedents not available.

DAVID VETTER. Antecedents not available.

SIMON LEUNG. Antecedents not available.

SUBSIDIARY BANKRUPTCY

During 1999-2000, the company invested $6.5 million in the equity capital of eManage.com, or eManage. During fiscal 2000, eManage also received equity investments, totaling $5.7 million, from its management, as well as from executive officers of the company, affiliates of the company and unrelated investors.

As a result of SYNNEX Information Technologies' majority ownership of eManage, financial results were consolidated in financial statements. eManage was unable to compete profitably and eventually filed for bankruptcy in November 2000. In addition to a $6.5 million loss on investment, the company incurred a loss of $3.4 million on accounts receivable due from eManage at the time of the bankruptcy filing., eManage ceased all operations in February 2001.

AFFILIATES: The following are related through common principals, management and/or ownership: Apollo Global Management, Inc., New York, NY. Started '1990'. DUNS #119509953. Operates as: investment advisory service provider.

MiTAC International Corporation, Lake Forest, CA. Started '2010'. DUNS #039731066.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02/11/2025

Business Information

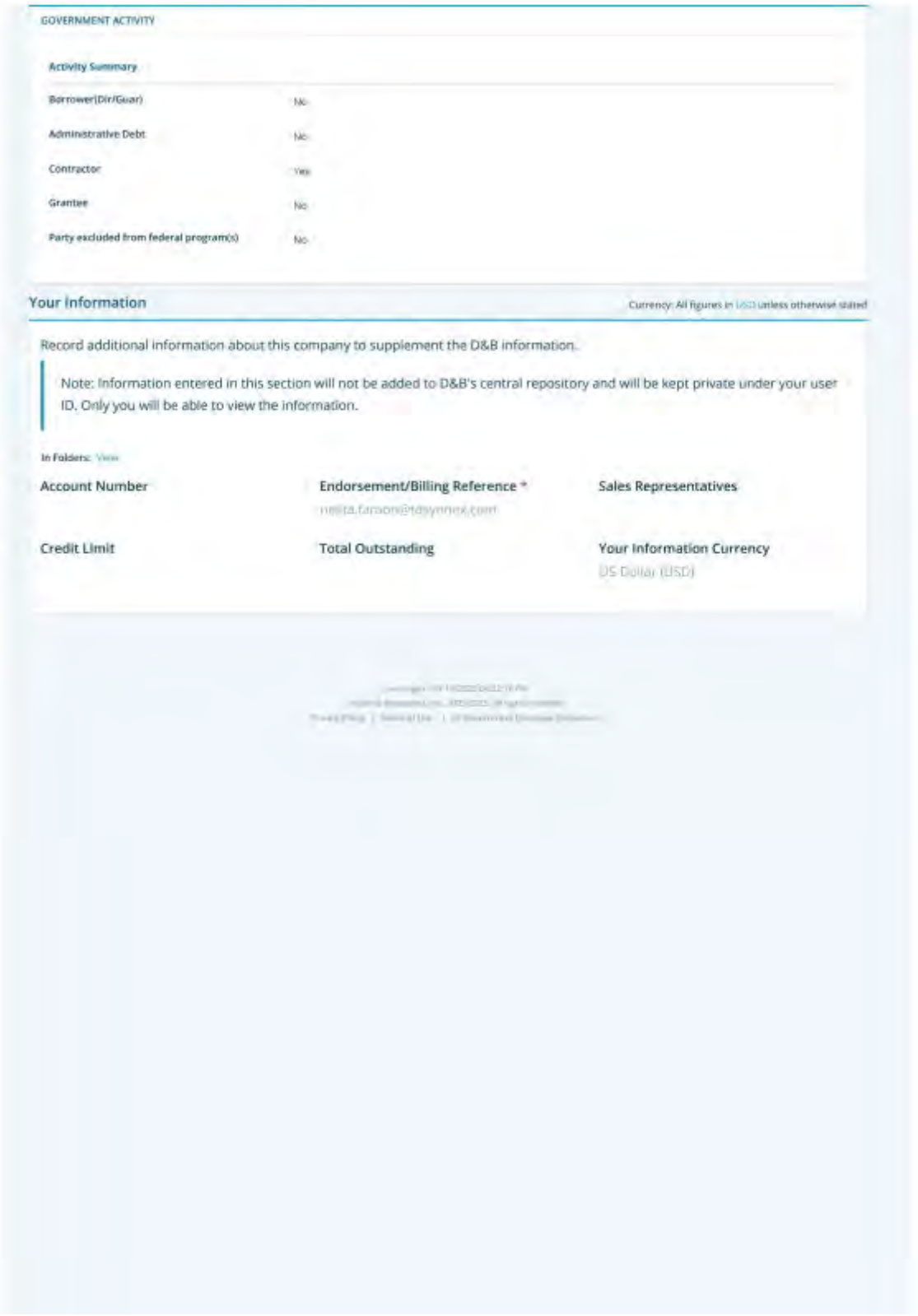
Trade Names	TD SYNNEX; TECH DATA
Description	The company operates as a distributor and solutions aggregator for the information technology (IT) ecosystem. The company offers personal computing devices and peripherals, mobile phones and accessories, printers, supplies, and endpoint technology software; and data center technologies, such as hybrid cloud, security, storage, networking, servers, technology software, and converged and hyper-converged infrastructure, as well as computing components. It also provides systems design and rack integration, build-to-order, and configure-to-order assembly; and thermal testing, power-draw testing, burn-in, and quality and logistics support. In addition, the company offers outsourced fulfillment, virtual distribution, and direct ship to end-users; shipping documents generation, multi-level serial number tracking, and configured products and online order and shipment tracking, as well as turn-key logistics solutions. Further, it provides public cloud solutions in productivity and collaboration, IaaS, or Infrastructure as a Service, PaaS, or Platform as a Service, SaaS, or Software as a Service, security, mobility, IoT, and other hybrid solutions. Additionally, the company offers online services; provides net terms, third party leasing, floor plan financing, and letters-of-credit backed financing and arrangement; and leases products and provides device-as-a-service, as well as offers direct mail, external media advertising, reseller product training, targeted telemarketing campaigns, national and regional trade shows, trade groups, database analysis, print on demand services, and web-based marketing. Terms are Net 20 days and Net 30 days and COD (domestic sales)and letter of credit (foreign sales). Sells to commercial concerns. Territory : International.
Employees	23,000 which includes officer(s). 150 employed here. As of November 30, 2024, the company uses temporary or contract workers who totaled approximately 5,000, on a full-time equivalent basis.
Financing Status	Secured
Financial Condition	Good
Seasonality	The company's operating results are affected by the seasonality of the IT products industry. The company have historically experienced slightly higher sales in their first and fourth fiscal quarters due to patterns in capital budgeting, federal government spending and purchasing cycles of their customers and end-users. These historical patterns may not be repeated in subsequent periods.
Tenure	Owns
Facilities	Owns premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5734	Rtl computers/software	
57340000	Computer and software stores	
57340100	Computer peripheral equipment	
73730000	Computer integrated systems design	

NAICS Codes	NAICS Description
449210	Electronics and Appliance Retailers
449210	Electronics and Appliance Retailers
541512	Computer Systems Design Services



GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Your Information

Currency: All figures in USD unless otherwise stated

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	[redacted]	
Credit Limit	Total Outstanding	Your Information Currency
		US Dollar (USD)

E. Describe any green or environmental initiatives or policies.

TD SYNNEX has a Corporate Citizenship Report which addresses our environmental and green commitments, initiatives and policies. It can be found here: TD SYNNEX FY2023 Corporate Citizenship Report, plus it has been added under "Response Attachments" Tab, "Other Attachments".



Environmental Commitments

Our goal is to help build a healthier planet and develop a more sustainable approach to doing good business. To do this, we are committed to setting emissions-reduction targets in our own operations, increasing our sustainability initiatives and supporting our customers and vendors to reduce the impact of technology products. Our environmental commitments include:

Science Based Targets Initiative (SBTi)
Following validation from SBTi, we are proud to commit and work toward achieving the following science based targets:

By 2028:
- 90% of our suppliers by spend covering purchased goods and services will have science-based targets.
- 58% of our customers by revenue covering use of sold products will have science-based targets.

By 2030:
- Reduce absolute Scope 1 & 2 GHG emissions by 42%.[2]

By 2045:
- Reach net-zero GHG emissions across the value chain.[3]

Additional Goals:
- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Further deploy Environmental Management Systems such as the International Organization for Standardization (ISO) 14001.[4]

Learn more about our progress on environmental commitments.

Social Commitments

Our commitment to our co-workers and our communities is essential to our success. To support them, we are dedicated to increasing co-worker engagement, expanding representation in our workforce and partner ecosystem and empowering underserved communities by helping to bridge the digital divide. Our social goals include:

By 2025:
- Increase representation of underrepresented groups in our workforce.
- Double co-worker participation in our BRGs.

By 2030:
- Increase representation of those who identify as women to 50% of our workforce and 40% of our people leaders.

Additional goals:
- Increase the diversity of our partner ecosystem.
- Help bridge the digital divide by providing devices, digital skills training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people.

Learn more about our progress on social commitments.

[2] Reduction is based on a 2022 base year.
[3] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.
[4] ISO 14001 refers to the set of standards put forward by the International Organization for Standardization focused on environmental management systems.

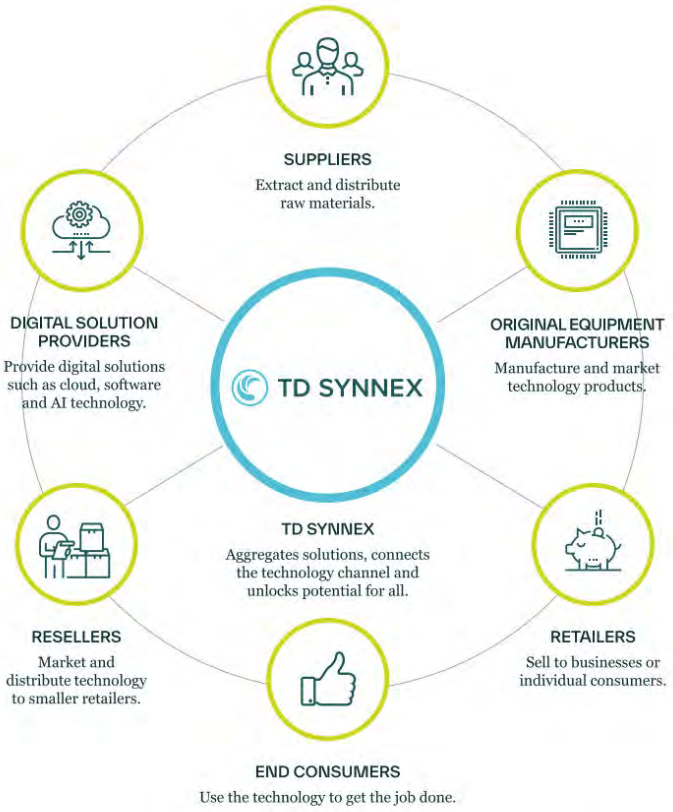
TD SYNNEX 2023 Corporate Citizenship Report 8

Transforming the Technology Ecosystem

The technology ecosystem is as complex as it is critical, requiring specialized expertise from across the landscape. TD SYNNEX sits in the middle of it all, connecting more than 150,000 reseller customers with 2,500+ best-in-class technology vendors, ideally positioned to orchestrate and influence the future of sustainability industrywide.

In order to support innovation and solutions that enrich the way we live and work, TD SYNNEX acts as a connector between manufacturers, suppliers, solutions providers and the rest of the market. We also support resellers and retailers that are further down the supply chain to scale their businesses and respond to rapid changes in the market.

The technology business partner ecosystem is alive with connections that inspire innovation, creative solutions and partnerships that enrich the way we live and work. The diverse partnerships we foster give us a unique perspective, which we leverage to deliver value ecosystem-wide. While our greatest impact potential is in providing product use and end-of-life solutions, we also seek to drive change by providing educational opportunities and industry insights.



10 Ways TD SYNNEX Is Reducing Our Carbon Footprint Around the World

1. Shifting to energy-efficient lighting, such as zone lighting and LEDs
2. Implementing temperature regulation at our data centers and facilities
3. Adopting energy-efficient servers such as those used in Singapore
4. Investing in energy-efficient conveyor systems at our North American logistics centers
5. Introducing green transportation, through practices like load optimization and by investing in electric vehicles and charging stations
6. Installing solar panels including several large-scale projects in the U.S.
7. E-waste and recycling programs at facilities throughout the U.S. and Europe
8. Minimizing waste-to-landfill by reusing and optimizing packaging, donating office furniture and avoiding single-use office products
9. Leveraging partnerships, including with the University of South Florida to optimize our Clearwater headquarters
10. Environmental progress, including an EcoVadis assessment, ISO 14001 certification and Hong Kong Green Organization certification

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

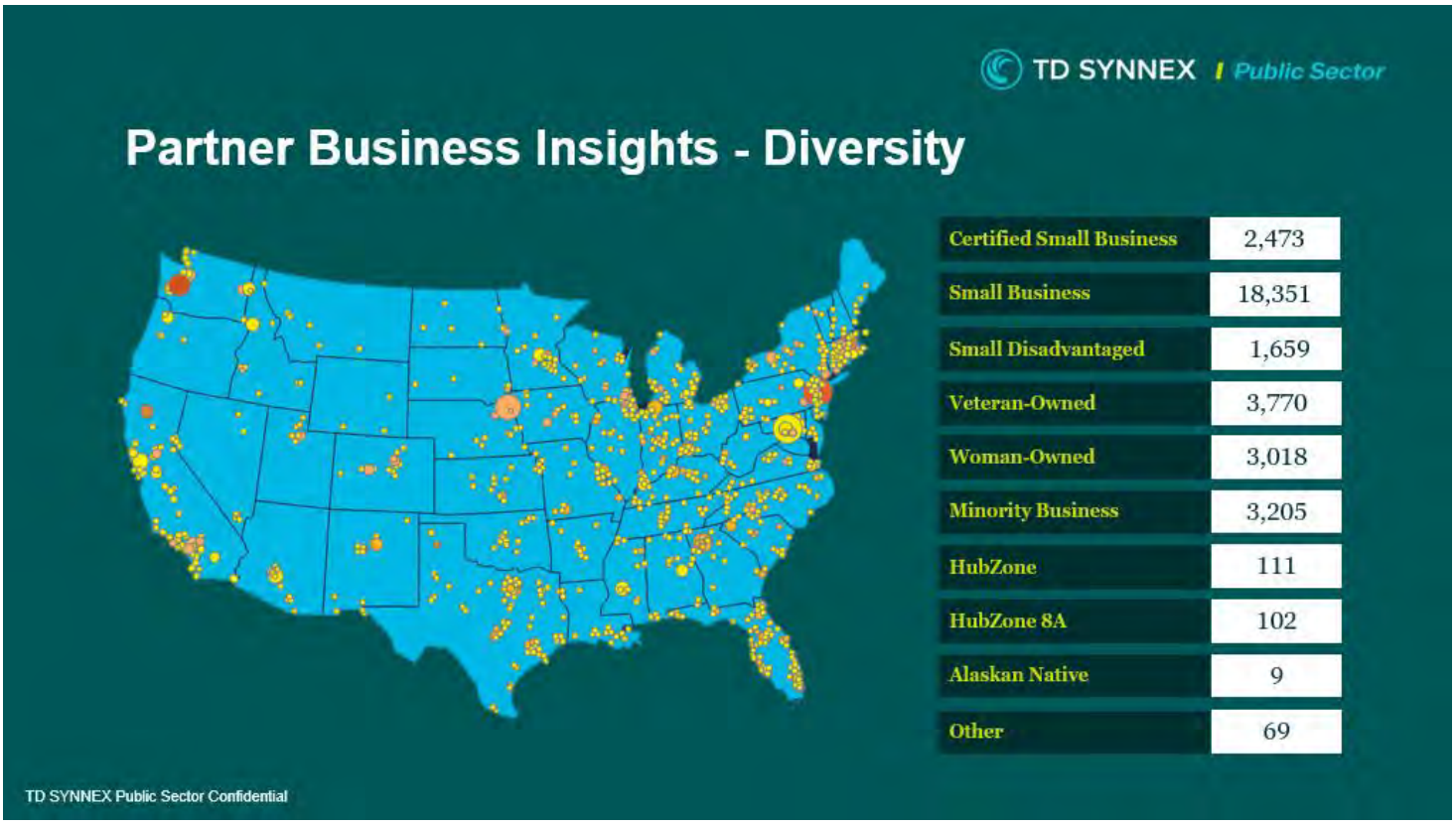
TD SYNNEX has developed a program for engagement of our small business partners entitled “Diversity Alliance Program (DAP)”. The purpose of this program is to make tools, solutions and discounts available to this small business 8(a) community to help put them on a level playing field to compete with the larger and more established solution providers. Our DAP community has members with a variety of certifications including Small Businesses, Woman-Owned,

Minority-Owned, HUBZone, and Service-Disabled Veteran Owned. Government agencies can reach their small business goals with their ability to source from small, local resellers.

The DAP program was designed to promote collaboration amongst partners, enabling them to win more business through diversity status and collaboration. This program has grown double-digits year over year both in revenue and participating members. Additionally, the program is a valued resource for our manufacturer partners to help find net-new resellers and meet the requirements for certain state statutes for small 8(a) businesses. Furthermore, reseller members can take advantage of an extensive list of exclusive program benefits. As a result, the Members in the program continue to see YoY growth. Our Diversity Alliance Partners will be happy to provide their certifications upon request.

- Diversity Alliance Program members have access to the following tools and benefits: Exclusive rebates from participating manufacturers.
- Discounted TD SYNNEX integration discounts.
- Discounted financing tools such as escrow agreements, blind lock box, and extended terms.
- Inclusion in the TD SYNNEX Strategic Partner Database, a tool designed to help our reseller partners, both large and small, develop strategic relationships with each other. The tool encourages collaboration amongst DAP members, allowing them to expand their resources.
- Frequent networking opportunities with other small-business partners and diversity-focused manufacturer partners at SYNNEX-sponsored events.
- Member Reporting Tools: Access to a variety of sales and SPIFF reporting tools to keep track of multiple vendor promotions.
- Discounted fees for contract orders that are classified as new business opportunities.

Please review the locations of our DAP partners below:



G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise
☐Yes ☒No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐Yes ☒No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐Yes ☒No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)
☐Yes ☒No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐Yes ☒No
If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

TD SYNNEX has a broad spectrum of reseller partners across the US, from large business to small businesses. Our Public Sector Program allows for the resellers to utilize our vast array of resources; contracts, bid support, vetted solutions, grants, business intelligence tools, integration, financing options and marketing support. TD SYNNEX is a large business and does not hold a diversity status.

TD SYNNEX actively recruits SLED focused resellers across the US to become authorized dealers on the OMNIA Partners contract. TD SYNNEX only authorizes resellers with active TD SYNNEX accounts in good standing. These resellers are then fully trained on the contract Terms and Conditions and must sign a contract Dealer Agreement with TD SYNNEX confirming they will adhere to the Ts & Cs (example agreement included with this submission). TD SYNNEX ServiceSolv team will continue working with the authorized resellers throughout the life of the contract through ongoing training, business development, compliance audits, etc. As they grow with TD SYNNEX, many are added to the DAP program which supports diversity status partners. Our resellers that hold diversity status certifications will be more than willing to provide the documentation as requested. TD SYNNEX also works with Supplier.io to third party verify socioeconomic status the resellers hold.

I. Describe how supplier differentiates itself from its competitors.

Navigating the U.S. public sector market presents a wealth of growth opportunities. TD SYNNEX Public Sector consistently leads the market. In such a highly competitive environment, having a dedicated partner to develop and implement a strong strategy is crucial for the consistent success and long-term sustainability of your U.S. public sector business ventures. TD SYNNEX Public Sector is your trusted partner to accelerate your public sector growth.
Our teams of Public Sector experts help technology companies and channel partners accelerate their public sector growth through government aggregation services.

TD SYNNEX | Public Sector

TD SYNNEX Public Sector breaks down the barriers to entry and helps technology companies and channel partners capture their share of the public sector market through the TD SYNNEX Public Sector Difference - a complete set of value-added services designed to accelerate public sector growth. We've aligned our Sales, Marketing, and Market Intelligence resources around six strategic technology domains to mirror the way the public sector buys technology, and how technology companies, resellers, and channel partners go to market.

We've aligned our Sales, Marketing, and Market Intelligence resources around six strategic technology domains to mirror the way the public sector buys technology, and how technology companies, resellers, and channel partners go to market.

TD SYNNEX Public Sector Difference includes:

- Market and Domain Knowledge: Intelligence and Expertise
- Dedicated Chief Technologist
- Public Sector Intelligence Gathering Capability and Analyst Team
- 10,000+active Public Sector Accounts
- Technology Domain Approach
- Strategic Memberships
- Market Intelligence Portal
- Technology Domain Frameworks
- Strategic Subscriptions
- Marketing: Tech Domain-Based Strategies
- Domain-Centric Marketing
- Customer Outreach Programs
- Message Amplification
- Content Creation and Management
- Demand Generation Programs
- Turn-key Strategic Events
- Campaign Analytics
- Managed Marketing Services
- Public Sector Marketing Database
- Sales Acceleration: Sales and Lifecycle Support
- Strategic Cross-Sell/Up-sell
- In-house Sales Development Representative Team
- Agency Adoption and Consumption Focus
- Channel Enablement: Enablement Services
- ITAR WL Stateside Support
- WL Confirmed Stateside Support
- Predictive Buying
- Consultative Marketing
- Cyber Shield and Zero Trust
- Access to Cleared Resources
- Technical Expertise: Innovation/Specialization
- DLT Office of the Chief Technology Officer Value Services
- NIACSIO, AFCEA, Memberships, ICIT
- CyberRange Access
- GovHub
- Emerging tech GTM and support
- Multiple Other Transaction Authorities (OTA) consortium members
- Procurement Vehicles: Specialized Contracts

- $1B in contracts revenue
- Vendor program evaluation and support
- Technical Acumen and Program Advancement
- Market ready services and support offerings
- Contracts including but not limited to:
- Department of Homeland Security
- Army CHESS
- NASA SEWP

TD SYNNEX Public Sector is the premier Public Sector Solutions Aggregator committed to accelerating growth for technology companies and their channel partners.

The TD SYNNEX Public Sector Difference for Channel Partners

- Public Sector Market Knowledge - For over 30 years, TD SYNNEX Public Sector has focused solely on the public sector. We provide your business with access to in-house subject matter experts aligned with specific technology domains to use our market intelligence to drive informed sales and marketing strategies.
- Technology Domain Expertise
- Customer Market Intelligence
- Actional Sales and Marketing
- Cloud Navigator Program - TD SYNNEX Public Sector has a program to help you maximize cloud profitability while reducing risk and operating expense
- Comprehensive Cloud Management Platform
- Accelerated Clout Profitability
- Customized Cloud “Flight Plans”
- Channel Enablement and Growth – TD SYNNEX Public Sector offer OEM training and education that provides your business with in-depth knowledge on specific products and channel programs, deal registration, and access to a robust selection of in-house contracts, all of which will expedite your road to increased profitability.
- OEM Training and Education
- Contract Vehicle Access
- Partner Relationship Management Portal
- Technical Expertise - TD SYNNEX Public Sector has a team of in-house, experienced software engineers that have deep OEM product knowledge and the capability to provide ITAR compliant, US Citizen/US Soil Confirmed Stateside Support.
- Pre-sales Engineering
- Confirmed Stateside Support
- Public Sector Infrastructure - A purpose-built infrastructure designed to win public sector business while reducing your risk and operating expense. This includes our government compliant systems and processes, contract & capture management services, and operational excellence to handle tens of thousands of transactions at scale.
- Purpose-built IT Systems & Processes
- Contract and Capture Management
- Operational Excellence

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

TDS's current SEC filing includes details of legal challenges involved in the courts, and available on-line or upon request.

K. Felony Conviction Notice: Indicate if the supplier.
   a. is a publicly held corporation and this reporting requirement is not applicable.
   b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable

L. Describe any debarment or suspension actions taken against supplier

TD SYNNEX Corporation has not been disbarred or suspended by any suppliers.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

TD SYNNEX Corporation is pleased to offer OMNIA Partner member agencies access to the entire line of Palo Alto Networks, Inc - SLED. (PANW) products. PANW, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transforming the way people and organizations operate. Their mission is "to be the cybersecurity partner of choice, protecting our digital way of life."

Palo Alto Networks Cyber-Security Platform

PANW has pioneered the next generation of security through its innovative platform that empowers enterprises, service providers, and government entities to secure their organizations by safely enabling applications and data running in their networks, on their endpoints, and in the cloud, and by preventing breaches that stem from targeted cyberattacks. PANW's platform uses an innovative traffic classification engine that identifies network traffic by application, user, and content and provides consistent security across the network, endpoint, and cloud. Accordingly, the platform enables end-customers to pursue transformative digital initiatives, like public cloud and mobility, that grow their business, while maintaining the visibility and control needed to protect their valued data and critical control systems. PANW believes the architecture of its platform offers superior performance compared to legacy approaches and reduces the total cost of ownership for organizations by simplifying their security operations and infrastructure and eliminating the need for multiple, stand-alone hardware and software security products, and consists of three primary areas of security capabilities.

PANW is the most comprehensive global cybersecurity provider with more than 85,000 customers we protect globally today, including approximately 90% of US Government Agencies, 70% of the Fortune 500, and more than 80% of the Fortune 100 with the highest customer satisfaction and net promoter scores in the industry. Palo Alto Networks has the proven technology and experience to help the reseller/partners make the shift to next-generation security. We are uniquely qualified to meet the agencies requirements for high-performance security ultimately securing the enterprise and the cloud. Our platform portfolio offers advanced prevention and security, while reducing the total cost of ownership for organizations by improving operational efficiency and eliminating the need for siloed point products. We do this with solutions focused on delivering value in three (3) fundamental areas:

Secure the Enterprise: Secure the network through our Machine Learning (ML)-powered Next-Generation Firewalls (NGFW), available in a number of form factors, including physical, virtual and containerized appliances, as well as a cloud-delivered service, with Panorama management available as an appliance or as a virtual machine (VM) for the public or private cloud. This also includes security services such as Threat Prevention, WildFire, URL Filtering, DNS Security, IoT (Internet of Things) Security, GlobalProtect (GP), Software Defined Wide Area Network (SD WAN), and Data Loss Prevention that are delivered as Software as a Service (SaaS) subscriptions to our ML-powered NGFWs.

PANW is the market leader for Next Generation Firewalls and has deployed NGFWs across large enterprises covering 85,000+ customers including 77% of the Global 2000 and Public Sector environments. In the Federal Government alone, Palo Alto Networks has deployed and implemented over 15,000 NGFWs across the Department of Defense (DoD), Civilian Agencies.

Secure the Cloud: PANW secures the cloud through our Prisma Cloud offering, which is the industry's most comprehensive Cloud Native Security Platform (CNAPP). Prisma Cloud protects applications, data, and the entire cloud native technology stack, throughout the full development lifecycle and across multi- and hybrid- cloud environments. Prisma SaaS protects SaaS applications. Prisma Access is a comprehensive Secure Access Service Edge (SASE) that provides globally distributed networking and security to all your users and applications. Prisma SD-WAN ensures application availability, based on real-time application performance SLAs and visibility, delivers 10x improvement in performance, while eliminating the challenges of packet-based networks. VM-Series and CN-Series next generation firewalls provide inline network security in multi- and hybrid- cloud environments.

Secure the Future: PANW Cortex brings together best-in-class threat detection, prevention, attack surface management and security automation capabilities into one integrated platform. Cortex is the complete product suite for modern security operations, enabling better, faster security operations to stay ahead of future threats. Cortex XSIAM is our rethink in the platform that runs the Security Operations Center (SOC). It is our autonomous security platform that powers the modern SOC. Our extended security intelligence and automation management (XSIAM) is an innovative approach that is automation-first, not human-first like most Security Information and Event Management (SIEMs) and SOCs today. Cortex XSOAR is a comprehensive security orchestration, automation, and response (SOAR) platform that combines case management, intelligent automation and orchestration, and interactive investigation to serve Cyber Protection Teams (CPTs), across the incident lifecycle. Cortex Xpanse is an active attack surface management solution that helps organizations to actively discover, learn about, and respond to unknown risks in all connected systems and exposed services.

Pricing for the PANW SLED Products under the OMNIA Partners contract are using these not-to-exceed discounts based on product categories and the Pricing Files are uploaded

Palo Alto Pricing	% off MSRP
Hardware: 20% off MSRP	20%
Subscriptions (including subscription renewals):	15%
Support (including support renewals):	10%
Professional Services: 0% off MSRP	0%
Labs: 0% off MSRP	0%

TD SYNNEX VALUE-ADDED SOLUTIONS

In addition to the PANW offering, TD SYNNEX Corporation proposes the entire catalog of TD SYNNEX, including, but not limited to:

3D Printers and Accessories, Access Control, Accessories, All In One PCs, Android Phones, Antennas, Audio-Visual Products, AV Furniture, Barcode Readers, Batteries and Battery Chargers, Bridges / Routers, Business Machine Supplies, Cable Accessories, Calculators / Business Machines, Camcorders, Cases and Protective Covers, Chromebooks, Cloud Security, Cloud Software and Solutions, Combined AV Devices, Computer Accessories, Computer Based Training, Computer Mice / Pointing Devices, Consumer Electronics, CPUs / Processors, Creativity Applications, Data center products, Data Management Applications, Desktop Computers, Desktop Supplies, Digital AV Players / Recorders, Digital Cameras, Display Accessories, Display Cables, Dot Matrix Printers, Drones, DVD Players / Recorders, DVRs / Security Storage, Education Applications, Fax Machine Supplies, Fax Machines, Financing Options, Flash USB Drive and Cards, Gaming Accessories, Gaming Console Applications, Gaming Systems, GPS Receivers / GPS Kits, Handheld Devices / PDAs, Hard Disk Drives, Headphones and Microphones, Home / Lifestyle Applications, Home Audio, Hosted Software, Hubs / Switches, Ink Jet Printers, Input Device Accessories, Integration, Internet / Communication Applications, IOT

Solutions, Keyboards / Keypads, KVM Switches and AV Splitters, Laser Printers, Last Mile Services / Solutions, LED Printers, Managed Print, Memory Boards and Card Readers, Modems, Monitors, Motherboards, Multifunction Machines, Netbooks, Network Accessories, Network Adapters, Network Cables, Network Devices, Network Management Tools, Network Service / Support, Network Storage, Notebook / PDA Carrying Cases, Notebook / Tablet PCs, Notebook Computers, Office Furniture, Office Productivity Applications, Office Tools, Operating Systems, Optical / Floppy / Zip Drives, Optical System and Accessories, Other Communication Devices, Output Accessories, Output Device Service / Support, Paper / Labels / Transparencies / Plastic Cards, PC and Network Cameras, PC Carrying Cases, PC Gaming Applications, Photocopier Supplies, Photocopiers, Port Replicators / Docks, Portable Audio, Power Accessories, Power Adapter, Power Cables, Power Distribution Units, Power Supplies, Presentation Supplies, Printer Accessories, Printer Cables, Printer Consumables, Printer Servers, Professional Services, Programming Tools, Projectors, Rack Systems and Accessories, RAM Modules, Read-Only Memory, Reference / Data Sources, Reference Materials and User Manuals, Remote Controls, Removable Media, Scanners, Security Software and Applications, Servers, Smart Appliances, Software Services / Support, Software Suites, Solid Ink Printers, Solid State Drives (SSD), Sound Cards, Speakers, Storage Accessories, Storage Cables, Storage Controller, Storage Enclosure and RAID Array, Storage Services / Support, Surge Suppressors, System Cabinets, System Cables, System Services / Support, Tablet PCs, Tape Drives, Tape Libraries / Autoloaders, Telephones, Televisions, Terminals / Network Computers, Thermal Printers, Toner Cartridge Drums, Training Courses, Unified Communication Hardware, Unified Communication Services, Unified Communication Software / Licensing, UPS, Utilities, Video Cards, Video Conferencing, Wireless Solutions / Services, and Workstations.

Pricing for the TD SYNNEX SLED Cooperative contracts not-to-exceed prices are based between 2-4% off MSRP.
The exceptions are included in the Price Files uploaded under the “Response Attachments” tab. The TD SYNNEX Line Card Is uploaded as an attachment in the “Response Attachments” “Other Attachment” files. Exceptions are noted in the Price Files. The combined Price Files for Palo Alto, the TD SYNNEX Line Card and the Value Added Solutions are uploaded under the “Responded Attachments”.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

As a broadline IT distributor with offices and warehouse locations throughout North America, we can deliver product within 1-3 days nationwide. Shipment to US Territories and Outlying Areas will be dependent on OEM restrictions. TD SYNNEX offers our products to all 50 states.

Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back-office administration. Our distribution facilities are geographically located near reseller customers and their end user agencies. This decentralized, regional strategy enables us to benefit from lower shipping costs and shorter delivery lead times to our customers. Furthermore, we track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations.

Our regional locations also enable us to make local deliveries and provide will-call fulfillment to more customers than if our distribution operations were more centralized, resulting in better service to our customers. Our workforce is comprised of permanent and temporary employees, enabling us to respond to short-term changes in order activity and emergency orders. Our extensive network of dealer partners allows TD SYNNEX to respond quickly to any such emergency orders by ensuring the right partners are available to Omnia Partners’ agency members.

TD SYNNEX’ proprietary IT systems and processes enable us to automate many of our distribution operations. For example:

TD SYNNEX uses radio frequency and bar code scanning technologies in all of our warehouse operations to maintain real-time inventory records.
We facilitate frequent cycle counts and improve the accuracy of order fulfillment.
TD SYNNEX uses palm readers to capture real-time labor cost data, enabling efficient management of our daily labor costs.

To increase the accuracy of our order fulfillment and protect our inventory from shrinkage, our systems also incorporate numerous controls such as counterfeit and tamper prevention, traceability, and tracking. Additionally, these controls also include order weight checks, bar code scanning, and serial number profile verification to verify that the product shipped matches the customer order. We also use digital video imaging to record our small package shipping activities by order. These images and other warehouse and shipping data are available online to our customer service representatives, enabling us to quickly respond to order inquiries by our customers.

TD SYNNEX operates its principal contract assembly facilities in the United States and the United Kingdom. We assemble IT systems that include workstations, servers and high-end storage array solutions by incorporating system components from our distribution inventory and other sources. Additionally, we perform production value-added services, including kitting, asset tagging, hard drive imaging and reconfiguration. Our contract assembly facilities are ISO 9001:2000 and ISO 14001 certified.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All contract orders will be placed through Authorized Dealer partners utilizing the TD SYNNEX Dealer model for resellers. The resellers will request contract quotes through their TD SYNNEX sales reps, including the OMNIA Partners contract bid desk on all correspondence. The OMNIA Partners contract bid desk will provide the reseller with the applicable contract information including the contract ceiling prices. When the end user agency places a contract order with the Authorized Dealer, the contract bid desk will review the agency's purchase order for compliance. At any point in this process, the end user agency can reach out to the TD SYNNEX contracts team to verify pricing. For any pricing that is not verifiable using a published manufacturer price file, the contracts team will communicate directly with the manufacturer and provide official MSRP to the agency as directed by the manufacturer.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

TD SYNNEX currently contracts with FedEx, UPS, Old Dominion, Landstar, CH Robinson, AIT Worldwide, XPO Global Forwarding, JIT, and T-Force transportation companies.

TD SYNNEX Corporation has a fully incorporated Supply Chain Risk Management Plan which sets for the guidelines and processes that TD SYNNEX follows to ensure measurable and satisfactory performance against contractual obligations. This SCRM Plan defines and documents the supply chain risk management of subcontractor and vendor efforts, ensuring security, performance and on time delivery at the best cost value to the government.
TD SYNNEX Corporation uses NIST, ISO, TD SYNNEX plans, policies, procedures, and commercial best practices Supply Chain Risk Management processes, beginning with validating procurement source selection strategy and supplier qualification and ending with proper disposition of equipment and completion of services provided to the government.

Approved (certified) suppliers have the appropriate quality control measures to prevent counterfeit items from being introduced into the supply chain including:

- Approved / validated shipping methods.
- Shipping in tamper-resistant packaging.
- Control in all phases using electronic bar coding and optical character recognition which tracks movement, provides lifecycle, recurring inventory.
- Security storage (with controlled access)
- Equipment handled by authorized and certified personnel.
- Replacement equipment to be purchased from approved suppliers.

TD SYNNEX' Supply Chain Risk Management Plan is aligned with the requirements set forth in NIST Special Publications, ISO, and Best Practices (to include counterfeit prevention, tamper prevention, traceability, and tracking).

Additionally, TD SYNNEX Corporation is a member of the Transported Asset Protection Association (TAPA), the international leader in setting standards to prevent cargo crime. We currently hold Customs-Trade Partnership Against Terrorism (C-TPAT) Certification. C-TPAT sets standards for cargo security in the supply chain and is partnered with US Customs and Border Protection. TD SYNNEX is ISO 9001:2008 Certified – this certification documents physical security practices.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Location Code	**Site Address**	**Country**	**Floor Area-ft2**	**Specialty / Focus**
CM503 - DSW Swedesboro - A3	One Technology Drive, Swedesboro, NJ 08085	US	926,350	**Integration and Warehouse**
CM506 - DFO Fontana - A6	13472 Marlay Avenue, Fontana, CA 92337	US	456,000	**Integration and Warehouse**
CM505 - DFW Ft. Worth - AS	5100 Liberty Avenue, Ft. Worth, TX 76177	US	539,200	**Warehouse**
CM504 - DIN South Bend - A4	7700 Vorden Court, South Bend, IN 46628	US	344,000	**Warehouse**
CM502 - DGA Suwanee - A2	3055 Shawnee Industrial Parkway, Suwanee, GA 30024	US	432,000	**Warehouse**
CM3 - DFR	6551 W. Schulte Road, Suite 100, Tracy CA 95377	US	171,685	**Warehouse**
CM6 - DCH	1180 Remington Blvd., Romeoville IL 60446	US	450,900	**Warehouse**
CM7 - DTN	455 RESEARCH DR. Suite 100, Southaven MS 38672	US	517,490	**Integration and Warehouse**
CM50 - DCO Dock Doors, N10-N19	7303 Rickenbacker Parkway West, Columbus OH 43217	US	357,504	**Integration and Warehouse**
CM12- DON	15065 Flight Ave, Chino CA 91710	US	503,160	**Warehouse**
CM16 - DFL	12650 NW 25th Street, Miami FL 33172	US	60,316	**Warehouse**
		Total Floor Area	**4,758,605**	

3.3 Marketing and Sales

F. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

G. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

H. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo.
    - Copy of original Request for Proposal.
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
    - Summary of Products and pricing.
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page.
    - A dedicated toll-free number and email address for OMNIA Partners

At Time of Award

- Create Terms and Conditions summary; develop pricing calculator.
- Communicate contract requirements internally and with each manufacturer line.
- Determine rules of engagement, assign responsibility roles Recruitment.
- Identify Resellers: Vendor lists, TD SYNNEX Point of Sale reports, Sales Managers and Outside Sales reps.
- Social Media announcement and collaborative efforts with OMNIA Partners on award.
- Training: onsite, online, webinars.
- Establish eligibility requirements.
- Sign participation agreement ensuring contract compliance Contract Management;
- Monthly contract review by TD SYNNEX contracts team
- Monthly status calls with each participating reseller.
- Quarterly cadence calls with the contractor community.
- Ongoing calls with participating manufacturers to update/revise strategy.

First 90 Days

- Upon award, communicate to vendor and internal Product Management/Business Development teams.
- Develop contract terms and conditions statement, pricing calculator, and published contract price file.
- Review administrative requirements.
- Update OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation.
- Social Media awareness campaign to direct customers to our website.
- Determine manufacturer's strategy and reseller engagement.
- Establish reseller qualifiers, sales minimums, agreement.
- Review contract requirements with authorized resellers.
- Review required business plan/marketing plan from authorized resellers.
- Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers.
- Where applicable, conduct joint road shows to promote/train.
- Publish TD SYNNEX Corporation press release.
- Provide marketing collateral for resellers.
- Reseller call campaign to reach out to partners to inform them of the contract.
- Dealer visits from our Account Managers to evangelize the contract.
- Dealer Partner live webinar series.
- "Educate and Inform" stage to ensure reseller customers are aware of the contract.
- Conference calls and webinars to inform reseller customers of OMNIA Partners.
- Trade shows, events, and virtual events.
- Government Navigator business intelligence tool to help Dealer partners uncover opportunities.
- Email campaign at the Account Manager level.

Ongoing Management

- Training/webinars - initial and ongoing
- Product Refresh - marketing and communication
- Business Development - slip/gain report for both reseller and manufacturer
- Business Development - monthly sales report to Manufacturer with email updates
- Quarterly Business Review for reseller (or as needed)
- Quarterly Business Review for manufacturers (or as needed)
- Identification of potential seasonal pricing (hot list) for OMNIA eligible agencies

- Quarterly Business Review webinar for reseller community
- Periodic events to include Sourcewell contract dedicated marketing and training sessions at our TD SYNNEX Public Sector SLED events (see https://www.synnexcorp.com/us/govsolv/events/ for examples of upcoming events)
- Maintenance of authorized reseller database with contact information
- Contract reporting and administrative fee payment to the Sourcewell
- Pricing updates as well as new product identification and submission

TD SYNNEX has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNNEX contract website, marketing collateral, and instruction on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNNEX OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive timely, accurate, and contract complaint quotes.

I. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The Public Agency customers' accounts currently under the OMNIA #R200803 contract will be notified by TD SYNNEX of the new awarded contract number through our Public Sector Contract Specialists teams and will provide them with an updated dealer agreement including the new contract award contract details. All of the OMNIA Partners information will be included on the TD SYNNEX OMNIA website.

Current cooperative contracts TD SYNNEX holds include:

- Equalis Group Technology Solutions R10-1173F
- NCPA 01-170 Advanced Technology Solutions Aggregator
- OMNIA Partners Cyber Security Solutions #R200803
- PEPPM 2024 – Wholesaler Technology Catalog
- Sourcewell 020624-SYN

TD SYNNEX will communicate the updated contract terms and contract number via a webinar for the current partner/reseller community assigned. The new contract number will be posted on our OMNIA Partner website and will be referenced on the product quotes provided to the agency end users. TD SYNNEX will require the reseller/partners to execute a new agreement stating the updated contract number.

TD SYNNEX will make efforts to transition existing Public Agency Customer accounts to the Master Agreement by notifying them of the availability of the new contract and offering all available assistance transferring their procurement(s) to the Master Agreement.

J. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

TD SYNNEX acknowledges and agrees.

K. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide

and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

TD SYNNEX has a dedicated team who are responsible for the overall management of our state/local and Federal contracts. Responsibilities include the coordination of marketing efforts, recruitment and development, quoting, sales, technical support, customer service, post-sales support, reporting and compliance. There is no cost to participate, and OMNIA Partners is a non-exclusive contract sharing best government pricing with partners and end user customers.

TD SYNNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

At TD SYNNEX, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts.

We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery.

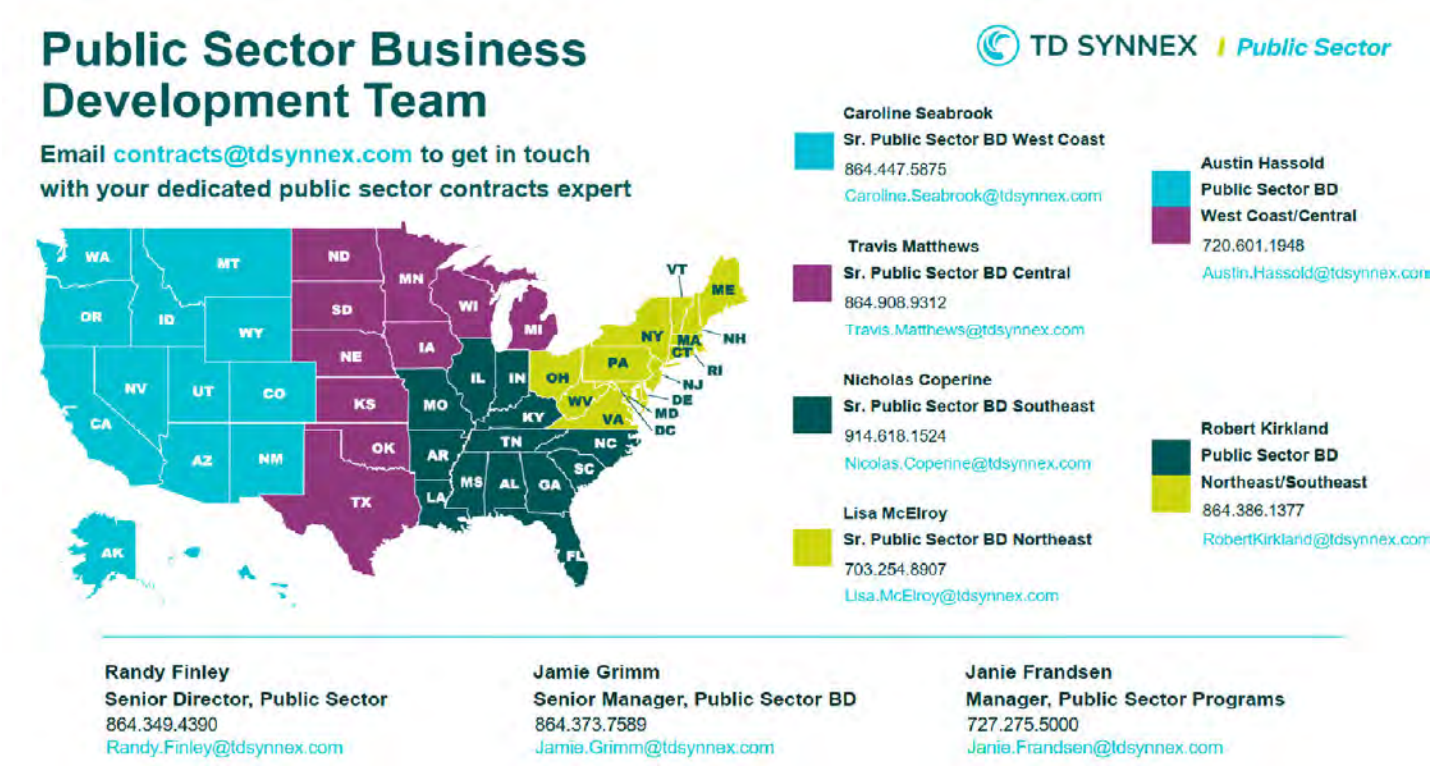
L. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

TD SYNNEX has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNNEX contract website, marketing collateral, and instructions on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNNEX OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive accurate information.

iv. Knowledge of benefits of the use of cooperative contracts

TD SYNNEX has a dedicated group of Contract Specialist Experts that conduct training to educate partners/resellers on the value and usage of the OMNIA Partners contract. These sessions are a requirement for the partners to attend and receive their "On-boarding" training plus their Dealer Agreement contracts. Please see uploaded file under "Other Attachments" entitled "Public Sector Business Development Team".



M. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support: Randy Finley: Sr. Director Business Development
- Randy.Finley@tdsynnex.com
- (800) 2378931 x4001887

ii. Marketing: Melissa Tomberg: Senior Marketing Program Manager
- Melissa.Tomberg@tdsynnex.com
- (800) 2378931 x4102582

iii. Sales: OMNIA@TDSYNNEX.com

iv. Sales Support: OMNIA@TDSYNNEX.com

v. Financial Reporting: Contracts@tdsynnex.com

vi. Accounts Payable: Contracts@tdsynnex.com

vii. Contracts: Contracts@tdsynnex.com

N. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Eddie Franklin, Sr. Vice President for the TD SYNNEX Public Sector sales organization. eddie.franklin@tdsynnex.com
The Public Sector organization consists of approximately 800 co-workers. TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

TD SYNNEX has dedicated Business Development Contract Specialists supporting OMNIA as the main contacts for the Sales Teams across the U.S. As these contacts are geographically assigned, like the OMNIA Partners contract we currently support, our experts work in conjunction with OMNIA personnel to assist in closing opportunities. Our Contract Specialists work with the assigned territory contact under the OMNIA Partners website to determine what the best approach to address partner concerns and issues to resolution. TD SYNNEX provides regular updates of new reseller/partners which have been added to the contract once they have been onboarded and understand the contract agreement requirements. Please see the Coverage Map found in the "Response Attachments" tab "Other Attachments".

O. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare. Our marketing and sales efforts promote the onboarding of new Dealer agreements throughout all public sector segments. As we include the full TD SYNNEX line card across all 50 states, the contract encompasses cross industry selling and support.

Ongoing Contract Program Management Activities include, but are not limited to:

- Training/webinars - initial and ongoing;
- Product Refresh - marketing and communication;
- Business Development-slip/gain report for both reseller and manufacturer;
- Business Development-monthly sales report to Manufacturer with email updates;
- Quarterly Business Review for reseller (or as needed);
- Quarterly Business Review for manufacturers;
- Identification of potential seasonal pricing (hot list) for the OMNIA Partners community;
- Quarterly Business Review webinar for reseller community;
- Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our Public Sector SLED events;
- Maintenance of authorized reseller database with contact information;
- Contract reporting and Administrative fee payment to OMNIA Partners;
- Pricing updates as well as new product identification and submission.

TD SYNNEX has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the TD SYNNEX purchasing system. Any issues are noted and resolved to ensure 100% compliance. the reporting period. TD SYNNEX compares reseller/partner sales to our POS data to ensure accuracy. References of our contract support are available upon request.

P. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Under the present OMNIA Partners contract, TD SYNNEX has these top 10 reseller/partners which sold through the contract. Since the reseller/partners sell directly to the agencies, they also own the relationship, but contacts can be provided upon request.

Reseller	Agency Total
UPSTATE WHOLESALE SUPPLY INC, DBA BRITE	$ 5,097,023.00
BLUEALLY TECHNOLOGY SOLUTIONS, LLC	$ 2,537,441.43
COMPULINK TECHNOLOGIES INC.	$ 2,478,988.24
COMPUTERS AT WORK INC	$ 2,171,420.61
RAJ SOMAS (NYC FISA)	$ 1,591,475.10
SENTINEL TECHNOLOGIES	$ 1,143,204.86
CS BUSINESS SYSTEMS	$ 1,052,039.10
FLAGLER TECHNOLOGIES LLC	$ 1,027,837.60
COMPUTACENTER UNITED STATES INC.	$ 993,348.56
TRACE3, LLC	$ 975,332.54

Q. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

With CIS as the backbone of the TD SYNNEX system, TD SYNNEX is able to offer eBusiness solutions. We feature a complete suite of solutions that partners can pick from that best best-fits their business needs. Whether partners are new to eCommerce or already have extensive capabilities, we have options to help your business run leaner and faster.

TD SYNNEX offers the following:

TD SYNNEX eStorefronts

eStorefronts is an online ordering system based on ECExpress, built and hosted by TD SYNNEX. eStorefronts allow resellers to create their own end-customer catalog, or offer all TD SYNNEX Skus to their end-customers, while controlling pricing at a customer or product level. eStorefronts include built-in order management controls, real-time pricing and availability, personalized branding, order notifications and more, all for one inclusive monthly fee.

In addition, TD SYNNEX offers also offers other B2B e-commerce solutions that include: TD SYNNEX ECExpress TD SYNNEX' ECExpress is a real-time back-office management and e-commerce platform that streamlines orders, quotes, and invoices. While securely navigating across all TD SYNNEX sites and tools without logging in again, the ECExpress platform enables you to see product alerts and available inventory, save frequent product searches, and subscribe to reports that include:

- XpressTrak Alerts
- Price and Availability Download (Reseller partners only)
- Bid Portal (Reseller partners only)
- Reports
- Custom Product Search
- Recent Orders

TD SYNNEX' Footprint in Mobile Apps

TD SYNNEX B2B services offer reseller partners Application Development Services to help balance costs, boost service levels and improve productivity through vigorous management of flexible, high-performance, business-critical applications. Leveraging the best-of-technologies and practices, we ensure that your business applications are developed, maintained and managed within optimal costs and acceptable timeframes to provide you secure and undisruptive business environments. We approach Application Development in a mature and proactive way. We believe that Application outsourcing can reap benefits only if risks are minimized, while being balanced by off shoring incentives like reducing costs, unfailing performance ratios and consistent quality levels. Our development model is a recipe of conventional and current business practices. We complement conventional practices with agility to provide faster, more enhanced solutions to clients. We deliver applications within shorter timeframes and agreed-upon deadlines, all without cutting corners or compromising quality.

B2B & eCommerce

TD SYNNEX believes the sole purpose of Information Technology(IT) is to support our businesses. We understand that our customers have unique eCommerce capabilities, preferences, and "best technologies" available. Our eCommerce options allow customers to choose the most cost-effective solution that fits their needs, from the simplest to the most advanced cutting-edge technologies. TD SYNNEX supports both EDI ANSI x12 File Document Specifications and Flat File Document Specifications.

Web Services & XML

TD SYNNEX Web Services are available to reseller partners. The following Web Servics are available:

- Customer Purchase Order
- Price and Availability
- Expense Estimate
- Product Feed Service
- Customer PO Status

TD SYNNEX also offers real-time XML services. Real-time available services include:

- EDI
- PO Submit
- PO Status
- Freight Quote
- Price and Availability
- RMA Create
- RMA Status
- XML Invoice

Punch-out Catalogs

Migrate away from Excel and PDF contract pricing lists by implementing a Punch-out with your customer. Leverage TD SYNNEX' experience and create a branded product catalog accessible from reseller end-user customers' ordering system. Resellers can include a shopping cart with products, quantities and pricing, directly linked to your customers' procurement system.

Features

- Brand the catalog as your own - TD SYNNEX becomes your silent partner.
- Keyword search, product specifications, real-time availability.
- Supports Configure-To-Order(CTO) and non TD SYNNEX sku sales.

Benefits

- Our connections use cXML/XML, SOAP/Web Service, HTTP Post and REST/JSON.
- Our most popular enterprise systems to date include SAP/Ariba, Oracle, Perfect Commerce and service now.
- Our programmers can seamlessly connect to your customer's procurement system using the highest security standards, such as PCI, Trustwave and HTTPS(TLS) 1.1

[redacted]

- [redacted]

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

S. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

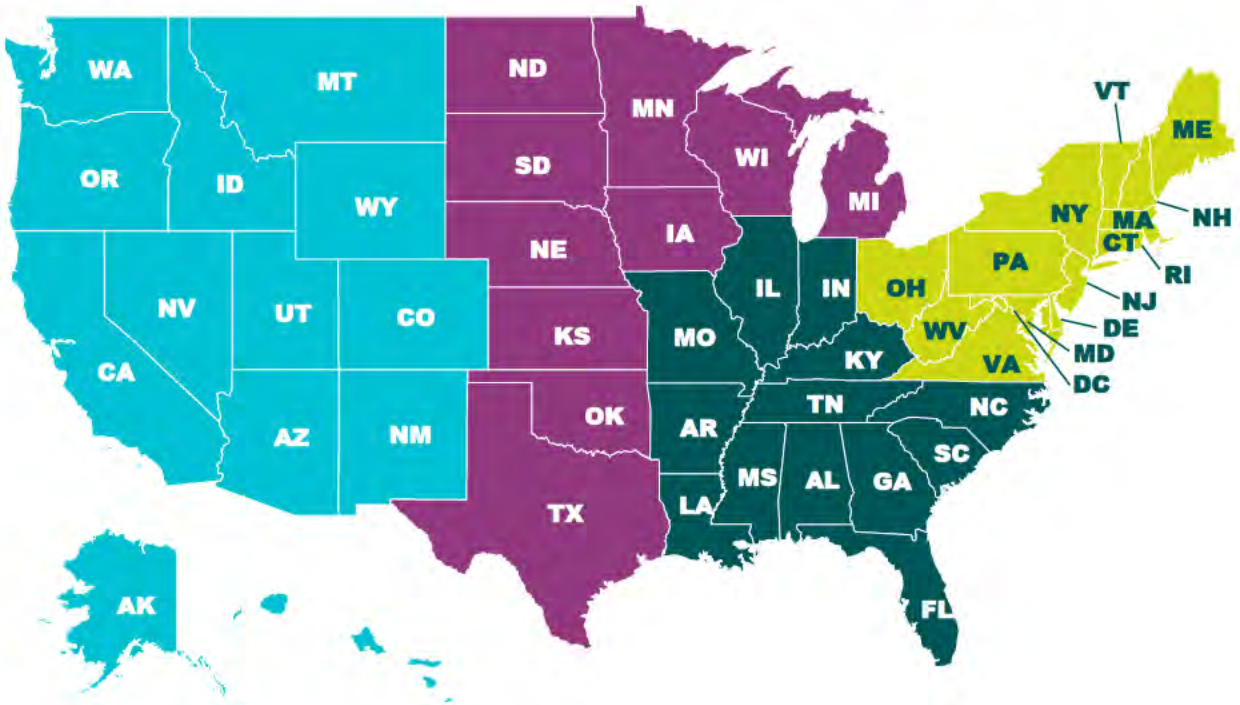
Detail Supplier's strategies under these options when responding to a solicitation.

TD SYNNEX Corporation does not respond directly to Public Agency solicitations. However, Authorized Dealers will be encouraged to respond using the OMNIA Partners contract when products available under this contract are requested. If the Public Agency is unsure whether they are eligible to use the OMNIA Partners contract, TD SYNNEX will provide the Authorized Dealer with contact information for their agency customer to reach out to OMNIA Partners to discuss eligibility. When alternative contracts are requested by the public agency, TD SYNNEX will make every attempt to offer OMNIA Partners contract as an alternative to the requested contract.

Public Sector Business Development Team

TD SYNNEX | Public Sector

Email contracts@tdsynnex.com to get in touch with your dedicated public sector contracts expert



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TD SYNNEX / Public Sector



Diversity Alliance Program

A broad ecosystem of small and diverse resellers leveraging socioeconomic status to win business

You deserve a channel ecosystem strategy that grows your business. When you join the TD SYNNEX Public Sector Diversity Alliance Program, you'll enjoy:

- Access to our fully vetted, small and diverse subcontractor ecosystem
- Brokered introductions to the right type of resellers to advance your business goals
- Enhanced ability to scale your relationships

We understand how difficult it is to manage an ecosystem of diverse resellers that have the right tech skillsets for your needs. We've combined best practices with the experience and scale of the public sector to deliver wins for everyone.

- Get Concierge-Level Relationship Management
- Grow Subcontracting Relationships To Win More Opportunities
- Access a Robust and Diverse Ecosystem
- Get Accurate and Insightful ROI Reporting

Contact your TD SYNNEX Public Sector representative about TD SYNNEX Public Sector Diversity Alliance Program

Visit our website: tdsynnex.com/na/us/td-synnex-public-sector/
For Questions, Email: dap@tdsynnex.com

TD SYNNEX / Public Sector



Join Our Network and Increase Your Public Sector Opportunities

TD SYNNEX Public Sector's Diversity Alliance Program (DAP) is an affinity group of public sector resellers that hold socioeconomic diversity status, and represent a significant amount of TD SYNNEX's Public Sector business. The program promotes collaboration amongst partners, granting you more opportunities to win business.

Diversity Alliance Program Members Have Access to the Exclusive Tools and Benefits:

- Exclusive TD SYNNEX vendor specials
- Financing tools such as escrow agreements, blind lock box and extended terms
- Discounted fees for GSA orders classified as new business opportunities
- Frequent networking opportunities with manufacturers and other partners
- Track vendor promotions through sales and SPIFF reporting tools
- Exclusive DAP Member Concierge

Eligibility

To establish and maintain eligibility as a member of the Diversity Alliance Program, you must:

- Hold socioeconomic diversity status
- Meet minimum threshold of annual and/or public sector sales revenue
- Hold a prime contract or participate in an indirect TD SYNNEX reseller contract program
- Participate in a TD SYNNEX credit terms account or other alternative credit program
- Be in good standing
- Have status verified by a 3rd party organization

TD SYNNEX Public Sector is a powerhouse built with a purpose. We bolster U.S. public sector business for our technology vendors and channel partners and help your end-user customers meet their mission. Our 75 years of combined dedication and service to the U.S. public sector, along with our reach back to 22,000+ of the IT industry's best and brightest positions us as the best partner to help your company reach its fullest potential.

Join the TD SYNNEX Public Sector Diversity Alliance Program and grow your public sector footprint today

Email: dap@tdsynnex.com

TD SYNNEX

Public Sector

2025 Public Sector Program

Navigating the U.S. public sector market presents a wealth of growth opportunities. TD SYNNEX Public Sector consistently leads the market.

In such a highly competitive environment, having a dedicated partner to develop and implement a strong strategy is crucial for the consistent success and long-term sustainability of your U.S. public sector business ventures.

TD SYNNEX Public Sector is your trusted partner to accelerate your public sector growth!

Our program includes comprehensive packages and vertical-specific tracks, providing our sponsors with an effective, year-round marketing strategy.

Program Objective

- **Streamline Access to U.S. Public Sector**: Simplify the process for technology firms and their reseller customers to engage with and thrive within the U.S. Public Sector marketplace.
- **Foster Public Sector Expansion:** Empower TD SYNNEX Public Sector vendors and customers to bolster awareness, drive demand and cultivate precise, high-quality leads for your enterprise.
- **Optimize ROI Throughout the Program Journey**: Strive for a consistent, positive return on investment across every stage of the program's life cycle.

Program Levels

Diamond	$356,000
Platinum	$252,000
Gold	$171,000
Silver	$90,000
Bronze	$50,000

Target Audiences

Our target market comprises two key segments:

Public Sector Reseller Customers: This group offers and promotes technology solutions to all U.S. public sector verticals, including public health, federal government, public utilities, public transportation, state and local government, K-12 education and higher education. We focus on establishing and nurturing strong partnerships pivotal in delivering innovative solutions to the public sector.

Public Sector End Users: This segment comprises the end consumers within the U.S. public sector: those directly utilizing technology solutions. We understand the unique needs and challenges, offering tailored solutions to enhance their productivity, efficiency, security and overall effectiveness.

TD SYNNEX | Public Sector

2025 TD SYNNEX Red, White & You Conference
April 28 – May 1, 2025| San Antonio Marriot Rivercenter on the River Walk| San Antonio, TX

Reseller Audience: Public Sector c-suite executives and business owners that sell across all State & Local Government, Education, Federal and Healthcare verticals.
Vendor Audience: Executives and decision makers that are focused on serving all public sector markets.

Red, White & You Conference	Diamond	Platinum	Gold	Silver	Bronze
Main Stage Keynote (Diamond Sponsors Only) Choose a specific vertical to speak on and present during a general session.	✓	-	-	-	-
Vendor Dine Around (Diamond Sponsors Only) Invite your top partners or potential partners to a local restaurant for dinner and libations.	✓	-	-	-	-
Breakout Session Presentation dedicated to your vendor's solutions.	-	✓	-	-	-
Multi-Vendor Vertical Panel Placement Communicate your value proposition to public sector solution providers. One vendor representative on each multi-vendor vertical panel. These multi-vendor vertical panels are not vendor or industry exclusive.	-	-	✓	-	-
Solutions Pavilion Display your pertinent public sector products in the Manufacturer Solutions Pavilion. Sponsors are encouraged to send public sector-focused representatives.	Extra Large	Large	Medium	Small	Small
In-Person Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Additional badges may be sold a la carte (where space permits). Additional passes may be purchased for $2,500 per pass, subject to availability. The transfer to TD SYNNEX co-worker is subject to internal approvals.	5 Passes	4 Passes	3 Passes	2 Passes	1 Pass
Lead Capture Capture, track, manage and qualify leads you meet at conference. A list of captured leads will be made available after the event.	2	2	1	1	1
Pre-Event and Post-Event Registration Lists Receive a complete list of registered partners, including name, company and title.	✓	✓	✓	✓	✓
Sponsorship Recognition Logo representation on registration website and onsite signage.	✓	✓	✓	✓	✓

TD SYNNEX / Public Sector

Reseller-Facing Multi-Vertical Digital Event	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Public Sector Connections: Red, White & You Comes to You – A Digital Experience Join us for an immersive public sector digital conference designed to bring the essence of our in-person event directly to your screen. Engage with peers, gain valuable knowledge, and be inspired by thought leaders—all from the comfort of your own space and on your own time. **Reseller Audience**: Designed specifically for mid-level individuals looking to deepen their understanding and share valuable takeaways related to the public sector. **Vendor Audience:** Public Sector channel representatives and mid-level vendor management.	✓	✓	✓	✓	✓
Digital Vendor Attendee Passes Unlock exclusive access to our public sector digital conference with the Digital Attendee Pass. This pass grants you entry to a dynamic online environment where you can experience all the event has to offer.	✓	✓	✓	✓	✓
RW&Y Vendor Exclusive Presentation The pre-recorded keynote from the in-person Red, White & You conference will be re-played.	✓	-	-	-	-
Interactive Learning Session Vendors will have a breakout session or similar exclusive digital space for content. These focused sessions are exclusively designed to provide an interactive and collaborative environment where you can explore specific public sector knowledge.	-	✓	-	-	-
RW&Y Comes to You Advertisement Capture the audience's attention with a compelling digital advertisement that delivers your message directly to their screens.	-	-	✓	-	-
RWY Comes to You Banner Advertisement	-	-	-	✓	-
Sponsorship Recognition Logo representation on registration website and digital experience platform.	✓	✓	✓	✓	✓

TD SYNNEX / Public Sector

Reseller-Facing Multi-Vertical Activities and Events	Diamond	Platinum	Gold	Silver	Bronze
Red, White & You Comes to You! **Locations: west coast and east cost** Join our regional mini conference, designed to unite all verticals. These events provide a platform to reach large regions, allowing you to share your message with a broad audience of reseller customers. **Reseller Audience:** Public sector c-suite executives and business owners that sell across all State & Local Government, Education, Federal and Healthcare verticals. **Vendor Audience**: Public sector channel representatives and upper management.	Both	Both	Both	Pick 1	Pick 1
RW&Y Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Additional vendor passes may be purchased for $1,500 per pass, subject to availability.	2	2	1	1	1
RW&Y Comes to You Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNNEX Public Sector subject matter expert in each vertical.	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. T*emplate will be provided.*	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Breakfast Recognition Sponsorship Reserved table in the dining area and onsite signage.	-	-	-	-	✓
Vendor Tabletop Pavilion	✓	✓	✓	✓	✓
Sponsorship Recognition Logo representation on registration website and onsite signage.	✓	✓	✓	✓	✓

State and Local Government Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
Customer's Academy **An Institute Designed for Public Sector Growth** Join us for a three-day program designed to provide a deep, hands-on experience in understanding local government. This immersive academy will feature the city and county of Greenville, SC, offering participants a unique opportunity to interact with key government functions and explore intelligent city solutions. **Why Join Us?** **Experience Local Government** Participants will get a behind-the-scenes look at how local government functions. This academy offers a comprehensive understanding of how local governments provide essential and desired services. Featured agencies include the City and County of Greenville, South Carolina, showcasing their intelligent city solutions. **Reseller Audience:** Our top 20 state & local government partners will be individually invited by public sector Leadership. **Vendor Audience**: Public sector channel executives and decision makers.	✓	✓	-	-	-
Logo on Academy Certificate All participants receive a framed certificate.	✓	✓	-	-	-
Customer's Academy Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Due to space limitations for this exclusive event, no a la carte passes are available for purchase.	1	1	-	-	-

State and Local Government Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
SLED Summit This summit is hosted by the TD SYNNEX public sector subject matter experts for the state and local government market, as well as Education. Hear from key industry speakers on state & local market trends and intelligent cities. **Reseller Audience:** Public sector management decision makers and business owners that sell across all State and Local Government, Education. **Vendor Audience:** Public sector channel representatives and upper management.	✓	✓	✓	Pick FED or SLED	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Transfer to TD SYNNEX co-worker subject to internal approvals. Additional badges may be sold a la carte (where space permits). Additional vendor passes may be purchased for $1,500 per pass, subject to availability.	2	2	1	1	-
Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNNEX Public Sector subject matter expert in each vertical	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. *Template will be provided.*	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Vendor Tabletop Pavilion	✓	✓	✓	✓	-
Sponsorship Recognition Logo representation on registration website and on-site signage.	✓	✓	✓	✓	-

TD SYNNEX / Public Sector

Federal Event Track	Diamond	Platinum	Gold	Silver	Bronze
Federal Summit **Location: Washington D.C. Metropolitan area** Join us at the annual Federal Summit hosted by TD SYNNEX public sector experts, tailored for the federal market. Gain insights from key industry speakers on federal market trends and intelligence, preparing you for the busy buying season ahead. **Reseller Audience:** Public sector management decision makers and business owners that sell across Federal. **Vendor Audience**: Public sector channel representatives and upper management.	✓	✓	✓	Pick FED or SLED	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Transfer to TD SYNNEX co-worker subject to internal approvals. Additional badges may be sold a la carte (where space permits). Additional vendor passes may be purchased for $1,500 per pass, subject to availability.	2	2	1	1	-
Vendor Exclusive Presentation Opportunity to address our partners. This speakership will be listed on the agenda.	✓	-	-	-	-
Multi-Vendor Panel Discussion Vendors will participate in a shared, vertical-specific panel discussion or workshop moderated by the TD SYNNEX Public Sector subject matter expert in each vertical	-	✓	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. *Template will be provided.*	-	✓	-	-	-
Multi-Vendor Reseller Engagement Activity Communicate your value proposition to public sector solution providers. As a sponsor you will participate in an engaging activity such as speed networking, workshop, etc. to engage your message to our reseller partners.	-	-	✓	✓	-
Vendor Tabletop Pavilion	✓	✓	✓	✓	-
Sponsorship Recognition Logo representation on registration website and on-site signage.	✓	✓	✓	✓	-

TD SYNNEX / Public Sector

Multi-Vertical Reseller Facing Event	Diamond	Platinum	Gold	Silver	Bronze
NEW! - The Stars and Stripes Retreat **An Exclusive Opportunity Awaits!** Join an elite gathering of partners at the prestigious Stars and Stripes Retreat, a two-and-a-half-day event designed to foster strategic relationships and unparalleled networking opportunities. **Engage with Top-Tier Attendees** Immerse yourself in a luxurious resort setting where you will have the chance to connect with top customer attendees. This intimate event ensures ample time for meaningful interactions with esteemed customer attendees, including those with diversity status. **Elevate Your Presence** Leverage exclusive speaking opportunities and focused networking sessions to highlight your expertise and forge enduring connections with this distinguished group of industry leaders. **Reseller and Vendor Attendees** This retreat is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	✓	✓	-	-
Branding on Team Activities or Dinner Reception	✓	-	-	-	-
Single Slide – Walk-in Ad Platinum sponsors will have the opportunity to provide a targeted message that will be included in the slideshow loop during general session. Content is limited to vendor logo, 20 words and one additional image. *Template will be provided.*	-	✓	-	-	-
Vendor Attendee Passes Vendor attendee passes are inclusive of all vendor representatives, including executive level. Due to space limitations for this exclusive event, no a la carte passes are available for purchase. All guests must be over 21 years of age.	1 pass, plus a guest	1 pass, plus a guest	1 pass, plus a guest	-	-
Hotel Room (1) Room per sponsoring vendor is included with the sponsorship. Any additional hotel rooms requested will be paid for by the guest.	✓	✓	✓	-	-

TD SYNNEX Reseller Facing Events	Diamond	Platinum	Gold	Silver	Bronze
Public Sector Vendor & Partner Alliance Network This a strategic collaboration developed from our relationships with some of the world's leading technology companies — is more than a traditional alliance network. We go above and beyond to access experienced perspectives, leverage independent thinking and look at the business in a new way to shape the public sector markets of tomorrow. **Reseller and Vendor Attendees** This Alliance Network is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	-	-	-	-
DAP University DAP University, an invitation-only extension of our Diversity Alliance Program, is designed to expand the reseller customer's knowledge and expertise to grow their business. DAP University is designed to engage with sales and extended teams within your organization through interactive exercises and courses. The final coursework will conclude with a capstone presentation. **Reseller and Vendor Attendees** DAP University is targeted for c-suite executives and business owners that span across all verticals of public sector.	✓	✓	-	-	-

TD SYNNEX Sales Facing Events	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Vendor Showcase and Sales Engagement Day **Locations: TD SYNNEX Clearwater, FL and Greenville, SC offices** Our internal Public Sector Sales Representative showcase days provide an opportunity to network, learn, and unwind with TD SYNNEX sales colleagues and public sector leadership. During the workday, vendors will have dedicated spaces to showcase their products and services, enabling our sales team to explore and learn about the latest industry trends and innovations. Vendors will provide access to insider knowledge, best practices and industry updates that can enhance sales strategies and performance. **Sales Audience:** Our inside public sector sales team. **Vendor Audience:** Channel representative.	-	-	-	Pick 1 Location	Pick 1 Location
Rollin' With Randy - Digital Experience Event This 45-minute virtual event is hosted by Randy Finley, Senior Director of Business Development – Public Sector with TD SYNNEX Outside Sales Representatives (OSRs) and Inside Sales Representatives (ISRs) teams. The opportunity to participate in one of our most successful sales development events sells out every year. **Sales Audience:** Our top OSR and ISR teams. **Vendor Audience:** Channel representative.	✓	-	-	-	-

TD SYNNEX / Public Sector

Market Intelligence	Diamond	Platinum	Gold	Silver	Bronze
Market Intelligence Hub Leverage our extensive on-demand library, filled with current market intelligence deep dives into state, education, and federal IT trends, as well as key spending areas. • Identify Sales Opportunities: Uncover IT sales opportunities, understand the demand drivers, and explore funding trends across the public sector. • Stay Informed: Access insights into IT requirements and the technologies driving the market. • Master Government Fundamentals: Utilize our training videos on procurement, contracts, and federal regulations to help your teams tailor their strategies effectively.	✓	✓	✓	✓	-
Market Intelligence (MI) Report Deep dive into target public sector customers using actionable insights tailored to your product offering • Actionable Market Trends & Priorities: Uncover the specific procurement needs and growth opportunities of your target customer, directly aligned with your product offerings. • Strategic Sales Insights: Gain a comprehensive understanding of your target customer's decision-making processes, addressable budgets, and preferred contract vehicles. • Key Stakeholder Mapping: Access detailed org charts to identify key decision-makers and influencers within your target customer's organization, and understand which companies already have an established presence.	4	2	1		
Market Intelligence Strategy Session Engage in a one-on-one business planning session with a Market Insights Leader. These strategic sessions are designed to help you develop robust business plans and expand your business with TD SYNNEX Public Sector, guided by in-depth market analysis. We leverage real-world market intelligence and customer insights, transforming them into actionable business development and marketing strategies.	2	1	-	-	-
Market Intelligence Webinar: Guest Spotlight Become a featured guest in one of our monthly webinars to showcase how your technology aligns with the market intelligence covered in the webinar. The audience is typically solution providers and manufacturers selling to the government.	1	-	-	-	-

Digital and Social Media Activities	Diamond	Platinum	Gold	Silver	Bronze
NEW! - Access E-Rate Resource Center for Education Our E-Rate Resource Center is dedicated to empowering educational vendors by providing essential information and support for navigating the E-Rate program. By leveraging our E-Rate Resource Center, educational vendors can effectively secure funding to improve connectivity and technology access, ultimately enhancing learning outcomes.	✓	✓	✓	✓	✓
State, Local, and Education (SLED) Fiscal Year-End Campaigns A multiple month aircover campaign targeting SLED reseller customers and end users that runs up to the fiscal year-end for most SLED organizations. *The vendor sponsor is responsible for providing product information. Vendor sponsor has the option to select their messaging for State and Local, Education, or both.*	1	1	-	-	-
Federal (FED) Fiscal Year-End Campaigns A multiple month aircover campaign targeting federal reseller customers, system integrators and end users that continues to the fiscal year-end for federal agencies. *The vendor sponsor is responsible for providing product information.*	1	1	-	-	-
Social Media Posting A social media posting that includes messaging on the TD SYNNEX Public Sector social platforms (i.e., LinkedIn, Facebook, X). TD SYNNEX Public Sector will develop social graphic content. *The vendor sponsor is responsible for providing creative input and call-to-action URL link.*	1	1	3	2	1
Monthly Reseller-Facing Multi-Vendor Newsletter An opportunity to be featured in one of our newsletters shared electronically with our partner communities throughout the year.	11 Months	11 Months	6 Months	3 Months	1 Month

TD SYNNEX / Public Sector

Marketing Activity	Diamond	Platinum	Gold	Silver	Bronze
Subject Matter Expert (SME) Consultation Session Unlock your business potential with our Public Sector subject matter experts. Benefit from an exclusive coaching session tailored to your needs in federal government, state and local government, education, and healthcare. Let us help you refine your strategy and achieve your goals. *Vendors will select one vertical for their consultation session.*	-	-	1 Session	1 Session	-
Access to Public Sector All-Hands Meeting Have a five-minute virtual elevator pitch during the Public Sector All-Hands Meeting. This weekly meeting includes Public Sector business leaders and business development representatives.	-	-	✓	✓	-
NEW! – Expanded access to the Diversity Alliance Program (DAP) Our vast network comprises over 2,500 resellers, including small, minority-owned, women-owned, and veteran-owned businesses. This diverse base broadens our reach and enhances our ability to meet the varied needs of partners across different sectors.	✓	✓	✓	✓	✓
Access to Targeted Reseller Customers Gain direct access to principals, owners, and key decision-makers at the forefront of Public Sector solutions! Connect with the right individuals to effectively expand your product reach within our extensive network of 10,000+ resellers.	✓	✓	✓	✓	✓
Access to Contracts Team Training During this training, vendors will learn the value of using the TD SYNNEX Public Sector Contract Portfolio and their positioning under these contracts. Over 95% of all procurements for public sector use a buying vehicle, and our contract portfolio can be utilized across all 50 states. Please d reseller customers eliminate the need to issue a competitive bid — saving time and effort. Vendors have access to our Contracts Hub. TD SYNNEX Public Sector - Contracts Hub	✓	✓	✓	✓	✓
TOTAL PROGRAM INVESTMENT	**$356,000**	**$252,000**	**$171,000**	**$90,000**	**$50,000**

Industry Events A La Carte	Booth and Reception	Reception	Booth
WEST (Jan. 28-30, 2025) WEST connects the industry professionals who design and build platforms, equipment and weapons with the designers of communications and technical systems. • Twelve booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Unlimited reception sponsorships • San Diego, CA	$18,000	$13,000	$7,500
TechNet Cyber (May 6-8, 2025) AFCEA's TechNet Cyber serves as a center of gravity for a whole-of-government effort to bring together the policy, strategic architecture, operations and C2 — along with the joint capabilities needed — to meet the global security challenges and successfully operate in a digital environment. • Five booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Baltimore, Maryland	N/A	$15,500	N/A
EDUCAUSE Annual Conference (Oct. 27-30, 2025) The EDUCAUSE Annual Conference connects the best thinkers in higher education technology. • Seven booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Nashville, TN	N/A	$15,000	N/A
DoDIIS (Date TBA) DoDIIS is the premier information technology conference where distinguished speakers collaborate with trusted partners, and experience ground-breaking technical solutions to support the warfighter. • Five booth sponsorships available (Includes branded kiosk, custom graphics, monitor, email and social campaign, on-site event support, lead scanner + leads) • Three conference passes per sponsor • Unlimited reception sponsorships • Location: TBA	$15,000	$11,000	$8,000

TD SYNNEX / Public Sector

Business Unit Activity

NEW! - Subject Matter Expert and Business Development Representation at Industry Events
TD SYNNEX Public Sector is committed to enabling the success of our partners in the public sector. We understand that staying at the forefront of industry trends and connecting with key stakeholders is crucial for growth. Our teams have actively participated in or sponsored a range of impactful industry events. These events provide valuable insights into the latest technologies, procurement processes, and policy updates shaping the public sector landscape.

Vertical	Industry Event
All Public Sector Verticals	Center for Digital Government (eRepublic) Beyond the Beltway
All Public Sector Verticals	RSA - Public Sector Day
All Public Sector Verticals	Vendor's Sales Kickoffs & Public Sector Summits
Education	CITE (California IT in Education)
Education	EDUCAUSE
Education	Future of Education Technology Conference (FETC)
Education	International Society for Technology in Education
Education	TCEA (Texas Computer Education Association)
Federal	AFCEA Air Force IT Day
Federal	AFCEA Belvior Industry Days
Federal	AFCEA Maritime IT Summit
Federal	AFCEA NOVA Day
Federal	AFCEA Space Force IT Day
Federal	AFCEA USMC IT Days
Federal	AFCEA West
Federal	Air Force IC Industry Symposium
Federal	Charleston Defense Association (CDCA) Summit
Federal	DAFITC (Department of the Air Force Information Technology and Cyberpower
Federal	Defense Healthcare Conference
Federal	Defense Leadership Forum
Federal	Defense Leadership Forums
Federal	DoDIIS (Department of Defense Intelligence Information Systems) Conference
Federal	FedCon (Federal Contractors) Conference
Federal	GEOINT
Federal	Homeland Security Critical Infrastructure Conference
Federal	Modern Day Marine
Federal	Naval IT Day
Federal	Navy Contracting Summit
Federal	Navy League Sea, Air and Space Events
Federal	NLIT (National Laboratories Information Technology) Summit - Dept of Energy

Vertical	Industry Event
Federal	OPM/GSA Industry Day
Federal	PAX River IT Days - Dept of Navy
Federal	Rocky Mountain Cyber Symposium
Federal	TechNet Cyber
Federal	TechNet Indo-Pac
Federal	TechNet Agusta
Healthcare	Beckers Healthcare IT Conference
Healthcare	CoSN (Consortium of School Nursing)
Healthcare	HIMSS
Public Safety	FBI Academy
Public Safety	FBI National Academy Alumni Association (FBINAA) Conference
State/Local Govt	APCO (Association of Public-safety Communication Officials)
State/Local Govt	Fire-Rescue International Conference by International Association of Fire Chiefs (IAFC)
State/Local Govt	IACP (International Association of Chiefs of Police)
State/Local Govt	International City/County Management Association (ICMA) Conference
State/Local Govt	ISC (International Security Conference) West by Security Industry Association
State/Local Govt	ITS (Intelligence Transportation Society) World Conference & Expo
State/Local Govt	IWCE (International Wireless Communications Expo)
State/Local Govt	NACO (National Association of Counties) Annual Conference
State/Local Govt	NASCIO (National Association of State Chief Information Officer) Annual Conference
State/Local Govt	NASPO (National Association of State Procurement Officials)
State/Local Govt	National Association of State Technology Directors (NASTI)
State/Local Govt	NIGP: The Institute for Public Procurement
State/Local Govt	Palmetto Cyber Summit
State/Local Govt	PWX Expo (American Public Works Association)
State/Local Govt	Smart Cities Connect Conference







TD SYNNEX

Activating Sustainable Change

FY2023 Corporate Citizenship Report

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A Message From Our CEO

Activating Progress at TD SYNNEX, and Beyond

TD SYNNEX is all in as we capture opportunities to advance our corporate citizenship efforts.

It's exciting to reflect on FY2023, a year of growth and corporate citizenship progress for TD SYNNEX amid rapid technological change. Our partners have been ramping up AI and cloud capabilities, making room for new growth services and navigating emerging regulations and trends. Additionally, we have seen increased desire for sustainable product solutions from our customers and their end users. As we've supported them, working together to solve these challenges and make the most of new opportunities, our essential function in the IT ecosystem has never been clearer.

Just as we value collaboration with our partners, we continue to leverage it internally to activate sustainable change. Guided by our Environmental, Social and Governance (ESG) framework, we engaged co-workers across business units and regions to further our environmental and social commitments throughout the past year. Already, we've achieved our goal of doubling co-workers' Business Resource Group (BRG) participation and received validation on our Science Based Targets to ultimately achieve net zero by 2045. It's gratifying to see our efforts result in external recognition, including a silver medal from EcoVadis and a Management (B-) rating from CDP.

As we reach these milestones, we're building capacity to activate broader ESG initiatives and maximize our positive impact. Our Sustainability Summits are an example of how we're deepening our teams' knowledge of ESG topics and encouraging them to keep raising the bar. We're also using our robust connections with IT channel partners to support mutual progress toward our environmental and social goals. By focusing on areas such as Circular Economy and Sustainable Logistics — our two towers of specialization at TD SYNNEX — we can deliver widespread benefits while helping to lead long-lasting change.

Our co-workers are all in on these efforts. From the work of our global Green Teams and our community volunteers, they've demonstrated a passion for making a difference at TD SYNNEX and far beyond. There's much more to do, but we've got the wind in our sails as we continue to pursue meaningful results. I'm feeling energized as I look toward the year ahead. Activation leads to increased velocity on our existing corporate citizenship initiatives and new insights into where we can go next.

Patrick Zammit, Chief Executive Officer, TD SYNNEX

A Company Who Cares

To manage relentless change — in technology as well as society — TD SYNNEX[1] invests in innovation, creative solutions and partnerships that enrich the way we live and work.

A Few Things to Know About Us

We empower

our global partners to achieve great outcomes with technology.

We're building

connections across the global IT ecosystem to unlock its potential for all.

We'll get there

by delivering compelling technology solutions to a dynamic global marketplace.

We're doing it together

with a team of approximately 23k+ co-workers and 150k+ trusted partners around the world.

Our shared values

of inclusion, collaboration, integrity and excellence help us remain aligned and true to who we are.



[1] TD SYNNEX is branded and trades as Tech Data and Tec D in the Asia Pacific Japan region. Both Tech Data and Tec D are TD SYNNEX companies.

Awards and Recognitions

In 2023, we were proud to earn awards that recognize our culture, caring environment and sustainability efforts, including:

- FORTUNE World's Most Admired Companies 2023
- CDP Management (B-) rating
- Dell Technologies ESG Partner Spotlight—Q3 Recognized Partner
- Google Cloud Diversity, Equity and Inclusion Partner of the Year 2023—TD SYNNEX Japan
- CRN Women & Diversity in Channel Awards 2023, Gender Parity Award—TD SYNNEX UK&I
- CRN Inclusive Channel Leaders 2023
- National Road Transport Federation, Responsible Transport and Logistics label—TD SYNNEX France
- Great Place to Work certified in the Czech Republic, France, Brazil, Poland, Portugal, Spain, Turkey, U.K., the U.S. and Vietnam
- EcoVadis Silver medal—TD SYNNEX and EcoVadis Platinum medal—TD SYNNEX France

Putting Corporate Citizenship to Work



Our robust ESG framework is designed to deliver long-term value for our stakeholders. As our business grows, this framework will help us ensure a strong focus on key areas in which we believe TD SYNNEX and our industry partners can have the greatest impact.

Our initial materiality assessment revealed several ESG areas that are priorities for our business and stakeholders, including diversity, equity and inclusion; greenhouse gas (GHG) emissions; and privacy, data protection and cybersecurity, to name a few. These results have since been echoed in our enterprise risk management process, which reinforces the direction of our ESG framework.

This year, we focused on operationalizing our framework through program development while engaging our global co-workers to bring our commitments to life. In 2024, we will be conducting a double materiality assessment and will continue to align our corporate citizenship efforts as we move forward. Furthermore, we have refined our collection of data and process controls related to ESG topics to further enhance our programs, fulfill future reporting requirements and accelerate our efforts.

> "We started this process by engaging our stakeholders and assessing where we could have the most impact through a materiality assessment. It was a deep dive into what was most important to our business, our co-workers, our partners and our industry. Our unique position at the center of the tech universe allows us to identify opportunities for innovation, sustainable practices and positive outcomes up and down the value chain."
>
> Patrick Zammit, Chief Executive Officer at TD SYNNEX

Addressing the UN SDGs

As we head toward the 2030 Agenda for Sustainable Development, we recognize the increasing importance of taking action to help protect the planet, ensure a more prosperous and just future and improve communities' quality of life. Our corporate citizenship efforts are best aligned with the following United Nations Sustainable Development Goals (UN SDGs):

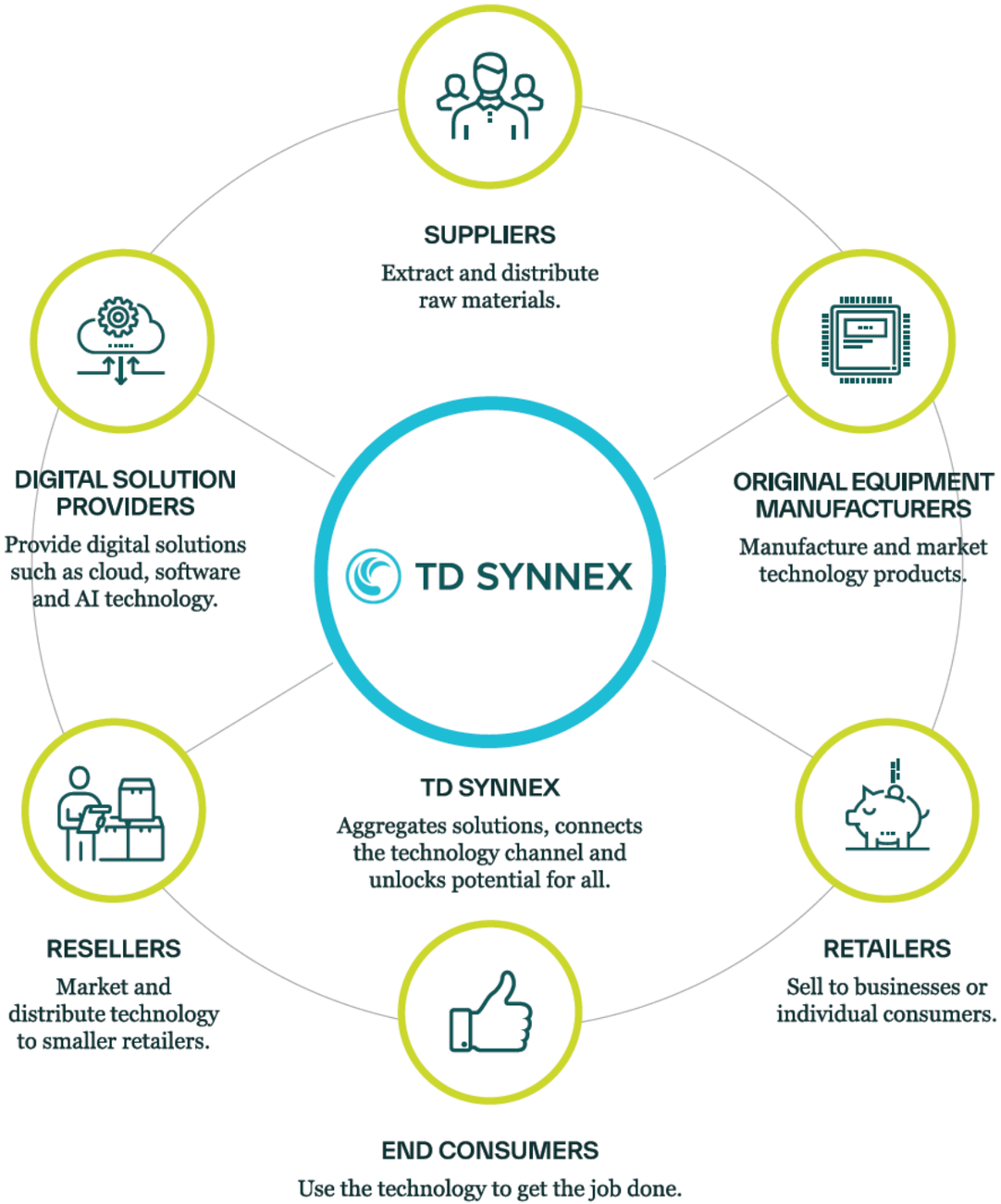


Transforming the Technology Ecosystem

The technology ecosystem is as complex as it is critical, requiring specialized expertise from across the landscape. TD SYNNEX sits in the middle of it all, connecting more than 150,000 reseller customers with 2,500+ best-in-class technology vendors, ideally positioned to orchestrate and influence the future of sustainability industrywide.

In order to support innovation and solutions that enrich the way we live and work, TD SYNNEX acts as a connector between manufacturers, suppliers, solutions providers and the rest of the market. We also support resellers and retailers that are further down the supply chain to scale their businesses and respond to rapid changes in the market.

The technology business partner ecosystem is alive with connections that inspire innovation, creative solutions and partnerships that enrich the way we live and work. The diverse partnerships we foster give us a unique perspective, which we leverage to deliver value ecosystem-wide. While our greatest impact potential is in providing product use and end-of-life solutions, we also seek to drive change by providing educational opportunities and industry insights.





"Thanks to our vantage point at the heart of the IT channel ecosystem, we are uniquely well-positioned to help vendors, partners and end users accelerate their adoption of sustainable technology solutions and business practices. And we have a shared duty — along with our ecosystem partners — to do so. Whether it is engaging in the circular economy, aligning on common industry standards for the sustainability attributes of IT equipment, or enabling our customers to easily navigate to more sustainable products on our e-commerce platform, TD SYNNEX is driving tangible action to embed sustainability in our industry. By working together as a united technology ecosystem, I believe we can truly make a positive impact."

Jill Kermes, Corporate Vice President, Global Communications and Corporate Citizenship

Engaging Partners During Our Sustainability Roundtable

We aim to positively impact our partners' ESG progress through sustainability workshops, conventions and other engagement touchpoints. For example, during our European Vendor Partner Summit in October 2023, we convened strategic vendors and customers at a sustainability roundtable held in Spain, which we will continue to host on an annual basis. We discussed the difficulties of calculating and sharing product sustainability attributes based on comparable methodologies, on top of the added challenge of making IT products and business models more circular. There was consensus that sustainability is gaining momentum in our industry, and major shifts are expected in the coming years that will drive further innovation and collaboration.

Leading the Conversation on Sustainability in the Industry

We participated in a forum hosted recently by our longtime technology market analyst partner, Canalys. Jill Kermes, our Corporate Vice President of Global Communications and Corporate Citizenship, joined panelists representing other channel partners including Dell Technologies, Lenovo, HP, Sycomp and UDT, to discuss how a holistic sustainability approach impacts every aspect of an organization. During the discussion, the panel shared how they are each attracting and retaining customers, recruiting top-notch employees and gaining investor support.

Direction of Technology Report Survey

TD SYNNEX publishes industry research that provides insight for channel partners and serves as a compass to help our partners point their organizations in the right direction. The 2023 Direction of Technology survey findings show that channel partners are recognizing the rising importance of ESG as a critical aspect of their own business in addition to a product that their end users and customers will need. The report found:

- A 125% increase in ESG importance since 2022
- A 37% additional increase in the importance of ESG expected by 2025
- 38% of respondents perform ESG through hybrid or outsourced partnerships
- 69% of channel players are now seeing ESG considerations influencing IT procurement
- 51% say they offer recycling or circular economy take-back schemes

Learn more and download the full report here.

Participating in the GTDC Summit

At the Global Technology Distribution Council Summit EMEA 2023, we joined a consortium of the world's leading tech distributors to explore areas of opportunity for the IT industry and sustainability was an area of focus. We highlighted TD SYNNEX's carbon-reduction efforts, including initiatives related to green energy and logistics, building a circular economy and product sustainability. The event reflects our commitment to contribute our experience to the growing body of knowledge around sustainability and its critical importance to the IT industry's future. In addition, we are participating in a project with GTDC and other technology focused companies and organizations on product sustainability attributes. The project's goal is to drive standardization, enhance data availability and transparency, and as a result provide opportunities for the industry to make their combined value chains more sustainable.

Our Corporate Citizenship Commitments



Environmental Commitments

Our goal is to help build a healthier planet and develop a more sustainable approach to doing good business. To do this, we are committed to setting emissions-reduction targets in our own operations, increasing our sustainability initiatives and supporting our customers and vendors to reduce the impact of technology products. Our environmental commitments include:

Science Based Targets Initiative (SBTi)
Following validation from SBTi, we are proud to commit and work toward achieving the following science based targets:

By 2028:

- 90% of our suppliers by spend covering purchased goods and services will have science-based targets.
- 58% of our customers by revenue covering use of sold products will have science-based targets.

By 2030:

- Reduce absolute Scope 1 & 2 GHG emissions by 42%.[2]

By 2045:

- Reach net-zero GHG emissions across the value chain.[3]

Additional Goals:

- Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling.
- Further deploy Environmental Management Systems such as the International Organization for Standardization (ISO) 14001.[4]

Learn more about our progress on environmental commitments.

Social Commitments

Our commitment to our co-workers and our communities is essential to our success. To support them, we are dedicated to increasing co-worker engagement, expanding representation in our workforce and partner ecosystem and empowering underserved communities by helping to bridge the digital divide. Our social goals include:

By 2025:

- Increase representation of underrepresented groups in our workforce.
- Double co-worker participation in our BRGs.

By 2030:

- Increase representation of those who identify as women to 50% of our workforce and 40% of our people leaders.

Additional goals:

- Increase the diversity of our partner ecosystem.
- Help bridge the digital divide by providing devices, digital skills training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people.

Learn more about our progress on social commitments.

[2] Reduction is based on a 2022 base year.
[3] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.
[4] ISO 14001 refers to the set of standards put forward by the International Organization for Standardization focused on environmental management systems.

Environmental Sustainability

TD SYNNEX is a solutions company driven to deliver transformative results. Through our Corporate Citizenship program, we're applying that strength to unlock progress toward key environmental goals. We're committed to expanding the circular economy, sharing our sustainability insights and achieving net-zero GHGs in our global operations by 2045. By engaging our global co-workers and channel partners, we aspire to advance environmental sustainability — not only at TD SYNNEX but industrywide.



Activating Our Strategy in FY2023

Submitted our near- and long-term emissions-reduction targets to the SBTi and targets were validated in May 2024

Hosted Sustainability Summits for co-workers in two regions: Latin America and the Caribbean (LAC), and Asia Pacific and Japan (APJ)

Grew the number and reach of our co-worker-led Green Teams to include nearly 40 teams that are engaging our global sites

Expanded sustainability-focused training and education with a third module on Carbon

Activated our two towers of specialization: Sustainable Logistics and Circular Economy

Sustainability Metrics and Reporting



By measuring our performance, we can identify where we're making environmental progress and how we can continue to improve. This also equips us with insights that we can share with co-workers, customers, partners, shareholders, regulators and other stakeholders.

As we continue to deepen our sustainability efforts, we strive to be accountable and transparent each step of the way. The stories and data shared throughout this report reflect that commitment.

We are proud to mark our second year of corporate citizenship reporting. To build on this progress, and our commitment to continuous improvement, we are constantly evaluating ways to strengthen our internal process controls for data. Since our last report, our sustainability team collaborated closely with our Internal Audit and Legal teams to enhance sustainability data controls to ensure we keep pace with the evolving regulatory landscape.

Out of these collaborations, we implemented several measures to improve our data collection and reporting processes. First, we have enhanced our administrative reporting procedure per our Internal Audit recommendations, incorporating heightened data checks and process controls. Second, we have shifted to a new carbon accounting tool with more robust process controls and quality checks. And third, we have developed and implemented a Chain of Custody process for stakeholder reporting, providing greater accountability and traceability of our data. We are continually focused on improving our data collection process and controls and will explore additional measures in the future such as external assurance.

We're motivated by the recognition we've received for our sustainability performance in 2023, including earning a silver medal from EcoVadis. We also submitted our Climate Change performance to CDP for the second time, earning a Management (B-) score. These two year-over-year improvements reflect the expansion and enhancement of our Corporate Citizenship program over the last year.

Environmental Commitment	Actions and Progress
Further deploy Environmental Management Systems such as the ISO 14001	Maintained ISO 14001 at close to 50% of TD SYNNEX real estate footprint

Achieving Sustainability Certifications at Our Sites

We align our operations with the leading standards for sustainability, safety, efficiency and quality management, including certification through International Organization for Standardization (ISO) 9001[5] and ISO 14001.

Sixteen of our locations are also certified with sustainable building standards, such as Energy Star, Leadership in Energy and Environmental Design (LEED), Building Research Establishment Environmental Assessment Methodology (BREEAM) and Energy Performance Certificate (EPC) certifications.

We are continuing to assess additional sites to expand our ISO and sustainable building footprint.

Certification Highlights:

- 80% of our real estate footprint is certified by ISO 14001, ISO 9001 or both.
- More than 10% of our real estate footprint have been certified to be a sustainable building.

[5] ISO 9001 refers to the set of standards put forward by the International Organization for Standardization focused on quality management related to performance and meeting customer expectations.

Climate Mitigation and Greenhouse Gases

The challenges of climate change impact all of us, and we all must step up to drive positive change. At TD SYNNEX, we've set a goal to achieve net-zero GHG emissions in our global operations by 2045.

Our roadmap toward progress covers areas from facilities and energy to transportation and logistics. We're also working with our customers, vendors and other partners to mitigate our supply chain emissions and promote sustainable products.

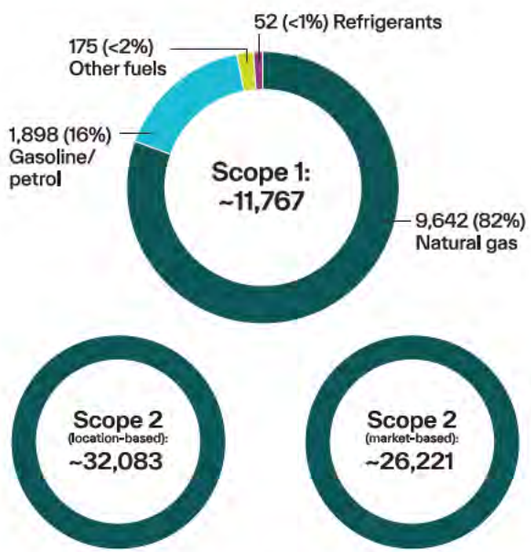
In FY2023, we submitted our near- and long-term targets to SBTi. In May 2024, we received validation for our targets, which we have included in this report. This milestone affirms that our decarbonization plan is ambitious and informed by leading science.

Addressing Scope 1 and 2 Emissions

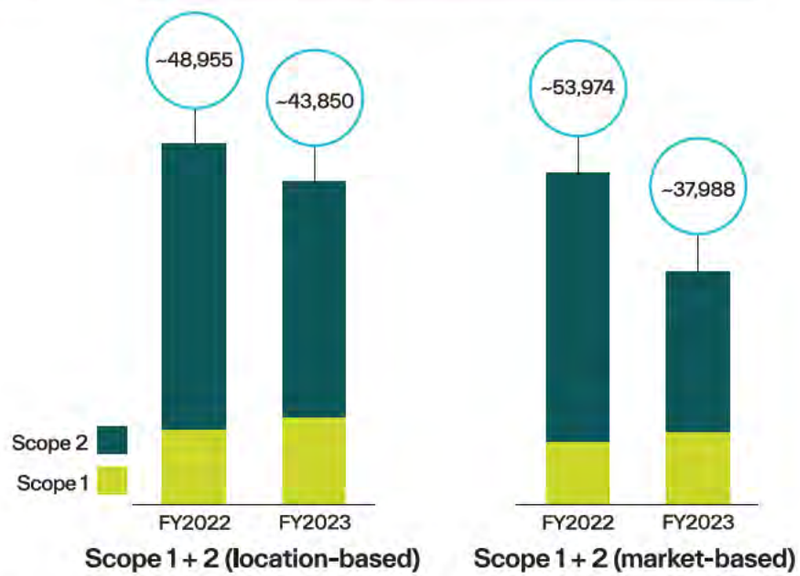
- In FY2023, we achieved a combined Scope 1 & 2 emissions reduction of approximately 30% over FY2022, primarily by transitioning several of our facilities to renewable energy.
- Our Scope 1 (direct) emissions derive from the natural gas we burn for heating, plus other fuels and refrigerants. We have started exploring decarbonization assessments for alternative heating and fuel options.
- Our Scope 2 (indirect) emissions mostly come from the generation of electricity we consume in our facilities. We are addressing this scope by reducing our energy consumption and expanding our renewable energy procurement, which is detailed on page 14. Currently, self-generated energy from solar installations at our facilities and purchased renewable energy now account for approximately 31% of our electricity use.

Environmental Commitment	Actions and Progress
Reach net-zero GHG emissions across the value chain by 2045[6]	We achieved a reduction of approximately 30% in our Scope 1 and 2 emissions from FY2022.

FY2023 Scope 1 and 2 Emissions (metric tons of CO_2e)[7]



GHG Emissions Trend (metric tons of CO_2e)[7]



[6] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

[7] Please refer to page 45 for GHG Inventory disclaimer.

Addressing Scope 3 Emissions

What they are: The majority of our carbon footprint is comprised of emissions from our value chain and also transportation-related activities.

How they're generated: They result primarily from the production and use of the goods and services we distribute, and through the transportation and use of products we bring to market.

The challenge: Because these emissions occur from sources beyond our direct control, they're more difficult to calculate and reduce.

How we're addressing them: We're promoting circular economy principles, green transportation, sustainable marketing, events and products, and best practice sharing, tools and education for our partners.

Here are some examples of how we took action in FY2023:

[8] PWC, The US electric vehicle charging market could grow nearly tenfold by 2030: How will we get there?

Moving Toward Sustainable Marketing

In Ireland and the U.K., our teams are raising the bar on environmentally conscious marketing. When selecting venues for events, they assess the site's policies with a focus on avoiding single-use plastics, encouraging recycling, offering plant-based food options and minimizing food waste. They also seek locations with electric vehicle (EV) charging infrastructure and accessibility to public transportation. With rare exceptions, they avoid hosting overnight stays. The team developed a carbon calculator to determine the approximate impact of various marketing activities, which serves to influence future strategy and choice of event size. They've also partnered with Treedom to purchase and plant trees based on the number of attendees at each event, planting 330 trees since the beginning of the initiative through FY2023. Moving forward, they're looking to integrate these practices into training for our Marketing co-workers while expanding the initiative across Europe, and in the U.S.

Promoting Sustainable Products and Solutions

Our team in France is working to reduce emissions that occur from product use. In FY2023, they began to identify sustainable product attributes for items such as laptops, smartphones and monitors. They considered factors such as whether the components, materials or packaging in an item were recycled, recyclable or biodegradable, and whether the item included industry-recognized energy labels or certifications. The team then created a "Green IT" filter for our e-commerce platform that empowers partners to make sustainable procurement decisions. Another partner focused initiative, started in the U.S. by our PowerSolv team, addresses the demand for zero emission transportation by developing advanced end-to-end charging solutions and consultation for our partners. The number of EVs in the U.S. is estimated to hit 27 million by 2030 and 92 million by 2040.[8] Looking ahead, these teams are focused on refining these initiatives and expanding them to other countries to maximize the benefits for our partnerships worldwide.



Curbing Emissions From Travel

In many regions, our company embraces a hybrid work schedule, recognizing the social benefits of workplace flexibility and the environmental gains from reducing commuting emissions. In Europe, we've shifted our company car policy toward hybrids and EVs, encouraging environmentally conscious work-related travel. These vehicles constitute over 20% of the region's fleet and over 40 locations now have access to chargers across our global footprint. Some European regions offer also incentives for co-workers to purchase or lease EVs and e-Bikes. Additionally in the region, we partner with Climate Partner to offset CO_2 travel emissions through certified projects that have a positive and direct impact on communities. In 2023, this resulted in the offset of approximately 2,306 tCO_2e through two high-quality, verified projects: the construction and operation of Mauritius' first large-scale solar plant (Verified Carbon Standard, VCS), and various photovoltaic plants in five different states of India (Gold Standard, GS VER).

Reducing the Impact of Our Operations

Our physical footprint includes both owned and leased locations, so we look for opportunities to upgrade our facilities with sustainable attributes as our contracts and local infrastructure allow. When a lease ends, we use the opportunity to move into a more modern, sustainable facility. In FY2023, we developed sustainable criteria for our global Real Estate team to evaluate new location opportunities. Among other factors, the list includes access to renewable electricity and fuel; the use of sustainable materials and resources; water and waste efficiency; sustainable building certifications; and access to public transportation. These criteria guidelines have already been included in recent Requests for Proposal (RFPs) to potential landlords and will be further implemented throughout FY2024. We also invest in refurbishing our existing locations and adding new features such as solar panels and EV infrastructure to make our warehouses and logistics centers as sustainable as possible.



Lightening Our Operational Impact in FY2023

Solving for Heating and Cooling Needs at a California Warehouse

When one of our warehouses in Tracy, California, required additional heating, we sought a more sustainable solution than traditional ceiling mounted heaters. We worked with the building owner to install active dampers in the wall louvers, which provide full-building ventilation. We also reprogrammed air handlers in the roof so that during the winter we could prevent cold air from circulating at night, and during the summer we could prevent warm air from entering the building. This initiative is expected to avoid over 100 metric tons of CO_2e emissions annually.

Reducing Paper in Our Iberia and Italian Offices

A pilot program is helping reduce the operational use of paper in our Iberia and Italy regions. Where possible, we have gone paper-free, communicating via alternate communication methods. We also understand that certain customers still require physical paperwork for their internal processes, so we have developed shortened versions of particular documents. We are printing fewer pages per month, but still delivering the necessary paperwork. Overall, we estimate we have saved around 1.7 tons of paper as a result of our focus this year.

Green Commuting in Germany Through Discounted Bike Benefit

We know that one of the best ways to commute to work — both for our co-workers and for the environment — is by bicycle. In Germany, our co-workers now are eligible to purchase a bike, including e-bikes, directly through the manufacturer at discounted rates. Access to a wide range of additional services, like access to trained consultants, if you have questions about your bike, full coverage, including theft compensation and mobility guarantee in case of damage, access to the Green Bicycle Club App, and more ensure that co-workers get the most out of their experience.

Sustainable Warehouse and Office Design in Aalst, Belgium

We recently renovated our 5th largest European facility in Aalst, Belgium, focusing on enhancing resource efficiency. Measures include optimizing heating and cooling systems, improving insulation, upgrading to energy-efficient LED lighting and maximizing natural lighting. On-site solar panels currently power 20% of our energy consumption, with plans to expand. We installed faucet sensors and outdoor water permeable tiles that filter and recirculate rainwater back into operations, reducing water consumption by almost half. We also introduced a bike shed and electric vehicle charging stations for co-workers. Future plans include automating warehouse processes and consolidating loads to reduce emissions.

Investing in Renewable Energy Sources

The shift to a clean, reliable alternative to fossil fuel is imperative to achieve emissions and global net zero targets. At TD SYNNEX, the accomplishment of our net-zero by 2045 goal is dependent on a transition of our energy to renewable sources. Last year, we published our inaugural corporate citizenship report, and within a short timeframe we have already realized significant results as part of our commitment to reducing GHG emissions. TD SYNNEX has increased our electricity derived from renewable energy sources to approximately 31%.

Our wholly owned subsidiary, Hyve Solutions, transitioned its three largest manufacturing sites to 100% renewable electricity. In addition, many of our facilities in Spain, Italy, the United Kingdom, France and the Czech Republic have shifted to certified renewable-sourced electricity.

TD SYNNEX has procured renewable energy through self-generating solar and bundled Renewable Energy Certificates (RECs) or Guarantees of Origin (GOs) with the electricity consumed from the grid. In the locations where RECs or GOs are not available the company has obtained the equivalent documentation to support our claims. We are looking to continue to expand our renewable energy procurement across our global operations, driving further operational efficiencies and cost savings.

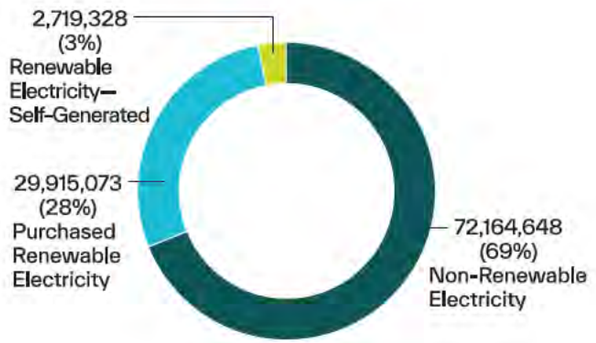
Leading the Renewable Revolution in the U.K.

In January 2023, our team in Basingstoke, U.K., completed the move to a new EPC- and BREEAM-rated office that boasts full LED lighting and light sensors, EV charging stations and solar panels on the roof. We also installed EV charging stations at our offices in Maplewood and Warrington and shifted to renewable energy at Magna Park. With our Basingstoke, Magna Park and Warrington sites all using renewable energy from the grid, 100% of our U.K. energy consumption is now sourced from renewable sources.

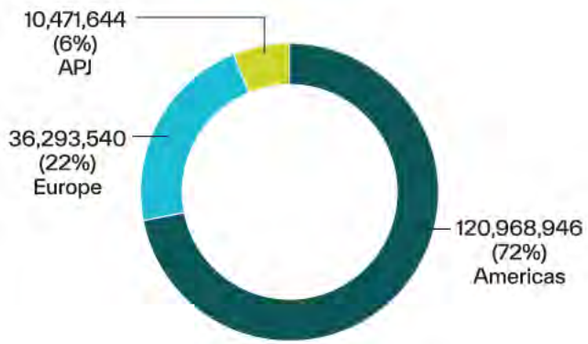
Setting the Stage for Long-Term Wins in the U.S.

We're currently working on a large-scale solar installation at our facility in Swedesboro, New Jersey, that we plan to complete in FY2024. This facility is our 7th largest site in the U.S. and the 10th largest globally, making this solar installation particularly impactful.

Global Renewable Electricity vs. Non-Renewable Electricity (kWh)[9]



Global Energy Use by Region (kWh)[9]



[9] Please refer to page 45 for energy and electricity use disclaimer.

Sustainable Transportation and Logistics

Driving Logistics Progress in France

In October 2023, TD SYNNEX France was awarded a Premium Transportation and Logistics label from the country's National Road Transportation Federation. TD SYNNEX was the only company with more than 250 employees to achieve the premium label, which it received during an awards ceremony held by the Ministry of Ecological Transition.

> "This award confirms our leadership position and will strengthen the loyalty of our customers who are increasingly focused on green supply chain issues."
>
> Li Yang, Transportation Manager at TD SYNNEX France

[10] MIT Climate Portal, Freight Transportation.

Zeroing in on Transportation and Logistics

Freight transportation plays a critical role — not only in our business and industry but in the global economy. Freight-based carbon emissions account for about 8% of global GHG emissions and experts predict that these emissions may double by 2050.[10] If we want to make meaningful climate progress, this is an essential issue to address. TD SYNNEX has identified Sustainable Logistics as one of two towers of specialization — areas where we're uniquely positioned to advance sustainable change (the other being the Circular Economy). We're currently focused on improving our collection of transportation data, with an emphasis on calculating the company's transportation-based emissions. This will allow us to better understand where to focus our decarbonization strategy.

To reduce our transportation-based emissions, we introduced a load optimization project for our shipments and lowered our material usage — and, as a result, our costs — associated with repack boxes. We are engaging and collaborating with our logistics providers to explore more sustainable methods of distribution such as load and modal optimization.

Reducing Emissions by Consolidating Shipments for Our Customers

One of the ways we execute load optimization is through consolidation, which increases the load factor of vehicles, subsequently reducing per parcel emissions. We used this approach for a major customer, strategically consolidating delivery from our regional warehouses to two of the customer's locations. This resulted in more than 10,000 tons of shipments being shifted into the cleaner truckload (TL) method. We estimate that more than 1,500 metric tons of CO_2e have been avoided in the first year of the program. Other benefits have included cost savings, greater customer satisfaction due to fewer shipping losses, increased security and less damage due to decreased handling.

Calculating Our Transportation-Based Emissions

In Europe, we used the distance-based method to automate our calculations of GHG emissions per shipment. In this method, the distance is multiplied by the mass of goods being transported and relevant emission factors provided by U.K. Department of Environment, Food and Rural Affairs (DEFRA). We based our distance-per-shipment calculation on each shipment's origin and destination using Google Cloud API. The results are accessible through Microsoft Power BI, an interactive data visualization platform. We plan to expand them to include inbound and intra-company transportation before rolling out similar calculations to the rest of our regions.

Logistics Partnerships Help Decrease Emissions

This year, Belgium and the Netherlands worked to increase green transportation by engaging with vendors, carriers and customers. For example, we participated in a project organized by one of our main carriers to decrease their footprint impact by 400 tons of CO_2 emissions. We also aim to increase the efficiency of shipments by maximizing orders with the customers and consolidating them.

The Circular Economy

Many of us spend our days interacting with an array of digital devices. We move through the world toting smartphones, laptops, tablets and smartwatches — plus all the associated cords. But what happens when our devices stop functioning, or when we upgrade to something new?

Typically, they wind up contributing to global electronic waste (e-waste), of which the ITU, a specialized agency of the United Nations, reported that in 2022 a record ~62 million metric tons of e-waste was generated globally.[11]

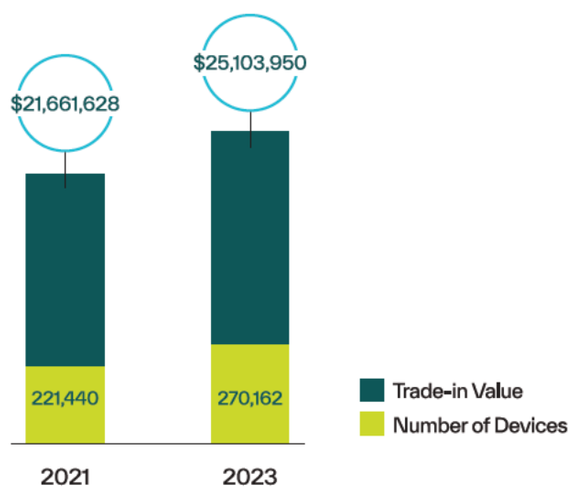
Globally, less than one-fifth of e-waste is properly collected and recycled. But over the past 20 years, companies have enhanced ways to meet customer needs while reducing enterprise waste. That has led vendors, distributors and customers throughout the IT channel to begin adopting a circular economy mindset. In this model, products remain in circulation by being reused, repaired, remanufactured or recycled. It's a closed-loop framework that challenges the standard, linear product life cycle, in which raw resources become products that consumers eventually discard as waste.

At TD SYNNEX, the circular economy is one of our two towers of specialization. As the world's largest IT distributor, we leverage relationships with thousands of vendors and customers to intervene in linear systems of e-waste management in favor of circular models. Three of our businesses — PCW, Shyft Global Services and TD SYNNEX Renew — provide customers with life-cycle management services including redistribution, refurbishment, recycling and more.

In FY2023, we continued to expand these services while engaging customers and end-users on their various benefits. We saw increased participation in our Circular Economy Badge training program. Our TD SYNNEX Renew device trade-in program also saw a ~22% increase in volume of devices and ~16% increase in trade-in value for our partners since FY2021. With the market for second-hand smartphones alone forecasted for a compound annual growth rate of 8.8% through 2027, these services are a promising pathway for both environmental progress and market growth.[12]

Environmental Commitment	Actions and Progress
Embed circular economy principles into our product life-cycle management strategy and partner with stakeholders to minimize waste through repairs, refurbishment and recycling	Continued to embed and promote circular economy principles by expanding our IT Asset Disposition services and partnering on renew and refurbishment programs with our partners

TD SYNNEX Renew Device Trade-In Program Growth



[11] UNITAR Global E-waste Monitor, GEM 2024 - E-Waste Monitor (ewastemonitor.info).
[12] IDC, Worldwide Market for Used Smartphones Is Forecast to Surpass 430 Million Units with a Market Value of $109.7 Billion in 2027, According to IDC.

How We Bolstered the Circular Economy in FY2023



Partnering with tech's top brands to expand renew, refurbishment and trade-in services

PCW is the largest wholesale distributor of new excess, end-of-life and factory-recertified IT products in the U.S. The division recently launched a product renew program with Google and Xbox and began selling Microsoft Authorized Refurbished products. PCW also manages the new TD SYNNEX Apple trade-in program, which will enable us to further reduce the number of devices in landfills.



Maximizing the lifespan of medical devices and avoiding waste

Shyft Global Services provides end-to-end product and customer life-cycle management services. They've recently been working with medical device customers to establish programs that enable decommissioned products to be sent to Shyft for testing and possible refurbishment and reuse. Shyft already has four products in its consumable to repairable offerings, which have prevented thousands of units from being recycled or scrapped. Additionally, all of Shyft's primary facilities are ISO 13485[13] certified to help ensure that medical devices are safe and used for their intended purpose.



Diverting more mobile devices from landfills across Europe

In our European region, we developed a graduated channel for mobile devices that will enable TD SYNNEX to give even more mobile phones a second life in FY2024. We have developed a robust trade-in platform that can be connected with our partners' portals to streamline the quotation and delivery of used handsets.

Our Positive Impact by the Numbers

~$81M

Value of manufacturer-renewed products redistributed by PCW

~523

Metric tons of repaired products returned to service via Shyft Global

~25

Metric tons of ferrous material preserved through TD SYNNEX Renew — with 70 pounds of rare material diverted from e-waste disposal

Our Ongoing Impact with Human-I-T:

Human-I-T is a nonprofit organization that provides devices, internet access, digital skills training and tech support to local communities while empowering organizations to do good by diverting technology from landfills. For additional details on our partnership with Human-I-T, see page 31 of this report.

1K+

Pounds of toxic metals diverted from landfills

$202K+

Donated since 2020

119K+

Computing devices refurbished and distributed to deserving communities

51K+

Pounds of technology diverted from the waste stream

human-i-t

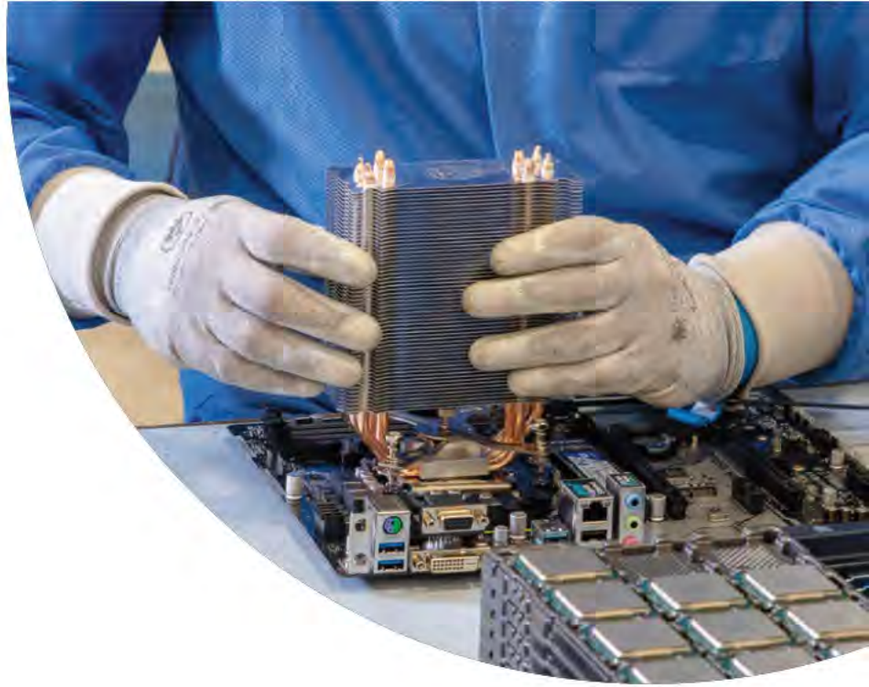
[13] ISO 13485 refers to the set of standards put forward by the International Organization for Standardization specifying requirements for the medical device industry's quality management system.

Responsibly Managing Materials and Waste

Our commitment to environmental stewardship not only guides us to reduce waste and material usage but also to ensure our products and waste-handling processes are safe. Our goal is to see that:

- The products we bring to market are properly labeled with applicable safety warnings and handling instructions to protect both users and the environment.
- Our vendors' products are compliant, which includes responsibly using raw materials and chemicals and reducing hazardous substances in materials, products and packaging.
- Any waste we collect related to our vendors' products, batteries and packaging is recycled and properly disposed of.

Additionally, in FY2023, our teams ensured our compliance with emerging regulations surrounding the takeback of e-waste, batteries and packaging in Europe. We also collected product information from our vendors to properly register materials of high concern, in line with emerging Surgical Care Improvement Project (SCIP) regulations. This supports the safety of the environment and those working at recycling facilities. Our strategy is to continue expanding these efforts in other regions so we can continue to drive compliance and improvements.



Modeling a Waste-Smart Mindset at Shyft Global Services

Our business, Shyft Global Services, specializes in technology life-cycle management, so it's no surprise Shyft's teams are committed to reducing operational waste. In 2023, they recycled nearly 400 metric tons of cardboard across their sites. In addition, their Groveport, Ohio, facility implemented new initiatives to reduce its electricity and emissions while creating more capacity for repair programs that extend product life and reduce waste.

Reducing Waste in Our BENELUX Region

In the offices and warehouse in Belgium, we have reduced the waste by 31% through initiatives such as better sorting and recycling, and including recycling on contract negotiations with vendors that govern the process for scrapping and recycling returns at our locations.

A Culture of Sustainability

We believe in the power of every co-worker at TD SYNNEX to lead positive change. We're invested in building a culture that fosters a sustainability mindset, which co-workers can apply in their day-to-day roles.

Our Sustainability Working Group is a team composed of co-workers from many different functional areas, including Sustainability, Procurement, Operations, Legal and Sales. The group meets monthly to collaborate, share success stories and updates, and communicate goals affiliated with sustainability initiatives.

In addition to the Sustainability Working Group, our global network of Green Teams empower co-workers to organize sustainability initiatives across our sites. In FY2023, we expanded this network to include nearly 40 teams that led projects from beach cleanups to recycling campaigns and beyond.

During the year, we held two sustainability summits for co-workers in our LAC and APJ regions. The summits focused on building capacity to raise the bar on sustainability and included a discussion of the evolving regulatory landscape, competitive benchmarking and region-specific trends. They also included workshops on three key topics: data collection for reporting; energy conservation and renewable energy transition; and sustainable transportation and logistics. We see the summits as a way to build momentum in key regions and aim to scale our efforts over time.

Additionally, our wholly owned subsidiary, Hyve Solutions, holds monthly "Hyve Environmental Initiative meetings," which involve timely presentations and co-worker discussions of Environmental Sustainability topics; such as energy use and conservation, carbon footprint analysis, and waste minimization and recycling.



Expanding Our Impact Across Regions

Year after year, our teams inspire us with their passion for caring for their communities and the planet. Here's how they rallied together to make a positive impact in FY2023.

Our LAC region launched a program focused on environmental stewardship and community support. In its first year, the program hosted multiple activities, with participation from more than 90 co-workers throughout Argentina, Chile, Colombia, Ecuador and Peru. The activities included tree planting — which was a focus in FY2023 — as well as opportunities to help improve local food security and community health.

In Barcelona, Spain, TD SYNNEX gathered multi-functional co-worker teams for a week of hackathon events where collaboration, problem solving and rapid innovation help the team tackle real-world problems. Four out of five proposals are being implemented. The winning proposal was for a tool to manage and mitigate the impact of price changes across departments. As of early 2024, one of the proposals, a carbon emissions tool integrated on the Microsoft Power BI platform, is being used to share carbon emissions reports with our customers, as explained on page 15.

In our quest to lower GHG emissions, opportunities for energy savings are as good as gold. In Europe, we led our teams on energy treasure hunts to identify each site's energy baseline and opportunities for improvement. They compiled the top opportunities into a report on EU findings and coordinated follow-up meetings to develop implementation plans. Through initiatives such as optimizing sites' room temperature settings and reducing electricity used for plug-in devices, our pirate crews successfully achieved their goal of reducing energy consumption in our European operations by 15%.

Our Costa Rica-based Green Team engaged co-workers throughout Caribbean and Central America (CCA) in several volunteer opportunities and educational sessions. In April, they held a virtual Waste Management meeting to discuss best practices related to waste collection, separation and disposal, and they hosted a beach cleanup at Playa Guacalillo in July. Meanwhile, our teams in Mexico, one of the most populated countries in the world, focused on properly sorting and, whenever possible, recycling various forms of office waste.

Our teams in India installed water-saving devices in their Mumbai and Delhi offices that will save approximately 292,500 liters of water each year. They also recycled nearly 3,700 pounds of paper to save the equivalent of approximately 30 trees.



Our Green Team in Brazil had a busy year focused on action and education. They launched a Seeds of Knowledge communications series with environmental tips for co-workers and hosted an upcycling workshop to transform egg cartons into necklaces for women undergoing cancer treatments. They also hosted a "plogging" event, collecting and recycling sidewalk litter and recycled caps from plastic bottles to raise money for animals via a local non-governmental organization.

Following the APJ Sustainability Summit, regional Green Teams examined 19 local offices and warehouses to identify areas where energy conservation measures could reduce operational carbon emissions. Together with co-workers on the ground, they implemented a range of initiatives including a trial project to power off demo servers on the weekends in Singapore and office surveys to identify and address heating- and cooling-based energy loss. They also optimized light usage and conducted awareness sessions to encourage co-workers to be more conscious of the resources they use.

Biodiversity

As a company that relies on earth's natural resources and minerals to create the products that power the technology ecosystem, we value and work to protect those resources through multiple initiatives. The stakes could not be greater; with strong biodiversity comes the potential for discoveries that could improve life for all, including supporting medical advancement, an abundant food supply and even responding to climate change.[14]

We also believe in taking action to support biodiversity. This year, TD SYNNEX engaged co-workers in our first-ever Earth Month, hosting a variety of activities such as fireside chats with our partners Treedom and Human-I-T. We began partnering with Treedom to plant a tree for each of our full-time co-workers in FY2022. One year later, we've grown our TD SYNNEX Forest to include more than 33,000 trees of several varieties. These trees are planted in agroforestry systems that support the livelihood of farmers as well as biodiversity.

Growing Our Impact With Treedom

Over 8K
Metric tons of CO_2e absorbed by the TD SYNNEX Forest

3
Countries directly impacted



Over 33K
Trees planted to date

~2K
Farmers engaged



[14] Environmental Protection Agency

Education and Thought Leadership

We aspire to see environmental progress take hold not only at TD SYNNEX but throughout the IT channel. Based on our areas of expertise — and the lessons we're learning as we advance our sustainability journey — we have an opportunity to help others achieve their own sustainability goals.

In FY2022, we introduced our industry-leading badge training program to provide our co-workers, vendors, customers, partners and other IT leaders with critical information about sustainable practices. We resumed the program in FY2023 and expanded it to include a third module on Carbon, in addition to the two existing modules on Sustainability Essentials and Circular Economy. We continue to see greater participation and completion of the modules and look forward to continued growth as we add additional topics.



Through 2023, we've issued:

over

700

sustainability badges to channel partners and co-workers

With our SBTi goals of getting 90% of our suppliers and 58% of our customers started on their own science-based targets setting journey by 2028, we are working to further develop our education and thought leadership pillar. Furthermore, this deepens our passion and efforts to drive sustainability in the IT Channel and build a more sustainably conscious supply chain overall.

Helping Our Partners Qualify as Cisco Sustainability Specialists

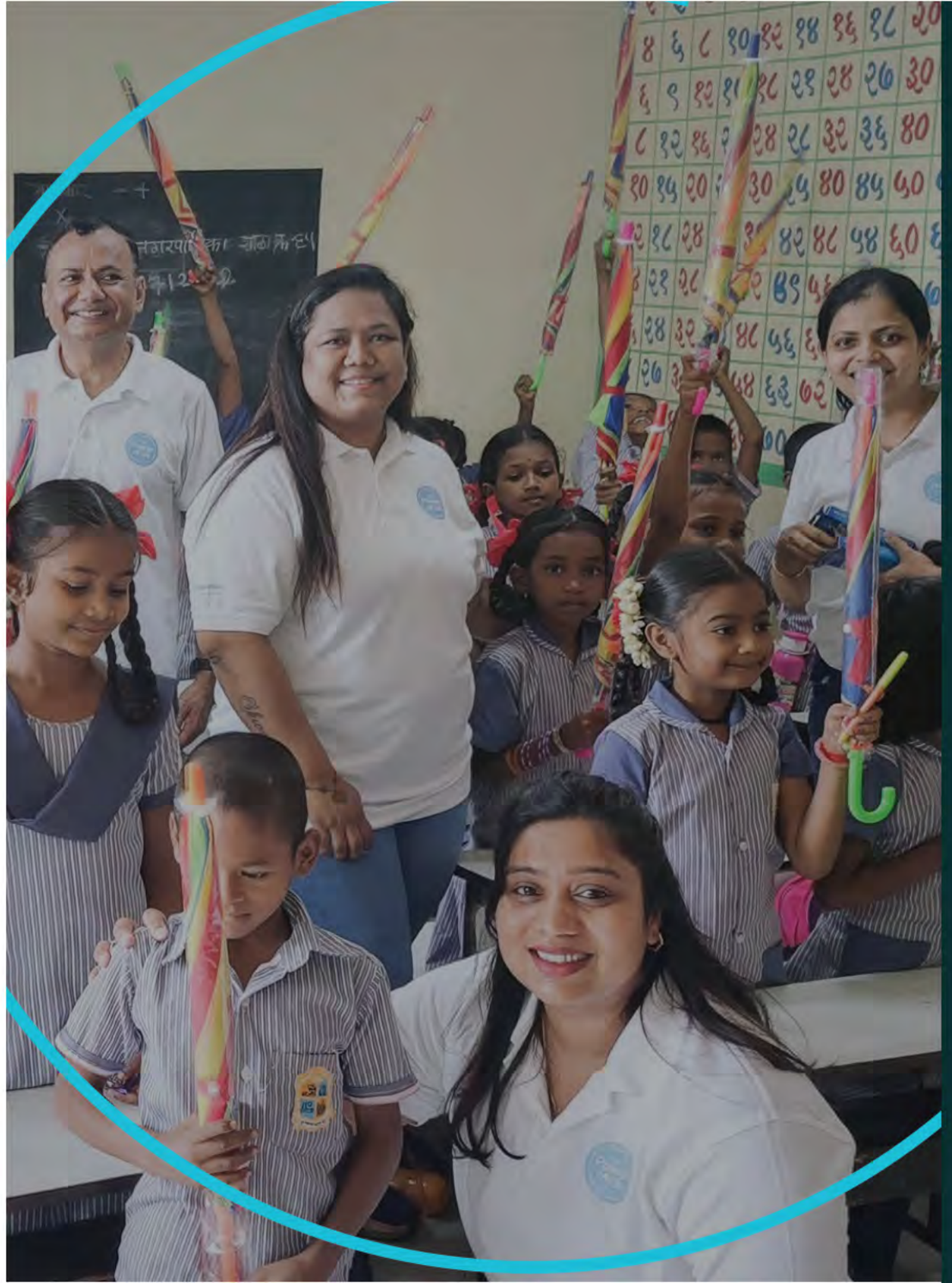
Cisco's Environmental Sustainability Specialization equips companies to support their customers' life-cycle management process and deliver services tailored to their individual needs. After achieving this accreditation across our European footprint in early 2023, we went on to launch our own course for accreditation in March. Since then, we've helped more than 20 partners become Cisco-approved sustainability specialists in the U.K.

Qualified partners can take advantage of the Cisco Refresh program to offer certified re-manufactured Cisco products, often at a reduced price. Partners can also use Cisco solutions to enable smart buildings, gather data and unlock further efficiency improvements.

> **"By giving our partners the opportunity to attain this accreditation, we're enabling them to provide their customers with informed and intelligent advice on sustainability choices on Cisco technologies."**
>
> Jon Sawdon, Business Unit Director, Cisco and Enterprise Networking, TD SYNNEX U.K.

Social Responsibility

We talk a lot about the IT ecosystem, and that might conjure up images of devices with glowing screens. But technology is also about people and the ways we connect. We believe in the power of people at TD SYNNEX, and we invest in our co-workers and communities to help them thrive. Our culture is strengthened by our differences, oriented toward a common purpose and built on the idea that when we care for one another, we all win.



Activating Our Strategy in FY2023

Launched our new LEAD program to promote leadership development

Achieved our goal to double co-worker participation in our BRGs two years ahead of schedule

Launched a dynamic new volunteer platform, to create a central source of real-time data on co-workers' volunteer activities around the world

Made our largest contribution of devices to date to our community partner, Human-I-T

Empowering People to Be at Their Best

Our business depends on our ability to attract, retain and develop top talent. That's why we focus on providing resources to help our co-workers do their best work. We want TD SYNNEX to be a place where people can be happy, healthy and safe — a place where they can succeed in their roles while continuing to grow.

In FY2023, we focused on expanding opportunities for our co-workers to learn, develop and lead. We also enhanced our ability to support the many dimensions of well-being for our co-workers worldwide. Two years into our merger, we continued to align workplace practices across our legacy companies. For example, by implementing a unified process for global succession planning, we can ensure a smooth transition from a co-worker's first day on the job until their last.

Tuning in to the Insights of Our Co-Workers

Our employees have powerful insights, so we regularly invite them to share what's working well in our workplace and how we can improve. Each year, we conduct our Your Voice Matters employee engagement survey, which includes more than 50 questions covering a broad range of topics. We completed our most recent survey in the fall of 2023 with a global participation rate of 77%. We also received an overall engagement score of 74, which compares favorably to other tech companies and broader industries. In addition to our annual survey, we use pulse surveys to engage our co-workers on targeted topics.

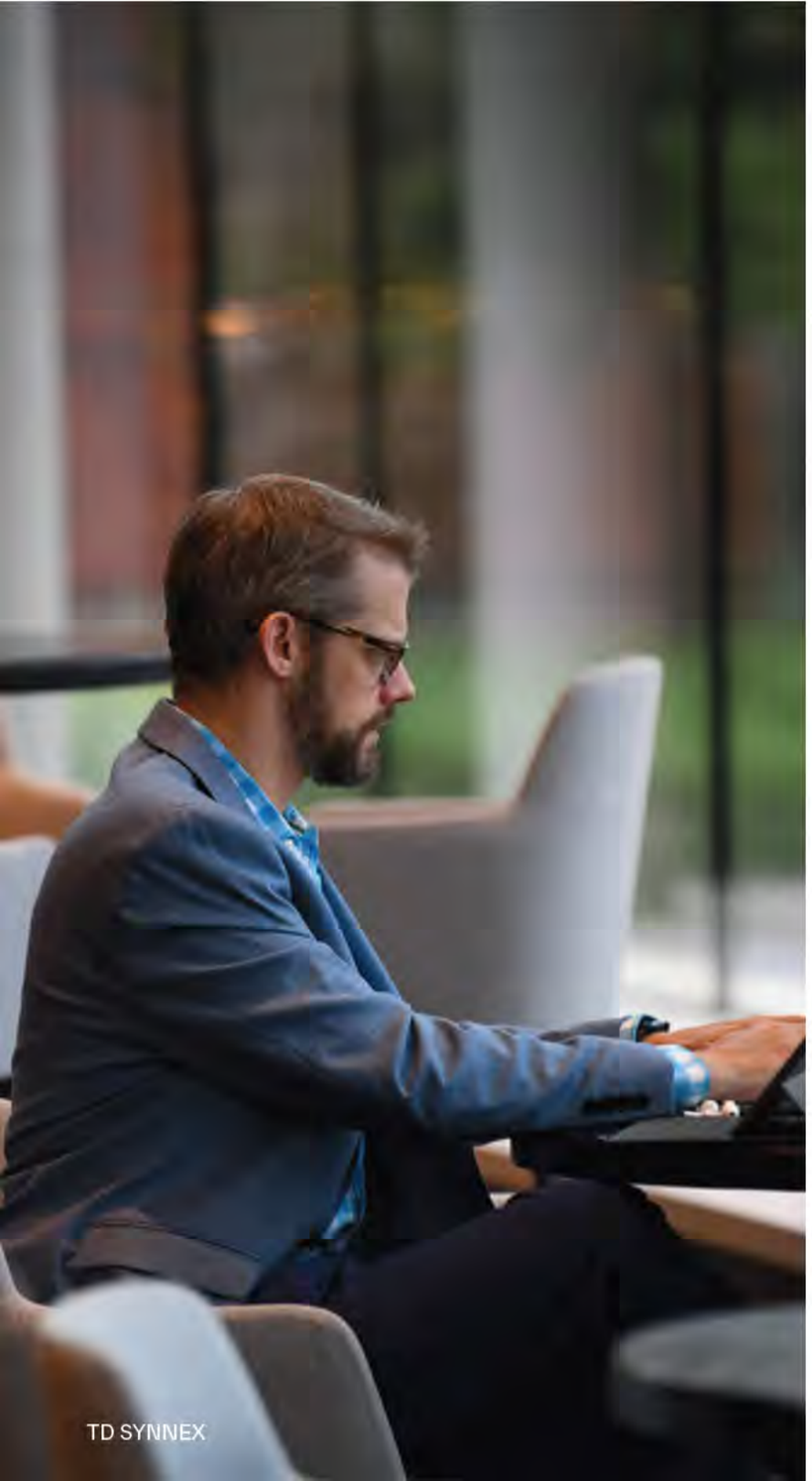
Promoting Professional Growth

Whether they're overseeing an entire department or serving as a member of a small team, we believe that every co-worker has the potential to lead. In recent engagement surveys, co-workers have let us know that they're eager for opportunities for professional growth. With that in mind, we invested in the following training and leadership development initiatives in FY2023.



TD SYNNEX Continues to Be a Great Place to Work

For the second year in a row, TD SYNNEX was proud to be Certified™ as a Great Place to Work® in 10 countries in 2023. This prestigious award is based on a survey of our co-workers' experiences. In the U.S., more than 74% said TD SYNNEX was a great place to work, compared to 57% of employees at the average U.S. company.



Investing in Training for High-Growth Areas

In the tech industry, new topics and technologies are constantly taking shape, from the latest developments in large-scale cloud platforms to new considerations regarding artificial intelligence (AI). For co-workers from across our enterprise — especially in high-growth areas, such as sales — we're expanding resources to build knowledge around these emerging topics. We currently offer more than 10,000 courses and multiple certifications.

Unlocking New Opportunities to Lead

One of our major accomplishments of FY2023 was rolling out our new LEAD program, which stands for Leading for Empowerment, Accountability and Development. The program supports professional growth for co-workers of all levels and stands to boost our culture and performance. LEAD is focused on enabling co-workers to develop behaviors that are aligned with our Servant Leadership in Action model. Using a tiered approach, we began by rolling the program out to those at the level of vice president and above. We will continue administering LEAD to all directors, supervisors and managers, with an aim to have participants complete all three modules over the next two years. We also offer a self-paced learning component to all individual contributors. As of March 2024, approximately 90% of managers and above completed at least one LEAD module.

Promoting More Productive Coaching With Career Flow

As we strive to build a strong leadership culture, we're finding ways to improve the coaching experience. Our new Career Flow program provides resources to help our teams bring development into focus. Career Flow includes a library of resources — such as e-learnings, manager guides and a development catalog — that managers and co-workers can use to structure their conversations during quarterly touchpoints. The goal is to help co-workers consider what avenues they'd like to seek in their careers and plan their pathways forward.

Maintaining a Safe Workplace

Workplace safety is a fundamental element of our co-workers' well-being and our commitment to creating an environment where they can deliver great results.

We regularly review our safety practices, tracking incidents and near misses to understand the root cause of safety issues and how we can prevent them throughout our organization. In addition, we have set structures and responsibilities, targeted goals and objectives, and detailed logs we report. Our required safety training covers our standard for reporting safety incidents. We also provide safety courses that are tailored to our co-workers' various roles. In FY2023, we focused on unifying our approach, creating a formal Health & Safety policy and shifting to a single vendor for all safety data sheets in the majority of our regions.

We aspire to a goal of zero accidents and injuries and work diligently to identify and mitigate potential risks. These risks vary across our workplace settings and geographical locations, which include offices, logistics centers and warehouses. In each, we follow all jurisdictional requirements including federal and local levels. Our facilities in France and Germany hold ISO 45001 certifications for managing occupational health and safety risk and performance. In the U.S., we align our practices with the guidance of Occupational Safety and Health Administration (OSHA) standards. We also comply with state-specific safety standards and have established internal requirements, which tend to exceed those outlined by OSHA. For example, we adhere to California's Injury Illness Prevention Program — not only in California but across the U.S. — which establishes best practices for identifying hazards and taking corrective and preventive actions.

Supporting a Broader Sense of Well-Being

We take a genuine interest in our co-workers' physical, mental, financial and social well-being. In recent surveys, this is an area where our co-workers have asked for extra support. We're providing that support through our Life Empowerment Assistance Program (LEAP) offering, which helps our co-workers find balance and navigate challenges in their work and personal lives. It's available for crisis situations and to address the emotional, practical and physical needs of our co-workers and those with whom they are close.

Our core well-being features include work-life consultations and up to six sessions each focused on counselling, life coaching and mindfulness. We offer hybrid work schedules when feasible, depending on job function, allowing co-workers the flexibility to balance working remotely and on-site. We've also introduced Global Well-Being Champions who support well-being across our regions and sites. In FY2023, we moved to a new third-party wellness provider that better aligns with our global, inclusive approach and allowed us to expand our wellness offerings. Additionally, our comprehensive benefits program now includes several voluntary offerings such as auto and home insurance; hospital indemnity; critical illness coverage; identity protection and more.



It Takes a Team: What Well-Being Looks Like at TD SYNNEX Mexico

Our co-workers at TD SYNNEX Mexico invest in programs to build emotional intelligence, confidence and skills — with initiatives that span from the office to the field. In FY2023, they hosted a soccer tournament for more than 100 co-workers, customers and business partners that enabled players to network, bond and exercise while releasing stress. The region also promoted Suicide Prevention Month to raise awareness for mental health, and leaders hosted quarterly conferences focused on accountability and improving co-workers' quality of life. These events build on a successful mentorship program and a new Great Place to Work® course aimed at making participants more aware of their contribution to the company's results.

Creating a Culture Where Everyone Feels Connected

Our teams are strongest when they bring together co-workers with diverse backgrounds, perspectives and expertise.

We believe our differences and our common purpose make us who we are. In seeking to understand one another, we treat our colleagues with dignity by showing respect. We also empower ourselves to learn, evolve and help our partners achieve great results.

This perspective underpins our commitment to diversity, equity and inclusion (DEI), which we furthered with initiatives around the globe in FY2023. For example, our LAC region created its own DEI Council and our APJ region hosted events around cultural diversity, inclusive language, International Women's Day and Pride. We also increased the reach and participation of our BRGs. These efforts are part of our enterprise DEI strategy, which is overseen by our central DEI team and supported by leaders and co-workers worldwide.



Company

We prioritize accountability and aim to see that resources, processes and measurements are in place to support our commitments so that co-workers clearly understand their roles.



Culture

We know our differences make the difference. We value, respect and celebrate our diversity. Through our councils, BRGs and co-workers, we create opportunities to educate, celebrate and recognize our diverse co-worker communities and our inclusive culture.



Community

We emphasize corporate citizenship to engage and uplift our local communities and we leverage our position to help build a diverse and robust IT ecosystem.

Increasing Representation in Our Global Workforce

Our DEI strategy guides us to build a diverse and talented workforce. To drive progress, we launched a new inclusive recruitment commitment in FY2023. The commitment applies to all external hires for roles at the people manager level or above and requires global hiring managers to ensure women represent at least half of their candidate slates. U.S. hiring managers must ensure that at least half of each candidate slate includes underrepresented candidates. To hold hiring managers accountable, those who wish to move forward with a candidate outside of these stipulations must receive approval from a member of our executive leadership team. Since launching this initiative in January 2023, approximately 50% of our new hires have been from underrepresented groups.

This year, we began a partnership with workplace equity specialists, establishing pay equity methodology and a global analysis that lead to piloting a new pay equity tool that brings data into our hiring decision process. We have also extended our online compensation training to all people managers and embedded it into the new manager onboarding process. Looking forward, we plan to pursue Fair Pay Workplace certification and continue our effort to be an inclusive, equitable employer to all current and potential employees.

Additionally, we've created a new dashboard to make our workplace demographic data more accessible to our company's leadership so they can better understand how we're progressing toward our goals. We also reimagined our external hiring platform from the ground up — creating a new career site that features our commitment to DEI and information about our growing network of BRGs.

[15] Excludes Hyve Technologies co-workers.

Social Commitment	Actions and Progress
Increase the representation of underrepresented groups in our workforce by 2025	• Launched a global inclusive recruitment commitment • Created a new dashboard to make our workplace demographic data more accessible to leadership • Reimagined our career site to support inclusive recruitment
Increase the representation of people who identify as women to 50% of our workforce by 2030	• Publication of gender metrics for transparency and tracking • Performed a Diversity Talent Review • Global expansion of women-focused BRG Elevate • Expansion of female mentoring programs in North America, Europe, APJ • Increased representation of people who identify as women from 27% to 28% in leadership roles year-over-year[15] • Launched LEAD program to support professional growth for co-workers • Established Career Flow resource to help co-workers plan their careers • Increased representation of people who identify as women from 42% to 43% of our workforce
Increase the representation of people who identify as women to 40% of our leadership roles by 2030	

Celebrating Women in the Channel

In FY2023, CRN®, a brand of The Channel Company, recognized 19 TD SYNNEX leaders on its annual Women of the Channel list. The list celebrates women from vendor, distributor and solution provider organizations whose expertise and vision are leaving a noticeable and commendable mark. Two of our leaders were also named to the Power 100 list, which spotlights female executives whose insight and influence are helping to drive channel success.

Embracing Representation in Our Partnerships

North Carolina-based coffee shop and roastery, 321 Coffee is staffed by individuals with intellectual and developmental disabilities, providing them a chance to flourish and grow. We were honored to host their CEO and a barista at our annual TD SYNNEX Inspire conference, where we presented them a $5,000 donation, which was then matched by Lenovo. TD SYNNEX partners were then treated to a behind-the-scenes look at 321, where they learned about the roasting process, saw the equipment that helps create an accessible and independent workplace and observed the many sustainable practices 321 has embedded into their operations.



Supporting Inclusion Through Our BRGs

Our BRGs, Business Resource Groups, are co-worker led communities centered around underrepresented affinities and identities. They support workplace inclusion while empowering our colleagues to connect, learn and lead. In FY2023, we doubled co-worker participation with BRG channels in The Current, our internal communications platform, therefore achieving our 2025 goal.

Social Commitment	Actions and Progress
By 2025	
Double co-worker participation in our BRGs	Exceeded by more than doubling participation in FY2023

Several BRGs, such as Elevate and Spectrum, increased their number of chapters, with Spectrum coordinating events to celebrate Pride month with co-workers around the globe. Throughout our U.S. logistic centers, we saw strong participation with Patriots, dedicated to the military community, and other BRGs. Similarly, we saw significant growth in Europe, where we recently launched Limitless, a disability and neurodiversity focused BRG that we plan to expand to the U.S. in FY2024. To further integrate our BRGs with our company, we asked each of them to define a roadmap in FY2023 that aligns with our DEI strategy pillars. Moving forward, we aim to increase executive engagement in BRG- and DEI-focused events and to continue expanding our BRG network worldwide.

Advocating for Ecosystem-Wide Change

As we cultivate a diverse, equitable and inclusive culture within TD SYNNEX, we're also working to enact broader change. In FY2023, we created a workstream through our North American Diversity and Inclusion Council that is dedicated to advancing DEI throughout the IT ecosystem. The workstream includes a new Diversity Alliance program that enables us to identify which of our resellers, customers and service providers are certified minority-owned businesses. The program is also designed as a forum in which we can share insights, policies and practices to help our partners expand their capabilities and capacity.

These efforts build on our enterprise Supplier Diversity program, which aims to increase direct and indirect spending with diverse businesses, including those owned by minorities, veterans, people with disabilities, LGBTQ+ individuals and women. We leverage a diverse supplier spend database to track our spending with diverse suppliers and identify opportunities to grow our spending in this regard.

Social Commitment	Actions and Progress
Increase the diversity of our partner ecosystem	- Created a diversity partner workstream as part of our DEI Council priorities - In the U.S., included DEI in our Vendor Summit and Inspire 2023 event and VisualSolv Executive agendas - Expanded our Diversity Alliance Program - Recorded non-trade spend with minority owned businesses

Our Expanding Network of BRGs



- **Elevate** - Dedicated to attracting, retaining and advancing women
- **Embrace** - Dedicated to recognizing and celebrating all cultures and ethnicities represented in UK&I
- **Patriots** - Dedicated to recruiting and supporting military veterans, active service personnel and military family members
- **Spectrum** - Dedicated to recognizing, advancing and supporting LGBTQ+ co-workers
- **Beacon** - Dedicated to recognizing, empowering and advancing Black co-workers
- **Fuerza** - Dedicated to empowering, developing and celebrating Hispanic and Latinx co-workers
- **Rise** - Dedicated to celebrating, supporting and advancing Asian and Pacific Islander co-workers
- **Limitless** - Dedicated to supporting an environment that welcomes, celebrates and nurtures those with differences and disabilities

Engaging Our Local Communities



TD SYNNEX

We have the power to do good in the world — not only through our work but by sharing our collective resources, time and expertise. Our Community Relations program is structured around the pillars of Digital Divide, Children and Wellness, in which we strive to engage our co-workers and neighbors to help make life better for those in need.

Co-workers can get involved through our Volunteer Ambassador Network (VAN) and by requesting funding for organizations that align with our pillars through our Charitable Giving programs.

In FY2023, we continued to grow our impact through community partnerships and three signature events: our Volunteer Month in December, our Next Meal campaign in July, and our annual Share the Magic campaign in North America. We also launched a new volunteer platform to better track our co-workers' efforts.

Our Community Relations Pillars

1. We're bridging the **digital divide** by increasing access to digital technologies and literacy programs.
2. We support organizations that are focused on providing **children** with tools and resources today that will help them have a better tomorrow.
3. We recognize that **wellness** looks different for everyone — yet it's critical to living a more balanced life.

Giving the Gift of Time With Volunteer Month

Each December, TD SYNNEX co-workers are encouraged to give the gift of time by volunteering in their community. In December of 2023, we achieved 470 hours of collective volunteerism with 15 nonprofit organizations.



TD SYNNEX

Bridging the Digital Divide

We believe that anyone can do great things with technology — but first, they need access. At TD SYNNEX, we're working to bridge the digital divide by expanding access to literacy programs and digital devices. In October 2023, we held our Digital Inclusion Week, an annual week of awareness, recognition, and celebration around digital inclusion work, highlighted by a co-worker technology donation drive. One of our ongoing partners, Human-I-T, is a nonprofit organization that provides devices, internet access, digital skills training and tech support to local communities while diverting technology from landfills. These tools and services ensure everyone has the opportunity to use technology to live, learn, work and thrive. Since 2020, we've donated over $202,000 to support Human-I-T's social and environmental efforts, and in FY2023, we made our largest contribution of devices to date. We also launched a new program, in which we donate pre-owned TD SYNNEX Renew products to qualifying community partners. Already, we've leveraged the program to donate virtual reality equipment and HP notebooks and printers to schools and other organizations serving students in Florida and Illinois.

Social Commitment	Actions and Progress
Help bridge the digital divide by providing devices, digital skills, training, internet connectivity and technical support to underserved communities and leverage partnerships with similarly focused nonprofits, such as Human-I-T, to digitally equip approximately 20,000 households — touching the lives of 60,000 people	Achieved by equipping thousands of households with digital connectivity, including assisting ~95,033 households in signing up for free or low-cost internet and distributing more than 119,000 refurbished computing devices to deserving communities

"In an era where access to technology equates to opportunity, TD SYNNEX'S alliance with Human-I-T is a driving force in democratizing digital access across North America. This initiative has a direct, life-changing impact on diverse groups including students, veterans, caretakers, and jobseekers, supporting them as they chase their dreams and aspirations."

Gabe Middleton, Chief Executive Officer, Human-I-T



Teaming Up to Empower Learning

TD SYNNEX has a longstanding partnership with the Tampa Bay Rays, working together to make a positive impact on the Tampa/St. Pete area in Florida. During the month of September, we partnered on a number of initiatives to give back to the community, including a food drive that created 10,000 meals for families and individuals facing food insecurity. Later that month, TD SYNNEX and Rays co-workers teamed up with United Way Suncoast to help with a renovation project for Learning Empowered, a local nonprofit using education as a basis to address unmet needs of the community.

The Rays partnership also consists of a Double Play Program in which TD SYNNEX will donate $250 for each Tampa Bay Rays home game opening defense double play during the season. This year, the nearly $20,000 total from the Double Play Program benefitted Youth Development Initiative (YDI), a local nonprofit in Clearwater, Florida, dedicated to fostering and supporting the success of minority youth. This organization came to our attention through the advocacy and engagement of one of our TD SYNNEX co-workers, whose volunteering, personal donations and matching gifts from TD SYNNEX have helped fund college tours, scholarships and educational STREAM (Science, Technology, Reading, Engineering, Arts and Math) workshops.

Helping Children Achieve a Better Tomorrow

We believe that unlocking potential for all starts early and never truly ends. With this in mind, we support programs that provide children with the tools and resources they need to succeed. The focal point of our fundraising efforts is our Share the Magic program. Over the past 13 years, we've raised more than $25 million for 16 beneficiaries throughout North America, including organizations such as the Children's Dream Fund and A Child's Haven, which helps children with developmental delays. In FY2023, we expanded the program from seven to eight chapters, with the inclusion of our Clearwater co-headquarters. In total, our teams raised more than $4 million to support more than a dozen organizations throughout Canada and the U.S.

Cultivating the Literacy Skills to Explore New Worlds

When school-aged kids strengthen their literacy skills, they unlock new stories, new confidence and limitless potential. TD SYNNEX is proud to be a founding donor of New Worlds Reading, an initiative of the University of Florida that empowers families to help their children develop reading skills through access to free books and reading activities. By the close of the 2022-23 school year, nearly 200,000 students had enrolled, with New Worlds Reading sending them a total of four million books. In the coming year, the initiative will expand to serve students in voluntary pre-kindergarten, helping students discover a love of reading even earlier.

Beautifying Community Spaces

Our TD SYNNEX co-workers volunteer their time to amplify the impact for our partner organizations, bringing their own skills and interests to bear. This year, our corporate communications team volunteered at Learning Empowered, spending the day painting a mural on the building, beautifying the space for community members and learners.





Promoting Health and Wellness

We believe health and wellness are essential for our communities to thrive. Unfortunately, many people currently struggle to meet their nutritional needs. According to the World Food Programme, more than 333 million people faced acute levels of food insecurity in 2023. To help combat this issue, we encourage co-workers to work with local organizations that focus on food security during our Next Meal campaign each July. Co-workers can get involved by donating items to food drives and by volunteering with organizations to raise awareness and help distribute meals.

For our second-annual campaign in FY2023, we expanded our efforts beyond the U.S., with sites from Mexico to Singapore getting involved. We also coordinated with our Well-Being team to provide our co-workers with internal resources aimed at helping them live — and eat — well. For example, we held smoothie events in the U.S., hosted a budget workshop and asked co-workers to share healthy, affordable recipes with their peers. Outside of Next Meal, we partnered with the American Red Cross and UNICEF to assist global communities with disaster relief. In total, we provided more than $70,000 to support communities recovering from wildfires, earthquakes, storms, conflicts and other emergencies.

Harnessing the Power of Grassroots Action

When our co-workers invest time into causes that they care about, they help us build a more caring and connected culture. Through our VAN, we've mobilized co-workers to spread their positive impact far and wide. We also launched a new volunteer platform that is available to co-workers companywide, which enables them to identify local volunteer opportunities and consistently track their hours. This will provide TD SYNNEX with centralized, real-time data on the volunteer activities of our co-workers around the world.

Our Second Annual Next Meal Campaign

TD SYNNEX's Next Meal campaign is a month dedicated to addressing food insecurity in communities. This year, the Next Meal campaign activated co-workers across the company to collect or sort over 8,000 pounds of food and package 1,000 meals with local organizations.

Feeding the Community, One Meal at a Time

Africa Sullivan has spent more than two decades working to address senior isolation and hunger with Meals on Wheels, serving at both the Greenwood and Greenville, South Carolina, chapters. During TD SYNNEX's second annual Next Meal campaign in FY2023, a month dedicated to addressing food insecurity, Africa planned a volunteer event with Meals on Wheels for her Greenville-based colleagues. Because of Africa's dedication and passion, TD SYNNEX has made a donation to support this program. Through all of her efforts, Africa has been able to truly make an impact on a cause close to her heart.

> "I want to show how I can support my community. Volunteering gives me a sense of pride and identity."
>
> Africa Sullivan, project manager at TD SYNNEX

Transforming Communities Worldwide

California
In FY2023, Share the Magic Bay Area fundraised $190,109 for the Make-A-Wish Foundation. During the Next Meal Campaign, co-workers in Fremont, California, sorted 3,900 pounds of food for Second Harvest of Silicon Valley.

Colorado
In FY2023, Share the Magic Colorado fundraised $94,417 for the Children's Hospital Colorado Foundation and Hope for the Warriors. During the Next Meal Campaign, co-workers in Colorado collected 475 pounds of food for Community Table.

Illinois
Raised funds for Childhood Leukemia Warriors Foundation, Clearbook, the Fox Valley Special Recreation Association and Little Friends during Share the Magic.

Arizona
Raised funds for House of Refuge and Special Olympics during Share the Magic and collected and delivered food and clothing donations to House of Refuge during Next Meal.

South Carolina
Mobilized the Greenville VAN to pack and distribute 1,600 meals via Meals on Wheels, volunteer with Greer Relief and the Greer Soup Kitchen and hold a food drive for Harvest of Hope. Also raised funds for A Child's Haven, Clements Kindness, Make-A-Wish Foundation and Pendleton Place during Share the Magic.

Florida
Mobilized the Clearwater VAN to package hurricane prep kits and teacher appreciation kits with United Way, sort food donations at Hope Villages, organize blood drives with OneBlood, and complete a beach clean up with Keeping Pinellas Beautiful.

Mexico
Collected and delivered food donations to Casa Hogar Margarita during Next Meal.

Brazil
Supported three non-governmental organizations working to bring education and sports to low-income children, bring sustainable lighting to communities without electricity and provide education and training to help those from low-income communities enter the job market. Also donated warm meals and coats to SP Invisivel during Next Meal.

Italy
Volunteers joined children at youth education center Villa Morello, in the city of Lecce, for a fun day focused on learning about the natural environment. This included a treasure hunt and presentations using recycled and organic materials. A donation was also made for summer camps and winter activity registration for families in need.

India
Mobilized the India VAN to complete a Heritage site clean-up of Mahuli Fort in Thane, organize a blood drive with health organizations across India, and collected school supplies for donation to 190 students.

Singapore
Helped prep, pack and distribute meals for Willing Hearts during Next Meal.



Corporate Governance

Our values of inclusion, collaboration, integrity and excellence shape our approach to corporate governance. They guide us to be accountable for our performance, transparent with our stakeholders and committed to doing what's right. We're helping our co-workers put these values into action by building a culture where ethics and compliance are top of mind. We're also dedicated to safeguarding information and providing leadership to help our company succeed and maintain our stakeholders' trust.



Activating Our Strategy in FY2023

Strengthened our leadership team by adding two new Board members with significant industry expertise

Launched our Global Human Rights Policy, underscoring our commitment to ethical business practices, respect for human rights and responsible sourcing

Further harmonized our cybersecurity controls to ensure effective, consistent processes across all facets of the business

Initiated the process of self-certification to adhere to the new EU-U.S. Data Privacy Framework Principles

Putting Servant Leadership Into Practice

We hold true to our shared values through our Servant Leadership in Action behaviors, which help us build a positive company culture.

We strive to embody these behaviors across TD SYNNEX and expect everyone to exemplify them — whether they're a co-worker, a manager or a senior leader. We further ingrain these behaviors by integrating them into our onboarding process, which is completed by every new co-worker companywide.

Our Servant Leadership In Action

Positivity

Attitude is everything.

Teamwork

Connection builds trust.



Empowerment

Help others thrive.

Partners

Success is paramount.

Clarity

Make the complex simple.

Guided by Our Executive Leadership Team and Board

From the very top of our organization, our Executive Leadership Team and Board of Directors model our Servant Leadership Behaviors. They provide strong corporate governance based on best practices, local requirements and the needs of our co-workers, customers, vendors and other stakeholders worldwide. Our Governance Guidelines define our Board and senior leadership roles with regard to Board composition and leadership, operations, committees, management and other governance topics.

In FY2023, we expanded our Board from 11 to 13 members. Our new Board members include Kathy Crusco, an experienced chief financial officer with a background in software and unified communications, and Claude Pumilia, a seasoned leader in software and data services companies. Both bring industry expertise and strategic insights that support TD SYNNEX's mission of connecting the global IT ecosystem.

Providing ESG and Business Oversight

Our Board serves as a well-advised steward for our shareholders and receives regular updates about our Corporate Citizenship program.

The Board has three core committees, each of which guides our ESG and business progress in critical ways.

We also have a Corporate Citizenship Steering Committee — composed of a cross-functional group of senior leaders — to help us drive our ESG efforts forward. At the regional and global levels, we maintain Compliance committees to ensure key executive leaders at TD SYNNEX, including the CEO, are aware of current reporting trends and the resolution or status of investigations and ethics matters. We provide metrics and qualitative details to these internal governing bodies on a quarterly basis. We have also expanded the role of our Internal Audit function in ensuring the accuracy of our external reporting.

TD SYNNEX's Executive DEI Council, comprised of the top leaders in the organization including our Executive Leadership Team (ELT), works to review and analyze DEI metrics, provide governance over global DEI strategy and promote inclusive practices throughout the organization.

Director Compensation and Benefit Program

We review compensation for our non-executive directors each year. Our compensation and benefit program for this group is based on the principles that director compensation should:

- Fairly pay directors for work required of directors serving an entity of our size and scope.
- Align directors' interests with the long-term interests of our stockholders.
- Be structured in a way that is transparent and easy for stockholders to understand.

Our Governance Structure at a Glance

Board of Directors

- Fiduciary duty to shareholders
- Reviews corporate citizenship updates
- Reviews and oversees ESG policies and practices
- Ensures high governance standards
- Oversees IT security and data privacy controls

Nominating and Corporate Governance Committee

- Composed solely of independent directors
- Assists the Board in the development and implementation of ESG policies and practices
- Provides ESG oversight

Audit Committee

- Ensures integrity of financial statements
- Oversees disclosure and internal controls
- Ensures compliance with legal and regulatory requirements
- Evaluates independent auditor qualifications, independence and performance

Compensation Committee

- Reviews, administers, and approves equity-based compensation for our officers and co-workers
- Reviews the development and implementation of our human capital management strategies, practices and risks

Safeguarding Privacy and Data

We take our responsibility to secure our systems seriously. To do so, we continuously enhance our security measures while emphasizing the importance of security awareness among our teams.

We administer regular co-worker training to support adherence to our privacy, cybersecurity and IT-use policies. The company maintains strict IT standards for data confidentiality and accessibility. Our policy mandates the use of approved systems for company business and prohibits any unethical activities on company networks. We follow cybersecurity best practices and international standards and leverage sophisticated technology to protect our company and partners. The company's IT security and data privacy controls are overseen at the Board level.

Our Cyber Defense Center, staffed by security experts, monitors and responds to threats in real time. The team uses advanced tools, including machine-learning and deep-learning AI systems, that improve threat detection by learning to distinguish false alarms from real threats over time. We take a proactive approach, conducting periodic simulations to rehearse and validate the effectiveness of our controls. Any suspected security issues are promptly reported for appropriate action.

In FY2023, we completed the harmonization of our cybersecurity controls, elevating all operations to top-level controls and processes, including preventive, detective and incident controls. To further bolster our defenses, we invested in a new, automated platform to proactively track, understand and mitigate cybersecurity risks — both internally and within our supply chain. The platform enables cross-functional sharing of signals and threat intelligence with our security, data privacy, ethics and compliance business lines. We also use it to monitor and assess third parties with whom we do business or share data.

At TD SYNNEX, we value intellectual property (IP). We know there are threats to IP in an increasingly global marketplace, and we work closely with our vendor partners to ensure the overall health of the IT channel.

One of the ways we do this is through our partnerships, including the Alliance for Gray Market and Counterfeit Abatement (AGMA), which brings together some of the most innovative technology companies in the world to share best practices for mitigating global intellectual property risks. We are the only IT distributor with AGMA membership, and we are currently serving as a member of the AGMA Board.



In October 2023, we received a one-year approval to self-certify compliance with the new EU-U.S. Data Privacy Framework Principles, which allows us to engage in cross-border transfers of personal data while ensuring compliance with EU law.



Deepening Our Culture of Ethics and Compliance

We are steadfast in our commitment to ethical leadership, conduct and compliance — principles that form the bedrock of our operations.

Within our framework of corporate governance, we have established a comprehensive Ethics and Compliance (E&C) program to engage co-workers in creating a culture of integrity at every level. We have also established an Ethics Advisor Network to support the global E&C team. Leaders nominate co-workers as Ethics Advisors to champion TD SYNNEX's shared principles and core values across our sites. Ethics Advisors provide a direct and confidential way for our co-workers to report ethical concerns. They also facilitate ethics and compliance awareness efforts and promote related training.

To ensure continued progress in our emphasis on ethical behavior, we have set ethics and compliance goals, including:

- Delivering an average of two hours of required online compliance training each year per co-worker, covering 8-12 key topics depending on their role.
- Reaching 98% of the required audience for every training campaign, including E&C training.

Our TD SYNNEX Code of Conduct establishes and communicates our core expectations and principles regarding ethical business conduct and serves as a foundation to guide us as a single, unified team. Our public filings also serve as a resource where any material corruption incidents or breaches would be disclosed.

In FY2023, we rolled out e-learnings on Code of Conduct topics such as anti-trust and competition law and conducted live, interactive versions of these trainings during global site visits. Our visits included sites in Latin America, Eastern Europe and Asia Pacific, where we emphasized the importance of speaking up about potential conflicts. We aim to conduct further on-site training across the majority of our locations over the course of the next several years. We also delivered online, interactive training in 17 languages on topics including Code of Conduct and Conflict of Interest Attestation, Fighting Bribery and Corruption, Managing Third Party Bribery and Corruption Risk, Antitrust and Competition Law, Data Privacy, Cybersecurity, Anti-Harassment and Anti-Discrimination, and Business Email Compromise. In all, co-workers completed over 49,613 required trainings in our Learning Management System.

Achieved a

99.8%

completion rate for our global Code of Conduct training in FY2023

Another key achievement in FY2023 was the publication of our Global Human Rights Policy. The policy establishes clear guidelines and expectations for our partners to conduct business activities in accordance with all applicable laws, regulations and internationally recognized human rights principles. It also outlines our expectation for business partners to provide documentation demonstrating their compliance. In FY2024, we plan to conduct inquiries to understand our business partners' current practices and further socialize the policy.

Risk Assessment and Management

TD SYNNEX has developed a comprehensive global approach for legal and compliance risk assessments and reviews. The assessment is conducted bi-annually and focuses on specific legal and compliance risks. It aligns with our annual strategic Enterprise Risk Management framework, ensuring consistency in methodology and metrics. Our approach is quantitatively and qualitatively driven, using various data points from financial and case reporting to surveys and interviews capturing input from key risk owners and leadership.

The legal and compliance risk assessment is conducted in collaboration with internal subject matter experts from various risk areas to provide appropriate coverage. We also conduct local country risk assessments during on-site visits, based on local regulations and focusing on specific areas. Identified risks are addressed with relevant controls and processes to support maintaining our standards and value of integrity.

Countering Bribery and Corruption

We are committed to acting professionally, fairly, and with integrity in all our business dealings and relationships. One important aspect of this commitment is implementing and enforcing effective systems to counter bribery and corruption. We strive to know our partners well and employ due diligence processes on relevant third parties to reduce the risk of our funds being used in bribery, corruption or fraud schemes. We have a global risk-based approach to determine appropriate levels of due diligence as part of third-party onboarding processes, including ongoing monitoring. Depending on the risk profile, our third-party vetting procedures may include due diligence questionnaires, database integrity screening and enhanced background checks. After initial due diligence is performed, our active relationships are monitored on an ongoing basis.

Management and Shipping of Dangerous Goods

When TD SYNNEX needs to transport items that are classified as dangerous goods (DG), such as battery-powered devices, lithium batteries, etc., we not only ensure compliance with DG regulations, we go above and beyond those requirements.

In addition to proactive review and classification of items and ensuring appropriate storage and packing thresholds, we also deliver training focused on hazardous materials (HAZMAT) annually to any co-worker handling DGs, furnish all sites with security plans and report annually on the program. We have averaged 4,000 of these annual trainings, while exceeding regulatory requirements, identifying personnel responsibilities, awareness raising and teaching occurrence notification standards. Through intentional preparation and attention, we work to ensure that our products are shipped safely in alignment with all compliance requirements.

Hyve Solutions Membership in the Responsible Business Alliance (RBA)

In addition to deploying TD SYNNEX's Code of Conduct and related e-training across its global operations, Hyve Solutions, our wholly owned subsidiary, is also responsible for implementing the RBA (Responsible Business Alliance) Code of Conduct in its global operations; and deploying the RBA's Code to its global suppliers.

Hyve Solutions was accepted as an Affiliate Member of the RBA in September 2021, then was upgraded to a Regular Member in January 2022. The RBA represents a coalition of more than 230 companies driving sustainable value for workers, the environment and business in their own operations and throughout the thousands of RBA members' suppliers facilities in the global supply chain.

Details concerning the RBA and its mission, members, Code of Conduct and programs are available at: Responsible Business Alliance.



Expanding Education and Engagement

Our co-workers are our first line of defense for identifying and avoiding potential ethics and compliance issues. We provide training and resources to empower them to make responsible decisions and encourage them to speak up if they have concerns. In FY2023, we launched an adaptive training course on ethics and compliance topics that is tailored to each co-worker's unique role. The course is customized based on individual risk profiles and needs, maximizing its relevancy for each user. For our ongoing Code of Conduct course, we plan to institute a post-survey communication to gather opinions on the ethical culture at TD SYNNEX and the quality of our required training from co-workers.

Building Out Our Expansive Policy Library

TD SYNNEX offers a robust policy library of ethics and compliance resources, which we continued to enhance in FY2023. We translated 37 toolkits and 33 videos into 17 languages to improve accessibility and provide localized guidance for diverse business scenarios. We further promote education and reporting of these matters through other channels and resources, including:

TD SYNNEX Ethics Line: Offers a 24/7, year-round channel to report any conduct that doesn't align with our Code of Conduct.

Real Tales of Ethics and Compliance video series: Illustrates and clarifies the repercussions of actual compliance issues to a global internal audience.

30 Seconds with Ethics and Compliance video series: Spotlights important insights and key takeaways on relevant ethics and compliance subjects.

Ethics and Compliance toolkits: Deliver concise guidance and actionable steps for specific scenarios in easily digestible formats.

Policy Pathway modules: Utilize technology tools to efficiently provide digital responses to compliance-related queries for our colleagues.

Supplier Integrity Principles: Establish clear expectations for suppliers and partners on supply chain human rights, anti-competitive behavior, anti-bribery, corruption and governance.



Enabling Our Speak Up Culture

TD SYNNEX expects our co-workers and business partners to speak up when they have concerns about illegal behavior or misconduct in our workplace. In FY2023, we released our Speak Up and Non-Retaliation policy, which lays out our expectation that co-workers and business partners will report concerns, and that retaliation will not be tolerated. We want to ensure that all co-workers understand our policies and have available channels to raise questions and concerns at any time. We comply with whistleblower laws everywhere we do business, and we strive to maintain a speak up culture where everyone is empowered to be ethical leaders. We have multiple reporting channels to make speaking up easy and protect the identity of the reporter when speaking up. We investigate reports independently and objectively, acting when needed to stop misconduct and prevent future incidents.

We also rolled out a global outreach plan featuring an animated video encouraging co-workers to voice their ethical concerns. This initiative debunks common myths that might deter co-workers from speaking up, while emphasizing their protection from retaliation. To create an inclusive experience, we packaged the video into a presentation with discussion questions that we translated into 17 languages. We have tracked the video's content delivery data to monitor its global adoption, allowing us to identify and support locations with lower engagement.

Responsible Artificial Intelligence (AI)

TD SYNNEX supports the beneficial use of AI within the context of our business operations, provided users act with careful consideration to ensure ethical practices, data security, and compliance with company policies and applicable laws. Because AI technologies — as well as relevant regulations — are under rapid development, we are monitoring and continue to provide guidance and updates as appropriate. Many of our company policies, such as the Data Classification & Handling and Cybersecurity and Acceptable Use policies, already provide important guidance to co-workers when using any type of third-party application.

Ethics Advisor Network

Our Ethics Advisor Network is an extension of our Ethics and Compliance program. Leaders nominate co-workers as Ethics Advisors to support the global Ethics and Compliance team and champion TD SYNNEX's shared principles and core values across our sites. Ethics Advisors also provide a direct and confidential way for co-workers to speak up about ethical concerns while promoting ethics and compliance training and facilitating awareness efforts.

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About This Report

This report details TD SYNNEX's progress in sustainability and data collected during fiscal year 2023, the period between December 1, 2022, and November 30, 2023, unless otherwise noted. It is intended to be our primary source of annual disclosure on sustainability performance and provide a transparent account of our ESG approach and performance. Reporting on other matters can be found in our public SEC filings, annual reports and corporate website.

Safe Harbor Statement

Statements in this report regarding TD SYNNEX Corporation that are not historical facts may be forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements may be identified by terms such as believe, expect, may, will, provide, could and should and the negative of these terms or other similar expressions.

These forward-looking statements include, but are not limited to, statements regarding our strategies and goals. These are subject to risks and uncertainties that could cause actual results to differ materially from those discussed in the forward-looking statements. Please refer to the documents filed with the Securities and Exchange Commission, specifically our most recent Form 10-K and subsequent SEC filings, for information on risk factors that could cause actual results to differ materially from those discussed in these forward-looking statements. Statements included in this report are based upon information known to TD SYNNEX Corporation as of the date of presentation and TD SYNNEX Corporation assumes no obligation to update information contained in this report except as otherwise required.

Sustainability Data Summary

Corporate Metrics

	2023
Impact	
Total revenue (thousands)	$57,555,416
Technology partners supported	150K+
Countries served	100+

Environment

	2023
Energy & Emissions[16]	
Energy Consumption (MWh)	167,734
Renewable Energy Consumption (MWh)	32,634
Greenhouse Gas Emissions[17]	
Scope 1 GHG Emissions (metric tons of CO_2e)	11,767
Scope 2 GHG Emissions (metric tons of CO_2e)	
Location-Based Emissions	32,083
Market-Based Emissions	26,221

[16] Please note that this report includes a small portion of estimated energy and electricity usage data. While every effort has been made to ensure the accuracy of the information presented, the use of estimated data means these values should be viewed as approximations.

[17] TD SYNNEX's GHG inventory is consistent with the principles and guidance of the World Resources Institute (WRI) and the World Business Council for Sustainable Development's (WBCSD) Greenhouse Gas Protocol Initiative (GHG Protocol) for corporate GHG accounting and reporting. TD SYNNEX defines its organizational boundary conditions consistent with the GHG Protocol according to the "operational control approach" for Scope 1 and 2, and 3 sources. This means the scope of TD SYNNEX's organizational boundaries includes locations in the company's ownership or under its control where TD SYNNEX has responsibility of GHG emissions from these locations. The "operational control approach" is the most appropriate organizational boundary for TD SYNNEX because it reflects where TD SYNNEX can influence decisions that impact GHG emissions. Facilities included in TD SYNNEX's boundary include office buildings, business centers, data centers, and warehouses. Emission factors are from governmental and non-governmental organizations' sources including the Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report (AR6) 100-year V2.0, International Energy Agency (IEA) CO_2 Emissions from Fuel Combustion 2023-Year 2021, Department for Environment Food and Rural Affairs (DEFRA) 2023 Guideline to DEFRA, and Environment Canada 2023 National Inventory Report (2021 data). Additionally, where available, we utilize utility-specific emission factors that support our market-based inventory. As of 2023, we utilize IPCC's Sixth Assessment Report (AR6) as our source for global warming potentials. GHG emissions are subject to measurement uncertainties resulting from limitations inherent in the nature and the methods used for determining such data. The selection of different but acceptable measurement techniques can result in materially different measurements. The precision of different measurement techniques may also vary.

Environment

	2023
CDP Assessment	
Score	Management (B-)
EcoVadis Assessment	
Score	Silver

Social

	2023
U.S. Ethnicity (%)[18]	
American Indian/Alaska Native	0.4%
Asian	7.6%
Black/African American	11.7%
Hawaiian/Pacific Islander	0.3%
Hispanic/Latino	17.2%
Two or more races	2.1%
Elected Not to Specify	2.4%
White	57.9%
Undisclosed	0.4%

[18] This ethnicity data is for the U.S. only, with the exclusion of Hyve Technologies co-workers.

Social	2023
Workforce	
Number of full-time employees	Approximately 23,000[19]
Global Employees by Gender (%)	
Male	57%
Female	43%

Social	2023
Employee Well-Being and Engagement	
Huang Leadership Development Scholarships awarded	8
Co-workers reporting that they felt welcomed when they joined TD SYNNEX (%)[20]	96
Co-workers reporting that people at TD SYNNEX treat each other with respect and dignity (%)[20]	80
Business Resource Groups	8

[19] We use temporary or contract workers, who totaled approximately 5,000 as of November 30, 2023, on a full-time equivalent basis.

[20] Along a 5-point scale where 1=Strongly disagree, 2=Disagree, 3=Neutral, 4=Agree, and 5=Strongly agree, % (Fav) equals the % who responded with a 4 or 5.

Task Force on Climate-related Financial Disclosures (TCFD) Disclosure Index[21]

Disclosure Focus Area	Recommendation	2023 Response
Governance Disclose the organization's governance around climate-related risks and opportunities	**Board Oversight** Describe the board's oversight of climate-related risks and opportunities.	TD SYNNEX's Board's Nominating and Corporate Governance Committee (Nom/Gov Committee) is chartered with the responsibility of assisting the Board in its review of the development, oversight and implementation of the company's Environmental, Social and Governance (ESG) policies, programs and practices. The Nom/Gov committee also reviews the draft proxy statements recounting the company's ESG activities including those addressing climate-related issues. The Chief Business Officer (CBO) leads climate-related matters at TD SYNNEX and raises climate-related agenda items to the Nom/Gov Committee or the Board.
	Management's Role Describe management's role in assessing and managing climate-related risks and opportunities.	The CBO oversees the Corporate Communications Department where the Corporate Citizenship Team resides. The Corporate Citizenship Team is primarily responsible for the ESG program at TD SYNNEX, where they work on sustainability policies and performance including education and thought leadership in the industry, sustainability metric and reporting, climate mitigation and greenhouse gases, circular economy and inculcating a sustainable culture within the organization. They work cross-functionally with other functions to identify, monitor and manage climate-related risks and opportunities as well as how to translate those risks and opportunities into actionable plans and policies. Several members of the Executive Leadership Team sit on the Corporate Citizenship Steering Committee to provide insight and advice on climate-related issues such as climate risk, decarbonization strategy and ESG policies. The Committee includes close to 30 Executive Leadership Team members and other key managers, from the Americas, Europe and Asia Pacific Japan. They meet monthly with the Corporate Citizenship team to discuss climate-related issues such as carbon reduction roadmaps, sustainability capacity building and sustainable leasing policies. Key findings and decisions are then raised to the Nom/Gov Committee through the CBO at least annually or where there are material updates.

[21] TD SYNNEX is reporting in alignment with currently available frameworks and will continue to monitor The International Sustainability Standards Board (ISSB) framework development. We will align with the unified framework once it becomes available from the IFRS Foundation.

TCFD Disclosure Index, Cont.

Disclosure Focus Area	Recommendation	2023 Response
Strategy Disclose the actual and potential impacts of climate-related risks and opportunities on the organization's businesses, strategy, and financial planning where such information is material.	**Climate-related Risk and Opportunities** Describe the climate-related risks and opportunities the organization has identified over the short, medium, and long term.	TD SYNNEX has identified through internal and external engagement, a range of climate-related risks and opportunities that are pertinent to our business. The list of risks and opportunities, and how we are managing risk and capturing the opportunities can be found in the "Climate-related Risks" and "Climate-related Opportunities" sections below.
	Impact on Organization Describe the impact of climate related risks and opportunities on the organization's businesses, strategy, and financial planning.	TD SYNNEX recognizes the potential significant impact that climate-related risks and opportunities could have on the business. The incorporation of the ability to manage the risk and capture the opportunity into our strategy and financial planning is therefore crucial. We ensure that climate-related risks are included in our corporate risk register, which leadership review and assess the risk and our current mitigation measures, allowing us to ensure robust and proactive management of these risks. We also update our global financial forecast monthly and incorporate macro-economic risk factors into those models. These external factors can include geopolitical events, availability/cost of capital, technical disruptions, and environmental factors. Environmental factors include the impacts of climate change such as natural disasters, extreme weather events, resource scarcity and environmental regulations that impact our sector. Climate-related opportunities are assessed on a continuous basis with relevant functional leads as business conversations develop and market trends change. The potential positive climate impact is assessed by the Corporate Citizenship team while functional leads assess the opportunity for financial benefits and how they can be incorporated into our business strategies and planning.
	Resilience of Strategy Describe the resilience of the organization's strategy, taking into consideration different climate-related scenarios, including a 2°C or lower scenario.	TD SYNNEX assumes that as climate change pressure increases, we will be subjected to increased regulatory and policy demands but that the different regions we operate in are likely to move with differing speeds. We also assume that we will be subjected to greater climate-related physical impacts. Our corporate sustainability strategy has been formulated taking into account various factors and qualitative climate scenarios. We plan to execute a more specific and robust climate-related scenario analysis with the support of market leading experts in the near future. We also continuously review our specific climate-related physical risks and the mitigation measures needed to manage the associated impacts as the latest science advises.

TCFD Disclosure Index, Cont.

Disclosure Focus Area	Recommendation	2023 Response
Risk Management Disclose how the organization identifies, assesses, and manages climate-related risks.	**Identification and Assessment** Describe the organization's processes for identifying and assessing climate-related risks.	Transitional climate-related risks relevant to TD SYNNEX are identified and updated as new legislation is released, market trends are observed, and business conversations and requests develop. If the risk does not require immediate attention, it will be placed on the risk register for the annual Enterprise Risk Assessment. Physical climate-related risks are identified with support from a risk management and insurance specialist firm. All facilities under TD SYNNEX are assessed for their exposure to acute and chronic physical climate risks, such as floods from heavy rainfall and rising sea levels, severe weather resulting in wildland fire and extreme temperatures as well as windstorms. These risks are updated at least annually. Physical climate-related risks are also included into the annual Enterprise Risk Assessment.
	Management of Risk Describe the organization's processes for managing climate-related risks.	If a specific climate-related risk is identified and determined to be a material risk, addressing it would then be prioritized. Depending on the nature of the risk, a mitigation plan would be developed to reduce risk levels. All risks are continuously monitored throughout the year, and updated where there may be changes in legislation, markets, business or the environment.
	Overall Risk Management Describe how processes for identifying, assessing, and managing climate-related risks are integrated into the organization's overall risk management.	TD SYNNEX's Enterprise Risk Assessment is performed annually with the benefit of the continuous identification and assessment of risk throughout the year. Our climate-related risks alongside and within other corporate risks are assessed via our Enterprise Risk Management process. The risk register is reviewed and assessed by the Executive Leadership Team as well as Regional Presidents and key Functional Directors across the regions. Additionally, specific or emerging risks not on the risk register are also reviewed during a follow-up interview within the assessment process. A risk level is then given to each risk.

<table>
<tr><th>Disclosure Focus Area</th><th>Recommendation</th><th>2023 Response</th></tr>
<tr><td rowspan="3">Metrics and Targets

Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities where such information is material.</td><td>Metrics

Disclose the metrics used by the organization to assess climate-related risks and opportunities in line with its strategy and risk management process.</td><td>Our climate-related metrics are published annually in our corporate citizenship report. We publish our carbon emissions for Scope 1 and 2 (metric tons of CO_2e), and our total and renewable energy consumption (MWh). We also monitor these metrics against our targets.

We are looking into tracking our OPEX, CAPEX, and revenue from sustainable economic activities following a global taxonomy such as the EU Taxonomy.</td></tr>
<tr><td>Scope 1, 2 and 3 emissions

Disclose Scope 1 and 2, greenhouse gas (GHG) emissions, and the related risks.</td><td>FY2023 Carbon Emissions:[22]
<table><tr><th>Carbon Emissions</th><th>Metric tons of CO_2e</th></tr><tr><td>Scope 1</td><td>11,767</td></tr><tr><td>Scope 2, location-based</td><td>32,083</td></tr><tr><td>Scope 2, market-based</td><td>26,221</td></tr></table>
We have conducted a Scope 3 inventory for our base year and are currently in the process of improving our carbon accounting and conducting one for FY2023. We expect to publish our Scope 3 inventories to CDP.</td></tr>
<tr><td>Targets

Describe the targets used by the organization to manage climate-related risks and opportunities and performance against targets.</td><td>TD SYNNEX has committed to following the Science Based Targets:

By 2028:
• 90% of our suppliers by spend covering purchased goods and services, will have science-based targets.
• 58% of our customers by revenue covering use of sold products, will have science-based targets.

By 2030:
• Reduce absolute Scope 1 & 2 GHG emissions by 42%.[23]

By 2045:
• Reach net-zero GHG emissions across the value chain.[24]</td></tr>
</table>

[22] Please refer to page 45 for GHG Inventory disclaimer.

[23] Reduction will be measured from a 2022 base year.

[24] Our SBTi Net Zero target excludes the usage of refrigerant, other fuels and purchased heating from the target boundary due to their minimal presence across our various facilities.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Transitional Climate-Related Risks			
Policy and Legal	Enhanced climate-related reporting obligations	Climate-related reporting regulations have had increasing requirements over the past few years, with varied requirements by country or regions. Several climate-related regulations, such as the Corporate Sustainability Reporting Directive (CSRD), have new frameworks and more detailed metrics. As enhancements are continuously updated, we are exposed to the possibility of increased operational cost, penalties and business disruption from insufficient alignment to growing requirements.	• TD SYNNEX monitors the latest regulations globally and regionally to understand their potential impact on our business, proactively having internal discussions on the interoperability of the various sustainability reporting frameworks. • TD SYNNEX has invested in a carbon accounting tool to ensure a more precise and streamlined data collection process that will support robust reporting.
Technology	Substitution of existing products and services with lower carbon alternatives	Technology is constantly developing and there has been a growing demand for products and services that are deemed more sustainable. As a distributor and aggregator of technology products and solutions, our offerings are constantly pitted against competitors and there is a risk of loss of business to those who can offer more sustainability attributes.	• TD SYNNEX has established a Circular Economy Tower, which works on expanding and improving our circular economy services, such as our device trade-in program (TD SYNNEX Renew) and our sustainable subscription solution, Tech as a Service (TaaS). The tower is also exploring how to further increase the use rates of assets we sell, recycling the materials used to make them, and avoiding waste.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Market	Changing customer behavior	There have been shifts in the market toward alignment with a net-zero future, resulting in more climate-aware partners and customers who seek more sustainable business practices and offerings. There is increasing pressure from partners to accelerate efforts in making both the business and supply chain more sustainable. There is a risk that the rate of market forces toward more climate-friendly practices results in a loss of business or increased costs from these changing demands.	• TD SYNNEX, through our education and thought leadership pillar, maintains collaboration within the supply chain, particularly with stakeholders who are also aligned to a net-zero future. This allows us to maintain a good pulse on best practices and demands of the industry, allowing us to further grow our sustainable services. • TD SYNNEX has established a Sustainable Transportation and Logistics Tower, where we are working with our supply chain to offer more environmentally friendly logistics services. We are looking for and encouraging lower carbon alternatives for fossil powered transportation modes. We are also working with vendors to reduce package weight and size with the goal of increasing load factors and reducing transportation emissions per delivered product.
Reputation	Increased stakeholder concern or negative stakeholder feedback	Stakeholders increasingly recognize the importance of incorporating ESG into long-term strategy to remain competitive, improve profitability and drive innovation. This has also resulted in a growth of ESG criteria and standards that corporations are held up to. There is a risk of increased costs from adhering to these growing standards while ensuring that any negative concerns are proactively mitigated and managed.	• TD SYNNEX, through our sustainability metrics and reporting pillar, keeps track of the latest industry standards for ESG. We also work to incorporate them, where possible and applicable, into our long-term strategy to ensure that we are aligned with the latest standards and science.

Type	Driver	Potential Financial Impact	Risk Management Strategy
Physical Climate-Related Risks			
Acute Physical	Wildfires Storms Flooding Extreme temperatures Severe wind	As a distributor of hardware with offices and warehouses, TD SYNNEX is exposed to a variety of acute physical climate-related impacts that can cause property damage to our facilities, health and safety concern for our co-workers and disruptions to our logistics network. This can result in a financial impact to adapt and respond to any events. All facilities under TD SYNNEX are assessed for their exposure to acute physical climate risks with varying exposure identified.	• All facilities under TD SYNNEX are assessed annually for their exposure to acute and chronic physical climate risks using natural hazard risk maps that have forward-looking analysis accounting for changing climatic dynamics to have more accurate forecasts on potential exposures. All sites have a property Risk Management Plan in place that is reviewed and verified by technical experts.
Chronic Physical	Rising sea levels Rising temperatures	Changing climatic dynamics place long-term and increasing financial and physical pressure on TD SYNNEX's assets as they are exposed to these chronic risks, which can vary greatly across the regions we operate in. All facilities under TD SYNNEX are assessed for their exposure to chronic physical climate risks with varying exposure identified.	

Type	Opportunity	Potential Financial Impact	Strategy
Climate-Related Opportunities			
Resource Efficiency	Use of more efficient sites	With 168 distribution and administrative facilities globally, there is opportunity for us to gain significant operational cost savings by enhancing efficiencies in resource usage, particularly in utilities.	• TD SYNNEX has developed sustainable criteria for our global real estate team to use to evaluate new location opportunities including factors such as energy, water and waste efficiency design, access to renewable energy and sustainable building certification. Sites with more sustainable criteria are prioritized for leasing. • TD SYNNEX, under our culture pillar, has expanded our Green Teams network to close to 40 teams who engage with their co-workers to inculcate sustainability habits and where some have led initiatives to identify areas at their sites to reduce operational carbon emissions.
	Use of more efficient distribution processes	As a distribution firm, our revenue is dependent on the efficiency of our distribution processes. Investment and refinement of the process will allow us to improve our performance and increase revenue.	• TD SYNNEX's distribution processes are highly automated to ensure timely order fulfillment and accuracy and enhance the efficiency of our warehouse operations and back-office administration. We track multiple performance measurements to continuously improve the efficiency and capabilities of our distribution operations. Our proprietary IT systems and processes enable us to automate many of our distribution operations.
Energy Source	Use of lower-emissions sources of energy	Moving to lower energy systems helps us to reduce the risks associated with exposure to fluctuating fossil fuel prices and future carbon taxes. By investing in renewable infrastructure, long-term returns are to be anticipated.	• TD SYNNEX is shifting toward more renewable energy systems and we are looking for opportunities to upgrade our facilities with sustainable attributes as our contracts and local infrastructure allow. We are investing in the refurbishment of our existing locations and adding new features such as solar panels and electric vehicle (EV) infrastructure. On top of this, most of our facilities in the U.K., Spain, Italy and the Czech Republic have shifted to certified, renewable-generated electricity.

Sustainability Accounting Standards Board (SASB) Standards Index[25]

Multiline and Specialty Retailers & Distributors					
Topic	**Accounting Metric**	**Category**	**Unit of Measure**	**Code**	**2023 Response**
Energy Management in Retail & Distribution[26]	(1) Total energy consumed, (2) percentage grid electricity, (3) percentage renewable electricity	Quantitative	Megawatt hour (MWh), Percentage (%)	CG-MR-130a.1	1. Total energy consumed in 2023: Approximately 167,734 MWh 2. Percentage grid electricity: Approximately 69% 3. Percentage renewable electricity: Approximately 31%
Data Security	Description of approach to identifying and addressing data security risks	Discussion and Analysis	n/a	CG-MR-230a.1	Our Cyber Defense Center, staffed by security experts, monitors and responds to threats in real time. The team uses advanced tools, including machine-learning and deep-learning AI systems, that improve threat detection by learning to distinguish false alarms from real threats over time. We take a proactive approach, conducting periodic simulations to rehearse and validate the effectiveness of our controls. Any suspected security issues are promptly reported for appropriate action. For further information, see the Safeguarding Privacy and Data section of our Corporate Citizenship Report.
Labor Practices	Total amount of monetary losses as a result of legal proceedings associated with labor law violations	Quantitative	Presentation currency	CG-MR-310a.3	2023 Form 10-K, Legal Proceedings, p. 29

[25] TD SYNNEX is reporting in alignment with currently available frameworks and will continue to monitor The International Sustainability Standards Board (ISSB) framework development. We will align with the unified framework once it becomes available from the IFRS Foundation.

[26] Please refer to page 45 for energy and electricity use disclaimer.

Multiline and Specialty Retailers & Distributors					
Topic	**Accounting Metric**	**Category**	**Unit of Measure**	**Code**	**2023 Response**
Workforce Diversity & Inclusion	Percentage of (1) gender and (2) diversity group representation for (a) executive management, (b) non-executive management, and (c) all other employees	Quantitative	Percentage (%)	CG-MR-330a.1	2023 Corporate Citizenship Report > Appendix > Sustainability Data Summary
	Total amount of monetary losses as a result of legal proceedings associated with employment discrimination	Quantitative	Presentation currency	CG-MR-330a.2	2023 Form 10-K, Legal Proceedings, p. 29
Product Sourcing, Packaging & Marketing	Discussion of processes to assess and manage risks or hazards associated with chemicals in products	Discussion and Analysis	n/a	CG-MR-410a.2	2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy
	Discussion of strategies to reduce the environmental impact of packaging	Discussion and Analysis	n/a	CG-MR-410a.3	2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy

United Nations Sustainable Development Goals (UN SDGs)

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 4. Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all (Quality Education)	4.4 By 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship	In FY2023, we continued to grow our impact not only through our work but by sharing our collective resources, time and expertise. Our Community Relations program is structured around the pillars of Digital Divide, Children and Wellness, in which we strive to engage our co-workers and neighbors to help make life better for those in need. At TD SYNNEX, we're working to bridge the digital divide by expanding access to literacy programs and digital devices. Additionally, we support programs that provide children with the tools and resources they need to succeed. In FY2023, nearly 200,000 children participated in our literacy programs. To combat the issue of food insecurity, we engage with local organizations that focus on providing food security to the communities in which we operate. 2023 Corporate Citizenship Report > Social Responsibility > Engaging Our Local Communities
Goal 5. Achieve gender equality and empower all women and girls (Gender Equality)	5.5 Ensure women's full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life	Our DEI strategy guides us to build a diverse and talented workforce. To drive progress, we launched a new inclusive recruitment commitment in FY2023. The commitment applies to all external hires for roles at the people manager level or above and requires global hiring managers to ensure women represent at least half of their candidate slates. U.S. hiring managers must ensure that at least half of each candidate slate includes female, Black and/or Hispanic candidates. To hold hiring managers accountable, those who wish to move forward with a candidate outside of these stipulations must receive approval from a member of our executive leadership team. Since launching this initiative in January 2023, approximately 50% of our new hires have been women and/or people from minority groups. 2023 Corporate Citizenship Report > Social Responsibility > Creating a Culture Where Everyone Feels Connected

United Nations Sustainable Development Goals, (UN SDGs) Cont.

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 8. Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all (Decent Work and Economic Growth)	8.8 Protect labor rights and promote safe and secure working environments for all workers, including migrant workers, in particular women migrants, and those in precarious employment	Our values of inclusion, collaboration, integrity and excellence shape our approach to corporate governance. They guide us to be accountable for our performance, transparent with our stakeholders and committed to doing what's right. We're helping our co-workers put these values into action by building a culture where ethics and compliance are top of mind. Our business depends on our ability to attract, retain and develop top talent. That's why we focus on providing resources to help our co-workers do their best work. We want TD SYNNEX to be a place where people can be happy, healthy and safe — a place where they can succeed in their roles while continuing to grow. In FY2023, we focused on expanding opportunities for our co-workers to learn, develop and lead. We also enhanced our ability to support the many dimensions of well-being for our co-workers worldwide. 2023 Corporate Citizenship Report > Corporate Governance > Putting Servant Leadership Into Practice 2023 Corporate Citizenship Report > Social Responsibility > Empowering People to Be at Their Best
Goal 9. Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation (Industry, Innovation and Infrastructure)	9.b Support domestic technology development, research and innovation in developing countries, including by ensuring a conducive policy environment for, inter alia, industrial diversification and value addition to commodities	The technology ecosystem is as complex as it is critical, requiring specialized expertise from many kinds of organizations such as vendors, distributors and resellers. Together, we deliver hardware, such as laptops; software, such as cybersecurity solutions; and services, such as data storage and many more. TD SYNNEX sits in the middle of it all, ideally positioned to orchestrate and influence the future of sustainability industrywide. 2023 Corporate Citizenship Report> Introduction> Putting Corporate Citizenship to Work

United Nations Sustainable Development Goals, (UN SDGs) Cont.

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 12. Ensure sustainable consumption and production patterns (Responsible Consumption and Production)	12.2 By 2030, achieve the sustainable management and efficient use of natural resources	At heart, TD SYNNEX is a solutions company driven to deliver transformative results. Through our Corporate Citizenship program, we're applying that strength to unlock progress toward key environmental goals. We're committed to expanding the circular economy, sharing our sustainability insights and achieving net-zero GHGs in our global operations by 2045. By engaging our global co-workers and channel partners, we aspire to advance environmental sustainability — not only at TD SYNNEX, but industrywide. By measuring our performance, we can identify where we're making environmental progress and how we can continue to improve. This also equips us with insights that we can share with co-workers, customers, partners, shareholders, regulators and other stakeholders. As we continue to deepen our sustainability efforts, we strive to be accountable and transparent each step of the way. The stories and data shared throughout this report reflect that commitment. 2023 Corporate Citizenship Report > Environmental Sustainability > Sustainability Metrics and Reporting
	12.5 By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse	At TD SYNNEX, the circular economy is one of our two towers of specialization — areas where we're uniquely positioned to advance sustainable change. As the world's largest IT distributor, we leverage relationships with thousands of vendors and customers to intervene in linear systems of e-waste management in favor of circular models. Three of our businesses — PCW, Shyft Global and TD SYNNEX Renew — provide customers with IT Asset Disposition services including redistribution, refurbishment, recycling and more. In FY2023, we continued to embed and promote circular economy principles by expanding our IT Asset Disposition services and partnering on renew and refurbishment programs with companies such as Google, Xbox and Microsoft. 2023 Corporate Citizenship Report > Environmental Sustainability > The Circular Economy

United Nations Sustainable Development Goals, (UN SDGs) Cont.

Goal	Most Relevant Targets	Examples of Impact in 2023
Goal 13. Take urgent action to combat climate change and its impacts (Climate Action)	13.2 Integrate climate change measures into national policies, strategies and planning	Our corporate sustainability strategy accounts for various factors and qualitative climate scenarios. We plan to execute a more specific and robust climate-related scenario analysis with the support of market leading experts in the near future. We also continuously review our specific climate-related physical risks and the mitigation measures needed to manage the associated impacts in alignment with the latest science. 2023 Corporate Citizenship Report > introduction > Our Corporate Citizenship Commitments 2023 Corporate Citizenship Report > Environmental Sustainability > Climate Mitigation and Greenhouse Gases

TD SYNNEX

Global Headquarters

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April 2, 2025

Region 4 Education Service Center
Finance and Operations
7145 West Tidwell Road
Houston, TX 77092

RE: Authorized Vendor in Response to RFP: 25-03 Cyber Solutions RFP - Region 4 ESC

To Whom it May Concern,

This is to certify that TD Synnex is an authorized distributor of the products manufactured by Palo Alto Networks to all Omnia eligible customers.

TD Synnex is authorized to sell all Palo Alto Networks products under the terms and conditions of the Omnia Contract (RFP: 25-03 Cyber Solutions RFP - Region 4 ESC).

For verification purposes, the following information may be used and/or contacted:

Point of Contact Name:	Lauren Aloway
Point of Contact Mailing Address:	3000 Tannery Way Santa Clara, CA 95054
Point of Contact Phone Number:	408-941-3782
Point of Contact Email:	laloway@paloaltonetworks.com

If you have any questions regarding our partnership, please contact the above listed Point of Contact.

Sincerely,

lauren aloway

Name: Lauren Aloway Title: Sr. GTM Manager – Public Sector Contracts

Company Overview

Palo Alto Networks, Inc. is a global cybersecurity provider with a vision of a world where each day is safer and more secure than the one before. We were incorporated in 2005 and are headquartered in Santa Clara, California. Palo Alto Networks was founded in 2005, released our first product in 2007 and priced our Initial Public Offering (IPO) in 2012.

We empower enterprises, service providers, and government entities to secure all users, applications, data, networks and devices with comprehensive visibility and context continuously across all locations. We deliver cybersecurity products covering a broad range of use cases, enabling our end-customers to secure their networks, remote workforce, access to the service edge, branch locations, public and private clouds, and to advance their Security Operations Centers ("SOC"). **We believe our portfolio offers advanced prevention and security, while reducing the total cost of ownership for organizations by improving operational efficiency and eliminating the need for siloed point products**. We do this with solutions focused on delivering value in three fundamental areas:

Secure the Enterprise:

- Secure the network through our ML-powered Next-Generation Firewalls, available in a number of form factors, including physical, virtual and containerized appliances, as well as a cloud-delivered service, with Panorama management available as an appliance or as a virtual machine for the public or private cloud. This also includes security services such as Threat Prevention, WildFire, URL Filtering, DNS Security, IoT Security, GlobalProtect, SD-WAN and Data Loss Prevention that are delivered as SaaS subscriptions to our ML-powered Next-Generation Firewalls.

Secure the Cloud:

- Secure the cloud through our Prisma security offerings, such as Prisma Cloud, the industry's most comprehensive Cloud Native Security Platform ("CNSP"), protecting applications, data and the entire cloud native technology stack, throughout the full development lifecycle and across multi- and hybrid- cloud environments, Prisma SaaS for protecting SaaS applications, Prisma Access, a comprehensive Secure Access Service Edge ("SASE") offering, that, together with CloudGenix SD-WAN, securing SD-WAN to enable the cloud delivered branch, and VM-Series and CN-Series for inline network security in multi- and hybrid- cloud environments.

Secure the Future:

- Secure the future of security operations through our Cortex security offerings, which includes Cortex XDR for prevention, detection and response, Cortex XSOAR for security orchestration, automation and response ("SOAR"), AutoFocus for threat intelligence, and Cortex Data Lake to collect and integrate security data for analytics. These products are delivered as software or SaaS subscriptions.

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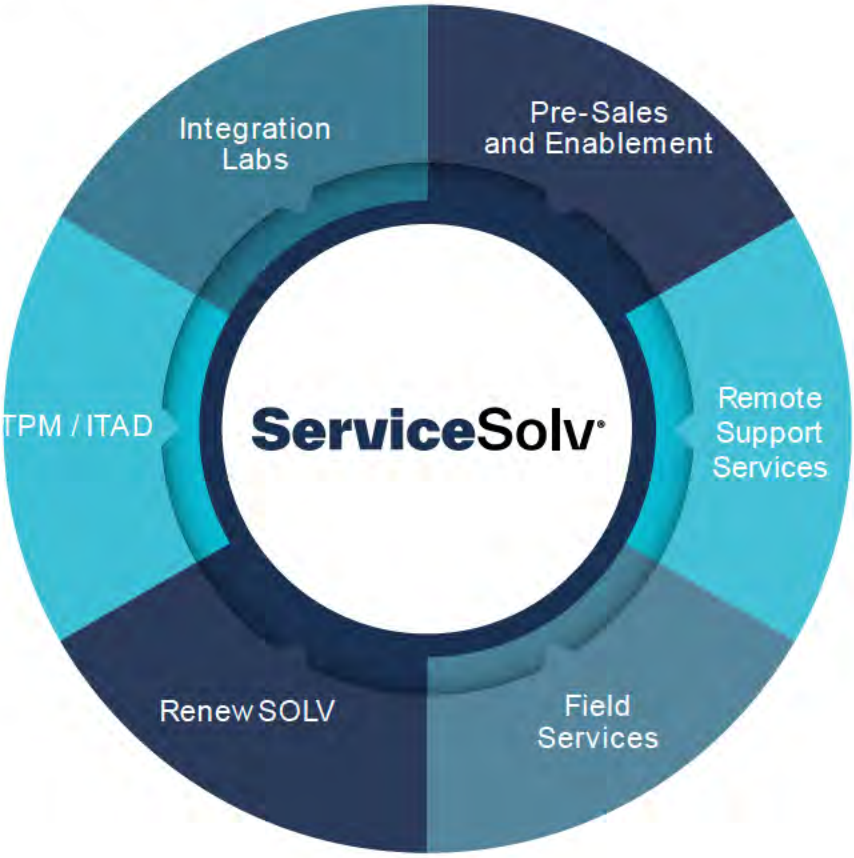

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- Hundreds of SME resources available across all verticals
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With a variety of value-added services, TD SYNNEX ServiceSolv can help supplement your company's service offerings, skillsets and geographic reach to expand your services portfolio and grow your business.

See next page for full list of our services.

Pre-Sales Design

- Specific Vendor/ Partner Service Level Agreements SLAs
- Standard Measurement Systems and Metrics
- Vendor Specific Key Performance Indicator KPI
- Cross Sell/ Upsell
- Multi-Vendor Solutions
- Promote Demos / Internal Training
- Technical Certification Management

Pre-Sales Enablement

- Reseller Engaged in Delivering Vendor Programs and Training
- Hosting Webex, Training, Technical Business Development
- Attending Technical Conferences and Partner Meetings
- Vendor Roadmap Planning
- Vendor-Specific KPI
- Proactive Vendor Engagement
- Identify Services for End-to-end Solutions
- Providing Demos for Proof of Value, Hands-On Education, Testing of a Specific Environment

Solution Centers

- Seven locations in the US and Canada
- 175 Solutions Available
- Guided Solutions and Training
- Multi-Vendor Cloud-Enabled Solutions
- Cyber Range Focused on Security

RENEW Solv

- Multi-Vendor, End-To-End Solutions, Provided to Our Partners via an Online Dashboard.
- Continuous and Recurring Pipeline of Warranty and License Opportunities
- Load Your Own Opportunity" Feature
- Weekly Automated Updates and Reminders of Pending Opportunities

Managed Services

- 24x7 Remote Monitoring and Alerting
- Remote Remediation
- Patch Management
- Help Desk Support
- NOC
- SOC

Education

- Public and Private Trainings
- Onsite or Virtual Classes
- Access to:
  - Vendor and IT Certification Training
  - Business Skills Training

Software and Cloud Services

- Consulting, Assessments and Well-Architected Reviews
- Cloud Migration (From On-Premises and Cloud-to-Cloud)
- Cloud Implementation Consulting
- Virtual Desktop Implementation
- Application Development and Modernization
- Artificial Intelligence and Machine Learning
- Automation
- DevOps Consulting (Pipelines, CI/ CD)
- Container Consulting
- Software-defined Networking
- CRM/ ERP Implementation and Integration
- Custom Integrations (Anything-to-Anything)
- Custom Web Development
- Ongoing Support
- Change Management
- Training

Assembly & Configuration

- Custom Hardware Services
  - Client Devices
  - Data Center
  - UCC/ Collaboration
- Imaging and Provisioning
- Software / OS Load
- Valued Added Services
  - Asset Tagging, Labeling, Etching Solutions
  - Bundling, Packaging, Collateral Insertion
  - Burn-In/ Diagnostic Testing
- Staging & Logistics
- Project Management
- Last Mile Delivery
- Testing & Training

ITAD Services

- Asset Buyback
- Data and Physical Destruction
- Recycling

Field Services

- Professional Audio-Visual
- Cabling
- Digital Signage
- Fleet Services
- Telephony
- Point of Sale
- Onsite Installation and Configuration
- Wireless Networking and Site Survey
- Physical Security
- Smart Hands

Professional Services

- Remote Deployment
- Implementation
- Adoption Services and Consultancy
- Health Check and Configuration Audits
- Migrations and Updates
- Project Management
- Data Center Transformation

Annual Maintenance and Warranty Services

- Print
- Data Center
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  - Polycom
  - Palo Alto Networks
  - Ribbon Communications (Sonus)

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- Vulnerability Assessments
- Penetration Testing
- Incident Response and Remediation
- Compliance Readiness
- vCISO

Additional Services

- IOR / EOR
- Staff Augmentation

Grow your business with TD SYNNEX ServiceSolv

For more information, contact our team today via email, servicebd@tdsynnex.com or call 877-358-5505, option # 1

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SOTER TECHNOLOGIES LLC
SOUND SECURE
SOURCE CODE
SOURCE TCH
SOURCING
SP CONTROLS, INC.
SPA, LLC
SPACEPOLE INC.
SPARKCOGNITION
SPARKLE POWER
SPECOPS SOFTWARE USA INC.
SPECTRIO, LLC
SPECTRUM BUSINESS
SPECTRUM CORPORATION
SPHERE TECHNOLOGY*
SPICERS PAPER, INC.
SPIN TECHNOLOGY
SPIRENT
SPK AND ASSOCIATES
SPK RESOURCE
SPOTIFY USA INC.
SPLUNK*
SPRACHT PRODUCTS
SPRINT
SPRINXLE
SQUARE ENIX INC.
SQUARE INC.
SSH COMMUNICATIONS SECURITY, INC.
ST CYBERLINK CORP DBA GLOBAL PC DIRECT
STACKROX, INC.
STAMAR PACKAGING INC. / REMAN
STAR PRINTER
STARLIGHT
STARTECH
STARWIND
STATIC CONTROL COMPONENTS
STAYMOBILE VENTURE LLC
STEADFAST INNOVATION
STEELCASE, INC.
STEMFUSE
STEP AHEAD*
STIRLING COMMUNICATION SUPPLY
STM BAGS, LLC
STONEFLY
STORAGE MEDIA & SUPPLIES
STORAGECRAFT TECHNOLOGY CORP
STORMAGIC
STRATEGIC INTERESTS
STRATEGIC SOURCING
STRATIX
STRATOZEN
STREAMVU INC.
STRIKE
STYECA
SUMAR INTERNATIONAL, INC.
SUMMA AMERICA LLC
SUMOLOGIC
SUNBRITETV, LLC
SUNSHINE COMPUTERS & SOFTWARE INC. D/B/A INNOVATION COMPUTERS
SUPERBAI
SUPERCOM, INC.
SUPERMICRO
SUPERSONIC INC.
SUPPLIES DISTRIBUTORS
SURE PEOPLE
SUREPATH AI
SUSE
SWIFTPAGE ACT! LLC
SYBA MULTIMEDIA INC.
SYCOMP*
SYMBOL SECURITY
SYNACOR, INC.
SYNAMI LIMITED
SYNERGY SKY
SYNITI
SYNOLOGY
SYSDIG
SYSTIUM TECHNOLOGIES
SYSTRAN SOFTWARE INC.
SYXSENSE

TAA PRODUCTS
TACTILE
TAG GLOBAL SYSTEMS LLC
TAKE TWO
TAKE-TWO INTERACTIVE SOFTWARE, INC.
TALEND
TALENT GRANT TECHNOLOGY INC.
TALK-A-PHONE CO
TAMR
TANDESA LLC
TANGENT COMPUTER INC.
TAOGLAS USA INC.
TARGUS

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TCPWAVE, INC.
TD SOURCING
TE CONNECTIVITY
TEAM ONE NETWORKING, INC.
TEAM RESEARCH INC.
TEAMFUSION, INC.
TEAMPAY
TEAMSABLE POS, INC.
TEC LIGHTING INC.
TECH DEFENDERS
TECHLOGIX NETWORX
TECHNOMAD
TEGO CYBER
TEKLYNX SOFTWARE
TEKNIKOS INC.
TELCLOUD
TELEDYNAMIC
TELEEPOCH LTD
TELEPORT
TEMPEST LIGHTING, INC.
TENERGY CORPORATION
TERADICI
TERRAMASTERS
TES AMERICA, LLC
TEXTHELP INC.
TG3 ELECTRONICS INC.
TGRMN SOFTWARE
THALES ESECURITY
THE DIGITAL DECISION
THE ELEVATOR CHANNEL DBA 11 GIRAFFES
THE JOY FACTORY
THE OLANDER COMPANY, INC.
THERMALTAKE TECHNOLOGIES
THETA LAKE
THING TECH
THINKOWL
THINKPARQ GMBH
THINKWRITE TECHNOLOGIES LLC
THINPRINT
THOMAS REGOUT
THREAD
THREATLOCKER
THREATQUOTIENT INC.
THRONMAX
THUNDER NSI
TIBCO SOFTWARE
TIDEBREAK, INC.
TIGER-VAC INTERNATIONAL, INC.
TINES SECURITY SERVICES LTD
TITAN CLOUD STORAGE
TJ COMMUNICATIONS, INC. DBA TITAN RADIO
TMAX DIGITAL INC.
TMOBILE
TMS
TOKENEX INC.
TONE COMMANDER
TOOL4EVER
TOOLS4EVER
TOOLFARM.COM, INC.
TOOLS FOR SCHOOLS
TOP TECH CLOCKS
TORG
TORQ
TOSHIBA
TOTAL MICRO/MOBILE INTERNATIONAL
TOTOWA SYSTEMS, INC.
TP-LINK USA CORPORATION
TRACEWELL SYSTEMS, INC.
TRAINING PALO ALTO
TRANSCEND
TRANSMOSIS*
TRANSPORTATION MANAGEMENT SERVICES, INC.
TRANSTECTOR
TREMOLO SECURITY, INC.
TRENDMICRO
TRENDNET
TRIPP LITE
TRIPWIRE INC.
TRNSTON NW
TROY GROUP
TRUCE SOFTWARE
TRUSTED KNIGHT
TRYTEN - STRATEGIC
TSECOND
TSITOUCH LLC
TSSLINK INC.
TUFIN
TURING VIDEO, INC.
TWEELIN
TWISTLOCK, INC.
TYAN COMPUTER CORPOR
TYCON SYSTEMS, INC.

U.S.GAMES DISTRIBUTION, INC.
UBI SOFT ENTERTAINMENT
UBIX
UBZL
UC WORKSPACE
ULINE
ULTRALEAP
UNAVIS LLC
UNBW
UNC GROUP
UNCOMMONX
UNDER ARMOUR
UNIDOC HEALTH SOLUTIONS
UNIFORM INDUSTRIAL CORP.
UNIGEN
UNIMAX
UNITECH
UNITED DGI
UNITED STATES LUGGAGE LLC
UNITRENDS
UPSHOW
URBAN ARMOR GEAR
URBAN FACTORY
USA VISION SYSTEMS, INC.
U.S. CELLULAR
USYSTEMS
UTIMACO INC.
UVNETWORKS
V3GATE, LLC
V5 SYSTEMS, INC.
VADE / MTA MOVING
VADE SECURE, INC.
VALCOM
VALIDSOFT
VANDER-BENDMANUFACTURING LLC
VARIDESK
VARONIS SYSTEMS
VASION PRINT
VAULT
VCE
VCOM INTERNATIONAL MEDIA CORP
VDO360 LLC
VEEAM
VEEONE HEALTH
VEGA CLOUD
VELOCLOUD NETWORKS LLC
VENTURA TECH GROUP INC.
VERACITY USA, INC.
VERBATIM
VERITAS
VERIZON
VERSA NETWORKS
VERSATERM
VERTIGIS*
VERTIV
VG RUSH CORPORATION
VIAAS, INC.
VIAVI SOLUTIONS
VICTORINOX
VIDIZMO
VIEWSONIC
VIKING COMPUTER PARTS
VIKING ENTERPRISE SOLUTIONS
VIMEO
VINPOWER
VIPRE SECURITY
VIRCOM INC.
VIRSAE
VIRTANA
VISION
VISIONEER
VISIONTEK
VISTA IT GROUP
VISUAL LABS
VIVACITY TECH PBC
VIVINT, INC.
VIVOTEK
VIZETTO
VIZIFLEX SEELS INC.
VMRAY
VMWARE
VOLODY
VONAGE
VONHOLZHAUSEN
VORP ENERGY, LLC
VOTIRO
VOYAGER LABS
VU RYTE , INC.
VUZIX CORPORATION
VWR INTERNATIONAL LLC
VXL INSTR
VZBLTY

WAITTIME
WALLBOARD
WANDERA
WARNER BROTHERS
WASABI
WASP TECH
WATCHGUARD
WEBROOT SW
WEBWORKS
WEIGHTS AND BIASES
WEIRDWARE VENDOR GROUP
WEKA IO
WENGER BY GROUP III
WESTERN DIGITAL
WESTERNTECHSYSTEMS INC.
WEVIDEO
WHISTIC
WHITECANYON SOFTWARE, INC.
WHOOP USA
WIDEPOINT
WILLARD PACKAGING
WILLIAMS SOFTWARE ASSOCIATES
WILSON ELECTRONICS LLC
WIN LONG, USA LLC DBA TITANIUM TECHNOLOGIES
WIND RIVER SYSTEMS
WINMAGIC
WINSTON INTERNATIONAL LTD.
WIRELESS GUARDIAN, INC.
WIREMOLD/LEGRAND
WITFOO INC.
WITHINGS INC.
WOBBLEWORKS
WOLTERS KLUWER HEALTH
WOOTCLOUD
WORKDAY
WORKS 360, LLC DBA SPRINXLE
WORKSPOT
WORKWELL TECHNOLOGIES
WOWWEE
WSO2
WSTDIGITAL

X RITE
X6D USA INC.
XENCELABS
XEROX
XI3 CORPORATION
XILINX
XINUOS, INC. DBA UNXIS, INC.
XOGO, INC.
XYZPRINTING, INC.

YAGNA IQ INC.
YAMAHA
YEALINK
YOSHINO TECH*
YUBICO

ZAGG INC.
ZEPLIN
ZERIFY
ZEROSPAM
ZETASETT
ZEWA, INC.
ZIMPERIUM
ZOHO CORPORATION
ZOOM
ZOTAC INTL
ZPE SYSTEMS
ZSCALER
ZVT INC.
ZYXEL

New Fiscal Year 2024 Vendor

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TD SYNNEX | Public Sector



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2025 Program availability and pricing listed here is guaranteed until January 31, 2025.
After that date, pricing and activity availability is subject to change.

TD SYNNEX | Public Sector

TD SYNNEX Marketing Prior Agreement		SCM#	
Vendor Name:		VMM Name:	
Vendor Contact:		Vendor E-mail:	

Pre-Approval Section

This agreement entitles afore-mentioned vendor to participate in the TD SYNNEX Marketing Program and/or Activity (check all that apply): Annual Program: ☐ Multi-Vendor: ☐ A-La-Carte (Single Vendor): ☐

Program/Activity Name:
2025 Public Sector Annual Program

Description (For Single-Vendor ALC, please include activities details):

For advertisements, catalogs, email, fax mailers and other related promotions, TD SYNNEX reserves the right to edit/approve final content. For incentives, contests, promotional items and other related activities, TD SYNNEX reserves the right to utilize authorized funds as deemed necessary to promote or otherwise sell vendor products. TD SYNNEX will provide necessary documentation for claimed amounts when requested. If the undersigned/vendor cancels an approved/authorized program, all out of pocket expenses incurred by TD SYNNEX prior to the cancellation will be reimbursed by vendor. The party signing this contract indicates their approval of the program to be delivered by TD SYNNEX or its subsidiaries and understands the terms and conditions of the program and has the authority to execute this contract. Any programs delivered by a TD SYNNEX subsidiary will be invoiced by such subsidiary.

CANCELLATION POLICY: All cancellations must be in writing. If Vendor cancels after this contract has been fully executed by both parties, a cancellation fee will be charged according to the following fee schedule:

- If cancellation occurs 30 days prior to the event, 50% of the event fee will be charged.
- If cancellation occurs 14 days prior to the event, 75% of the event fee will be charged.
- If cancellation occurs 7 days prior to the event, 100% of the event fee will be charged.

For Pre-Pay SCMs, TD SYNNEX Marketing will work with vendor to ensure that funds will be fully spent within two years of invoice.

Accepted by (E-Sign):	Date:

Billing Information

PA/PO #:

Billing Method: Direct Billing: ☐ Pre-Bill: ☐ SCM:_____	
Total DUE:	**$**

Single Vendor/ A-La-Carte Terms:
Vendor agrees to participate in and pay for the specific marketing activities selected above. Vendor understands this is a commitment to execute the marketing activities within the dates specified and agrees to pay the marketing fee listed for each activity as completed. Any changes to the quoted marketing activities that are requested by Vendor may increase the total marketing fee. Vendor will be notified in advance of any additional marketing fees to secure additional funding and/or approval of change of funding to be provided.

INVOICING: The Marketing Activity fee will be invoiced as follows: (i) after the implementation date of each activity for proof of performance marketing activities, or (ii) within a reasonable time of the end of each TD SYNNEX fiscal quarter for pay-for-performance sponsorship. All invoices shall be paid Net 30 days from date of invoice. All payments shall be in the form of a credit memo, ACH, wire or check and are due within 30 days of invoicing. Activities may include a fee for TD SYNNEX Marketing and administrative support. If payment is not received, TD SYNNEX may pursue further collection efforts and has the right to cancel/suspend any pending marketing activities.

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

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Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □X does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initial Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initial Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initial Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Initial

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Initial

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Initial

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initial _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initial _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

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The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES:

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: X

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES:

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: TD SYNNEX Corporation
Address, City, State, and Zip Code: 5350Tech Data Drive, Clearwater, FL, 33760
Phone Number: 510-402-7058
Fax Number: _____

Printed Name and Title of Authorized Representative: Randy Finley, Sr. Director, Business Development
Email Address: Randy.Finley@tdsynnex.com
Signature of Authorized Representative: Signed by: Randy Finley 4349F10A8D89442...
Date: Apr 9, 2025 | 12:54:53 EDT

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

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is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Initial

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
TD SYNNEX Corporation

Address, City, State, and Zip Code:
5350 Tech Data Drive, Clearwater, FL 33760

Phone Number: 510-402-7058 Fax Number: _____

Printed Name and Title of Authorized Representative:
Randy Finley, Sr. Director, Business Development

Email Address:
Randy.Finley@tdsynnex.com

Signed by:
Randy Finley
4349F10A8D89442...

Signature of Authorized Representative: _____ Date: Apr 9, 2025 | 12:54:53 EDT

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

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This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

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ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

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which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be

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applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized

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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

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b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

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i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

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C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, TD SYNNEX Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:
Randy Finley
4349F10A8D89442...

Signature of Contractor's Authorized Official

Randy Finley, Sr. Director, Business Development

Name and Title of Contractor's Authorized Official

Apr 9, 2025 | 12:54:53 EDT

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

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a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

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16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Docusign Envelope ID: 6A52BBC4-066C-4619-B358-D9F4290EB96B

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: TD SYNNEX Corporation

Address, City, State, and Zip Code:
5350 Tech Data Drive, Clearwater, FL 33760

Phone Number: 510-402-7058 Fax Number: _____

Printed Name and Title of Authorized Representative:
Randy Finley, Sr. Director, Business Development

Email Address: Randy.Finley@tdsynnex.com

Signature of Authorized Representative: Signed by: Randy Finley 4349F10A8D89442...

Date: Apr 9, 2025 | 12:54:53 EDT

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	04/11/2025 01:48 PM MDT

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Arizona
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day 04/11/2025 01:48 PM MDT _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)
04/11/2025 01:51 PM MDT
_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

04/11/2025 01:48 PM MDT

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

04/11/2025 01:48 PM MDT

_____
(Affiant)

(Notary Public) 04/11/2025 01:51 PM MDT

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

TD SYNNEX Corporation CORPORATE SEAL Sep 4, 2003 DELAWARE

Version January 31, 2025

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

04/11/2025 01:48 PM MDT

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	04/11/2025 01:48 PM MDT Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: 04/11/2025 01:48 PM MDT

DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ 04/11/2025 01:48 PM MDT

Signature Date

_____

Print Name and Title

EXHIBIT “B”

Participating Dealer Agreement

TD SYNNEX | Public Sector

OMNIA PARTNERS

PARTICIPATING DEALER AGREEMENT

OMNIA Partners Contract #R250307

Administration Agreement

This Dealer Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date") by and between Flagler Technologies LLC ("Dealer"), having its place of business at 5295 Town center Rd Suite 201 Boca Raton FL 33486, and TD SYNNEX Corporation ("TDS"), having its place of business at 44201 Nobel Drive, Fremont, CA, 94538.

BACKGROUND

This Agreement governs the appointment of Dealer as a nonexclusive authorized Dealer of Products (as defined below) through the OMNIA Partners Contract #R250307, Administration Agreement ("Contract"). The General Terms and Conditions comprising the body of this Agreement set forth the general terms of such appointment.

AGREEMENT DOCUMENTS

The parties agree to be bound by this Agreement, which consists of this Signature Page, the General Terms and Conditions, and any Exhibits attached hereto (if any):

The duly authorized representatives of the parties have executed and delivered this Agreement as of the Effective Date.

Exhibit A – Ordering Instructions

TD SYNNEX Corporation	Flagler Technologies, LLC
By: E-SIGNED by Randy Finley on 2025-09-12 20:20:03 GMT	By: E-SIGNED by Ken Wagner on 2025-09-10 14:00:01 GMT
Name: Randy Finley	Name: Ken Wagner
Title: Sr. Director, Business Development	Title:
Date: September 12, 2025	Date: September 10, 2025

P.S.A.

September 10, 2025

GENERAL TERMS AND CONDITIONS

SECTION 1 DEFINITIONS.

1.1 "Confidential Information" shall mean the information of a party, which information is conspicuously marked with "Confidential," or "Proprietary" or other similar legend. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a brief written non-confidential description of the information and confirmation of the confidential nature of the information shall be sent to the recipient within thirty (30) days after the disclosure. Quantities, schedules, pricing, sales reports and inventory reports shall be considered Confidential Information hereunder whether disclosed orally or in writing, or whether or not marked "Confidential" or "Proprietary." Confidential Information does not include information that: (1) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (2) is or becomes generally known to the public without violation of this Agreement; (3) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (4) is independently developed by the receiving party without use of Confidential Information.

1.2 "Customer" means End Users authorized to purchase through the Contract.

1.3 "Contract Price List" is the negotiated contractual pricing for the Products.

1.4 "Products" means the products that are available to be sold through the Contract.

SECTION 2 APPOINTMENT AND LICENSE.

2.1 Appointment, License Grant and Sublicense. Subject to the terms and conditions of this Agreement; the qualification requirements delineated herein; and, the authorization requirements of the manufacturer of the Product(s), TDS hereby appoints Dealer, and Dealer hereby accepts the appointment, as a non-exclusive authorized Dealer of Products to Customers who can purchase through the Contract. TDS grants to Dealer a nontransferable and nonexclusive license during the term of this Agreement to distribute the Products and any software (only as incorporated in the Products) to Customers. This Agreement does not purport to provide Dealer any additional rights than those offered to them by the manufacturer of the Product(s).

2.2 Authority. Except as expressly set forth in this Agreement, Dealer will have no authority to bind TDS or its suppliers to any contract, representation, understanding, act or deed concerning TDS, its suppliers or any Products covered by this Agreement without TDS 's prior written consent. This Agreement will not be deemed to establish a joint venture or partnership. Dealer will make no warranties or representations, such as representations concerning prices, terms of delivery and payment, or conditions of sale, relating to the Products unless TDS authorizes such warranties and representations in writing. The parties recognize and agree that the Dealer relationship referenced herein does not establish privity of contract between Dealer and Customer. Dealer expressly understands that the scope of its representation is limited to the terms of this Agreement.

2.3 Sales to End Users Only. Unless otherwise authorized by TDS in writing, Dealer shall only sell Products to Customers who do not intend to further remarket such Products.

2.4 Reserved Rights. This Agreement shall in no way limit TDS's ability to sell, directly or indirectly, any Products to any Customers, and Dealer shall not be entitled to any commission or other compensation with respect to such sales. TDS shall be entitled to appoint other Dealer(s) for any Customers without notice or liability to Dealer.

SECTION 3 DEALER OBLIGATIONS.

3.1 Contract Pricing. Dealer shall comply with the approved Products and pricing of the Contract. The Contract Pricing will be maintained for the term of this Agreement, including any extensions.

3.2 Warranty. Contract Pricing includes the standard warranty provided by the manufacturer. Additional extensions of the warranty beyond the standard warranty will be an additional cost to the Customer.

3.3 Ordering Instructions. Dealer agrees to send orders to TDS through a TDS approved method. Dealer is responsible for providing the End User Purchase Order for a contract order to be placed. Dealer is responsible for ensuring that only authorized employees place, change or delete orders and that the orders conform to all requirements of this Agreement.

3.4 Customer Purchase Order Forms. Dealer agrees to provide a copy of the Customer's purchase order when placing an order to TDS through this Contract.

3.5 Audit. TDS shall, at all reasonable times and for three (3) years after termination or expiration of this Agreement, have full access to Dealer's books, records, files and related correspondence relating to Dealer's performance under this Agreement.

3.6 Dealer Services. Dealer must request a one-off approval from TDS to include their services in a contract quote and/or order.

3.7 Contract Terms and Conditions: Dealer agrees to comply with the terms and conditions of the Contract located at https://www.omniapartners.com/suppliers/td-synnex/public-sector/contract-documents#contract-382.

SECTION 4 ORDERS, PAYMENT AND DELIVERY.

4.1 Ordering Information. Dealer shall ensure that Customers are eligible to purchase through the Contract.

4.2 Order Acceptance. All orders shall be subject to TDS 's acceptance, and TDS shall have no liability for any orders it rejects.

4.3 Shipment and Payment. The negotiated price includes delivery to the Customer, FOB Origin standard ground freight within the continental US only. Customers may be charged additional fees if shipment must be expedited, requires special handling or delivery and/or OCONUS delivery.

4.4 Timely Shipment. TDS will use commercially reasonable efforts to meet the Customer's requested delivery date at the location specified by the Customer.

4.5 Timely Processing. Dealer will use its best commercial efforts to process orders and to provide customer service and support in a timely manner.

4.6 Payment. Dealer's standard credit terms will apply to all orders under this Agreement.

SECTION 5 ADDITIONAL DUTIES OF DEALER.

5.1 Best Efforts. Dealer shall use its best efforts to promote and sell the Products to Customers, all consistent with good business ethics and in a manner that will reflect favorably on TDS.

5.2 Compliance. Dealer shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and executive orders. If either party receives any notice or becomes aware of any violation of any applicable law, statute, rule, regulation or ordinance by the Products or the distribution thereof, such party shall promptly notify the other party of such notice or violation.

5.3 Conduct of Dealer. Dealer shall at all times refrain from engaging in any illegal, unfair, or deceptive trade practices or unethical business practices whatsoever. Dealer shall not make any false or misleading representations to Customers or other persons with regard to TDS or the Products. Dealer shall not make any representations with respect to the specifications, features, or capabilities of Products which are not consistent with those described in the manufacturer's publicly-available Product documentation.

5.4 No Contract Modification. Dealer shall not alter, change, or modify in any way, any contract or order under any contract between TDS and any Customer. Dealer will indemnify and hold TDS harmless from any alteration, change, or modification to a contract between TDS and any Customer caused by the actions of Dealer.

5.5 Procurement of Products. Any Products sold to Customer by Dealer under the Contract must be procured through TDS.

5.6 Data Location. All of the data for Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States.

5.7 Reporting - Administrative Fees - Contacts.

5.7.1 Reporting Responsibility. Sales reporting requirements are fulfilled at the time of sale for each transaction. Sales reporting includes the Dealer's Purchase Order issued to TDS and the end-user customer's Purchase Order issued to Dealer. The Purchase Orders must be submitted to your designated TDS salesperson and the following email address OMNIA@tdsynnex.com at the time the order is placed. Sales reporting requirements are material requirements to remain compliant to the Agreement and will be a deliverable for each transaction. If there is a reason to manually report contract sales to the TDS Contract Administration Team, please submit your report online here: https://www.tdsynnex.com/na/us/td-synnex-public-sector/contracts/monthly-contract-reporting/.

5.7.2 Administrative Fees. Dealer is responsible for payment of the Contract fee: 2% or 200 Bps for associated with this Agreement (the "Administrative Fee"). TDS will therefore include the associated fees in each quotation provided to Dealer and billed accordingly to Dealer.

5.7.3 Failure to comply with the provisions in **SECTION 5** will result in immediate termination of Dealer.

SECTION 6 QUALIFICATIONS OF DEALER.

6.1 Good Standing. Dealer's business and credit accounts with TDS must be current and in good standing. Dealer cannot have defaulted on any payments due to TDS and must have a history of prompt and timely payments for all amounts due TDS.

6.2 Dealer Financials. Dealer agrees to provide TDS with updated credit information on request. Dealer understands and agrees that TDS may order a credit report in connection with the Agreement.

SECTION 7 CONFIDENTIALITY.

7.1 Confidentiality Obligations. The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in

no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this **SECTION 7.1.** Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this Section 7.1. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally, or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, for itself or others, that compete with the products, processes, systems or methods contemplated by disclosed Confidential Information.

Each party acknowledges that any material violation of the rights and obligations provided in this **SECTION 7.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **SECTION 13.6**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 8 STAFFING.

8.1 Staffing. Each of the parties agrees not to solicit, hire or engage any employees of the other party that are directly involved in the activities of the other party in connection with this Agreement during the period such employees are employed by the other party and for a period of one hundred eighty (180) days after the date of such employee's termination of employment from the other party. Each party acknowledges that any material violation of the rights and obligations provided in this **SECTION 8.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **SECTION 13.6**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 9 LIMITATION OF LIABILITY.

9.1 EXCEPT FOR A BREACH OF **SECTION 7.1** OR **SECTION 8.1**, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN

CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENTS INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR HEREUNDER.

SECTION 10 INDEMNIFICATION.

10.1 Dealer Indemnification. Dealer will indemnify, defend and hold harmless TDS, its dealers, employees, successors, assigns, parent company and affiliated companies (each individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of Dealer's acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to any of the Indemnified Parties, the Products or this Agreement, regardless of the form of action. Dealer shall pay any damages and costs assessed against the Indemnified Parties in connection with such claim. Any Indemnified Party shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. Dealer shall not enter into any settlement that affects an Indemnified Party's rights or interests without such Indemnified Party's prior written approval.

10.2 TDS Indemnification. TDS will indemnify, defend and hold harmless Dealer from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of TDS wrongful acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to the Products or this Agreement, regardless of the form of action. TDS shall pay any damages and costs assessed against Dealer in connection with such claim. Dealer shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. TDS shall not enter into any settlement that affects Dealer's rights or interests without Dealer's prior written approval.

SECTION 11 INTELLECTUAL PROPERTY.

11.1 Nothing contained in this Agreement shall give Dealer any interest, license or right in any trademark, name, logo, or other trade designation of TDS or any TDS parent or affiliated company. Dealer agrees that it will not at any time during or after this Agreement assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trade name, trademark or logo belonging to or licensed to any TDS parent or affiliated company or the rights therein.

SECTION 12 TERM AND TERMINATION.

12.1 Term. The initial term of this Agreement shall commence on the Effective Date of this Agreement and extend for one (1) year thereafter, with automatic one-year renewals unless terminated according to one or more of the following provisions:

12.1.1 At any time upon the mutual written agreement of both parties;

12.1.2 By either party with or without cause upon thirty (30) days prior written notice of termination to the other party;

12.1.3 By either party, following a material breach of this Agreement by the other party and the breaching party's failure to cure such breach within thirty (30) days of it receiving written notice of such breach;

12.1.4 By TDS, immediately upon written notice, in the event Dealer breaches SECTION 5;

12.1.5 By either party upon the other party seeking an order for relief under the bankruptcy laws of the United States or similar laws of any other jurisdiction, a composition with or assignment for the benefit of creditors, or dissolution or liquidation;

12.1.6 Notwithstanding the foregoing, TDS may in its sole discretion, and without any further liability or obligation of any kind, revoke its appointment of Dealer by providing five (5) business days written notice.

12.2 Effect of Termination. The termination of this Agreement shall in no way affect the obligations of either party regarding orders accepted by TDS prior to the effective date of such termination.

12.3 Return of Confidential Information. Upon termination of this Agreement by either party, each party shall return all originals and copies of Confidential Information or destroy the same with certification of such destruction, provided, however, that the Receiving Party may retain an archival copy of Confidential Information as required by record retention policies or law.

12.4 Survival. Provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

SECTION 13 MISCELLANEOUS.

13.1 Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. The Exhibits attached hereto are considered to be a part of this Agreement. No modification of this Agreement shall be binding, unless in writing and signed by an authorized representative of each party.

13.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party hereto shall in any way sell, transfer, assign, or otherwise dispose of any of the rights, privileges, duties and obligations granted or imposed upon it under this Agreement; *provided, however*, TDS shall have the right to assign its rights, duties and responsibilities under this Agreement to an affiliate of TDS. An affiliate of TDS means any corporation, partnership or other business entity which controls, is controlled by, or is under common control with TDS.

13.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall be severed and shall not affect any other provision hereof. Furthermore, the severed provision shall be replaced by a provision which comes closest to such severed provision, or part thereof, in language and intent, without being invalid, illegal or unenforceable.

13.4 Force Majeure. Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

13.5 Independent Contractor. TDS and Dealer are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

13.6 Disputes. Both parties agree to negotiate in good faith the settlement of any disputes that may arise

under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. In the event that such good faith settlements fail, excluding any and all disputes and controversies arising out of or in connection with **SECTION 7.1** OR **SECTION 8.1**, any and all other disputes and controversies of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this Agreement shall be submitted to binding arbitration, pursuant to the Rules of the American Arbitration Association, before a single arbitrator in Alameda County, California. In the event the parties cannot agree on the arbitrator, then an administrator of the American Arbitration Association shall select an appropriate arbitrator from among arbitrators of the American Arbitration Association with experience in commercial disputes related to technology products. In the event of any litigation arising out of this Agreement or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys' fees and court costs.

13.7 No Waiver. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any later time, nor shall the waiver by a party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

13.8 Jurisprudence. This Agreement shall be governed by and construed in accordance with the laws of California and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.9 Notice. All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.

13.10 Exhibits. Each Exhibit attached hereto is incorporated herein by this reference. The parties may amend any Exhibit from time to time by entering into a separate written agreement, referencing such Exhibit and specifying the amendment thereto, signed by an authorized employee of each of the parties.

END of AGREEMENT

EXHIBIT “C”

QUOTE #012199 V6 (CITY)
QUOTE #012332 V2 (FPPD)

FLAGLER TECHNOLOGIES

12664_City of Fort Pierce O365 CSP and Open Value Omnia

Quote #012199 v6

Prepared For:

City of Fort Pierce
DeVoshay "Shay" Johnson Sr
100 N US 1
Fort Pierce, 34950

P: (772) 467-3000
E: djohnson@cityoffortpierce.com

Prepared by:

Flagler Technologies, LLC
Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 207-1047
E: shana.clark@flagler.io

Date Issued:
09.03.2025
Expires:
10.30.2025

Microsoft Open Value Software - 3 Year Commitment, Pay Annually

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		Omnia Contract #R250307		
		3 Year Commitment, Pay Annually		
16	9GS-00325	MicrosoftCoreInfrastructureSvrSteDCCore SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1	$277.22	$4,435.52
16	9GA-00438	MicrosoftCoreInfraSvrSteStdCore SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1	$61.43	$982.88
160	9EM-00427	MicrosoftWindowsServerSTDCORE SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1	$34.57	$5,531.20
			Subtotal:	**$10,949.60**

City of Fort Pierce (CITY) 365 G5 YEARLY Upfront Price

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
225	NCE Microsoft 365 G5 (GCC) Annual	NCE Microsoft 365 G5 (GCC) Annual	$637.38	$143,410.50
10	NCE Microsoft Teams Rooms Pro (GCC) Annual Commit	NCE Microsoft Teams Rooms Pro (GCC) Annual Commit	$447.28	$4,472.80
			Subtotal:	**$147,883.30**

Quote Summary	Amount
Microsoft Open Value Software - 3 Year Commitment, Pay Annually	$10,949.60
City of Fort Pierce (CITY) 365 G5 YEARLY Upfront Price	$147,883.30
Total:	**$158,832.90**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

*Includes a complimentary allocation of two (2) hours of professional M365 expert consulting each month at no additional cost. Unused hours do not roll over into the next month. Requests must be scheduled with 5 days advance notice to ensure availability. Scope of services are limited to Flagler's professional expertise and service offerings. Requests outside this scope are not covered.

FLAGLER TECHNOLOGIES

12664_City of Fort Pierce O365 G3 Police

Quote #012332 v2

Prepared For:

City of Fort Pierce
DeVoshay "Shay" Johnson Sr
100 N US 1
Fort Pierce, 34950

P: (772) 467-3000
E: djohnson@cityoffortpierce.com

Prepared by:

Flagler Technologies, LLC
Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 207-1047
E: shana.clark@flagler.io

Date Issued:
08.06.2025
Expires:
10.30.2025

City of Fort Pierce Police (POLICE) O365 YEARLY Upfront Price

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		Omnia Contract # R250307		
205	NCE Office 365 G3 (GCC) Annual Commit	NCE Office 365 G3 (GCC) Annual Commit	$257.19	$52,723.95
			Subtotal:	**$52,723.95**

Quote Summary	Amount
City of Fort Pierce Police (POLICE) O365 YEARLY Upfront Price	$52,723.95
Total:	**$52,723.95**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

EXHIBIT "D"
CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

Vendor name: Flagler Technologies

Authorized Representative's Name and Title: Shana Clark, Managing Member

Address: 5295 Town Center Rd Ste 201

City: Boca Raton State: FL Zip Code: 33486

Phone Number: (561) 207-1047 Email Address: Shana.clark@flagler.io

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Shana Clark Managing Member 10/15/25

Authorized Signature | Printed Name and Title | Date

STATE OF Florida
COUNTY OF Palm Beach County

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 15 day of October, 2025 by Shana Clark, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: Casey E. Gates (Seal)

Print Name: Casey Gates

My Commission Expires: 12/3/2028

Notary Public State of Florida
Casey E Gates
My Commission HH 617607
Expires 12/3/2028

FLAGLER TECHNOLOGIES

COFP - City - Microsoft - 15598

Quote #014613 v3

Prepared For:

City of Fort Pierce
DeVoshay "Shay" Johnson Sr
100 N US 1
Fort Pierce, 34950

P: (772) 467-3000
E: djohnson@cityoffortpierce.com

Prepared by:

Flagler Technologies, LLC
Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 207-1047
E: shana.clark@flagler.io

Date Issued:
08.04.2026
Expires:
09.30.2026

Microsoft Open Value Software - Year 2 of 3-Year Commitment, Pay Annually

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		OMNIA Contract R250307		
		Year 2 of 3-Year Commitment, Pay Annually		
16	9GS-00325	MicrosoftCoreInfrastructureSvrSteDCCore SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1 11/18/2025-11/30/2028	$277.22	$4,435.52
16	9GA-00438	MicrosoftCoreInfraSvrSteStdCore SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1 11/18/2025-11/30/2028	$61.43	$982.88
160	9EM-00427	MicrosoftWindowsServerSTDCORE SoftwareAssurance OLV 2Licenses LevelD AdditionalProduct CoreLic 1Year Acquiredyear1 11/18/2025-11/30/2028	$34.57	$5,531.20
			Subtotal:	**$10,949.60**

City - Current Subscriptions

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		OMNIA Contract R250307		
225	NCE Microsoft 365 G5 (GCC) Annual Commit	NCE Microsoft 365 G5 (GCC) Annual Commit 10/16/2026-10/15/2027	$637.38	$143,410.50
10	NCE Microsoft Teams Rooms Pro (GCC) Annual Commit	NCE Microsoft Teams Rooms Pro (GCC) Annual Commit 10/16/2026-10/15/2027	$447.28	$4,472.80
10	NCE Project Plan 1 (GCC) Annual Commit	NCE Project Plan 1 (GCC) Annual Commit 10/16/2026-10/15/2027	$110.75	$1,107.50
			Subtotal:	**$148,990.80**

Quote Summary	Amount
Microsoft Open Value Software - Year 2 of 3-Year Commitment, Pay Annually	$10,949.60
City - Current Subscriptions	$148,990.80
Total:	**$159,940.40**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PURCHASING DIVISION

PIGGYBACK PURCHASE REQUEST FORM

To ensure transparency and compliance Piggyback purchase requests must be approved in advance and accompanied by appropriate written documentation. This form, along with the required supporting materials, satisfies that requirement.
Purchases up to $50,000 may be approved by the City Manager. Any purchase exceeding $50,000 requires Commission approval.
Piggyback contracts are awarded for the full duration of the original agreement and are available for use by all City departments.

Date	8/12/2026
Department/Division	Administrative Services/IT Operations
Requestor	Jamal Mosley
Title	Interim IT Operations Manager
Phone	772-467-3000
Email	jmosley@cityoffortpierce.com

1. Vendor Information

Requested Vendor Name	Flagler Technologies, LLC
Address	5295 Town Center Rd Suite 201 Boca Raton, FL 33486
Point of Contact & Title	Shana Clark
Phone Number	(561) 207-1047
Email	shana.clark@flagler.io

2. Contract Information

Awarding Agency	TD Synnex
Contract Title and number requesting to piggyback	Region 4 Education Service Center (ESC) Contract #R250307
Vendor Name	Flagler Technologies, LLC
Contract Terms	Effective 6/24/2025-6/24/2028
Copy of the Contract and awarding agency documentation is attached	☑ **Yes** ☐ **No**

3. Product/Service being requested (be specific):

16 - 9GS-00325 MicrosoftCoreInfrastructureSvrSteDCCore SoftwareAssurance - $277.22 = $4,435.52
16 - 9GA-00438 MicrosoftCoreInfraSvrSteStdCore SoftwareAssurance - $61.43 = $982.88
160 - 9EM-00427 MicrosoftWindowsServerSTDCORE SoftwareAssurance - $34.57 = $5,531.20 **Subtotal: $10,949.60**
225 - NCE Microsoft 365 G5 (GCC) Annual Commit - $637.38 = $143,410.50
10 - NCE Microsoft Teams Rooms Pro (GCC) Annual Commit - $447.28 = $4,472.80
10 - NCE Project Plan 1 (GCC) Annual Commit - $110.75 = $1,107.50 **Subtotal: $148,990.80**

4. Detailed description of the product/service's function and purposes:

Microsoft Open Value Software (Servers) - Year 2 of 3-Year Commitment, Pay Annually $10,949.60. City Microsoft 365 - Current Subscriptions $148,990.80 Total: $159,940.40 for FY27.

5. Total cost of the requested product/service: $ 159,940.40

6. Total estimated annual (fiscal year) cost of requested product/service: $ 159,940.40

Account number: Various

7. Is this product/service covered by a warranty? ☑ Yes ☐ No

If yes, please attach a copy of the warranty details.

8. Will grant funds be used to pay for the requested product/service? ☐ Yes ☑ No

If yes, please explain:

Note: by signing and returning this form you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contracts(s) and recommend its/ their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.

Requestor Signature _____ Date 08/12/2026

Department Head Signature _____ Date 8/17/26

The Purchasing Division has reviewed the request and has completed the required due diligence per the Purchasing Ordinances, Section 2-439(a)(5).

The Purchasing Division recommends the following as a piggyback:

PROCUREMENT APPROVAL

Purchasing Agent/Specialist

Name _____ Signature _____ Date _____

Purchasing Manager

Name Gelencia Carter Signature Gelencia Carter Date 9-16-26

City Commission Regular Meeting - 5:05 PM **11. E.**

Meeting Date: 10/05/2026

Re: Approval of Grant Agreement - City of Fort Pierce with St. Lucie County - Arthur Lee Boatwright Pool Project

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

---

SUBJECT:

Approval of the Grant Agreement between St. Lucie County and the City of Fort Pierce for the funding of the Arthur Lee Boatwright Pool Renovation Project with Community Development Block Grant (CDBG) in the amount of $300,000.00 for FY2026.

SUMMARY:

The Arthur Lee Boatwright Pool is a City-owned and highly valued community amenity that has experienced wear and deterioration over time, necessitating substantial rehabilitation to ensure its continued safe and reliable operation. Planned improvements include structural repairs, replacement of aging mechanical systems, accessibility and safety upgrades, and modernization of key pool infrastructure to improve reliability and extend the useful life of this important community asset.

RECOMMENDATION:

Staff recommends approval of the Grant Agreement with St. Lucie County for the Arthur Lee Boatwright Pool Project.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Donnella Clarke - City of Fort Pierce - Grants Manager
Joyana Hawthorne - St. Lucie County — Director of Parks and Recreation

COORDINATED WITH:

City of Fort Pierce - Grants Division
City of Fort Pierce — City Attorney's Office
St. Lucie County — Parks and Recreation

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026-2027
Account:	1039002
Amount:	300000

OTHER INFORMATION:

The City of Fort Pierce - Grants Administration Division, shall allocate and distribute to St. Lucie County up to Three Hundred Thousand Dollars, $300,000.00 in Community Development Block Grant (CDBG)
Funds to support the renovation of the Arthur Lee Boatwright Pool.

Attachments

Subrecipient Agreement

St. Lucie County - Board of Commissioners Agenda

St. Lucie County - Board of Commissioners Agenda Request

CAO Memo

SUBRECIPIENT AGREEMENT

BETWEEN CITY OF FORT PIERCE AND ST. LUCIE COUNTY

THIS AGREEMENT is entered this ___day of _____, 2026 by and between the CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation (the "Grantee"), and ST. LUCIE COUNTY, a political subdivision of the State of Florida (the "Subrecipient").

I. RECITALS

WHEREAS, Grantee has received Community Development Grant (CDBG) funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, the Grantee and Subrecipient recognize the public benefit of collaborating on the restoration, improvement, renovation, and development of the Arthur Lee Boatwright Pool, located at 1211 Avenue M, Fort Pierce, Florida 34950, to support aquatic recreation, promote health and wellness, provide youth and community programming, and enhance recreational opportunities for residents and visitors; and,

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to carry out a part of the Grantee's Federal award by committing $300,000.00 of the Grantee's Federal award, pursuant to this Subrecipient Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

II. SCOPE OF SERVICE

A. Activity

Subrecipient shall use the funding for restoration, improvement, renovation, and development of the Arthur Lee Boatwright Pool, located at 1211 Avenue M, Fort Pierce, Florida, 34950, including related aquatic and recreational improvements that support health and wellness, youth and community programming, and recreational opportunities for residents and visitors (the "Project").

B. Monitoring

The Grantee shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities.

The Subrecipient shall submit regular quarterly progress and financial reports to the Grantee in a mutually acceptable format.

III. PERIOD OF PERFORMANCE AND TERM

The period of performance for Subrecipient, meaning the time during which the Subrecipient may incur new obligations to carry out activities under this Agreement, shall start on the day this Agreement is fully executed by the parties and end two years from that date, subject to extension or termination.

This Agreement and its terms and conditions shall remain in effect during any period that the Subrecipient has control over CDBG funds provided through this Agreement.

IV. BUDGET

The Grantee has allocated an amount not to exceed $300,000.00 in CDBG funds for eligible costs associated with the Project described in Section II of this Agreement.

The parties acknowledge that, as of the effective date of this Agreement, final project costs have not been established because the Project has not completed the applicable procurement and bidding process. Accordingly, a final detailed project budget is not available at the time of execution of this Agreement.

Following completion of the applicable procurement process and establishment of project costs, the Subrecipient shall provide the Grantee with a detailed project budget identifying the costs proposed for reimbursement with CDBG funds. All costs charged to this Agreement must be eligible, allowable, reasonable, and allocable in accordance with applicable CDBG requirements and the terms of this Agreement.

In no event shall CDBG expenditures under this Agreement exceed $300,000.00 unless otherwise authorized through a written amendment executed by both parties.

V. PAYMENTS

A. Payments

The Subrecipient shall submit to the Grantee requests for payment for eligible activities under this Agreement (the 'Request for Payment'). Each Request for Payment shall be in a mutually agreeable format.

The Grantee shall pay to the Subrecipient CDBG funds available under this Agreement based upon information submitted by the Subrecipient for allowable costs associated with the Project and permitted under this Agreement. Following establishment and approval of the detailed project budget pursuant to Section IV, requests for payment shall also be consistent with the approved project budget.

VI. AMENDMENTS AND TERMINATION

A. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved at the appropriate level by Grantee and Subrecipient and are signed in writing by a duly authorized representative of the Grantee and the Subrecipient. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement unless otherwise agreed.

B. Suspension or Termination

The Grantee may terminate this Agreement, in whole or in part, upon ninety (90) days' written notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, includes (but is not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Grantee retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to t he Grantee any improper expenditures no later than thirty (30) days after the date of termination. Subrecipient shall be allowed to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

This Agreement may also be terminated in whole or in part by either the Grantee or the Subrecipient with at least 30 days' written notice, or based upon Agreement by both the Grantee and the Subrecipient. Termination shall not affect any rights, obligations, or liabilities of the parties that accrued prior to the effective date of such termination. Subrecipient shall be reimbursed for all allowable expenses incurred prior to the effective date of termination.

Upon termination of this Agreement, neither party shall incur any new obligations under this Agreement after the effective date of termination unless otherwise agreed in writing by the parties. Any funds previously committed, obligated, or encumbered may continue to be expended solely for the purpose of satisfying those obligations, subject to the terms and conditions of this Agreement and all the applicable federal, state, and local requirements.

VII. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD

The CDBG funds available to the Subrecipient through this Agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

A. General Compliance

The Subrecipient shall comply with all applicable federal, state, and local requirements associated with the use of HUD CDBG funds, including any reporting, recordkeeping, procurement, labor standards, and other requirements as may be applicable to the Project and funding source. Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of the Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG funds in complying with its obligations under this Agreement, regardless of whether CDBG funds are made available to the Subrecipient on an advance or reimbursement basis.

B. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

(i)

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this Agreement.

2. Access to Records

"As required by 2 CFR 200.331(a)(5), the Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet its audit requirements under the Federal award.

3. Record Retention and Transmission of Records to the Grantee

Prior to closeout of this Agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Agreement met the requirements of the Federal award.

The parties acknowledge that each is a public agency subject to Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution. Records made or received by either party in connection with this Agreement, including records related to the administration and expenditure of HUD CDBG funds, shall be maintained and disclosed in accordance with applicable federal, state, and local laws and regulations governing public records and grant administration. Nothing contained herein shall be construed as limiting either party's obligations under Florida's Public Records Act or creating an exemption from public disclosure not otherwise provided by law.

The preceding requirement is however, subject to the following exceptions:

(i) Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this Agreement must be retained for 3 years after final disposition;

(ii) Records for individual activities for which there are outstanding loan balances, other

receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;

(iii) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;

(iv) When the Subrecipient is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the Grantee, the Subrecipient shall extend the retention period consistent with the notification;

(v) When records are transferred to or maintained by HUD or the Grantee, the 3-year retention requirement is not applicable to the Subrecipient;

(vi) (If the Grantee is required to report on program income after the period of performance) The retention period for the records pertaining to the earning of the program income (as defined in this Agreement) starts from the end of the Grantee's fiscal year in which the program income is earned; and

(vii) For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:

a. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

b. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Grantee) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.]

4. Client Data and Other Sensitive Information

The Subrecipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality."

D. The parties acknowledge that each is an agency subject to Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution. Each party shall maintain all records made or received in connection with this Agreement in accordance with applicable federal, state, and local laws governing public records.

E. Nothing contained in this Agreement shall be construed to limit either party's obligations under Chapter 119, Florida Statutes, or to create an exemption from public disclosure not otherwise provided by law. Each party shall be independently responsible for responding to public records requests for records within its custody or control and for asserting any applicable exemptions or claims of confidentiality authorized by law.

To the extent this Agreement or records created or maintained pursuant to this Agreement are subject to both federal recordkeeping requirements and Florida's Public Records Act, the parties shall comply with both, including any applicable record retention requirements imposed by federal law, state law, and the Florida Department of State's records retention schedules.

F. Close-out

The Subrecipient shall closeout its use of the CDBG funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

G. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits,

on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521.

3. Corrective Actions

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, Grantee may impose additional conditions on the use of the CDBG funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

H. Environmental Conditions

Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

[Remainder of page intentionally left blank.]

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Subrecipient Agreement, which shall be effective as of the date of execution hereof on behalf of the Grantee.

GRANTEE

BY: _____
(SIGNATURE)
NAME: LINDA HUDSON

TITLE: MAYOR

DATE: _____

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
INTERIM CITY ATTORNEY

COUNTERSIGNED: _____
FINANCE OFFICER OR CONTRACT COMPLIANCE OFFICER

SUBRECIPIENT

BY: _____
(SIGNATURE)
NAME: JAMIE FOWLER

TITLE: ST. LUCIE COUNTY BOCC CHAIR

DATE: _____

ATTEST: _____
DEPUTY CLERK

APPROVED AS TO FORM AND LEGAL CORRECTNESS:

_____
COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS AGENDA

ST. LUCIE COUNTY

Regular Meeting

Tuesday, July 7, 2026
6:00 PM

St. Lucie County Commission Chambers
2300 Virginia Avenue
3rd Floor of Roger Poitras Building
Fort Pierce, FL 34982

BOARD MEMBERS

District No. 4, Chair
JAMIE FOWLER

District No. 2, Vice-Chair
LARRY LEET

District No. 1
JAMES CLASBY

District No. 3
ERIN LOWRY

District No. 5
CATHY TOWNSEND

Mission Statement

Committed To Service, Focused On Our Future, Grounded By Tradition

*Final on 7/1

GENERAL RULES AND PROCEDURES – The agenda will typically determine the order of business conducted at today's Board meeting. However, the final order of agenda and items heard is to be determined by the Chair.

INVOCATION-PLEDGE – To bring order and decorum, the BOCC begins its meetings with an invocation followed by the Pledge of Allegiance. Participation is voluntary.

PUBLIC COMMENT – Time is allotted at the beginning of each regular meeting for general public comment.

CONSENT AGENDA – These items are considered routine in nature, are reviewed by BOCC members in advance, and typically do not require BOCC comment and may be voted on with one motion. There is no separate discussion or individual vote on these items unless requested by a BOCC Member.

PUBLIC HEARINGS – Public hearings will commence at or as soon as possible after the advertised time. In no event will public hearings commence prior to the advertised time. These items are heard at Regular or Special BOCC meetings and are normally scheduled for the first and third Tuesday of the month, or as soon thereafter as possible.

As a general rule, when issues are scheduled before the Commission under department request or public hearing, the order of presentation is: (1) Staff presentation (2) Applicant presentation (3) BOCC questions for Staff and/or Applicant (4) Public comment, (5) further discussion and action by the BOCC.

REGULAR AGENDA – Items appearing on the Regular Agenda require BOCC direction, a policy decision, or are otherwise of significance necessitating separate attention and action. Agenda items may consist of proposals for new County policies, adjustment of budgets, requests to approve contracts with vendors for services, and items as requested for presentation and approved through County Administration and the BOCC.

COMMISSIONER UPDATES – These items are presented by an individual BOCC Members as necessary. BOCC Members will use this time to highlight items of interest that impact their districts or special items of interest they feel warrants the attention of the St. Lucie County community.

MEETINGS – All BOCC meetings are open to the public and are held on the first and third Tuesdays of each month at 6 p.m., unless otherwise advertised. Meetings are held in the County Commission Chambers of the Roger Poitras Administration Annex located at 2300 Virigina Avenue, Fort Pierce, FL 34982. The BOCC schedules and notices additional workshops throughout the year as necessary to accomplish their goals and commitments. Anyone with a disability requiring accommodation to attend this meeting should contact the Human Resources Department at 772-462-1456, HumanResources@stlucieco.gov or TDD 772-462-1428 at least 48 hours prior to the meeting.

RULES OF DECORUM FOR PUBLIC PARTICIPATION

PURPOSE:

Pursuant to Sections 125.01(1)(a) and 286.0114, F.S., this policy sets forth the rules of decorum for public participation at the St. Lucie County Board of County Commissioners Meetings (Rules of Decorum). These Rules of Decorum are adopted to ensure a positive and productive environment that is conducive to good order and discipline which in turn will enhance the democratic process, individual rights of expression, engaging conversations and mutual respect for shared ideas.

As used in these Rules of Decorum, decorum means propriety and good taste in conduct or behavior.

The St. Lucie Board of County Commissioners (BOCC) has numerous public meetings that include, but are limited to, Regular, Informal (Workshops), and Special meetings. Having set rules, policies, and guidelines are paramount in maintaining a civil, respectful, and a courteous environment during government proceedings, which ensure support of and respect for an open, fair, transparent decision-making process.

A. General Guidelines for Appearance Before the BOCC

1. Individuals may participate in the public meeting process.
2. Individuals wishing to speak must adhere to these Rules of Decorum.
3. Individuals will be recognized by the BOCC Chair.
4. Individuals will approach the podium and provide their name, address, and/or associated organization (if applicable).
5. Individuals will be provided with three (3) minutes and a representative of an organization has five (5) minutes to speak during Public Comment and during Public Hearings.
6. Individuals will direct all comments directly to the BOCC. All remarks will be directed to the BOCC as a body and not to any one person or commissioner.
7. Individuals will address all BOCC Members by their proper title.
8. Individuals will limit comments to a proposition before the BOCC, or a subject matter related to county government related items. Individuals should make comments concise and to the point and present any data or evidence they wish the BOCC to consider.
9. Comments in support or opposition to candidates for public office are not pertinent to the BOCC's duties. This includes any speaker identifying himself or herself as a candidate for public office.
10. No person may speak more than once on the same subject unless granted permission by the Chair.
11. Individuals will observe the timer device located directly under the microphone at the podium. Lights indicate the following:

    Green: Indicates commencement of addressing the BOCC.
    Yellow: Indicates the individual has one (1) minute left and should begin to close their comments.
    Red: Indicates time has expired and the individual needs to end their remarks.

12. Once time has expired individuals must cordially leave the podium and return to their seat.
13. The Chair has the discretion to either extend or reduce the time limits for public comment based on the number of speakers. To ensure the orderly conduct of meetings, if a large number of individuals wish to speak for public comment on a topic, the BOCC may require that one representative of a group or faction on a specific proposition be permitted to address the BOCC, rather than all members of such groups or factions, and/or the Chair may designate a specified period of time for public comment.
14. Individuals who are not able to attend a scheduled meeting may submit a public comment via the St. Lucie County Web Page at https://stluciecounty.formstack.com/forms/public_comment_form.

B. Speakers Decorum

1. Speakers will:
   a. Conduct themselves in a respectful manner.
   b. Be clear and concise.
   c. Be civil in nature (polite, courteous and respectful).
   d. Address the BOCC directly.
   d. Speak into the microphone.

2. Speakers will NOT:
   a. Make comments of a personal nature regarding others.
   b. Shout, yell, or /scream.
   c. Use obscene or disruptive language.
   d. Make complaints, remarks, personal attacks or inflammatory comments against any public official or staff member.
   e. Members of the audience will not be allowed to enter the public meeting discussion from their seats. Individuals wishing to speak must follow the proper etiquette, approach the podium, and be recognized by the Chair.
   f. Individuals in attendance may not interfere with or interrupt the orderly procedure of the BOCC, any BOCC Member, or the person speaking whom the Chair has properly recognized.

C. Audience Decorum

1. Turn off or silence all devices.
2. Refrain from inappropriate and/or disruptive behavior.
3. Refrain from private conversations.
4. Restrict disruptive commotion when transiting meeting spaces.
5. To ensure the safety of the public, campaign placards, banners or signs will NOT be permitted in the Chambers.
6. Refrain from disorderly or boisterous conduct to include but not be limited to:
   a. Applause
   b. Whistling
   c. Stamping of feet
   d. Booing
   e. Threatening dialogue
   f. Slanderous utterance
   g. Actions that impede the orderly conduct of a meeting

D. Enforcement of the Rules of Decorum

1. The BOCC Chair is responsible for maintaining and enforcing the Rules of Decorum.
2. Individuals who do not adhere to the Rules of Decorum will receive an initial warning from the Chair to cease and desist in order to restore order.
3. If an individual continues to breach the Rules of Decorum, the Chair may order the individual to relinquish the podium and/or leave the public meeting.
4. If any person refuses to leave following an order to leave, the Chair may order the Law Enforcement on duty to remove them from the public meeting.

Any person who disrupts or interrupts a BOCC meeting by violation of these Rules of Decorum, including the use of profane language or the threat of physical violence, or who makes personal, impertinent remarks or who exhibits loud or boisterous behavior while the BOCC is in session, may be removed from the meeting by the Sheriff's office. Removal may be requested at the direction of the Chair or by consensus of the BOCC, or by the Sheriff's office, if there is perceived to be an immediate threat to any person.

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA - ADDITIONS, DELETIONS, REVISIONS

5. PRESENTATIONS

A. Boys and Girls Club State Youth of the Year

6. PUBLIC COMMENT (excluding Public Hearing Items)

7. PROCLAMATIONS APPROVAL

There are no items scheduled.

8. APPROVAL OF MINUTES

A. Board of County Commissioners minutes for the BOCC Regular Meeting of June 2, 2026.

9. CONSENT AGENDA

A. WARRANTS

1. Warrant Lists 35 - 39

B. ADMINISTRATION

1. Commissioner Fowler's Appointment to the Housing Finance Authority

   Staff recommends the Board ratify Commissioner Fowler's appointment of William Talley to the Housing Finance Authority.

2. Commissioner Lowry's Appointment to the Tourist Development Council

   Staff recommends the Board ratify Commissioner Lowry's appointment of Laura Hamel to the

Tourist Development Council.

3. Commissioner Clasby's Appointment to the Emergency Medical Services Advisory Council

   Staff recommends the Board ratify Commissioner Clasby's appointment of Michael Jenkins to the Emergency Medical Services Advisory Council.

C. AIRPORT

1. Consent to Subsublease Between B&E Houck and US Aviation Group, LLC

   Staff recommends Board consent to the sublease and authorization of the Chair to sign documents as reviewed and approved as to form by the County Attorney.

D. COUNTY ATTORNEY

1. Resolution No. 2026-060 - Solid Waste Preliminary Assessment Resolution

   Staff recommends the Board adopt the Solid Waste Preliminary Assessment Resolution and authorize the Chair to sign the resolution.

2. Permission to Advertise - Ordinance Amending Chapter 6, “Animals” of the St. Lucie County Code of Ordinances By Repealing and Restating Chapter 6 of the St. Lucie Code Entitled “Animals”

   Staff recommends the Board grant permission to advertise the proposed ordinance for a public hearing before the Board on July 21, 2026 at 6:00 p.m. or as soon thereafter as may be heard.

3. Second Amendment to Interlocal Agreement with the Fire District - St. Lucie County Sports Complex - EMS Services - Contract C10-03-106

   Staff recommends the Board approve the amendment to the interlocal agreement and authorize the Chair to sign the agreement. Total cost increase is estimated at $5,000.00.

4. First Amendment - Communities Connected for Kids - Contract Renewal

   Staff recommends the Board approve the Contract Renewal for drug testing the clients of Communities Connected for Kids as approved by the County Attorney, and authorize the Chair to sign the renewal. The term of this contract agreement shall commence on July 1, 2026 and shall continue until June 30, 2029.

5. Second Amendment to Health Services Agreement with NaphCare, Inc. C24-05-645

   Staff recommends the Board approve the Second Amendment to contract C24-05-645 with NaphCare to revise the assignment language, consent to the assignment to NaphCare Florida LLC and authorize the Chair to sign documents as drafted and approved by the County Attorney.

6. Second Amendment - Nineteenth Judicial Circuit Contractual Services Agreement for Drug Testing Services in Problem-Solving Courts - Contract Renewal

   Staff recommends the Board approve the Second Amendment to the contractual services agreement and authorize the Chair to sign the agreement as prepared by the County Attorney's Office. The term of this contract renewal shall commence on the date of full execution and expire on 06/30/2027.

7. Opioid Litigation - Ratify Decision to Withdraw St.Lucie County's Request to Add Tris Pharma, Inc. as a Defendant

   Staff recommends the Board ratify the County Attorney's decision to withdraw St. Lucie County's Request to add Tris Pharma, Inc. as a defendant.

E. COMMUNITY SERVICES

1. Approval of Resolution No. 2026-107 - Amending the County’s Statutorily Required Policy for Disposition of Indigent and Unclaimed Bodies and Updating the Funeral Home Services Payment Schedule

   Staff recommends Board approval of Resolution No. 2026-107, amending Resolution No. 03-248, as previously amended by Resolution No. 20-251, to update the payment schedule for funeral home services related to the disposition of indigent and unclaimed bodies by increasing the maximum payment for decedents ages two years and older from $750.00 to $800.00 per case.

2. Approval of Resolution 2026-108 - Authorizing the County Administrator to Execute Affordable Housing Program Lien Satisfactions, Releases, and Subordinations

   Staff recommends Board approval of Resolution No. 2026-108 authorizing the County Administrator, or designee, to execute satisfactions, releases, subordinations, and related documents for liens and other security instruments recorded in favor of St. Lucie County in connection with County-administered affordable housing programs; subject to staff review, documentation of compliance, and legal sufficiency review by the County Attorney’s Office.

F. FACILITIES

1. SFS Purchase Washers and Dryers for MLB Stadium locker rooms - $207,072.00

   Staff recommends the Board approve Sterling Facilities (NY Met's) to purchase new washers and dryers in the amount of $207,072.00.

2. Morningside Library Roof Replacement - $700,923.00

   Staff recommends Board approval to proceed with St. Lucie County Morningside Library Roof Replacement as outlined in Garland Proposal #23-FL-260007, Contract #R230401 via Intergovernmental Cooperative Purchasing Agreement (MICPA) and OMNIA Partners, Public Sector (U.S. Communities), in the amount of $700,923.00 and authorized the Chair to sign the agreement as approved by the County Attorney. This Agenda Request aligns with Saint Lucie County's Strategic Vision 3.1.1. Provide and maintain infrastructure with an emphasis on safety, operational efficiency and effectiveness.

3. St. Lucie West Annex Exterior Water Proofing and Painting - $179,149.00

   Staff recommends Board approval to proceed with St Lucie West Annex Exterior Water Proofing and Painting as outlined in Garland Proposal #23-FL-260013, Contract #R230401 via Intergovernmental Cooperative Purchasing Agreement (MICPA) with Region 4 Education Service Center and OMNIA Partners Public Sector (U.S. Communities), in the amount of $179,149.00 and authorized the Chair to sign the agreement as approved by the County Attorney. This Agenda Request aligns with Saint Lucie County's Strategic Vision 3.1.1. Provide and maintain infrastructure with an emphasis on safety, operational efficiency and effectiveness.

4. Port Saint Lucie Branch Library Demolition and Construction - Change Order No. 01

   Staff recommends Board approval to reallocate contract contingency to fund Change Order No. 01 for Contract C24-08-717, Port Saint Lucie Branch Library Demolition and Construction, in the amount of $503,259.00; approve Change Order No. 01; approve the transfer of the remaining unused balance from the asbestos testing and remediation allowance into the contract contingency; authorize the County Administrator to transfer funds from contract contingency for future change orders that fall within his established signing authority; and authorize the Chair to sign the documents as approved by the County Attorney.

G. HUMAN RESOURCES

1. RxBenefits - Addendum to Administrative Services Agreement

Staff recommends the Board approve the addendum to the Administrative Services Agreement as approved by the County Attorney's office and authorize the Chair to sign the addendum.

H. OFFICE OF MANAGEMENT & BUDGET

1. Fixed Asset Inventory - Property Record Removal

   Staff recommends Board authorization to remove fixed assets as reflected on the attached property inventory lists from the capital asset inventories of St. Lucie County Board of County Commissioners and St. Lucie County Clerk of Circuit Court.

I. PARKS & RECREATION

1. Approval of Subrecipient Agreement with the City of Fort Pierce for the Arthur Lee Boatwright Pool Renovation Project with Community Development Block Grant (CDBG) Funds

   Staff recommends Board approval of the Subrecipient Agreement with the City of Fort Pierce with Community Development Block Grant funds in the amount of up to $300,000.00 for the renovation of the Aurthur Lee Boatwright pool and authorize the Chair to sign the agreement as prepared and approved by the County Attorney.

J. PLANNING & DEVELOPMENT SERVICES

1. Resolution No. 2026-123 - Amending the Building Division's Fee Schedule

   Staff recommends the Board approve Resolution No. 2026-123, and allow the Chair to sign documents as approved by the County Attorney.

2. Resolution No. 2026-112 - Delegating Authority to the County Administrator or their Designee to Execute Temporary On-Site Real Estate Sales Facility Agreements Associated with Approved Development Projects

   Staff recommends the Board approve Resolution No. 2026-112, delegating authority to the County Administrator, or designee, to review, approve, and execute Temporary On-Site Real Estate Sales Facility Agreements in substantially the form attached as Exhibit A, subject to the conditions and limitations contained in the resolution.

K. PORT, INLET & BEACHES

1. Harbour Point Park Security Fence (Bid No. 26-026)

   Staff recommends Board approval to move forward with contracting with Perimeter Solutions Group Florida LLC. for the Harbour Pointe Security Fence project totaling $224,937.54 (including a 10% contingency), and authorization for the Chair to sign documents as approved by the County Attorney. This project aligns with the following Strategic Initiatives: Economic Prosperity (2.3, 2.4), Quality Infrastructure (3.1, 3.3).

2. Derecktor Shipyard Pavement Improvement Project - Area 1 (Bid No. 26-031)

   Staff recommends Board approval to move forward with contracting with Dickerson Infrastructure, Inc. for the construction of the proposed Derecktor Shipyard Pavement Improvement (Area 1) project for $2,886,147.00 (including a 10% contingency) and authorization for the Chair to sign documents as approved by the County Attorney. This project aligns with the following Strategic Initiatives: Economic Prosperity (2.1,2.3), Quality Infrastructure (3.1,3.3).

L. PROPERTY ACQUISITIONS

1. Resolution 2026-102 - Perpetual Utility Easement - 5000 Conley Place - Gilbert T. Medlin - Parcel ID 1313-131-0001-000-4

   Staff recommends the Board approve the Contract for Sale and Purchase and accept the Perpetual Utility Easement from Gilbert T. Medlin, authorize the Chair to sign the Contract and Resolution and authorize staff to record the documents in the public records of St. Lucie County, Florida.

2. Road Impact Fee Credit Agreement 2026-007 - Kings Highway Owner LLC - Parcel ID 2301-700-0002-000-3

   Staff recommends the Board approve the Road Impact Fee Credit Agreement with Kings Highway Owner LLC, authorize the Chair to sign the agreement and record the agreement in the public records of St. Lucie County, Florida.

3. Road Impact Fee Credit Agreement 2026-008 - SL Fort Pierce Investor, LLC - Parcel ID 2301-700-0002-000-3

   Staff recommends the Board approve the Road Impact Fee Credit Agreement with SL Fort Pierce Investor, LLC, authorize the Chair to sign the agreement and record the agreement in the public records of St. Lucie County, Florida.

4. Resolution No. 2026-118 - Accepting a Right-of-Way Conveyance from the City of Port St.

Lucie - Parcel 101A - St. James Drive

Staff recommends the Board accept the Quit-Claim Deed from the City of Port St. Lucie, authorize the Chair to sign the resolution and direct staff to record the documents in the public records of St. Lucie County, Florida.

5. Florida Department of Transportation Jurisdictional Transfer - Parcel 115 / County Deed - Item/Segment Number FPID: 438379-4-52-01 & 438379-5-52-01 - West of Parcel ID 1336-331-0000-010-5

   Staff recommends the Board authorize the Chair to sign the County Deed and Resolution and direct staff to send the executed County Deed and Resolution to FDOT for recordation in the public records of St. Lucie County, Florida.

6. Florida Department of Transportation Jurisdictional Transfer - Parcel 712 / Temporary Easement - Item/Segment Number FPID: 438379-4-52-01 & 438379-5-52-01 - Parcel ID 2302-411-0003-000-6

   Staff recommends the Board authorize the Chair to sign the Temporary Easement and Resolution and direct staff to send the executed Temporary Easement and Resolution to FDOT for recordation in the public records of St. Lucie County, Florida.

7. Florida Department of Transportation Jurisdictional Transfer - Parcel 807 / Permanent Easement - Item/Segment Number FPID: 438379-4-52-01 & 438379-5-52-01 - Parcel ID 2302-411-0003-000-6

   Staff recommends the Board authorize the Chair to sign the Permanent Easement and Resolution and direct staff to send the executed Temporary Easement and Resolution to FDOT for recordation in the public records of St. Lucie County, Florida.

M. PUBLIC UTILITIES

1. Award of Bid No. 26-027 - Waste Tire Processing and Recycling from the St. Lucie County Baling & Recycling Facility

   Staff recommends Board approval of the award of Bid No. 26-027 to Coastal Waste & Recycling, Inc of Boca Raton, FL, and a secondary contract to Liberty Tire recycling of Fort Pierce, and authorization for the Chair to sign the contracts as approved by the County Attorney.

N. PUBLIC WORKS

1. Request to Approve Local Agency Program (LAP) Supplemental Agreement #1 with the Florida Department of Transportation (FDOT), Adopting Resolution No, 2026-110 for the St. James Drive Pedestrian Walkway (NE Royce Avenue to NE Lazy River Parkway) - **THIS PROJECT IS FUNDED BY THE INFRASTRUCTURE SALES TAX**

   Staff recommends the Board adopt Resolution No. 2026-110 and authorize the Chair to sign the FDOT Local Agency Program Supplemental Agreement #1 (FPN 453491-1-58-01), as approved by the County Attorney in accordance with Strategic Plan Policy QI 3.1.1.

2. Award of Bid No. 26-023, St. James Sidewalk Pedestrian Walkway (NE Royce Avenue to NE Lazy River Parkway) - **THIS PROJECT IS FUNDED BY THE INFRASTRUCTURE SALES TAX**

   Staff recommends Board approval to award Bid No. 26-023 St. James Drive Pedestrian Walkway (NE Royce Avenue to NE Lazy River Parkway) to PRP Construction Group in the amount of $273,718.50 and authorize the Chair to sign documents approved by the County Attorney in accordance with Strategic Plan Policy QI 3.1.1.

3. South Florida Logistics Center 95 Kings Highway Signal - Final Acceptance

   Staff recommends the Board's final acceptance of the improvements to Kings Highway and the release of bond number 4531110 in the amount of $1,551,484.92 in accordance with Strategic Policy Q1 3.1.1.

4. Harmony Heights Phase 3A - Final Acceptance - **THIS ITEM IS RELATED TO THE AMERICAN RESCUE PLAN**

   Staff recommends the Board's final acceptance of the Harmony Heights Phase 3A Project in accordance with Strategic Plan Policy QI 3.1.1.

5. Fort Pierce Utility Authorities S. Jenkins Force Main Extension Special Permit Request to Perform Night Work

   Staff recommends Board approval to grant the request from Felix Civil Construction, LLC, for a special permit in accordance with Section 28-112 of the St Lucie County Code of Ordinances.

O. TRANSIT

1. Authorization Resolution - Federal Transit Administration Super Grant, 49 U.S.C. 5307 and 5339 - Capital and Operating Assistance and Bus Facilities - Grant Acceptance & Authorization Resolution for FFY25

Staff recommends Board acceptance of the 49 U.S. Code § 5307 & 5339 (Super Grant) Urbanized area formula grant (FL-2026-024-00) for FFY25, approval of the budget resolution, acceptance of the grant and authorization for the Chair to sign documents as approved by the County Attorney. The Super Grant award is $5,447,310.00 and the local match is $1,404,000.00.

2. Request to Approve Second Amendment with TripSpark Technologies to Provide Additional Transit Miner Software

Staff recommends Board approval of Second Amendment to the contract with TripSpark Technologies, and authorization for the Chair to sign documents as approved by the County Attorney.

10. PUBLIC HEARINGS

A. PLANNING & DEVELOPMENT SERVICES

1. Indrio Groves - Rezoning to PUD and TVC Hamlet Preliminary Development Plan - **THIS ITEM IS QUASI-JUDICIAL - CONTINUED FROM THE APRIL 21, 2026 BOCC MEETING**

Staff recommends the Board consider the proposed Preliminary Development Plan as revised, associated standards of review, the items identified for consideration by the Board, and staff's recommended Conditions of Approval, and adopt a motion to approve the rezoning from AG-1 to PUD and the Preliminary Development Plan with conditions, including the obligations proposed within the corresponding Development Agreement.

2. Indrio Groves PUD Development Agreement - **THIS ITEM IS QUASI-JUDICIAL - SECOND READING - CONTINUED FROM THE APRIL 21, 2026 BOCC MEETING**

Staff recommends the Board review the proposed Development Agreement, and changes made since the first reading on March 17, 2026, consider any additional revisions it determines are necessary, and adopt a motion reflecting the Board's determination.

3. Alco Groves Mine Conditional Use Permit - **APPLICANT HAS REQUESTED A CONTINUANCE TO JULY 21, 2026 AT 6PM**

Staff recommends that the Board approve the applicant's requested continuance to the Board's July 21, 2026 meeting, to begin at 6 PM or shortly thereafter.

B. PUBLIC SAFETY

1. Ordinance No. 2026-18 - Chapter 18 Emergency Management and Emergency Services Update

   Staff recommends the Board approve Ordinance No-2026-18.

11. REGULAR AGENDA

A. COUNTY ATTORNEY

1. Interlocal Agreement between St. Lucie County and St. Lucie County Water and Sewer District for issuance of Series 2026 Non-Ad Valorem Revenue Bonds

   Staff recommends the Board and District Commission approve the Interlocal Agreement and authorize the Chair to sign the agreement.

2. Bond Resolution No. 26-113 - Non-Ad Valorem Revenue Bonds, Series 2026 (the "Series 2026 Bonds")

   Staff recommends the Board adopt Resolution No. 2026-113 and authorize the Chair to sign the Resolution.

3. Reconsideration of APP Sublease to JM Avaition & Storage, LLC

   Staff recommends the Board rescind its prior approval of the Ft. Pierce FBO LLC dba APP sublease to JM Aviation & Storage, LLC approved as part of the June 2, 2026 Consent Agenda and reconsider the sublease as a separate agenda item following disclosure and abstention in accordance with applicable law.

B. PLANNING & DEVELOPMENT SERVICES

1. KRE Warehouse - MJSP-2511-000144 - **THIS ITEM IS QUASI-JUDICIAL**

   Staff recommends approval of the Major Site Plan, with conditions, as presented in Resolution 2026-125, authorizing the Chair to sign documents as approved by the County Attorney.

12. COMMISSIONER COMMENTS

13. UPCOMING MEETINGS

A. The Board of County Commissioners will hold Budget Workshops in the Commission Chambers of the Roger Poitras Administration Annex located at 2300 Virginia Avenue, Fort Pierce, FL 34982 on the following dates, as needed.

1:00 P.M. on Wednesday, July 08, 2026
9:00 A.M. on Thursday, July 09, 2026
9:00 A.M. on Friday, July 10, 2026
9:00 A.M. on Monday, July 13, 2026
9:00 A.M. on Tuesday, July 14, 2026
9:00 A.M. on Wednesday, July 15, 2026

B. The Board of County Commissioners will hold a Regular meeting on Tuesday, July 21, 2026 at 6pm in the Commission Chambers of the Roger Poitras Administration Annex located at 2300 Virginia Avenue, Fort Pierce, FL 34982.

14. ANNOUNCEMENTS

A. St. Lucie County Parks & Recreation's Rec & Roll Program will once again host Back-to-School Splash Jams July 27-29 from 11 a.m. to 2 p.m. at all three public pools. These free family-friendly events will feature swimming, music, games, activities and free food while giving families a fun way to wrap up summer before school starts.

- Monday, July 27 at Ravenswood Pool, 400 SW Ravenswood Lane in Port St. Lucie;
- Tuesday, July 28 at Boatwright Pool, 1200 Avenue M in Fort Pierce;
- Wednesday, July 29 at Lakewood Park Pool, 5990 Emerson Ave. in Fort Pierce.

For more information about St. Lucie County's aquatics programs, please visit www.stlucieco.gov/aquatics

15. MOTION TO ADJOURN

AGENDA REQUEST

9.I.1.
2026-794
CONSENT AGENDA - PARKS & RECREATION
DATE: **7/7/2026**
*ACTION ITEM - AGREEMENT
QUASI-JUDICIAL ITEM? No

TO: **Board of County Commissioners**

PRESENTED BY: Joyania Hawthorne, Director of Parks & Recreation

SUBMITTED BY: Parks & Recreation

SUBJECT: Approval of Subrecipient Agreement with the City of Fort Pierce for the Arthur Lee Boatwright Pool Renovation Project with Community Development Block Grant (CDBG) Funds

BACKGROUND:

The Arthur Lee Boatwright Pool is a valued public amenity that has experienced wear and deterioration over time, requiring significant rehabilitation to ensure continued safe and reliable operation. Planned improvements include necessary structural and system upgrades, aesthetic enhancements, and modernization of key pool components to meet current operational and safety standards.

The City of Fort Pierce, through its Grants Administration Division, shall allocate and distribute to St. Lucie County up to Three Hundred Thousand Dollars ($300,000.00) in Community Development Block Grant (CDBG) funds to support the renovation of the Arthur Lee Boatwright Pool. The project aligns with the goals of the CDBG program by improving public facilities and supporting community redevelopment.

This agenda item requests approval of the Subrecipient Agreement with the City of Fort Pierce. Approval of this item will allow the project to proceed in accordance with CDBG requirements and the executed funding agreement, ensuring timely advancement of the renovation while maintaining compliance with applicable federal and program guidelines.

PREVIOUS ACTION:

Over the years, the Arthur Lee Boatwright Pool has undergone various minor repairs and routine maintenance to address ongoing operational and maintenance needs and extend the useful life of the facility. These efforts have included structural repairs, as well as general upkeep to maintain safe and functional operations for public use.

FINANCIAL IMPACT:

The City of Fort Pierce, through its Grants Administration Division, shall allocate and distribute to St. Lucie County up to Three Hundred Thousand Dollars ($300,000.00) in Community Development Block Grant (CDBG)

funds. The County shall submit requests for payments under the agreement and consistent with the approved budget, each Request for Payment shall be in a mutually agreeable format.

RECOMMENDATION:

Staff recommends Board approval of the Subrecipient Agreement with the City of Fort Pierce with Community Development Block Grant funds in the amount of up to $300,000.00 for the renovation of the Aurthur Lee Boatwright pool and authorize the Chair to sign the agreement as prepared and approved by the County Attorney.

COMMISSION ACTION:

RESULT:	
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
EXCUSED:	None

Coordination/Signatures

Jennifer Hill, Office of Management & Budget Director — Date: June 29, 2026

Katherine Barbieri, County Attorney — Date: June 29, 2026

George Landry, County Administrator — Date: July 01, 2026

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, FINANCE DEPARTMENT, GRANTS ADMINISTRATION DIVISION

FROM: CAMILLE WALLACE, ESQ., INTERIM CITY ATTORNEY CAW

RE: SUB-AGREEMENT - ARTHUR LEE BOATWRIGHT POOL PROJECT

CAO RLS#: 26-381

DATE: SEPTEMBER 18, 2016

I have reviewed the above Request for Legal Services (RLS) related to the Sub-Agreement for the Arthur Lee Boatwright Pool Project. Please note, I corrected the name of the Interim County Administrator. Based on the above, ***the Sub-Agreement is approved as to form and correctness***.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. F.**

Meeting Date: 10/05/2026

Re: Approve the Mutual Benefit and Use Agreement with Thompson Consulting Services, Inc for Emergency Debris Monitoring Management & Consulting Services

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of a Mutual Benefit and Use Agreement with Thompson Consulting Services, LLC. and adoption of St. Lucie County Contract No. C26-05-0497 for disaster debris monitoring management & consulting services.

SUMMARY:

St. Lucie County competitively procured and awarded Contract No. C26-05-0497 to Thompson Consulting Services, LLC. for disaster debris monitoring management & consulting services. Approval of the Mutual Benefit and Use Agreement will allow the City to utilize the County's contract when debris monitoring management & consulting services are needed following hurricanes, storms, or other qualifying emergencies. Approval does not authorize an immediate expenditure or guarantee work; services will be authorized only as needed and in accordance with applicable procurement and emergency-response requirements.

RECOMMENDATION:

Staff recommends that the City Commission approve the Mutual Benefit and Use Agreement (MBUA) with Thompson Consulting Services, LLC. and authorize the City to adopt and utilize St. Lucie County Contract No. C26-05-0497.

ALTERNATIVES:

We will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Interim City Attorney
Public Works
Purchasing Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026/2027
Account:	N/A
Amount:	To be determined

FISCAL IMPACT:

The cost will be determined based on the contract's unit pricing and the required level of service.

Attachments

City Attorney Approval Memo

Contract

COI - Gallagher

COI - Turner

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LATONYA HUBBARD, PURCHASING AGENT, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: MUTUAL BENEFIT AND USE AGREEMENT WITH THOMPSON CONSULTING SERVICES, INC FOR EMERGENCY DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES

CAO RLS FILE: RLS 26-335

DATE: AUGUST 20, 2026

I have reviewed the request for legal services (RLS) related to the agreement with Thompson Consulting Services, LLC for emergency debris monitoring and consulting services. A clean copy of the agreement is attached, and approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

MUTUAL BENEFIT AND USE AGREEMENT
ADOPTION OF ST. LUCIE COUNTY, CONTRACT C26-05-0497
DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES

THIS MUTUAL BENEFIT AND USE AGREEMENT, hereinafter the "Agreement", made this _____ day of _____, 2026, between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter the "City", and Thompson Consulting Services, LLC., a Florida corporation with its principal address at 2601 Maitland Center Parkway., Maitland, FL 34982, hereinafter "Contractor":

WITNESSETH:

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City resulting from a natural or manmade event; and

WHEREAS, the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the City has a community of interest in Saint Lucie County, hereinafter the "County", with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, the County sought requests for proposals, under RFP No. 26-014, for Disaster Debris Monitoring Management and Consulting Services to which Contractor submitted a competitive proposal and was selected; and

WHEREAS, the City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this Agreement, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies; and

WHEREAS, the City has reviewed the solicitation, proposal, and evaluation related to the selection of the Contractor by the County and endorses the process and selection of Contractor; and

WHEREAS, the City has reviewed the Contract for Disaster Debris Monitoring Management and Consulting Services between the County and Contractor commencing May 5, 2026, said contract being identified as: **May 5, 2026, Contract No. C26-05-0497**, attached hereto as **Exhibit "I"**, and has found the Scope of Services, prices, terms, and conditions as set out in that Contract to be reasonable, acceptable, and of benefit to its citizens; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, the City agrees to enter into this Agreement with **Thompson Consulting Services, Inc.** for Disaster Debris Monitoring Management and Consulting Services under the original terms, conditions, and pricing of the May 5, 2026, Contract No. C26-05-0497 with the additional terms as follows:

1. The above recitals are true and correct and incorporated herein.

2. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to St. Lucie County, Florida or County and as user or buyer of the CONTRACTOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit I of this Agreement. The Parties'

Agreement shall consist of these terms and conditions, Exhibit I, and Exhibit II (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then Exhibit I, then Exhibit II.

3. CONTRACTOR agrees that **Exhibit "II", FEMA Public Assistance Contract Provisions,** shall be made part of the Agreement and apply (as applicable) to facilitate City of Fort Pierce's attempt to seek reimbursement from the Federal Emergency Management Agency ("FEMA Reimbursement"), of all, or a portion of, the payments made to CONTRACTOR by City of Fort Pierce. All references herein, to laws, regulations, or standards, shall also mean future amendments, and/or modifications, and/or changes to the same. Unless agreed to, otherwise in writing, signed by both Parties, under no conditions shall CONTRACTOR have a right, and/or claim, to recover any portion of the FEMA Reimbursement that is sought or may be sought by City of Fort Pierce.

4. **Address change for the City**: Notwithstanding the address and contract information for the government entity as set out in Exhibit "I", CONTRACTOR agrees to send notices and invoices to, and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

5. At all times, CONTRACTOR shall comply with Florida's public records laws. CONTRACTOR shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, 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 this chapter or as otherwise provided by law; (3) 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 contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

6. Nothing contained in Exhibit "I", or this Agreement is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

7. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Contractor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

8. CONTRACTOR acknowledges and agrees, in **Exhibit "III"**, an affidavit made part of this Agreement, that CONTRACTOR does not use coercion for labor or services as attested to and signed by an officer or representative of CONTRACTOR in accordance with Florida Statute Section 787.06(13).

9. **Breach of Contract During Emergency Recovery Periods for Natural Emergencies**: As part of this Agreement for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, and upon breach by CONTRACTOR during an emergency recovery period, CONTRACTOR shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

10. City shall not in any respect indemnify, defend, or hold harmless the Contractor.

11. Notwithstanding any other provision in Exhibit "I" to the contrary, the insurance, indemnification, and payment provisions as set forth in the original government contract shall survive the termination or expiration of this Agreement.

Approved as to form and correctness by the CAO on 8/20/2026.

12. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies or Other Entities that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this contract at its sole option if Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in the boycott of Israel during the term of this contract. Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, a list created pursuant to Section 215.479, Florida Statutes, related to scrutinized active business operations in Iran, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this contract at its sole option if Contractor, or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, if Contractor or any of its subcontractors are placed on a list created pursuant to Section 215.479, Florida Statutes, related to scrutinized active nosiness operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this contract. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract. Contractor agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this contract, including any and all renewals. Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Contractor shall immediately notify the CITY of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

13. Contractor acknowledges and agrees that 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, 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, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the CITY immediately if it becomes aware of any violation of this statute.

Having full authority, the parties do hereby complete this Agreement by signing below:

THOMPSON CONSULTING SERVICES, INC.

Authorized Signature

Daniel Gardner
Printed Name

Vice President
Title

9/18/2026
Date

CITY OF FORT PIERCE, FL

Authorized Signature

Printed Name

Title

Date

Approved as to Form and Correctness:

Sara Hedges, City Attorney

Exhibit I – Original Government Contract
Exhibit II – FEMA Public Assistance Contract Provisions
Exhibit III – Affidavit Regarding Use of Coercion for Labor or Services

Approved as to form and correctness by the CAO on 8/20/2026.

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C26-05-0491

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES

THIS CONTRACT is made as of the 5 day of MAY, 2026, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **THOMPSON CONSULTING SERVICES, LLC**, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, pursuant to Section 287.055, Florida Statutes, the County solicited proposals for non-exclusive Contracts to perform professional services for Disaster Debris Monitoring Management and Consulting Services from qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on May 5, 2026, the Board of County Commissioners approved the short list of firms, permission to negotiate a continuing contract, and authorized the execution of an agreement for Continuing professional services between County and Consultant hereinafter referred to as "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

1. **RECITALS**

The Recitals set forth above are fully incorporated into the Contract by reference.

2. **SERVICES**

The Consultant's responsibility under this Contract is to provide professional/consultation services for Disaster Debris Monitoring Management and Consulting Services as the Primary Consultant, as further described in St. Lucie County RFP No. 26-014.

3. **TERM**

The term of this Contract shall be for a period of three years beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for two additional one-year renewal periods pursuant to the same terms and conditions.

4. **TECHNICAL AND PROFESSIONAL SERVICES**

It shall be the responsibility of the Consultant to work with the County to provide professional services related to disaster debris monitoring management and consulting services for hurricanes,

tornadoes, and other natural and manmade disaster events for St. Lucie County as outlined in the Statement of Work in the RFP. Each project will require a separate Work Authorization. The Work Authorization shall set out the scope of work, time of performance, and compensation schedule for each project based on the Consultant's Price Proposal Form, including, where pricing is on a time and materials basis, a not-to-exceed price ceiling that the Consultant exceeds at its own risk.

5. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Consultant are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 24 inclusive.

B. Consultant's Proposal, consisting of:
Price Proposal Form
Certification Regarding Lobbying
Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
Public Entity Crime Affidavit
Non-Collusion Affidavit
Respondent's Certification

C. RFP Documents, consisting of 38 pages

D. Addenda No. 01 to 02 to RFP, inclusive.

E. Insurance Certificates which shall be provided by the Consultant, along with the return of an executed copy of this Contract.

F. Any Modifications, including but not limited to change orders and contract amendments, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

6. **PERIOD OF SERVICE; WORK AUTHORIZATIONS**

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Contract. It is agreed that this Contract shall be considered as a continuing contract and work will be initiated on an assignment by assignment basis. No volume of work is guaranteed to the Consultant under this Contract.

B. If the Consultant's services called for under this Contract are delayed for reasons beyond the Consultant's control, the time of performance may be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the County in accordance with the St. Lucie County Purchasing Policy. The Work

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Authorization shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The County shall provide all criteria and full information as to County's requirements for the assignment and designate in writing a person with authority to act on County's behalf on all matters concerning this assignment, if different from the County's Project Manager.

7. **TIME OF PERFORMANCE**

Each project performed pursuant to this Contract shall be performed in a timely manner without unreasonable delay within the time period identified in the Work Authorization. If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual Work Authorization, it is hereby acknowledged that the County will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the County liquidated damages, a sum of which will be outlined in each individual Work Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

8. **COMPENSATION**

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Contract and each Work Authorization pursuant to the approved Price Proposal Form. All invoices presented to the County for payment shall be on a Request for Payment form approved by the County.

9. **GENERAL CONDITIONS**

A. The Project Manager for the County is Greg Atkinson at (772) 462-1996. The Project Manager for the Consultant is John Hoyle at (321) 303-2543.

B. Upon the Consultant's written request, the County will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and County mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Contract.

10. **TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Contract by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of execution of the Contract. The original Contract rates and any additions thereto shall be adjusted to exclude any significant sums by which County determines the Contract rate(s) was increased due to inaccurate, incomplete, or non-current wage rates, and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Contract.

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11. DEFAULT/TERMINATION

A. TERMINATION FOR CAUSE

If either party fails to fulfill its obligations under this Contract in a timely and proper manner, the other party shall have the right to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Contract shall terminate at the expiration of the seven calendar day time period.

With regard to the Consultant, the following circumstances shall be considered a default under this Contract:

(1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Contract.

(3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Contract.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Contract without cause at any time upon thirty calendar days' prior written notice to the other party. In the event of termination, the County shall compensate the Consultant for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Consultant waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Consultant, the County shall compensate the Consultant for all authorized work satisfactorily and responsibly completed through the termination date.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) 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 § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized

Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

12. **SUB-CONSULTANTS AND SUBCONTRACTORS**

In the event the Consultant requires the services of any sub-consultant, subcontractor or professional associate in connection with the services to be provided under this Contract, Consultant shall secure the written approval of County Project Manager before engaging such sub-consultant, subcontractor or professional associate.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-consultant for work to be performed for the County the Consultant must incorporate the terms of this contract.

13. **FEDERAL AND STATE TAX**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will issue an exemption certificate if requested by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

14. **INSURANCE**

The Consultant shall procure and maintain during the life of this Contract insurance of the types and subject to the limits set forth below. The Consultant shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for adequacy. The County shall be an Additional Insured on policies of Commercial General Liability with respect to all claims arising out of the work performed under this Contract. The County shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

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A. **COMMERCIAL GENERAL LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its, or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of $1,000,000.00 per occurrence, $2,000,000.00 general aggregate for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

B. **COMMERCIAL AUTO LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its, or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of $1,000,000.00 combined single limit.

C. **WORKERS' COMPENSATION**

The Consultant shall provide and maintain during the life of this Contract, at his, its, or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at $500,000.00 per occurrence.

D. **PROFESSIONAL LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its, or their own expense, Professional Liability insurance on a claims made basis for a minimum of $1,000,000.00 coverage.

15. **INDEMNIFICATION**

The Consultant covenants and agrees at all times to indemnify, defend, and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract. The Consultant hereby acknowledges that the payments made under this Contract include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statute.

The Consultant, without exemption, shall indemnify, defend and hold harmless, the County, State of Florida, the Federal Government, and their employees, representatives, and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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16. **ASSIGNMENT**

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Contract and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Contract; and, neither the County nor the Consultant will assign or transfer its rights and obligations in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Contract. In the event such persons can no longer provide the services required by this Contract, the Consultant shall immediately notify the County in writing and the County may elect to terminate this Contract without any liability to the Consultant for unfinished work product. The County may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

17. **PUBLIC RECORDS**

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Section 119, Florida Statutes, and made or received by the Consultant in conjunction with this Contract. Specifically, the Consultant shall:

A. Keep and maintain public records required by the County to perform the service.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

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

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IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, SLCAttorneyPRR@stlucieco.gov, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

18. **CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract

19. **EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and County shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Contract upon ten (10) days prior written notice to the other party.

20. **PLEDGE OF CREDIT, ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

21. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Contract are and remain the property of the County as instruments of service. The Consultant shall furnish copies to the County upon request.

The County shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets, and computer discs to the County.

22. **INDEPENDENT CONSULTANT RELATIONSHIP**

The relationship of the Consultant to the County will be solely that of a consultant. The Consultant is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Consultant will provide the professional and technical services required for the successful completion of this Contract in accordance with practices generally acceptable within the industry and good ethical standards.

23. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

As required by Section 448.095(2)(a), Florida Statutes, the Consultant and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Consultant, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Consultant shall provide documentation of their compliance of this requirement to the County upon request.

If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an authorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Consultant of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Consultant agrees that such violation by the Consultant shall be grounds for the unilateral cancellation of this Contract by the County.

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24. **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Contract.

25. **AUDIT**

The Consultant agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Contract. The Consultant agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Consultant shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

26. **NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

27. **ENFORCEMENT COSTS**

It is understood and agreed that the Consultant's services under this Contract do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant. For purposes of this provision, FEMA administrative appeals and arbitrations of FEMA decisions before the U.S. Civilian Board of Contract Appeals do not constitute "litigation." The Statement of Work includes the Consultant's participation in responding to FEMA denials, which may include appeals and arbitrations.

28. **AUTHORITY TO PRACTICE**

The County represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described herein and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative on an annual basis.

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29. **SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

30. **COMPLETE AGREEMENT**

This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized County representative. This Contract shall bind the parties, their assigns, and successors in interest.

31. **AMENDMENT**

This Contract may be amended only with the written approval and agreement of the parties.

32. **MODIFICATIONS OF WORK**

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, **in writing**:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the County of any estimated change in the completion date, and

C. Advise the County if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the County.

33. **NOTICE**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by

messenger or courier service, e-mailed, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

As to the Consultant:
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, Florida 32751
Phone: (407) 792-0018
Email: jhoyle@thompsoncs.net

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

34. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

35. **WAIVER**

No waiver by the County of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. County's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. **COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors, or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The County undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and

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delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the County's Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

40. **ANTITRUST ASSIGNMENT**

The Consultant and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Contract.

41. **ACCESS TO RECORDS**

The following requirement applies to this Contract:

A. The Consultant agrees to provide the County, the Florida Division of Emergency Management (FDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Consultant agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with Section 1225 of the Disaster Recovery Act of 2018, the County and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

42. **REMEDIES**

If any work performed by the Consultant fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, County may in its sole discretion:

(1) elect to have the Consultant re-perform or cause to be re-performed at Consultant's sole expense, any of the work which failed to meet the requirements of the Contract;

(2) hire another contractor to perform the work and deduct any additional costs incurred by County as a result of substituting contractors from any amounts due to Consultant; or

(3) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit County's right to pursue and obtain any and all other available legal or equitable remedies against Consultant.

43. **COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT**

CLEAN AIR ACT

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The Consultant agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal

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Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

44. **DEBARMENT AND SUSPENSION**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

45. **BYRD ANTI-LOBBYING AMENDMENT**

By execution of this Contract, Consultant makes the certification found at APPENDIX A, 44 C.F.R. Part 18, reproduced below. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(to be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

46. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (applicable to contracts over $100,000 that involve the employment of laborers or mechanics)**

A. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause

set forth in paragraph (A) of this section the Consultant and any subcontractors responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A).

C. Withholding for unpaid wages and liquidated damages.

(1) The federal awarding agency or the County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Consultant so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Consultant or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clause set forth in this paragraph (B), any other Federal contract with the same prime Consultant, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime Consultant (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the Consultant under this contract, any other Federal contract with the same prime Consultant, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime Consultant, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Consultant liability for which the funds were withheld.

(2) The Department has priority to funds withheld or to be withheld in accordance with the above provisions over claims to those funds by

i. A Consultant's surety(ies), including without limitation performance bond sureties and payment bond sureties;
ii. A contracting agency for its re-procurement costs;
iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Consultant, or a Consultant's bankruptcy estate;
iv. A Consultant's assignee(s);
v. A Consultant's successor(s); or
vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

D. Subcontracts. The Consultant or subcontractors shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (A) through (D) of this section. In the event of any violations of these clauses, the prime Consultant and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

E. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to

discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(1) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(2) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(3) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(4) Informing any other person about their rights under CWHSSA or this part.

Where the Contract is subject to the Contract Work Hours and Safety Standards Act, but not to subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, the following language applies:

F. Further Compliance with Contract Work Hours and Safety Standards Act:

(1) The Consultant or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Consultant or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Consultant or subcontractor will permit such representatives to interview employees during working hours on the job.

47. **PROCUREMENT OF RECOVERED MATERIALS**

A. In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the Contract performance schedule;

(2) Meeting Contract performance requirements; or

(3) At a reasonable price.

B. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

48. **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(i) Definitions. As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in this paragraph applies, the Consultant and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions

1. This paragraph does not prohibit the Consultant from providing—

A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

A. Covered telecommunications equipment or services that:

- Are not used as a substantial or essential component of any system; and
- Are not used as critical technology of any system.

B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement

1. In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or the Consultant is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

2. The Consultant shall report the following information pursuant to this paragraph:

A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

49. DOMESTIC PREFERENCES FOR PROCUREMENTS

The Consultant should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

50. **CONTRACT CHANGES OR MODIFICATIONS**

The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims made by the Consultant that the scope of the project or of the Consultant's services has been changed, requiring changes to the amount of compensation to the Consultant or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County's manager and Consultant's representative.

If Consultant believes that any particular work is not within the scope of services of the Contract, is a material change, or will otherwise require more compensation to the Consultant, then the Consultant must immediately notify the County in writing of this belief. If the County believes that the particular work is within the scope of the Contract as written, the Consultant will be ordered to and shall continue with the work as changed and at the cost stated in the original Contract. The Consultant must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

51. **DHS SEAL, LOGO AND FLAGS**

The Consultant must obtain written permission from County and the U.S. Department of Homeland Security (DHS) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

52. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

53. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to County, the Consultant, or any other party pertaining to any matter resulting from the Contract.

54. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

55. **COPYRIGHT**

License and Delivery of Works Subject to Copyright: The Consultant grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced

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in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

56. **MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW**

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of the County to impose new rules and regulations on the Consultant under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Consultant notice of any proposed change and an opportunity to be heard concerning these matters. In the event of any change in federal, state, or local law or ordinance, the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Consultant, then the Consultant or the County shall be entitled to an adjustment in the rates and charges established in the Contract commensurate with the change required.

Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Consultant agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare

57. **MAINTENANCE OF RECORDS**

A. The Consultant shall maintain all books, records, and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this Contract or for a period of five years from the County's submission of the final expenditure report to the federal awarding agency, whichever is greater.

B. Each party to this Contract or its authorized representatives shall have reasonable and timely access to such records of each other party to this Contract for public records purposes during the term of the Contract and for five years following the termination of this Contract.

C. If an auditor employed by the County or Clerk determines that monies paid to the Consultant pursuant to this Contract were spent for purposes not authorized by this Contract, or were wrongfully retained by the Consultant, the Consultant shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the County.

D. The Consultant and all its Subcontractors, successors, assigns, and transferees acknowledge and agree to comply with applicable provisions governing the Federal Government's access to records, accounts, documents, information, facilities, and staff.

58. **SUBAWARD**

The Consultant is bound by all applicable state and federal laws and regulations, as well as the terms and conditions of the federally-funded Subaward and Grant Agreement between the County and FDEM, if applicable.

59. **SAFE WORKING ENVIRONMENT**

The Consultant must at all times provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

A. Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

60. **LOAD TICKET SYSTEM REQUIREMENTS**

The Consultant must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime Consultant's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)

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- Tower/Site Monitor name/signature

61. **QUALIFICATIONS OF MONITORS AND STAFF**

The Consultant shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Consultant must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

THOMPSON CONSULTING SERVICES, LLC

BY: Jon Hoyle

PRINT NAME: Jon Hoyle

PRINT TITLE: President

DATE: 5/27/2026

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PRICE PROPOSAL FORM

RFP No. 26-014
Disaster Debris Management & Consulting Services

Proposer must submit the following prices for the work described in this solicitation. Labor rates should be inclusive of all small equipment, tools, supplies, and materials necessary for the employee to perform the tasks assigned, including those for communications, personal protective equipment, etc. Labor rates include all costs associated with the use, care, and data management of any approved automated debris management system. Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved in writing by the County per RFP Section 2-10.7. Respondent may alter the categories listed below or propose a different form of contract (e.g., unit rates) as an alternative. Rates for large equipment (i.e., equipment powered by fuel) may be separately listed. All equipment rates should be inclusive of costs associated with ownership and operation of equipment (including overhead, maintenance, lubrication, fuel, etc.), with the exception of operator labor. The County will pay only for time that equipment is actually in use and will not pay for stand by time. The County reserves the right to select the proposal that it deems most advantageous to the County, in its sole discretion, based on the evaluation factors as described in this RFP.

Daily and weekly rates shall be based on 12-hour days, seven days per week.

	Position	Hourly Rate	Daily Rates	Weekly Rates
	Project Manager	$ 65.00	$ 780.00	$ 5,460.00
	Supervising Monitor	$ 47.00	$ 564.00	$ 3,948.00
	Loading Site Monitor	$ 36.00	$ 432.00	$ 3,024.00
	TDSRS Site Monitor	$ 36.00	$ 432.00	$ 3,024.00
	Roving Monitor	$ 36.00	$ 432.00	$ 3,024.00
	GIS Specialist	$ 50.00	$ 600.00	$ 4,200.00
[1]	Administrative Support/Data Entry	$ 0.00	$ 0.00	$ 0.00
	Debris Management Consultant	$ 75.00	$ 900.00	$ 6,300.00
		$	$	$
	Data Manager	$ 55.00	$ 660.00	$ 4,620.00
		$	$	$

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	$	$	$
	$	$	$
	$	$	$

Identify added value benefits (pro bono) related to debris monitoring that your firm will provide. Item/Description: Thompson recommends an annual meeting with pre-event contract clients. During this meeting, Thompson will review organizational charts/personnel rosters, GIS layers/files, and provide a 3-hour training session highlighting changes with FEMA/funding processes for County personnel.

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary): Please see the following page.*

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities, reject any and all bids/Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid/Proposals in whole or in part with or without cause, and accept the bid/RFP which best serves the County.

Thompson Consulting Services, LLC	2601 Maitland Center Parkway
Name of Firm	Address
Authorized Signature	Maitland, FL 32751
	City, State, Zip Code
Oliver Yao, Vice President	(407) - 792-0018
Title	Phone
02/12/2026	info@thompsoncs.net
Date Signed	E-mail

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Additional Pricing Notes

[1] Position not required due to the efficiencies of an Automated Debris Management System and therefore position will not be charged to the County.

*Thompson employs FEMA guidance as the standard for staffing its debris removal projects. Accordingly, Thompson provides a single collection monitor/ADMS for each contractor provided collection unit to observe the eligibility of debris being collected for removal (note: a collection unit such as a front end loader may service multiple hauling units). Each DMS will be staffed with a minimum of two (2) disposal monitors per tower with one (1) monitor able to observe loads from an elevated vantage point while the other monitor coordinates ground activities. Field Supervisors are provided at a 1:10 ratio according to monitor requirements. After operations conclude each evening, Thompson will perform QA/QC on all clock-in/clock-out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized by management on a nightly basis. Following each work week, individual monitor time sheets are distributed in the field for employee review. Any discrepancies in time are reviewed and corrected by management prior to payroll being issued.

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding $100,000)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant, Thompson Consulting Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Proposer's Authorized Official

Oliver Yao, Vice President

Name of Title of Proposer's Authorized Official

02/12/2026

Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing and submitting this proposal, the Proposer (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

(1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

(3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

(4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(5) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

(7) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The

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knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(9) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(10) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Oliver Yao, Vice President

Name and Title of Proposer's Authorized Official

02/12/2026

Date

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Public Entity Crime Affidavit
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

<u>The inclusion of the sworn statement or affidavit shall be submitted concurrently with your submittal documents. Non-inclusion of this document may necessitate rejection of your bid</u>.

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(CONTINUED)
SWORN STATEMENT UNDER SECTION 287.133 (3) (A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by Thompson Consulting Services, LLC
(name of entity submitting sworn statement)
whose business address is 2601 Maitland Center Parkway, Maitland, FL 32751,
and (if applicable) its Federal Employer Identification Number (FEIN) is
45-2015453.

3. My name is Oliver Yao and my relationship to the entity named above is Vice President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

   The term "person" includes those officers, directors, executives, partners, shareholders,

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employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ 02/12/2026

Signature *Date*

STATE OF FLORIDA, COUNTY OF ORANGE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Oliver Yao, Vice President

(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on

the 12 day of February 2026.

NOTARY PUBLIC

My Commission expires: 02/29/2028

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

Failure to complete and sign this form shall deem your response non-responsive

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Non-Collusion Affidavit
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

STATE OF FLORIDA

COUNTY OF ORANGE

Oliver Yao being first duly sworn, deposes and says that:

1. PROPOSER Oliver Yao is Vice President / Officer for Thompson Consulting Services, LLC, the (Owner, Partner, Officer, Representative or Agent)

2. PROPOSER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPSER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Pricing or the Pricing of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this 12 day of February, 2026

by Oliver Yao who ☒ is personally known to me or who ☐ has presented the following type of identification: personally known.

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

_____
Signature of Notary Public, State of Florida

Briana Gardner
Notary seal (stamped in black ink)
OR Printed, typed or stamped name of Notary and Commission Number

Failure to complete and sign this form shall deem your response non-responsive

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Respondent's Certification
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

I have carefully examined the Request for Proposal.

I hereby propose furnishing the services specified in the Request for Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the Proposals and determine a ranking of the most qualified firms.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Firm as its act and deed and that the vendor / contractor is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of St. Lucie County Government or of any other Proposer interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: _____
Signature

Oliver Yao, Vice President
Name & Title, Typed or Printed

2601 Maitland Center Parkway
Mailing Address
Maitland, FL 32751
City, State, Zip Code

(407) 792-0018
Telephone Number

Sworn to and subscribed before me

This 12 day of

February, 20 26

_____
Signature of Notary

Notary Public, State of Florida
Personally known
-OR-
Produced Identification personally known

Failure to complete and sign this form shall deem your response non-responsive

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
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BOARD OF COUNTY COMMISSIONERS

ST. LUCIE COUNTY FLORIDA

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 26-014
Disaster Debris Monitoring Management & Consulting Services

January 27, 2026

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP Submission.

Name of Firm: Thompson Consulting Services, LLC

Signature: Oliver Yao, Vice President

Date: 02/13/2026

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BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 26-014
Disaster Debris Monitoring Management & Consulting Services

February 10, 2026

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP Submission.

Name of Firm: Thompson Consulting Services, LLC

Signature: Oliver Yao, Vice President

Date: 02/13/2026

Docusign Envelope ID: D8C50BF7-D27F-8FC4-82E4-4833456B96BC

RFP No. 26-014

Disaster Debris Monitoring Management and Consulting Services

Due Date: Wednesday, February 18, 2026
Due Time: 3:00 P.M.

St. Lucie County
Purchasing Department
2300 Virginia Avenue, Room 228
Ft. Pierce, FL 34982-5652
(772) 462-1700

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BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

REQUEST FOR PROPOSALS

Sealed Proposals will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00 P.M.** local time on **Wednesday, February 18, 2026,** for the following:

RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services
Solid Waste

RFP documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposals may be either mailed or hand delivered to the Purchasing Department, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, FL 34982. Any proposals received after the above stated time will be returned to the bidder unopened.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids/proposal in whole or in part with or without cause; and accept the bid/proposal which best serves the County.

For Bids, RFP's, Bid Results and other information visit the St. Lucie County Purchasing Web Site at: www.stlucieco.gov

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

CAUTION: *It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.*

Board of County Commissioners
St. Lucie County, Florida
By: Desiree Cimino, Purchasing Manager

Publish: Sunday, January 18, 2026

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GENERAL INFORMATION

PART I

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible proposers to provide "**Disaster Debris Monitoring Management and Consulting Services**" for St. Lucie County.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue, Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a continuing contract with a termination clause with the proposer(s) who submits the proposal judged by the Board to be most advantageous to the County. The County anticipates awarding one (1) primary contract and up to three (3) additional contracts but reserves the right to award more if in its best interest. The County's debris removal contractor, or any of its affiliates, will be prohibited from submitting a bid in response to this RFP.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and a written agreement, or contract is approved by both the Board and the successful proposer(s).

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES/INTERPRETATIONS

The County will not respond to oral inquiries. Proposers may e-mail written inquiries for interpretation of this RFP to:

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Desiree Cimino
St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue, Fort Pierce, Florida 34982.
E-mail: desiree.cimino@stlucieco.gov

The County will respond to written inquiries if received at least 7 working days prior to the date scheduled for receiving the bid/proposals.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the County **will make every attempt to issue such** addenda at least 5 working days before the date fixed for receiving the proposals. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. **Written addenda will be sent to all appropriate planholders.** No interpretation shall be considered binding unless provided in writing by St. Lucie County.

1-7 SITE VISITATIONS- N/A

1-8 TIMETABLES

The Board and the proposers shall adhere to the following schedule in all actions concerning this RFP.

1-8.1 From opening time, the Board and County staff will review and evaluate the proposals on a timely basis.

1-8.2 The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County may notify unsuccessful proposers at this time.

1-9 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify proposers of all changes in scheduled due dates by written addenda.

1-10 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope with **RFP No. 26-014 Disaster Debris Monitoring Management and Consulting Services,** next to the vendor name and address.

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Proposers shall submit **8** proposals, **one marked original on the outside with an original signature inside, one electronic copy on USB/Flash drive** and 6 hard copies. All proposals shall be submitted in a sealed package marked as noted above. The proposer may submit the proposal in person, courier or by mail.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal.

Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the proposer.

1-11 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors, reject the proposal of any proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions. The County reserves the right to reject any or all proposals without cause.

1-12 ADDENDA

If revisions become necessary, the County will provide written addenda at least five working days prior to the opening date to all proposers who receive the RFP. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. Any changes to the RFP will be made available for all prospective proposers to receive. Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the proposer to ensure it is received.

1-13 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

Further, for contracts funded in whole or in part with Federal funding's, the regulation at 2 C.F.R. § 200.321 requires, where subcontracting is permitted, contractors to take the following affirmative steps:

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I. Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.

II. Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.

III. Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.

IV. Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.

V. Obtaining Assistance. The Contractor must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The County requests minority and women business enterprises to submit evidence of such classification with their proposals.

1-14 ORAL PRESENTATION

At their discretion, the County may require any proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-15 INSURANCE

The proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County as follows:

Worker's Compensation
$500,000 by accident - each accident
$500,000 by disease - each employee
$500,000 by disease - policy limit

Commercial General Liability
$1,000,000 per occurrence
$2,000,000 per job aggregate

Commercial Auto Liability
Combined Single Limit, Bodily Injury/Property Damage
$1,000,000

Professional Liability
$1,000,000 aggregate

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1-16 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

1-16.1 The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

1-16.2 The name and address of the lobbyist.

1-16.2 The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services.

The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Additionally, Proposers shall submit the required certification as laid out in 31 U.S.C. § 1352 and provided as Tab F of this RFP. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

1-17 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-18 PUBLIC ENTITY CRIME STATEMENT

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 bid on a contract to provide any goods or services to the County, may not submit a bid on a contract to the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a

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contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of $10,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

1-19 Suspension and Debarment Certification

Any contract entered into as a result of this RFP is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Proposer is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification provided at Part III, Tab F is a material representation of fact relied upon by the County. If it is later determined that the Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The Proposer must execute the required Suspension/Debarment Certification as identified in Part III, Tab F.

1-20 FEMA Requirements

All activities under this contract must comply with FEMA requirements, including those outlined in 2 CFR 200.

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STATEMENT OF WORK

PART II

2-1 Acronyms / Abbreviations Used in This Statement of Work:

2-1.1 County: St. Lucie County
2-1.2 FEMA: Federal Emergency Management Agency
2-1.3 FHWA: Federal Highway Administration
2-1.4 OSHA: Occupational Safety and Health Administration
2-1.5 RFP: Request for Proposal
2-1.6 TDSRS: Temporary Debris Storage Reduction Sites

2-2 General:

2-2.1 Hurricanes, tornadoes, and other natural and manmade events frequently produce substantial volumes of debris, creating hazardous conditions that impact public health, welfare, and safety by obstructing roads, by creating obstacles to safe passage of emergency and essential pedestrian and vehicular traffic, and by notably increasing potential exposure to fire and hazardous materials. Debris refers to items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property. To mitigate the hazardous conditions, it is mandatory that there be an early, safe and rapid response to restoring safe and economically viable conditions by the removal of the debris in a prompt and environmentally protective manner

2-2.2 To assist in debris collection during disaster response, St. Lucie County seeks to establish contractual arrangements with at least one (1) primary and up to three (3) additional Proposer(s), to provide management services and technical assistance in regard to the monitoring of disaster debris collection on an as-needed basis. The initial term of the Contract shall be for three (3) years and may be extended for two (2) one (1) year terms at the same prices and conditions, by mutual agreement. The County reserves the right to award more contracts if in its best interest.

2-2.3 The County will assign a Debris Manager to the debris collection/management project and will establish and staff a Debris Management Center. The Debris Management Center will provide a site for overall coordination of the project with the Proposer(s) and local, State, and Federal agencies. Authorized local, State, and Federal agencies will also provide staff to the Debris Management Center to assure a proper level of coordination. The Debris Management Center will be the primary point of contact for the Proposer(s).

2-2.4 The response of the selected monitoring Proposer(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the County shall have the means to be reimbursed for all eligible disaster recovery

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costs from appropriate Federal, State, and private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Work Authorization.

2-2.5 Within forty-eight (48) hours of the Work Authorization, the Proposer(s) shall provide an adequate number of professionals and qualified personnel to monitor approximately fifteen (15) debris loading sites and four (4) TDSRS. The Proposer(s) shall also provide roving monitors as needed and dictated by demands of the emergency event. The Proposer(s) shall be required to increase its staffing from this point depending upon the severity of the debris-generating event. At a minimum, the Proposer(s) shall be required to have the ability to provide one additional monitor per day if required to meet the needs of the debris haulers.

2-2.6 The Selected Proposer(s) shall be required to replace any debris monitor whose job performance is deemed unsatisfactory at the discretion of the County's Debris Manager.

2-2.7 The Proposer(s) is required to conduct all Debris Monitoring services in compliance with FEMA, FHWA, OSHA, the County, and any other funding agency rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200. Selected Proposer(s) shall work closely with the County's Debris Removal Contractor to ensure that all work is FEMA compliant and all documentation is properly obtained, including GPS coordinates and photos. Selected Proposer(s)' failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the Selected Proposer(s) by the County.

2-2.8 The Proposer(s) shall employ and maintain on the work site(s) a qualified accessible project manager(s) or liaison officer(s). At least one (1) accessible and designated project manager or liaison officer in the area of operation shall have full authority to act on behalf of the Proposer(s) and its subcontractors and all communications given to the project manager or liaison officer in writing by the County's authorized representative shall be as binding as if given to the Proposer(s).

2-3 Monitoring Services

Monitoring services to be provided under the proposed contract shall include but not be limited to following.

2-3.1 The Proposer(s) shall provide assistance in reviewing and developing the County's Debris Management and Removal Plan specific to the emergency event.

2-3.2 The Proposer(s) shall provide training of selected County staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with staff of Debris Collection Contractors and County, State, and Federal agencies.

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2-3.3 The Proposer(s) shall provide field monitors at designated locations to ensure that only eligible debris is being removed and to check and verify information on debris removal and at TDSRS located or developed throughout St. Lucie County or the region if necessary, as approved by the County.

2-3.4 The Proposer(s) shall provide technical and permitting assistance associated with the need to locate additional TDSRS when requested by the County.

2-3.5 The Proposer(s) shall provide assistance with hiring, scheduling, dispatching, and logistical operations of the field monitors assigned to work areas of storm debris collection. This assistance will include, but not be limited to:

- Recruiting, hiring, training, deploying, and supervising properly equipped monitors.
- Establishing daily schedules for monitors.
- Monitoring and recording the volumetric measurement (cubic yards or gross empty weight) of each truck that is added into service.
- Maintaining records of contract hauler's trucks, to include cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by designated County staff or as required by State, Federal, or other involved agencies.
- Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking.
- Coordinating with County personnel to respond to problems in the field to include residential and commercial property damage claims in the process of debris removal.
- Establish a telephone claim reporting system with a local or toll-free number and provide staff for the professional management of receiving complaints, inquiries, and/or damage claims.
- Investigating and documenting damage or other claims.
- Surveying the affected areas for special situations or emergent needs to include, but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees (including leaners and hangers), construction and demolition debris, or other potentially hazardous situations.
- Maintaining a list of potentially hazardous locations and situations, coordinating and tracking the appropriate dispatch of staff and equipment to remediate the hazard, and making frequent reports to the County regarding the hazard, remedial action, and post-event status.
- Recording on a map the streets where debris has been collected.
- Performing other duties as directed by designated County personnel.

2-3.6 The Proposer(s) shall collect baseline environmental data according to local, State, and Federal agency requirements from the designated TDSRS prior to the opening of these sites.

2-3.7 The Proposer(s) shall assist the County in obtaining necessary local, State, and Federal permits for the designated TDSRS.

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2-3.8 The Proposer(s) shall conduct ongoing environmental data collection per local, State, and Federal requirements for the designated TDSRS, per event or as per the Work Authorization.

2-3.9 The Proposer(s) shall provide technical, clerical, and information technology consultation assistance to the County in completing any and all forms necessary for reimbursement of fees and costs from local, State, or Federal agencies, including FEMA of the Department of Homeland Security, the State of Florida, the FHWA, the Department of Housing and Urban Development, or private insurance carriers relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely and accurate completion and submittal of reimbursement requests; preparation and submittal of any and all necessary cost documentation and substantiations; assisting with the preparation of replies to any and all agency requests, inquiries, or potential denials; and assisting in the preparation of potential decision appeals.

2-3.10 The Proposer(s) shall review and validate Debris Removal Contractor(s) invoices prior to submission to the County for processing.

2-3.11 The Proposer(s) shall assist County staff in conducting an annual tabletop exercise(s) to determine the adequacy of the Emergency Debris Management Plan and related process.

2-4 Personnel

The Debris Monitoring Team to be provided by the Proposer(s) shall include, but not be limited to, the following positions.

2-4.1 Project Manager / Liaison Officer: The primary functions of the Project Manager / Liaison Officer shall be to manage and supervise the debris monitoring services provided by the Proposer(s) and to serve as liaison between the Debris Manager and the Proposer(s).

2-4.2 Supervising Monitors: The functions of the Supervising Monitors shall be the following:

- Verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones.
- Verify adequate photographic documentation of hazardous trees (leaners and hangers);
- Coordinate activities between monitors.
- Provide breaks to monitors.
- Coordinate research and make recommendations on damage claims to the Debris Manager.
- Maintain positive public relations in regard to individual complaints.
- Compile and complete necessary reports.
- Investigate and resolve complaints of residents within the limits of the contract.
- Coordinate daily with Debris Hauler.
- Coordinate daily operations of monitors.

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2-4.3 Loading Site Monitors: The primary functions of the Loading Site Monitors are to complete and issue debris load tickets for eligible debris cleared and removed at locations designated by the Debris Management Center and to verify that only eligible debris is being removed from designated eligible sites within assigned debris pickup zones in St. Lucie County. The loading site monitor shall also photographically document hazardous trees (leaners and hangers).

2-4.4 Management Site Monitors: The primary function of the Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the debris management site for processing, storage, and disposal. Management Site Monitors shall also verify that all trucks leaving the TDSRS have completely emptied all debris from the trucks.

2-4.5 Roving Monitors: The function of the Roving Monitors is to verify that only eligible debris is being removed from eligible property within assigned debris pickup zones in St. Lucie County. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers). The use of Roving Monitors will be at the request of the County, if the County feels they are needed.

2-4.6 Debris Management Consultant

2-4.6.1 The Proposer(s) shall provide, if requested by the County, the services of an experienced professional (Consultant) to assist the County in the operations and coordination of activities at the Debris Management Center. The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. Emphasis on management and coordination of post debris-causing event recovery and FEMA reimbursement guidelines are required.

2-4.6.2 The Consultant shall report to the Debris Manager. The Consultant shall perform work as assigned which may include but not be limited to review of plans and procedures; drafting task orders, work plans and reports; audit of Debris Removal Contractor efforts and operations; develop information for public dissemination on debris removal; reduction and disposal; and other duties as assigned.

2-4.6.3 The Debris Manager will issue a task order to mobilize the Proposer to provide the Consultant. The Consultant shall be available on site at the Debris Management Center for a minimum of two (2) weeks following mobilization. The Debris Manager shall establish the service requirements and length of time those services are needed based on needs of the County.

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2-5 Employment Requirements

2-5.1 All Loading Site, Management Site, Roving, and Supervising Monitors must speak English, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States.

2-5.2 All Loading Site, Management Site, Roving, and Supervising Monitors must have experience in at least one of the following: , solid waste site operations, construction inspector, land clearing operations, , solid waste collections, previous similar monitoring or inspection experience.

2-5.3 All Loading Site, Management Site, Roving, and Supervising Monitors must be capable of working in an outside environment and be able to climb a staircase or ladder of ten (10) feet high.

2-5.4 All Loading Site, Management Site, Roving, and Supervising Monitors must attend a one-half (½) day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Proposer(s) and must be approved by the County.

2-6 Operational Requirements

2-6.1 General Operating Procedures: The County has contracts to remove and transport disaster debris from the public access roadways, rights-of-ways and public property within St. Lucie County to designated TDSRS. Each load of eligible debris shall be tracked using a multi-page load ticket or electronically. The Debris Hauler or the Debris Management Center shall provide the load tickets to be used. The load tickets shall be inventoried and logged by the Proposer(s).

2-6.2 Within forty-eight (48) hours of the issuance of the Work Authorization, the Proposer(s) shall be prepared to provide qualified on-site personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout St. Lucie County. Additional sites may be added as debris removal efforts increase. The Proposer(s) must be prepared to provide a minimum of one (1) Loading Site Monitors per site per day at a minimum of a twelve to fourteen (12-14) hour shift, seven (7) days per week. The Debris Manager will determine the exact number and location of loading sites in coordination with the debris removal contractor.

2-6.3 Within forty-eight (48) hours of the issuance of the Work Authorization, the Proposer(s) shall be prepared to provide qualified, on-site personnel to monitor debris receiving operations at up to four (4) TDSRS located throughout St. Lucie County. Additional sites may be added as debris removal efforts increase. The Proposer(s) must be prepared to provide a minimum of two (2) Debris Management Site Monitors per site per day at a minimum of a twelve to fourteen (12-14) hour shift, seven (7) days per week. The Debris Manager will determine the exact number and location of management sites in coordination

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with the debris removal contractor.

2-6.4 The Proposer(s) must be prepared to provide Roving Debris Monitors as necessary and needed to monitor and verify eligible debris removal functions. The Roving Debris Monitors must be prepared to operate a minimum of twelve to fourteen (12 – 14) hours per day, seven (7) days per week. The Debris Manager will determine the exact number and location of Roving Debris Monitors in coordination with the debris removal contractor and the Proposer(s).

2-6.5 The Proposer(s) shall provide a sufficient number of Supervising Monitors to supervise the work activities of the Debris Loading Site Monitors, the Debris Management Site Monitors, and the Roving Debris Monitors. The Supervising Monitor(s) must be prepared to operate a minimum of fourteen to sixteen (14 – 16) hours per day, seven (7) days per week. Supervising Monitors are generally limited in number. The exact number will be determined by the type of operation and by the Debris Manager with the advice of the Proposer(s) for each specific event. Supervising Monitors will be provided for, but not limited to, the following purposes: One (1) overall supervisor that coordinates with the Debris Manager on a daily basis, one (1) supervisor for each twenty-five (25) monitors and one (1) supervisor to coordinate office activities and supervise and manage damage investigation.

2-6.6 The Proposer(s) shall provide all management, supervision, labor, logistical support, transportation, mobile communications equipment, computer equipment, safety equipment, digital cameras, video cameras, and Automated Debris Management System (ADMS) necessary to initiate and to safely and accurately perform all of the County's debris monitoring activities. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with dispatch and supervisor(s) at all times.

2-6.7 The Proposer(s) shall maintain and update a log of damages reported, damage corrections, and releases for work by either the property owner or the County.

2-6.8 The Proposer(s) shall maintain and update a log of the tickets inventoried, issued and/or voided.

2-6.9 The Proposer(s) shall maintain and update tower logs of ticket information.

2-6.10 The Proposer(s) shall maintain and update map books issued by the County, marking work complete with date and daily log of activities.

2-6.11 The Proposer(s) shall maintain and update a log of ineligible debris piles.

2-6.12 Monitoring Sites: The Proposer(s) may have Loading Site Monitors stationed at designated "Control Points" chosen by the debris removal contractor and coordinated with the Debris Management Center the day before beginning the work. The "Control Points" must be kept to a management site. The Proposer(s) must be prepared to provide a minimum of one Loading Site Monitors to be stationed at each "Control Point." As debris loads are

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completed, the Debris Loading Site Monitor will give the debris load hauler a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and at a minimum must contain either a street address or the nearest intersection to be valid. The Debris Management Site Monitor will estimate the volume of debris hauled at the debris management site.

2-7 Safety and Health Standards

2-7.1 Whenever on a loading site or a debris management site, all personnel of the Proposer(s) must wear required safety equipment as necessary to comply with all OSHA, Federal, State, and local requirements. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold or rainy weather clothing, eye and hearing protection.

2-7.2 The Proposer(s) shall maintain a telephone contact list at each loading site and TDSRS of the employees' supervisor, Debris Manager, Debris Management Center and nearest fire, police, and emergency medical facilities.

2-7.3 The Proposer(s) shall ensure that personnel of the Proposer(s) adhere to all appropriate site safety requirements.

2-8 Other Considerations

2-8.1 The Proposer(s) shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of the Proposer's personnel and equipment is the responsibility of the Proposer. Additionally, the Proposer shall pay for all materials, personnel, taxes, and fees necessary to perform work under the terms of the proposed contract.

2-8.2 The Proposer(s) must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work being sought through this RFP.

2-8.3 The Proposer(s) shall be responsible for determining what licenses, certifications, and permits shall be necessary to perform work under the proposed contract. Copies of all such licenses, certifications, and permits shall be submitted to the Debris Management Center before commencing work.

2-8.4 During the performance of this contract, the Proposer(s) shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Proposer(s) or its subcontractors. Corrections for any such violations shall be at no additional cost to the County.

2-8.5 The Proposer(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to the activities of the Proposer(s). Such costs might include but are not limited to: site cleanup and remediation, fines, administrative and civil penalties, and third party claims imposed on the County by any regulatory agency or by any third party as a result of

noncompliance with federal, state, or local environmental laws and regulations or nuisance statues by Proposer(s), its subcontractors, or any other persons, corporations or legal entities retained by the Proposer(s) under this contract.

2-8.6 The Proposer(s) must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.

2-8.7 The Proposer(s) must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of the proposed contract.

2-8.8 Proposer(s) will supply door hangers and tags for ineligible debris. The County must approve the format for both. Door hangers will be distributed at the discretion of the County for all ineligible debris piles. See Section 2-10.2 for payment information.

2-8.9 The Proposer(s) may be requested to develop a policies and procedures manual and training courses for monitors. The manual and training courses must be approved by the County.

2-8.10 Annually, the debris hauler will present a daylong course in disaster recovery, policies and procedures. The Proposer(s) shall attend and participate in this course.

2-8.11 It shall be the responsibility of the Proposer(s) to certify that the Debris Hauler has collected all eligible debris in accordance with the County, state and federal policies within specified geographical areas. The Proposer(s) shall be financially responsible for costs for collection, disposal and monitoring of all debris found in violation of the certification. For example, if the Proposer certifies that all eligible debris on Street X has been collected and it is subsequently determined that none or a significant amount of the debris on Street X has not been collected, the Proposer(s) shall be financially responsible for those costs incurred by the County to collect uncollected eligible debris on Street X that are not covered by or included within the County's disaster debris contracts.

2-8.12 The Proposer shall not direct the activities of the Debris Hauler unless directed in writing by the Debris Manager.

2-9 Deliverables

2-9.1 At a minimum, the following deliverables (2.9.1.1 through 2.9.1.12) must be provided to the County at the completion of the Work Authorization. However, deliverables shall be in no way limited to the following list. At is sole discretion; the County may add and/or delete deliverables to meet the needs of the County.

2-9.1.1 Original load tickets shall be boxed, bound by date and sorted by ticket number.

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2-9.1.2 Ticket logs including all information from ticket.

2-9.1.3 Daily tower logs.

2-9.1.4 List of all personnel with signatures and initials.

2-9.1.12 Binder(s) with damage reports, completed repairs, and releases if applicable).

2-9.1.13 Binder(s) with issues and final resolution.

2-9.1.14 Map books boxed by pass with daily logs.

2-9.1.15 List of tickets issued to monitors, by monitor, and list of lost/voided tickets.

2-9.1.16 Each debris removal pass may, at the discretion of the County, have a door hanger placed at each residence or street sign hanger placed at key intersections to indicate pickup has occurred. A report describing the location of hangers shall be provided to the County.

2-9.1.17 Each pile of ineligible debris will be tagged and a list compiled and submitted to the County. The County must approve format of the ineligible debris tag.

2-9.1.11 Daily Report -- The Proposer(s) shall prepare and submit daily operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 A.M. to the Debris Manager. Each daily report shall contain the following minimum information.

- Correctly and accurately completed load tickets, demonstrating type and amount of debris collected, consistent with all reporting documents;
- The date and times of operation and pick-up and drop-off locations of all debris loading trucks, including truck ID number and capacity and names of truck drivers;
- Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.

2-9.1.12 **Final** Report -- A final report will be prepared by the Consultant and submitted to the Debris Manager or designee within thirty (30) days of completion of recovery operations. Recovery Operations includes closure and remediation of TDSRS and conclusions of all related operations. At a minimum this report will include: a discussion of

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disaster response requirements and results and recommendations for future disaster response.

2-9.2 All deliverables will be submitted both electronically in a PDF format and on paper.

2-10 Payment

2-10.1 The labor rates provided on the Price Proposal Form of all personnel to be provided by the Proposer(s) shall be at the Proposer's standard billing rate.

2-10.2 All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP. Invoices to be paid based on labor rates must be substantiated with the following (at a minimum):

- a list of personnel assignments, duties, and responsibilities,
- timesheets detailing the personnel performing the work and the date, time, number of hours, and location where the work is performed;
- verification of equipment time (especially as compared to labor time)
- additional documentation such as load tickets and daily reports, as needed.

2-10.3 No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors, and/or the Debris Management Consultant. Billable time shall be limited to hours when debris-hauling trucks are in operation. The Debris Manager shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.

2-10.4 All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Proposer(s) shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.

2-10.5 No overtime rates will be paid by the County. The Proposer(s) must comply with all federal and state labor laws, including the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

2-10.6 Payment Schedule - Invoices will be processed for payment only after approval by the Debris Manager. The Proposer(s) shall be responsible for reviewing the debris hauler's deliverables and invoices and certifying their consistency with the Proposer(s)' deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Debris Manager.

2-10.7 Payment of expenses considered incidental to the execution of the proposed contract are the sole discretion of the County. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a countywide basis would be considered incidental. Furthermore, a test the County will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the County or Proposer. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. Issues listed in section 2.8 (other considerations) will not be considered incidental to the contract. For example, tags for ineligible debris would not be considered incidental to the execution of this contract. Proposers may request in writing a predetermination of whether an anticipated cost(s) is incidental prior to submitting their bid in accordance with standard bidding procedures. The County reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

2-11 Project Completion – The project will be considered completed when the Debris Manager accepts all work specified under this contract has been completed to his/her satisfaction and all eligible debris has been picked up within the jurisdictions of the County, and all damage and issues relating to the hurricane recovery have been resolved, and any TDSRS have been restored to their original condition or at the sole discretion of the Debris Manager to meet the needs of the County.

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INSTRUCTIONS FOR PREPARING PROPOSALS

PART III

3-1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

3-2.1 *Letter of Transmittal: – Tab A*

This letter will summarize in a brief and concise manner, the proposer's qualifications. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed one page in length.

3-2.2 Firm Qualifications: - Tab B

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

2. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.

3. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

4. Describe the firm's experience in filing and receiving Federal and State reimbursements.

5. List of current and future debris management contractual obligations with their current status and projected termination dates. Explain how you will manage these contracts and still meet the requirements of the County's Contract.

6. Explain history of FEMA reimbursements, including;
    a. Closed, active, pending FEMA disputes, audits or lawsuits.
    b. Explanation of unrecovered FEMA reimbursements.

7. Demonstrate that the Proposer has experience performing work as a primary consultant on Disaster Debris Monitoring projects exceeding one million dollars ($1,000,000) per event.

8. Provide an organizational structure of firm; chain of command, organizational and procedural graphics.

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9. Identify subcontractors and subconsultants by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each proposed firm.

10. Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description of the work completed, and whether it was as prime consultant or as subconsultant. Proposer should note whether it was part of a joint venture and, if so, whether your firm was prime or secondary consultant.

11. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

12. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

13. Identify any issues or concerns of significance that may be appropriate.

14. Provide as a minimum four (4) references for related experience on the enclosed Reference Form. Contact information provided must be accurate and current.

3-2.3 Staff Experience: - Tab C

1. Provide education, experience, and applicable professional credentials of project staff. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.

2. Provide resumes (not more than one (1) page each) of the Project Manager and key persons to be assigned to the contract with emphasis on their experience with similar work.

3. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.

4. Detail the ability and experience of the field staff in the performance of said services.

5. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff for Office Staff and On-site Staff.

6. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the County.

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7. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

8. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.

3-2.4 Project Approach and Understanding: Tab D

1. The Operational Plan shall clearly address all aspects of the services proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, documentation procedures, quality assurance, quality control, customer service plans, onsite emergency response and communications, assistance with FEMA Reimbursement, etc.

2. Describe the approach to completing the tasks specified in the Scope of Services and clearly describe all aspects of the proposed plan of action for the County.

3. Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.

4. Identify any modifications your firm would require to the enclosed sample agreement prior to execution.

3-2.5 Cost Proposal: Tab E

The proposal shall complete the Price Proposal Form included in this RFP document. Labor rates are to be quoted on a fully burdened basis, incorporating direct labor cost, indirect cost and profit.

3-2.6 Additional Data: Tab F

Completed Certification Regarding Lobbying
Completed Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
Completed Public Entity Crime Affidavit
Completed Non-Collusion Affidavit
Completed Respondent's Certification

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EVALUATION OF PROPOSALS

PART IV

4-1 EVALUATION METHOD AND CRITERIA

A. General: The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County's evaluation criteria will include, but shall not be limited to, consideration of the following:

POINT SYSTEM FOR SHORT LISTING AND FINAL SELECTION OF FIRMS

Evaluation Criteria	*Evaluation Points Maximum*
Firm qualifications (Section 3-2.2)	25
Staff and Availability (Section 3-2-3)	25
Project Approach & Understanding (Section 3-2-4)	25
Cost Proposal (Section 3-2.5)	25

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PRICE PROPOSAL FORM

RFP No. 26-014
Disaster Debris Management & Consulting Services

Proposer must submit the following prices for the work described in this solicitation. Labor rates should be inclusive of all small equipment, tools, supplies, and materials necessary for the employee to perform the tasks assigned, including those for communications, personal protective equipment, etc. Labor rates include all costs associated with the use, care, and data management of any approved automated debris management system. Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved in writing by the County per RFP Section 2-10.7. Respondent may alter the categories listed below or propose a different form of contract (e.g., unit rates) as an alternative. Rates for large equipment (i.e., equipment powered by fuel) may be separately listed. All equipment rates should be inclusive of costs associated with ownership and operation of equipment (including overhead, maintenance, lubrication, fuel, etc.), with the exception of operator labor. The County will pay only for time that equipment is actually in use and will not pay for stand by time. The County reserves the right to select the proposal that it deems most advantageous to the County, in its sole discretion, based on the evaluation factors as described in this RFP.

Daily and weekly rates shall be based on 12-hour days, seven days per week.

Position	Hourly Rate	Daily Rates	Weekly Rates
Project Manager	$	$	$
Supervising Monitor	$	$	$
Loading Site Monitor	$	$	$
TDSRS Site Monitor	$	$	$
Roving Monitor	$	$	$
GIS Specialist	$	$	$
Administrative Support/Data Entry	$	$	$
Debris Management Consultant	$	$	$
	$	$	$
	$	$	$
	$	$	$

	$	$	$
	$	$	$
	$	$	$

Identify added value benefits (pro bono) related to debris monitoring that your firm will provide. Item/Description:_____

_____

_____

_____

_____

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary):_____

_____

_____

_____

_____

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities, reject any and all bids/Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid/Proposals in whole or in part with or without cause, and accept the bid/RFP which best serves the County.

_____ _____

Name of Firm Address

_____ _____

Authorized Signature City, State, Zip Code

_____ (____)___-_____

Title Phone

_____ _____

Date Signed E-mail

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PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		**W-9**	**Attached**
License #'s		**Sunbiz Detail by Entity Name**	**Attached**
Prior Firm Names		**Years in Business**	
Contact Name		**Phone Number**	
Title		**Email**	
Address			
List of Owners			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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Reference Form (duplicate, as necessary)

Entity/Client			
Location		**Event/year**	
Client Contact Name		**Phone Number**	
E-mail			
Description of Services			

Entity/Client			
Location		**Event/year**	
Client Contact Name		**Phone Number**	
E-mail			
Description of Services			

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Entity/Client			
Location		**Event/year**	
Client Contact Name		**Phone Number**	
E-mail			
Description of Services			

Entity/Client			
Location		**Event/year**	
Client Contact Name		**Phone Number**	
E-mail			
Description of Services			

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding $100,000)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Proposer's Authorized Official

_____
Name of Title of Proposer's Authorized Official

_____
Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing and submitting this proposal, the Proposer (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

(1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

(3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

(4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(5) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

(7) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The

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knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(9) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(10) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Proposer's Authorized Official

_____

Name and Title of Proposer's Authorized Official

_____

Date

Docusign Envelope ID: D8C50BF7-D27F-8FC4-82E4-4833456B96BC

Public Entity Crime Affidavit
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

<u>The inclusion of the sworn statement or affidavit shall be submitted concurrently with your submittal documents. Non-inclusion of this document may necessitate rejection of your bid</u>.

Docusign Envelope ID: D8C50BF7-D27F-8FC4-82E4-4833456B96BC

(CONTINUED)
SWORN STATEMENT UNDER SECTION 287.133 (3) (A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)
whose business address is _____,
and (if applicable) its Federal Employer Identification Number (FEIN) is
_____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

    The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ _____

Signature *Date*

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on

the _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission expires: _____

Failure to complete and sign this form shall deem your response non-responsive

Docusign Envelope ID: D8C50BF7-D27F-8FC4-82E4-4833456B96BC

Non-Collusion Affidavit
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

1. PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)

2. PROPOSER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPSER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Pricing or the Pricing of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this _____ day of _____, 20____

by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR Printed, typed or stamped name of Notary and Commission Number

Failure to complete and sign this form shall deem your response non-responsive

Docusign Envelope ID: D8C50BF7-D27F-8FC4-82E4-4833456B96BC

Respondent's Certification
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

I have carefully examined the Request for Proposal.

I hereby propose furnishing the services specified in the Request for Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the Proposals and determine a ranking of the most qualified firms.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Firm as its act and deed and that the vendor / contractor is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of St. Lucie County Government or of any other Proposer interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: _____
Signature

_____
Name & Title, Typed or Printed

_____
Mailing Address

_____
City, State, Zip Code

(_____)_____
Telephone Number

Sworn to and subscribed before me

This _____ day of

_____, 20____

_____
Signature of Notary

Notary Public, State of _____
Personally known
-OR-
Produced Identification _____

Failure to complete and sign this form shall deem your response non-responsive

Docusign Envelope ID: D8C50BF7-D27F-8FC4-82E4-4833456B96BC

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 26-014
Disaster Debris Monitoring Management & Consulting Services

January 27, 2026

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP Submission.

Name of Firm: _____

Signature: _____

Date: _____

Docusign Envelope ID: D8C50BF7-D27F-8FC4-82E4-4833456B96BC

Questions received 1/20/26

Q1: Who is the incumbent, and how long has the incumbent been providing the requested services?

A1: Tetra Tech, Inc., Thompson Consulting Services & True North Emergency Management, LLC

Q2: To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?

A2: **Location is not an evaluation factor.**

Q3: How are fees currently being billed by any incumbent(s), by category, and at what rates?

A3: Hourly, daily and weekly rates.

Q4: What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

A4: $953,431.64 was paid out in 2025, due to Hurricane Milton and tornadoes.

Q5: What is the total size or geographic scope of the service area?

A5: Unincorporated St. Lucie County is approximately 418 square acres.

Q6: What is the total mileage of roads within the scope of the service area?

A6: Approximately 540 miles of roadway.

Q7: Are any specific professional credentials required to qualify for the contract?

A7: All requirements are listed in the RFP document.

Q8: Will the resulting contract include a guaranteed minimum payment to the vendor?

A8: **No.**

Q9: Are there any superseding prior agreements that may impact this contract?

A9: No.

Q10: When/what was the most recent event that precipitated the activation of the existing or previous contract?

A10: Hurricane Milton and tornadoes caused by the hurricane.

Q11: Approximately how many cubic yards of debris were collected from the most recent event?

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A11: 172,192 cubic yards

Q12: What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

A12: See answer to question 4.

Q13: How many times have the incumbent's services been utilized in the previous five years?

A13: One.

Q14: If there was a previous solicitation for these services, what was its title, number, release date, and due date?

A14: RFP No. 20-037, release date was 3/1/2020; due date was 4/1/2020.

Q15: Why has this bid been released at this time?

A15: Contracts are expiring.

Q16: When is the anticipated contract start date?

A16: TBD

Q17: When is the anticipated award date?

A17: TBD

Q18: Can you please provide greater details regarding your bid bond and/or performance bond requirements related to this contract? For example, what is required with the proposal, and what is required to comply during the term of the contract?

A18: No bonds are required for this RFP.

Q19: Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

A19: Pricing page is included in the RFP; proposers are expected to use the price page included in the RFP.

Q20: Is there a firm currently providing these same services to the County?

A20: Yes.

Q21: If so, who is the incumbent?

A21: Please see answer to question #1.

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Q22: If there is an incumbent providing these services are they eligible to respond to the current RFP?

A22: Yes

Q23: Were the services provided by the incumbent satisfactory?

A23: Yes

Q24: How many times has the County activated the contract within the last 5 years?

A24: One

Docusign Envelope ID: D8C50BF7-D27F-8FC4-82E4-4833456B96BC

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 26-014
Disaster Debris Monitoring Management & Consulting Services

February 10, 2026

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP Submission.

Name of Firm: _____

Signature: _____

Date: _____

Docusign Envelope ID: D8C50BF7-D27F-8FC4-82E4-4833456B96BC

Q1: Page 20, Section 2-10.1 states that all labor rates must be fully burdened to include all costs, including per diem, housing, and mileage. However, Page 26 (Price Proposal Form) indicates that travel-related expenses such as meals and lodging are reimbursable at cost with prior written approval, in accordance with Section 2-10.7. Can the County please confirm if the contractor will be able to invoice with prior written approval for reimbursement of all eligible travel and other direct costs (without mark-up) in accordance with FEMA regulations?

A1: All labor rates must be fully burdened to include all costs, including per diem, housing, and mileage as stated under section 2-10.1. Page 26 will be amended as follows.

Proposer must submit the following prices for the work described in this solicitation. Labor rates should be inclusive of all per diem, housing, milage, small equipment, tools, supplies, and materials necessary for the employee to perform the tasks assigned, including those for communications, personal protective equipment, etc. Labor rates include all costs associated with the use, care, and data management of any approved automated debris management system. ~~Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved in writing by the County per RFP Section 2-10.7.~~ Respondent may alter the categories listed below or propose a different form of contract (e.g., unit rates) as an alternative. Rates for large equipment (i.e., equipment powered by fuel) may be separately listed. All equipment rates should be inclusive of costs associated with ownership and operation of equipment (including overhead, maintenance, lubrication, fuel, etc.), with the exception of operator labor. The County will pay only for time that equipment is actually in use and will not pay for stand by time. The County reserves the right to select the proposal that it deems most advantageous to the County, in its sole discretion, based on the evaluation factors as described in this RFP.

Q2: Regarding Section 2-3.6, can the County clarify whether it is the intent that the debris monitoring firm perform the baseline environmental testing directly, or whether the monitoring firm's responsibility is limited to receiving, reviewing, and documenting baseline environmental data collected by the debris removal contractor?

A2: The monitoring firm's responsibility is limited to receiving, reviewing, and documenting baseline environmental data collected by the debris removal contractor?

Q3: The RFP indicates that the Cost Proposal will account for 25 points of the total evaluation score. Can the County please clarify how pricing will be evaluated and scored, including whether points will be allocated based on a comparative analysis of proposed labor rates, use of an average or weighted pricing model, or another pricing evaluation methodology?

A3: Scoring will be based solely on price, which will be assigned the full 25 points. (lowest price proposal = 25-points.

Q4: Section 2-5.2 outlines minimum qualification requirements for debris monitoring personnel. In reference to the debris monitor qualifications presented in the RFP, the FEMA Public Assistance

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Debris Monitoring Guide notes that professional engineers or individuals with similar advanced technical qualifications are not required to perform debris monitoring duties. As currently written, the requirements may also limit opportunities for local hiring. Can the County please confirm that advanced education or specialized technical credentials are not required for debris monitor positions under this contract?

A4: Section 2-5.2 Advanced education or specialized technical credentials are not required for debris monitor positions under this contract; however, debris monitor supervisors must have experience in at least one of the following: solid waste site operations, construction inspector, land clearing operations, solid waste collections, previous similar monitoring or inspection experience.

Q5: Section 2-10.4 requires that all load tickets, forms, reports, and other deliverables be accurate upon initial submittal and indicates that time spent correcting deliverables is non-billable. This requirement will like to cause a significant delay in the invoicing process and subsequently the Project Worksheet (PW) submittals. Is it the County's intent that Project Worksheet (PW) submittals and associated invoicing be delayed until all deliverables have undergone County review and are deemed final and complete?

A5: All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Proposer(s) shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.

DECLARATION UNDER PENALTY OF PERJURY

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must complete this Declaration, pursuant to Florida Statute §787.06 (13).

I, Jon Hoyle (name), an officer or authorized representative for Thompson Consulting Services, LLC (business name), a nongovernmental entity, declare that Thompson Consulting Services, LLC (business name) does not use coercion for labor or services as defined in Florida Statute §787.06.

I declare under penalties of perjury that the foregoing statements are true and correct.

Signature

Jon Hoyle, President
Print Name and Title

Date June 1, 2026

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this June 1, 2026 by Jon Hoyle, who is [✓] personally known to me or [ ] has produced _____ as identification.

LYDIA PENA
Notary Public - State of Florida
Commission # HH 401820
My Comm. Expires May 23, 2027
Bonded through National Notary Assn.

Lydia Pena Lydia Pena
Signature of Notary Public

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2026

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
760 Howard Avenue, 2nd Floor
P. O. Box 250
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 800-277-0856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: Patty_Savage@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** 1151945028 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			VRS0008639	2/1/2026	2/1/2027	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Contractors Pollution Liability			VRS0008639	2/1/2026	2/1/2027	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: St. Lucie County RFP #26-014; Disaster Debris Monitoring Management and Consulting Services; The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the General Liability for any and all liability arising out of the Consultant's performance of this agreement as required by written contract. Insurance shall be primary and non-contributory when required by written contract. A 30 day notice of cancellation will be given when required by written contract. Separation of insureds is also provided.

CERTIFICATE HOLDER
St. Lucie County BOCC
2300 Virginia Avenue
Fort Pierce FL 34982

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

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LLC

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THOMENG-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2026

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

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PRODUCER	CONTACT NAME: Kirsten Crosby	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland, FL 32751	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP 3534779-04	2/1/2026	2/1/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 3534777-04	2/1/2026	2/1/2027	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Commercial Auto			BAP 3534779-04	2/1/2026	2/1/2027	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

CERTIFICATE HOLDER

St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Durden

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CONTRACT PROVISIONS FOR FEMA PUBLIC ASSISTANCE

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, the following federal requirements and contract provisions are incorporated herein, where applicable:

Contractor acknowledges that any subcontracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Contractor acknowledges that all subcontracts in excess of $10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be affected and the basis for settlement.

Contractor agrees to adhere to contract provisions (1) through (20) below where applicable:

1. **Equal Opportunity**: During the performance of this contract, the CONTRACTOR agrees as follows:
During the performance of this contract, the CONTRACTOR agrees as follows:

   (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity

clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. **Davis-Bacon Act:** CONTRACTOR agrees to abide by the following (*as applicable to projects not solely funded by SLFRF funds*):

(1)

Minimum wages —

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the CONTRACTOR and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(*2*) The classification is used in the area by the construction industry; and

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance.*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is used in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the

minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v)

Unfunded plans. If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the CONTRACTOR, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi)

Interest. In the event of a failure to pay all or part of the wages required by the contract, the CONTRACTOR will be required to pay interest on any underpayment of wages.

(2)

Withholding —

(i)

Withholding requirements. The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld. In the event of a CONTRACTOR's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or

development of the project under a development statute) all or part of the wages required by the contract, or upon the CONTRACTOR's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the City of Fort Pierce may on its own initiative and after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3)

Records and certified payrolls —

(i)

Basic record requirements —

(A)

Length of record retention. All regular payrolls and other basic records must be maintained by the CONTRACTOR and any sub-contractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the CONTRACTOR must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements —*

(A) *Frequency and method of submission.* The CONTRACTOR or sub-contractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce. The prime CONTRACTOR is responsible for the submission of all certified payrolls by all sub-contractors. A contracting agency or prime CONTRACTOR may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires

a legally valid electronic signature; the system allows the CONTRACTOR, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime CONTRACTOR permits other methods of submission in situations where the CONTRACTOR is unable or limited in its ability to use or access the electronic system.

(B)

Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime CONTRACTOR to require a sub-CONTRACTOR to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime CONTRACTOR for its own records, without weekly submission by the sub-contractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C)

Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-contractor, or the CONTRACTOR's or sub-contractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*)

That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the CONTRACTOR, sub-contractor, or the CONTRACTOR's or sub-contractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the CONTRACTOR or sub-contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The CONTRACTOR or sub-contractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The CONTRACTOR or sub-contractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The CONTRACTOR or sub-contractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The CONTRACTOR or sub-contractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the City of Fort Pierce or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the City of Fort Pierce or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the CONTRACTOR or sub-contractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any CONTRACTOR or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the CONTRACTOR or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* CONTRACTORs and sub-contractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the U.S. Treasury if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the CONTRACTOR, sub-contractor, or both, must, upon request, provide the full Social Security number and last known address,

telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4)

Apprentices and equal employment opportunity —

(i)

Apprentices —

(A)

Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B)

Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C)

Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to

paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D)

Reciprocity of ratios and wage rates. Where a CONTRACTOR is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the CONTRACTOR's registered program must be observed.

(ii)

Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5)

Compliance with Copeland Act requirements. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(6)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Treasury may by appropriate instructions require, and a clause requiring the sub-contractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime CONTRACTOR is responsible for compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a sub-contractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any

proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

3. **Contract Work Hours and Safety Standards Act (CWHSSA):** CONTRACTOR hereby agrees to abide by the following:

(1) *Overtime requirements.* No CONTRACTOR or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any sub-contractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONTRACTOR and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages —*

(i) *Withholding process.* The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the

CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph

(b) on this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR is

responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

4. <u>Clean Air Act and Federal Water Pollution Control Act:</u>

<u>Clean Air Act</u>
CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury.

<u>Federal Water Pollution Control Act</u>
The CONTRACTOR agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the Florida Department of Commerce, if applicable), U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury

5. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
This certification is a material representation of fact relied upon by City of Fort Pierce. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City of Fort Pierce, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

7. **Procurement of Recovered Materials:** In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. **Prohibition on Contracting for Covered Telecommunications Equipment or Services:** CONTRACTOR agrees to adhere to the following:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in US TREASURY Policy 405-143-1, Prohibitions on Expending US Treasury Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its sub-contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

1) This clause does not prohibit Contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are <u>not used</u> as a substantial or essential component of any system; <u>and</u>

b. Are <u>not used</u> as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

1) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any

system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a sub-CONTRACTOR at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

9. <u>Domestic Preferences for Procurements:</u>

<u>Domestic Preference for Procurements:</u>
The CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.
<u>For purposes of this clause:</u>
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

10. <u>Build America, Buy America Act (BABAA) (*if applicable*):</u>

Contractors and their sub-contractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Fort Pierce with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by U.S. Treasury. Contractors and sub-contractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and sub-contractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to U.S. Treasury, the federal agency; subrecipients will forward disclosures to the pass- through entity, who will, in turn, forward the disclosures to U.S. Treasury.

11. Affirmative Socioeconomic Steps (*if applicable to this Contract*):

When possible, CONTRACTOR should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (*See U.S. Department of Labor's list*) take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(6) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

12. Access to Records. CONTRACTOR agrees to adhere as follows:

The CONTRACTOR agrees to provide City of Fort Pierce, Florida Department of Commerce, the U.S. Treasury Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to provide the U.S. Treasury Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Fort Pierce and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Treasury Administrator or the Comptroller General of the United States.

13. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding:

This is an acknowledgement that US TREASURY financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, US TREASURY policies, procedures, and directives.

14. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

15. Contract Changes or Modifications:

To be allowable under a federal grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

16. Program Fraud and False or Fraudulent Statements or Related Acts:

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

17. Copyright Materials (*if applicable*):

License and Delivery of Works Subject to Copyright

The CONTRACTOR grants to the City of Fort Pierce, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the City of Fort Pierce or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONTRACTOR will deliver to the City of Fort Pierce data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Fort Pierce.

18. Build America, Buy America Act (BABAA) (*Architectural and/or Engineering Contracts*):

Build America, Buy America Act Preference.

Contractors and sub-contractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or Engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States."

19. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

20. **DHS Seal, Logo, and Flags:** CONTRACTOR must obtain written permission from DHS prior to using the DHS seals, logos, crests, reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., U.S. Treasury, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

EXHIBIT II
FEMA PUBLIC ASSISTANCE CONTRACT PROVISIONS

- This form is required only for purchases of more than $100,000 -

CERTIFICATION REGARDING LOBBYING
(Appendix A to 31 CFR Part 21 – New Restrictions on Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____

Signature of CONTRACTOR
Authorized official

_____
(Print name of person signing above)

_____
(Print title of person signing above)

CONTRACTOR SELF-CERTIFICATION
REGARDING BUILD AMERICA BUY AMERICA (BABAA)

The undersigned certifies, to the best of his or her knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies for any projects related to **Emergency Debris Removal Services** that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor Authorized Official

Name and Title of Contractor Authorized Official

Date

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Thompson Consulting Services, LLC

Authorized Representative's Name and Title: Daniel Gardner, Vice President

Address: 2601 Maitland Center Parkway

City: Maitland State: Florida Zip Code: 32751

Phone Number: 407-792-0018 Email Address: dgardner@thompsoncs.net

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Daniel Gardner, Vice President 9/18/2026
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 18th day of September, 20 26 by Daniel Gardner, who is

☑ personally known or
☐ produced identification (ID produced: _____)

Notary Public Signature: Lydia Pena

LYDIA PENA
Notary Public - State of Florida
Commission # HH 401820
My Comm. Expires May 23, 2027
Bonded through National Notary Assn.

(Seal)

Print Name: Lydia Pena My Commission Expires: May 23, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2026

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
760 Howard Avenue, 2nd Floor
P. O. Box 250
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 800-277-0856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: Patty_Savage@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** 362895149 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			VRS0008639	2/1/2026	2/1/2027	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Contractors Pollution Liability			VRS0008639	2/1/2026	2/1/2027	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Adoption of St. Lucie County Contract No. C26-05-0497 – Disaster Debris Monitoring Management & Consulting Services; City of Fort Pierce and its officials, officers and employees are named as additional insureds on the general Liability when required by written contract. A 30 day notice of cancellation will be given to the certificate holder when required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce
ATTN: Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LLC

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

THOMENG-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2026

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

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

PRODUCER	CONTACT NAME: Kirsten Crosby	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland, FL 32751	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP 3534779-04	2/1/2026	2/1/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 3534777-04	2/1/2026	2/1/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Commercial Auto			BAP 3534779-04	2/1/2026	2/1/2027	Various deductibles	

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

Hurricane Season 2026
Adoption of St. Lucie County Contract No. C26-05-0497 – Disaster Debris
Monitoring Management & Consulting Services
Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce
Attention: Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce, FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Durden

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City Commission Regular Meeting - 5:05 PM **11. G.**

Meeting Date: 10/05/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval for Mayor Linda Hudson to attend the 2026 Florida League of Mayors Regional Meeting in Largo/Clearwater, Florida from October 15 to October 16, 2026, at a cost of $495.69.

SUMMARY:

The Regional Meeting provides mayors with an opportunity to observe firsthand how a nonprofit organization collaborates with local government, businesses, sponsors, volunteers, and community partners.

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Travel Packet

REGISTRATION INFORMATION
FLM Regional Meeting
Largo & Clearwater, FL

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hampton Inn & Suites Largo
100 East Bay Drive
Largo, FL
$33,770.00

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: Oct 15, 2026
3. RETURN DATE: Oct 16, 2026
4. DESTINATION: Largo & Clearwater, FL
5. CODE CHARGE: **0011000-540300**
6. AMT BUDGETED: 18,918.00

DEPARTMENT: City Mayor & Commission
DEPARTURE TIME: 12:00PM
RETURN TIME: 3:00PM
PURPOSE: FLM Regional Meeting

7. BALANCE AVAILABLE: **$15,819.54**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		25.00		
* HOTEL BILL: Confirmation #		190.97		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.725 352			255.20	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
BREAKFAST @ $8.00			0.00	
2 LUNCH @ $8.00			16.00	
DINNER @ $20.00			0.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			1.12	
15% GRATUITIES			2.40	
TOTALS	0.00	215.97	279.72	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda Cox
DEPARTMENT SUPERVISOR

8/17/2026
CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/26 DLN

FLORIDA LEAGUE OF MAYORS, INC.

Sign in

Sign In

Username

Username

Password

Password

Sign In

Forgot username? | Forgot password?

FLM October 15-16, 2026 Regional Meeting

Hosted by FLM President Woody Brown

October 15–16, 2026 | Largo & Clearwater, Florida

Registration Deadline: September 14, 2026

Registration Information

Participation in the **Clearwater Jazz Holiday Educational Experience** is limited to **50 attendees** and will be offered on a **first-come, first-served basis**. You may bring one guest.

A **non-refundable $25 registration deposit per person** is required to secure your participation. The deposit reserves your place in this limited-capacity experience.

Once capacity has been reached, a waiting list will be established.

Thursday, October 15, 2026

Clearwater Jazz Holiday Educational Experience

The Regional Meeting begins with a unique educational experience hosted in partnership with the **Clearwater Jazz Foundation**, providing mayors with an opportunity to observe firsthand how a nonprofit organization collaborates with local government, businesses, sponsors, volunteers, and community partners to produce one of Florida's premier music festivals.

The **Clearwater Jazz Holiday** has become more than a signature community event—it serves as a model for how arts and cultural programming can strengthen a city's identity, attract visitors, support local businesses, generate economic activity, and enhance residents' quality of life.

This experience offers practical insights that municipal leaders can adapt within their own communities while demonstrating how strategic partnerships can create lasting economic and community benefits.

Event Time
4:30 p.m. – 9:30 p.m.
(Dinner is included)
Attire: Casual – event will be outdoors

Additional event details, transportation schedule, and meeting instructions will be provided prior to the Regional Meeting.

Friday, October 16, 2026

Regional Roundtable Breakfast Discussions

9:15 a.m. – 11:00 a.m.
Attire: Business Casual

Largo City Hall
440 W. Bay Drive
Largo, FL 33770

Building on the previous evening's educational experience, mayors will gather at Largo City Hall for an interactive Regional Roundtable centered on President Woody Brown's priority of member engagement. Through peer-to-peer discussion, participants will discuss common challenges and explore innovative solutions impacting Florida's cities.

The program may also feature presentations from community partners highlighting local initiatives and collaborative efforts that support municipal success. Additional program details and speakers will be announced as they are confirmed.

Suggested Hotel

Hampton Inn & Suites Largo
100 East Bay Drive
Largo, FL 33770

Transportation to and from the Clearwater Jazz Holiday will be provided for attendees departing from the Hampton Inn & Suites Largo. Please note that there is **no official room block for this event**. Attendees are welcome to reserve rooms at this property or secure accommodations at another hotel of their choice.

Login Credentials: Your login credentials are the same username and password you use when registering for Florida League of Cities (FLC) events. If you have never registered for an FLM event through this website, please email flm@flcities.com for your login credentials.

Questions? Contact flm@flcities.com.

When 10/15/2026 4:30 PM - 10/16/2026 11:00 AM
Eastern Daylight Time

Statement of Accessibility

The Florida League of Mayors (FLM) is committed to ensuring accessibility of its website. To report an accessibility issue, request accessibility assistance regarding our website content, or to request a specific electronic format, please complete our Accessibility Feedback Form. We will make reasonable efforts to accommodate all needs.

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Tollsmart

Calculate toll costs for any routes across North America, Western Europe and these countries

For 2-axle passenger vehicles only. For additional vehicle sizes visit https://trucks.tollsmart.com.

Summary

Distance:	**176 mi**
Duration:	**3 hours 8 mins**
Toll Cost (Cash) USA:	**$2.61**
Toll Cost (Transponder) USA:	**$2.02**

http://maps.google.com?saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=100+East+Bay+Drive,+Largo,+FL,+USA&dirflg=d

Details

Polk Parkway

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (SunPass, K-TAG, PIKEPASS, SunPass PRO, E-ZPass® (from any state), NC Quick Pass, E-PASS, LeeWay, Peach Pass or BC-PASS): $1.16 No Pass (one-time entry fee): $1.45 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle vehicle

Gateway Expressway

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (SunPass, K-TAG, PIKEPASS, SunPass PRO, E-ZPass® (from any state), NC Quick Pass, E-PASS, LeeWay, Peach Pass or BC-PASS): $0.86 No Pass (one-time entry fee): $1.16 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle vehicle

Step 3 of 3

Payment and Guest Details

Total for stay

$190.97

Total room charge	$169.00
Total taxes and government charges	$21.97
	Price in $USD

Show price details

Guarantee and cancellation policy

Pay when you stay

There is a Credit Card required for this reservation. **Free cancellation before 11:59 PM local hotel time on 14 Oct 2026.**

All fields are required unless marked optional.

Payment

Card number

Month

Year

City Commission Regular Meeting - 5:05 PM **11. H.**

Meeting Date: 10/05/2026

Re: Authorization of Payment for HVAC Services to Trane in the amount of $67,193.44

Submitted For: Johann Lopez, Public Works Director, Public Works

SUBJECT:

Authorization of expenditure for HVAC Services to Trane in the amount of $67,193.44.

SUMMARY:

Due to critical failures of existing heating, ventilation, and air-conditioning (HVAC) systems at several City and Fort Pierce Redevelopment Agency (FPRA) facilities, including Percy Peek Gym, City Hall, and the Main Police Station, HVAC services were required to address immediate operational and facility needs. Trane was engaged on multiple occasions to provide necessary diagnostic, repair, and related HVAC services to restore and maintain essential building systems.

The City has received notice of outstanding invoices totaling $67,193.44 for services that were rendered. Due to the immediate and ongoing nature of the HVAC failures, services were provided before completion of the City's standard contracting and purchasing approval process. City staff is therefore seeking City Commission approval to authorize payment of the outstanding invoices for services that were provided and received, while ensuring the expenditures are properly documented and addressed in accordance with applicable City procurement and financial procedures.

RECOMMENDATION:

Staff recommends that the City Commission approve payment of outstanding invoices totaling $67,193.44 to Trane for HVAC services.

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Finance Department

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025-2026
Account:	General Fund

Amount: $67,193.44

FISCAL IMPACT:

This will be a general fund expense.

Attachments

Trane Invoice Statement

TRANE TECHNOLOGIES

For questions please call or email
Tel: 608-787-3867
Email trina.montgomery@tranetechnologies.com

Date 09/18/2026
Entity US OU USD TCS
Customer Number 89297
Internal Account

FT PIERCE CITY OF

Transaction Number	PO Number	Sales Order Number	Transaction Date	Due Date	Currency	Balance Due
315315069CLSDCR			07/02/2025	07/02/2025	USD	-4,291.00
315693313	N:FRANKIE	2511816591	10/01/2025	10/31/2025	USD	8,571.00
315710407	STAUFFER, RICK	2512117676	10/08/2025	11/07/2025	USD	1,016.00
315723101	STAUFFER, RICK	2512119680	10/15/2025	11/14/2025	USD	7,183.00
315739249	N: DAVID DUFFUS	2512230348	10/24/2025	11/23/2025	USD	2,082.34
315756326	FRANKIE APONTE	2512220686	11/03/2025	12/03/2025	USD	6,119.08
315770652	N: DAVID WILLIAMS	2512231158	11/07/2025	12/07/2025	USD	4,388.71
315774282	FRANKIE APONTE	2512379058	11/11/2025	12/11/2025	USD	1,145.00
990312189	N: FRANKIE APONTE	25-12452796	11/14/2025	12/14/2025	USD	1,141.20
990314399	Frankie Aponte	25-12451241	11/18/2025	12/18/2025	USD	1,016.00
315801348	N: SEAN HURT	2511706607	11/27/2025	12/27/2025	USD	6,819.71
990327739	FRANKIE APONTE	25-12451157	12/04/2025	01/03/2026	USD	2,540.00
990353640	FRANKI APONTE	25-12645565	01/05/2026	02/04/2026	USD	1,186.00
990368718	Frankie Aponte	26-12797099	01/21/2026	02/20/2026	USD	1,064.00
990395819	FRANKIE APONTE	26-12967540	02/13/2026	03/15/2026	USD	532
990425090	N: SEAN HURT	26-13114379	03/09/2026	04/08/2026	USD	622
990479679	N: SEAN HURT	26-13292333	04/20/2026	05/20/2026	USD	1,766.00
990479332	SEAN/PD	26-13153781	04/20/2026	05/20/2026	USD	4,500.00
990514543	N: SEAN HURT	26-13111402	05/14/2026	06/13/2026	USD	622
990574508	N: SEAN H	26-13501865	06/24/2026	07/24/2026	USD	528
990601631	N: FRANKIE APONTE	26-12985910	07/10/2026	08/09/2026	USD	1,220.40
990607881	SEAN HUNT	26-13530814	07/15/2026	08/14/2026	USD	1,452.00
990639097	N: SEAN HURT	25-12591825	07/31/2026	08/30/2026	USD	2,205.00
990641072	N: SEAN HURT	26-13434415	08/03/2026	09/02/2026	USD	12,571.00
990711548	N: FRANKIE APONTE	26-13721358	09/16/2026	10/16/2026	USD	1,194.00

Currency	Total Open Amount
USD	67,193.44

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 10/05/2026

Re: Minor Site Plan Conditional Use No New Construction (Agape Preschool Academy)

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Quasi-Judicial Hearing - Application for Minor Site Plan Conditional Use No New Construction has been submitted by the applicant, Agape Preschool Administration, to operate Agape Preschool Academy in the 11,346 stand-alone building, located at 2817 Peters Rd., Fort Pierce, FL. The property is zoned General Commercial, C-3.

SUMMARY:

A minor site plan conditional use; no new construction application has been submitted to operate Agape Preschool Academy. The 11,346 sf building will be utilized to serve children ages 18months through 5 years of age.

The property is in the C-3, General Commercial zoning district and has a future land use designation of GC, General Commercial.
Parcel ID: 2324-311-0005-000-1.

RECOMMENDATION:

Staff's recommendation is for the City Commission to approve the conditional use with the two (2) conditions:

1. Sign permits shall be applied for prior to the issuance of a Certificate of Occupancy
2. A Change of Use application must be approved prior to occupying the building

ALTERNATIVES:

Alternative Recommendations:

1. Recommend Approval with additional/modified conditions
2. Recommend Disapprovl

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report
TRC Comments
Site Plan for Signature
Public Notice Certification
Applicant Complete File
Playground Details
Parking Details
Lighting Plan
Floor Plan
Landscape Plan
Property Card
Parent Pickup/Dropoff Circulation
Proof of Publication

CITY OF FORT PIERCE

CITY COMMISSION

September 21st, 2026

Agape Preschool Academy
Minor Site Plan Conditional Use No Construction
2817 Peters Rd.

APPLICANT

Joel Borgella & Indira Ceville

(Preschool Owners)

PROPERTY OWNER(S)

Crossroads Plaza FP, LLC

PARCEL ID #(S):

2324-311-0005-000-1

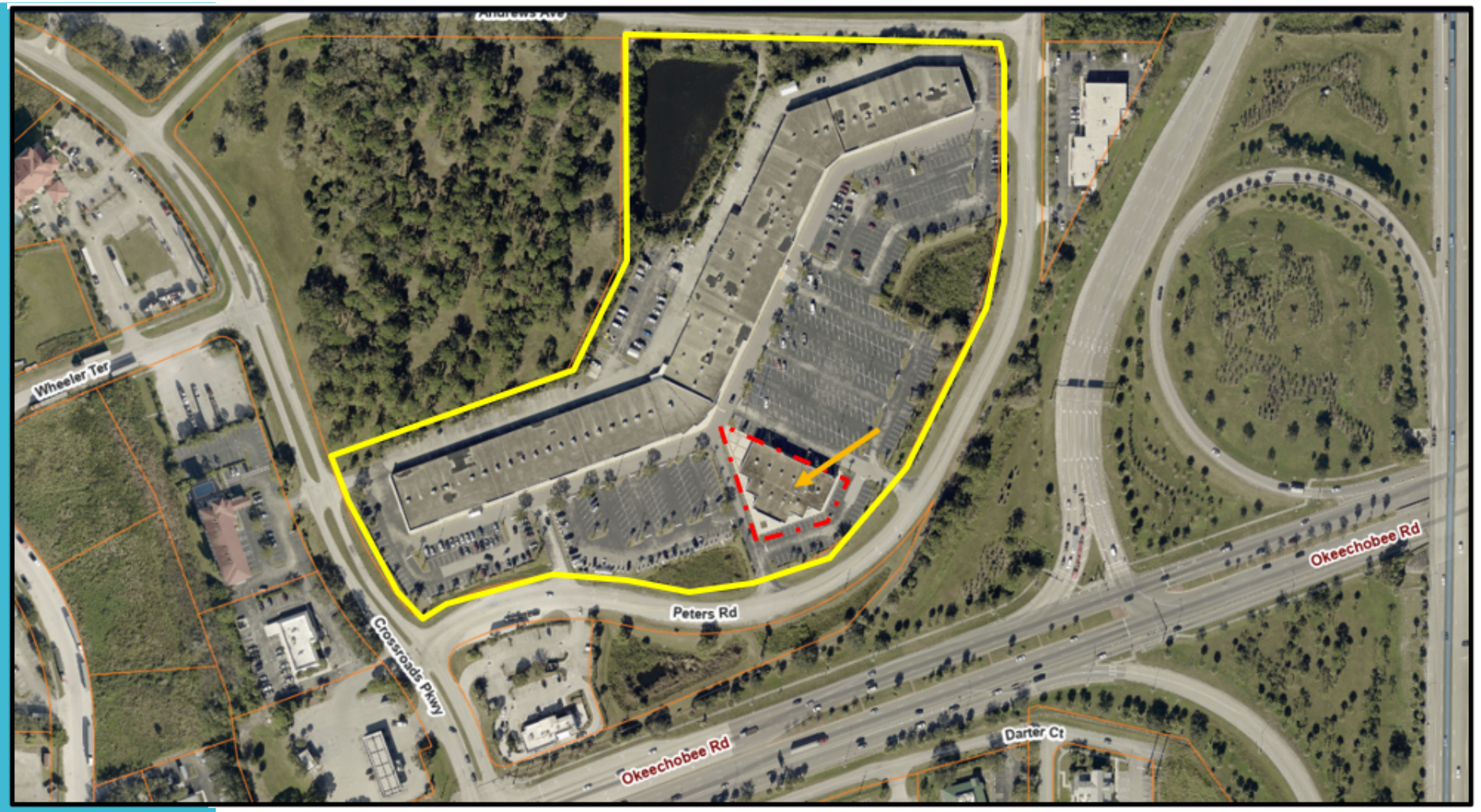
(2817 Peters Rd.)

SUMMARY

A ‘conditional use: no new construction’ application has been submitted for review, proposing to operate Agape Preschool Academy at 2817 Peters Rd.



SITE LOCATION



SITE AREA= 18.61 +/- Acres

Agape Preschool Academy 2817 Peters Rd.

FUTURE LAND USE

FLU: GC, General Commercial



Agape Preschool Academy 2817 Peters Rd.

ZONING

Zoning: C-3, General Commercial



Agape Preschool Academy 2817 Peters Rd.

CONDITIONAL USE

Article V: Section 125-325

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

Allowable Use Table
Sec. 125-187

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3	C4	C5	C6	CP
-Library or Cultural Exhibit	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C
-Environmental Research and Education Facilities	-	-	-	-	-	C	C	C	C	C	C	C	C	C	C	C
Day Care	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-
-Adult Day Care Center	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-
-Day Care Center	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-
-Child Care Facility	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-
-Family Day Care Home	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-
Educational Facilities																
-College or University	-	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
-Elementary, Middle or High School	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
-Marine Research/Education Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Agape Preschool Academy 2817 Peters Rd.

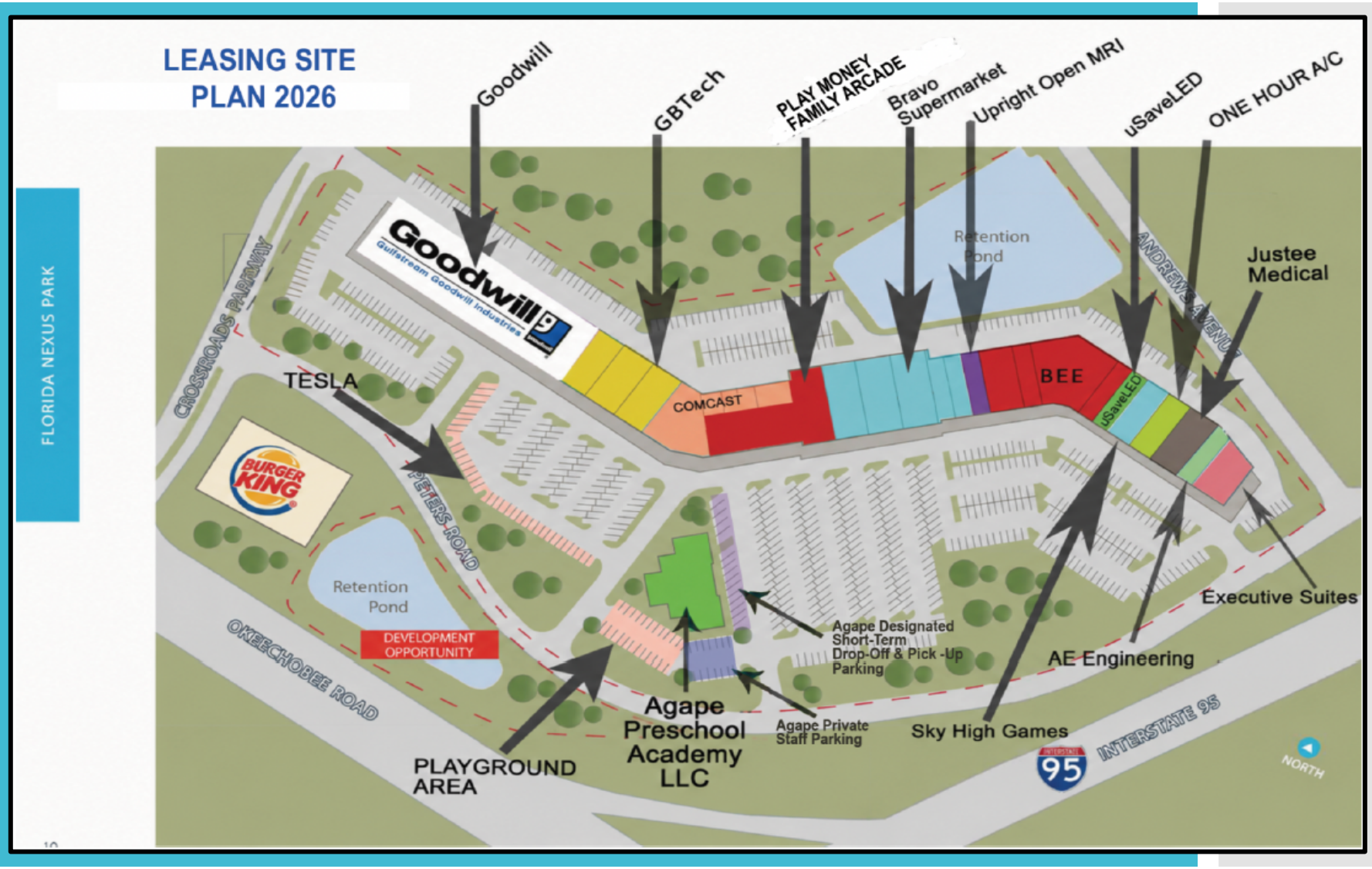
EXISTING BUILDING



- 11,346 sf
- Single-story
- standalone

Agape Preschool Academy 2817 Peters Rd.

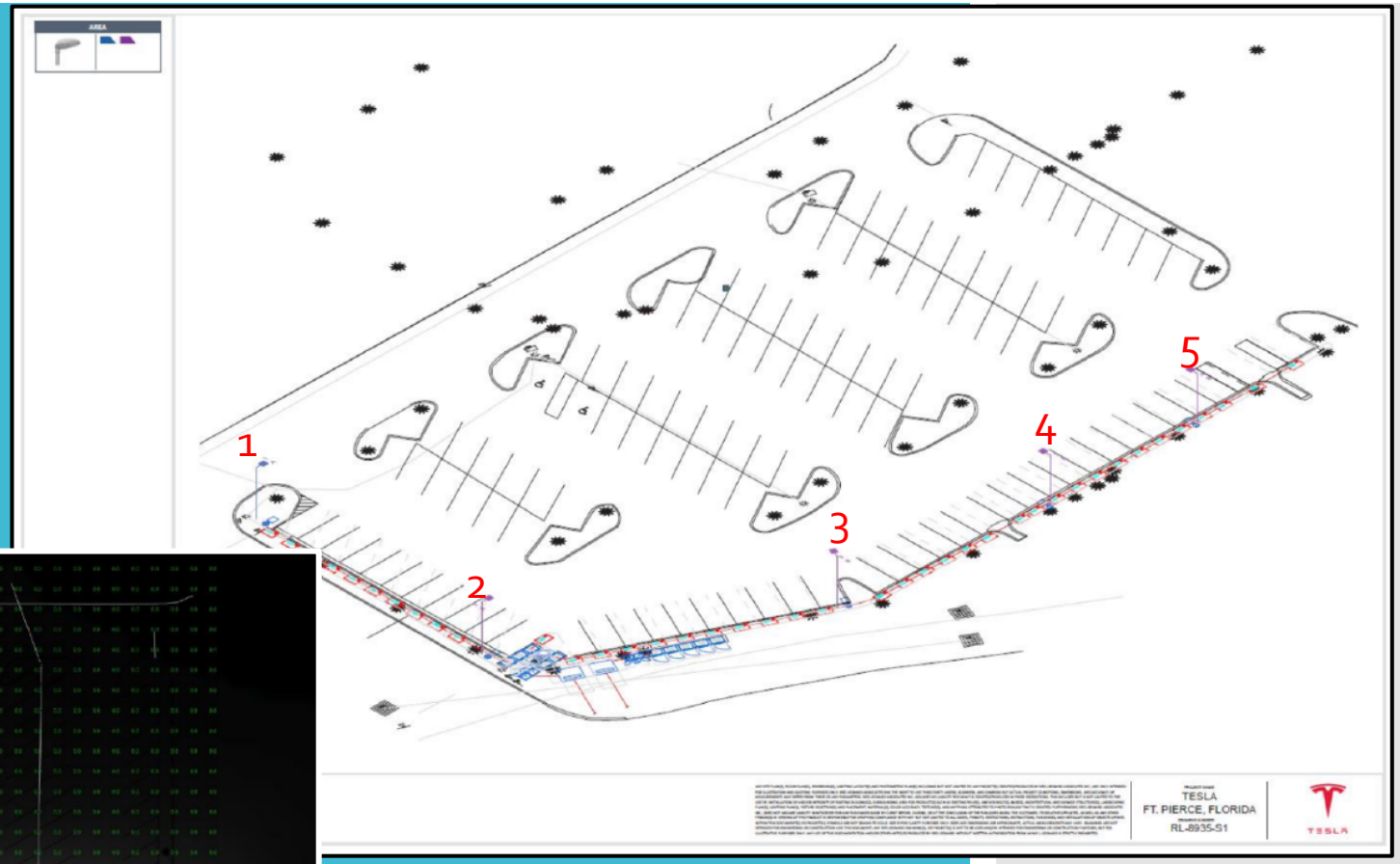
SITE PLAN

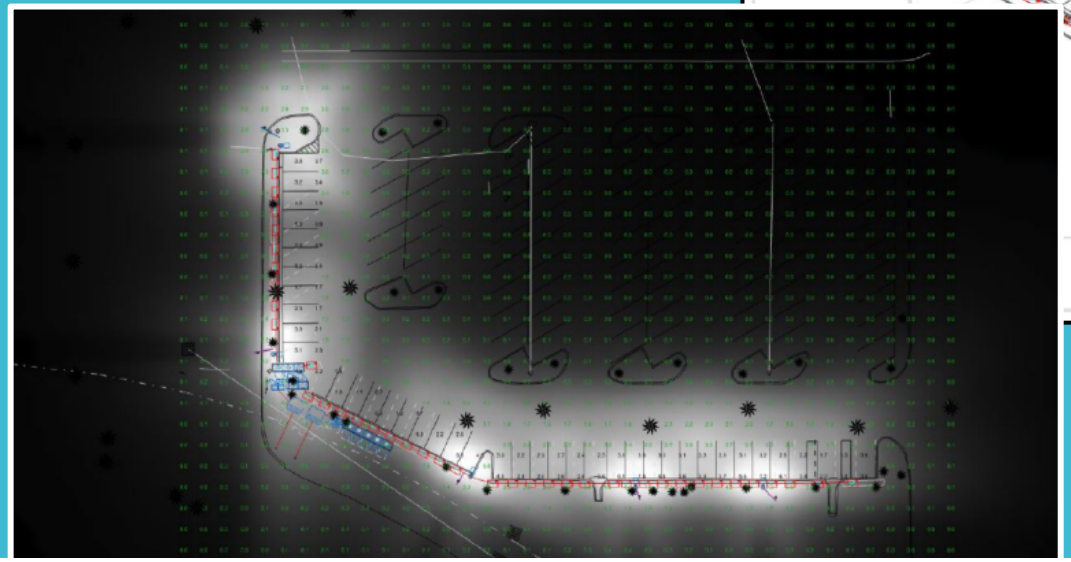


Agape Preschool Academy 2817 Peters Rd.

EXISTING LIGHTING PLAN

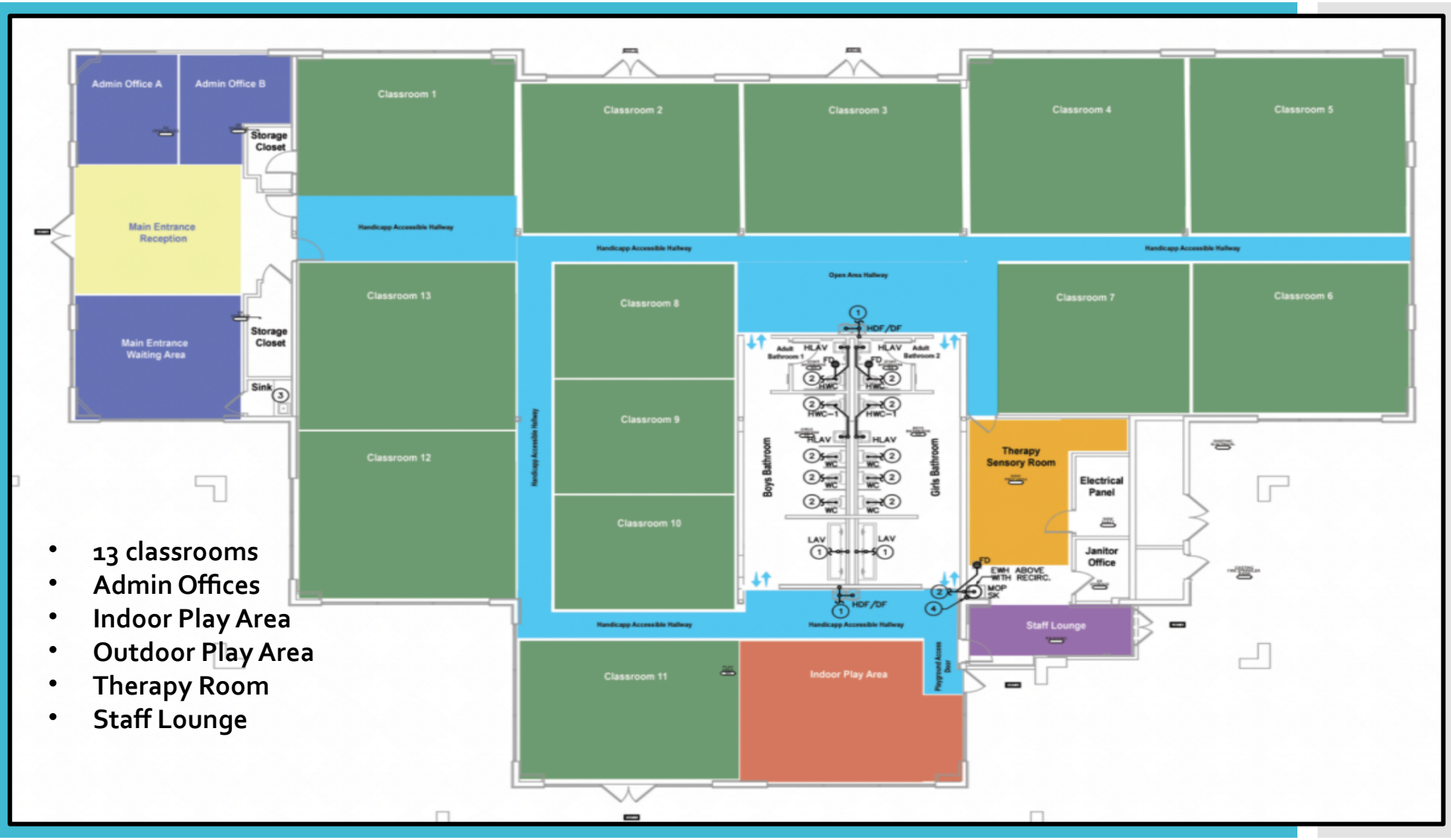
5 Foot Candles
(775 parking stalls)





Agape Preschool Academy 2817 Peters Rd.

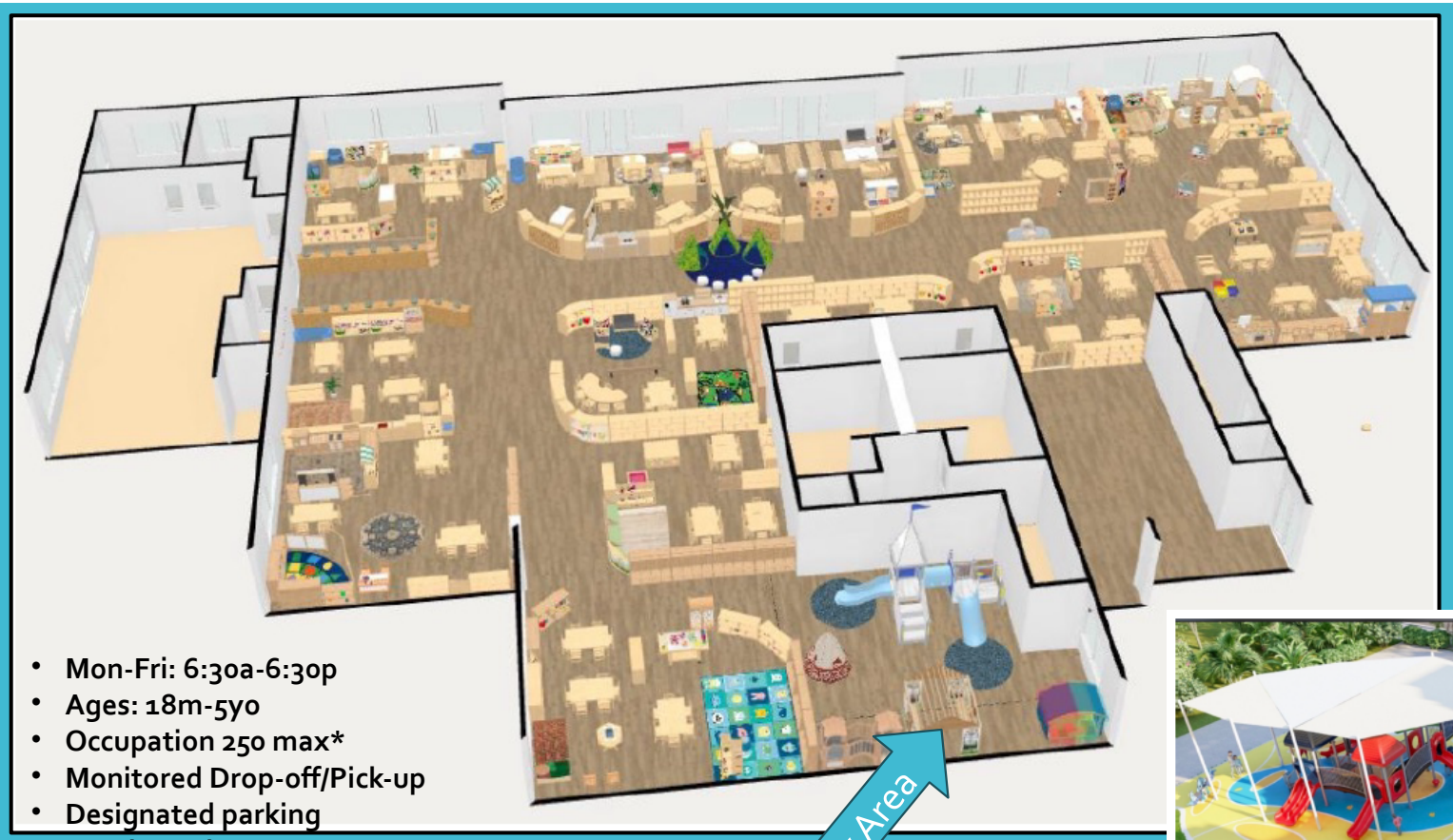
PROPOSED FLOOR PLAN



- 13 classrooms
- Admin Offices
- Indoor Play Area
- Outdoor Play Area
- Therapy Room
- Staff Lounge

Agape Preschool Academy 2817 Peters Rd.

SCHOOL OPERATION



- Mon-Fri: 6:30a-6:30p
- Ages: 18m-5yo
- Occupation 250 max*
- Monitored Drop-off/Pick-up
- Designated parking
- Snacks (only)
- Scheduled outdoor playtime
- Level 2 background

Indoor Play Area



Outdoor Play Area



Agape Preschool Academy 2817 Peters Rd.

RECOMMENDATION

Staff's recommendation is for the City Commission to approve with the two (2) conditions.

1. Sign permits should be applied for prior to the issuance of a CO
2. A Change of Use application must be approved prior to building occupancy

*Authorization of conditional use shall be void after one year or such time as the authorization may specify unless substantial construction has taken place. However, when required, the city commission may extend authorization for an additional period.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional/modified conditions.

2. Recommend Disapproval.

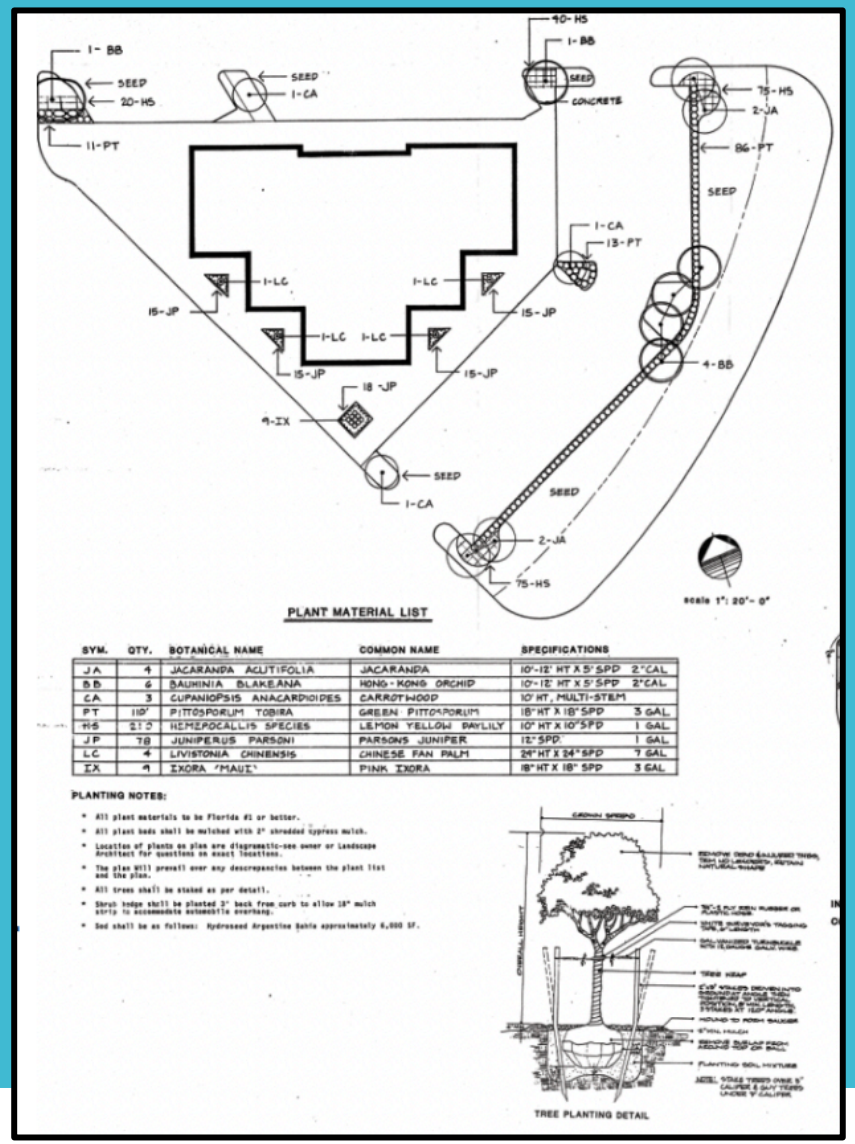
CITY OF FORT PIERCE

CITY COMMISSION

September 21st,2026

Agape Preschool Academy
Minor Site Plan Conditional Use No Construction
2817 Peters Rd.

LANDSCAPE PLAN



PLANT MATERIAL LIST

SYM.	QTY.	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
JA	4	JACARANDA ACUTIFOLIA	JACARANDA	10'-12' HT X 5' SPD 2"CAL
BB	6	BAUHINIA BLAKEANA	HONG-KONG ORCHID	10'-12' HT X 5' SPD 2"CAL
CA	3	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	10' HT, MULTI-STEM
PT	110'	PITTOSPORUM TOBIRA	GREEN PITTOSPORUM	18" HT X 18" SPD 3 GAL
HS	215	HEMEROCALLIS SPECIES	LEMON YELLOW DAYLILY	10" HT X 10" SPD 1 GAL
JP	78	JUNIPERUS PARSONI	PARSONS JUNIPER	12" SPD 1 GAL
LC	4	LIVISTONIA CHINENSIS	CHINESE FAN PALM	24" HT X 24" SPD 7 GAL
IX	9	IXORA 'MAUI'	PINK IXORA	18" HT X 18" SPD 3 GAL

PLANTING NOTES:

* All plant materials to be Florida #1 or better.
* All plant beds shall be mulched with 2" shredded cypress mulch.
* Location of plants on plan are diagrammatic-see owner or Landscape Architect for questions on exact locations.
* The plan will prevail over any descrepancies between the plant list and the plan.
* All trees shall be staked as per detail.
* Shrub hedge shall be planted 3' back from curb to allow 18" mulch strip to accommodate automobile overhang.
* Sod shall be as follows: Hydroseed Argentine Bahia approximately 6,000 SF.

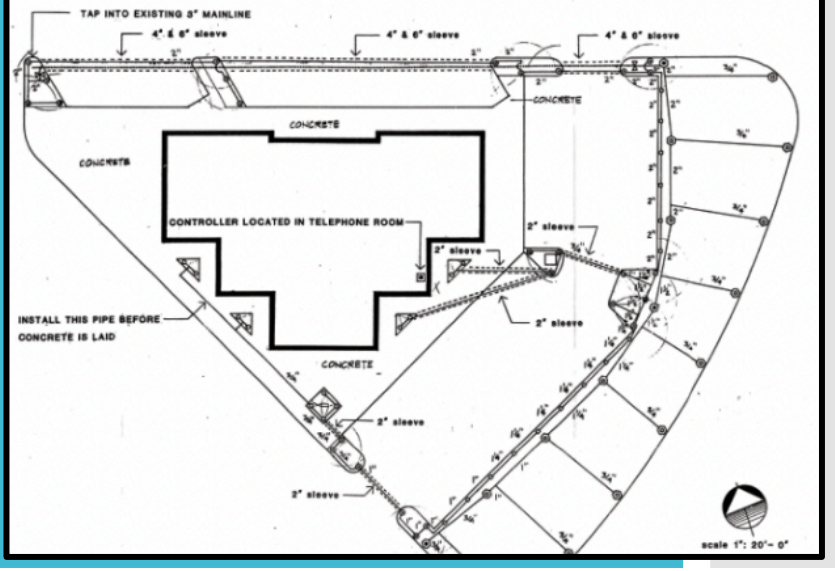
TREE PLANTING DETAIL

IRRIGATION MATERIAL SCHEDULE

SYM.	QTY.	MODEL NUMBER	PSI
○	15	1804 55T 4X30	30
●	8	1812 15'R	30
⊕	20	1804 15'R	30
○	12	1812 12'R	30
Ⓖ	2	PGP 90° #4	30
Ⓖ	15	PGP ADJ #47	30
M	2	200-PE 2" ELECTRIC VALVE	
▣	1	RC-7A 7 STATION CLOCK	
———	300 LF	3" PVC MAINLINE	

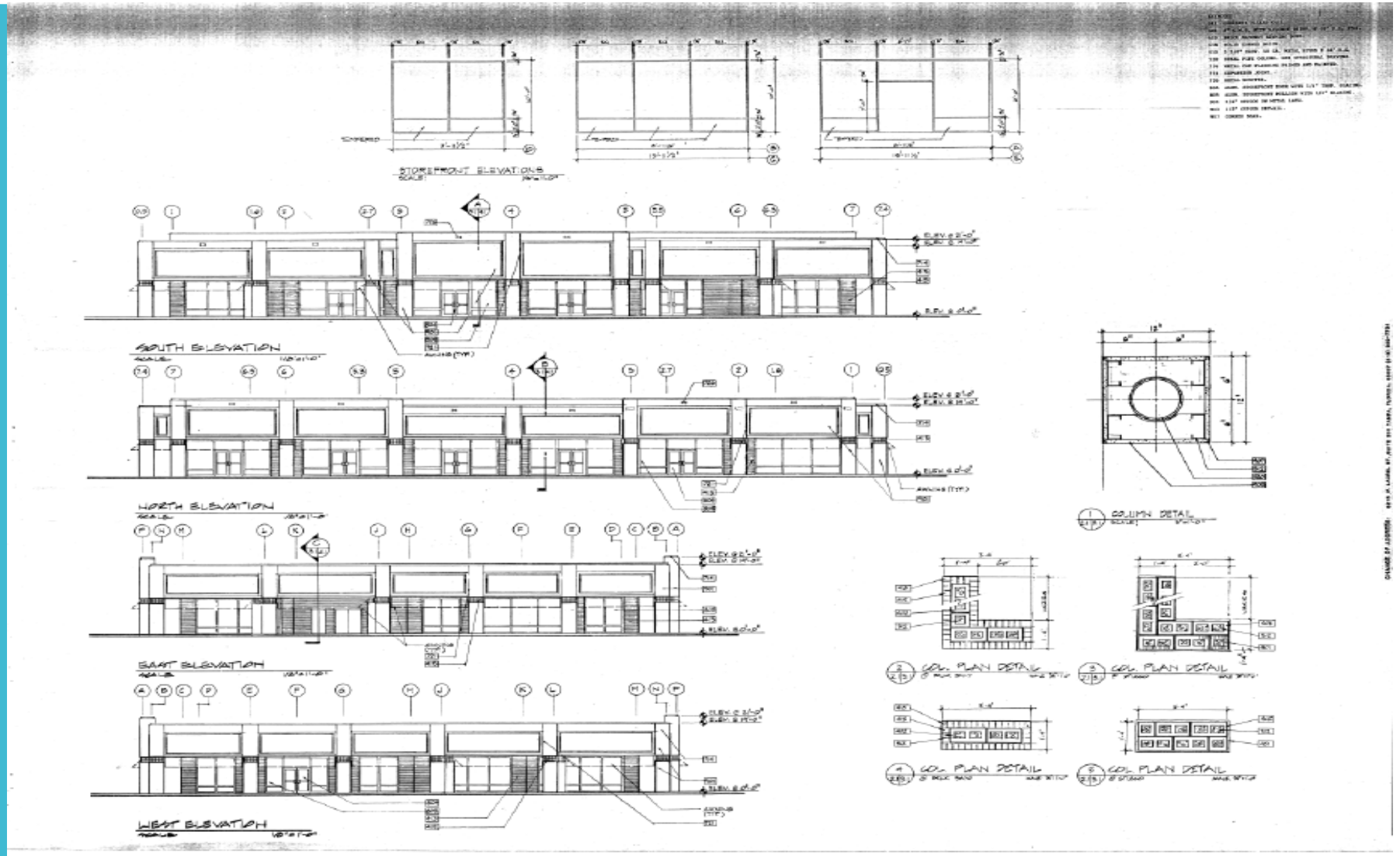
IRRIGATION NOTES:

* Piping or valves may sometimes be indicated as being located in unlikely areas i.e., to buildings, under pavement, or outside property lines. This is done for graphic clarity only. Whenever possible piping is to be installed in soft areas.
* All quantities shown on the drawings are not guaranteed as to accuracy and shown for the purposes of indicating volume of work. It shall be the responsibility of the bidder to satisfy himself as to the accuracy of the quantities.
* All irrigation pipe not otherwise marked is to be ¾".
* Install irrigation system in accordance with all applicable codes.
* Sleeves shall be schedule 40 PVC sized as shown on the plan.
* All 3" pop-up sprays shall be installed on ¾"x 12" PVC flex connections. All 12" pop-up sprays shall be installed on ¾"x 18" PVC flex connections. All rotors shall be installed on ¾"x 18" PVC flex connections.
* Irrigation system requires 85 GPM and 40 PSI at the source.
* All rotor heads shall be Hunter , all spray heads shall be Rainbird , and all other equipment shall be Rainbird unless otherwise specified.
* Control'or shall be located in the telephone room on the exterior wall.
* Water source for irrigation system is Existing 2" city water meter.



Agape Preschool Academy 2817 Peters Rd.

EXTERIOR ELEVATIONS



Agape Preschool Academy 2817 Peters Rd.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Richard Chess, MBA, City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Minor Site Plan: Conditional Use No New Construction 2817 Peters Rd.**
BOARD DATE:	September 21, 2026

STAFF REPORT

Owner:	Joel Borgella Agape Preschool Administration 2735 Peters Rd. Fort Pierce, FL 34945
Applicant:	Joel Borgella Agape Preschool Academy LLC 2817 Peters Rd. Fort Pierce, FL 34945
Applicant's Request:	Approval of Minor Site Plan Conditional Use No New Construction
Location(s):	2817 Peters Rd.
Parcel ID:	2324-311-0005-000-1
Future Land Use:	General Commercial (GC)
Current Zoning:	C-3, General Commercial

Surrounding FLU:

North	East	South	West
GC	GC	GC	GC

North	East	South	West
C-3	C-3	C-3	C-3

Surrounding Zoning:

Utilities: FPUA

Staff Analysis:

Request

In accordance with Article V Sections 125-235 of the City Code, the applicant is requesting the review and approval of a Minor Site Plan Conditional Use No New Construction to open and operate daycare center, Agape Preschool Academy.

Future Land Use & Zoning

The General Commercial (GC) future land use designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

The subject site has a zoning district classification of the General Commercial (C-3) district which is primarily intended for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

Conditional Uses

According to Article V, Sec. 125-235, the purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as tot number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

Design Review

The single-story, standalone building is 11,346 square feet and is in the Florida Nexus Park plaza. The open shelled building will have partitions measuring 4.5 ft tall and 8ft wide, creating thirteen classrooms. The

partitions allow for adjustments to the building configuration and maximize class sizes. Eight children designed regular restrooms and ADA stalls and two adult restrooms with showers.

A designated area for indoor play will allow continued child play time during increment weather. The outdoor play area will have proper shading for comfort of play-in-sun and 2-emergency-access gates. Snacks will provide therefore; a full operating kitchen will not be on site due to parents providing breakfast and lunch for their child(ren). A Therapy Sensory Room will be utilized to aid with maintaining order of an upset child.

The preschool proposes that the maximum occupancy of 225 children and 25 staff members. Business operation hours are Monday through Friday from 6:30a-6:30pm, with staff arriving at 6:30a. Student drop-off and pick-up will require children to be escorted inside and outside of the building by an approved adult on file. A secure door will prevent unauthorized guests from going beyond the sign-in/sign-out designated area.

No exterior or interior modifications other than the proposed outdoor business sign.

Parking
The property site provides 775 parking stalls. Those stalls will be used by parents and guess. The preschool administration proposed to designate parking stalls for staff use.

Landscaping
The developed business park has mature trees that are being maintained under a current landscape maintenance agreement that is maintained by the property owner.

Traffic Impact Statement
No traffic impact statement submitted or required for this application.

Lighting
The applicant provided a photometry listing the current foot-candles specs. The site has five (5) foot-candles and exterior lighting surrounding the building. No additional lighting is required.

Technical Review Committee
All affected departments have reviewed the proposed Minor Site Plan Conditional Use No New Construction regarding the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents. All reviewing agencies have signed off for approval.

Property Owner Response Summary
A total of 7 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of September 4, 2026, there have been no response from notified owners. An update will be provided during the City Commission at the public hearing.

Planning Board Recommendation

This project was not presented to the Planning Board due to the application type.

Staff Recommendation*:*

Staff has confirmed that the application meets the minimum standards of the City's Code Section 125-235. Therefore, Staff recommends that the City Commission **APPROVE** the subject Minor Site Plan Conditional Use No New Construction subject to the noted two Conditions:

1. Sign permits should be applied for prior to the issuance of certificate of occupancy
2. A Change of Use application must be approved prior to occupying the building.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Joel Borgella
Agape Preschool Academy
2735 Peters Rd.
Fort Pierce, FL 34945

Project#: PZCON2026-00002 – Conditional Use No New Construction application
Agape Preschool Academy **2817 Peters Rd.**
Technical Review Committee comments for July 16, 2026, TRC Meeting

City of Fort Pierce Planning Department

Conditional Use No New Construction application **Requires Resubmittal** for the following reasons:

1. Site Plan with details is missing, sec. 125-313(3)
2. Provide detailed narrative that explains business operation: pickup and dropoff (with illustration), business hours, staff, food service, occupancy and grade level, etc.
3. Provide design narrative which is to include playground details
4. Lighting Plan missing details that highlights the location of the foot-candles
5. Floor plan of proposed facility is required (demo and architectural)
6. Building elevations plan is required
7. Vicinity Map required
8. Property Card is required
9. Provide Landscape Plan details of property

Advisory Comments

1. Sign permits shall be required.
2. Safety Floor Plan may be required by the St. Lucie County Fire District

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZCON2026-00002
Agape Academy - 2817 Peters Rd (Conditional Use)

W/WW Engineering: Approved as noted,

No objection to the conditional use request.

This location currently has FPUA services, if additional capacity is required to facilitate improvements, please contact the Water and Wastewater Engineering Department, at 403 Seaway Drive, Fort Pierce Florida 34949. For more information, please contact John Biggs at 772 466 1600 ext. 3474.

Water Reclamation: Approved.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved.**

Gas: Approved.

FPUAnet Fiber: FPUAnet **Approves.**

Fiber Internet Service – Can be Available Contact Eric Peters at (772) 468-1697 for Fiber Internet requirements.

Developer Letter.pdf

Fort Pierce Utilities Authority
FPUAnet Communications
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Developer,

I hope this message finds you well. I'm reaching out on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider, to share why FPUAnet is the perfect choice for your next development project.

Here's why developers choose FPUAnet:

- **Future-Ready Scalability**: Our fiber-optic network adapts to meet the growing demands of Fort Pierce, ensuring seamless connectivity for even the most advanced applications and devices.
- **Blazing Gigabit Speeds Everywhere**: Enjoy lightning-fast internet speeds across all areas we serve—bringing unparalleled performance wherever your project takes place.
- **Inclusive Connectivity**: We're committed to bridging the digital divide by delivering reliable internet to rural and underserved communities, empowering everyone to thrive in the digital economy.
- **Affordable and Faster**: Our competitive pricing, often more affordable than private ISPs, reflects our community-first approach. With no profit motives, we pass the savings directly to you.

In addition to exceptional service, FPUAnet takes pride in 24/7 customer support, provided by a team of experts ready to assist whenever you need it.

Let's discuss your project's specific needs in more detail. You can reach me directly at **peters@fpua.com** or **772-468-1697**.

Thank you for considering FPUAnet. I look forward to partnering with you to bring your projects to life.

Eric Peters
On behalf of FPUAnet

Technical Review Committee meeting

July 16, 2026

Case #: PZCON2026-00002

Planner: City of Ft. Pierce Planning Department.

Conditional Use (no new construction)

2817 Peters Rd., Ft. Pierce. (Agape Pre-School)

Comments:

Please ensure there is ample resource to ensure the safety of staff and students, including but not limited to proper lighting, perimeter protection, target hardening and security systems.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

3. Property and Site Context

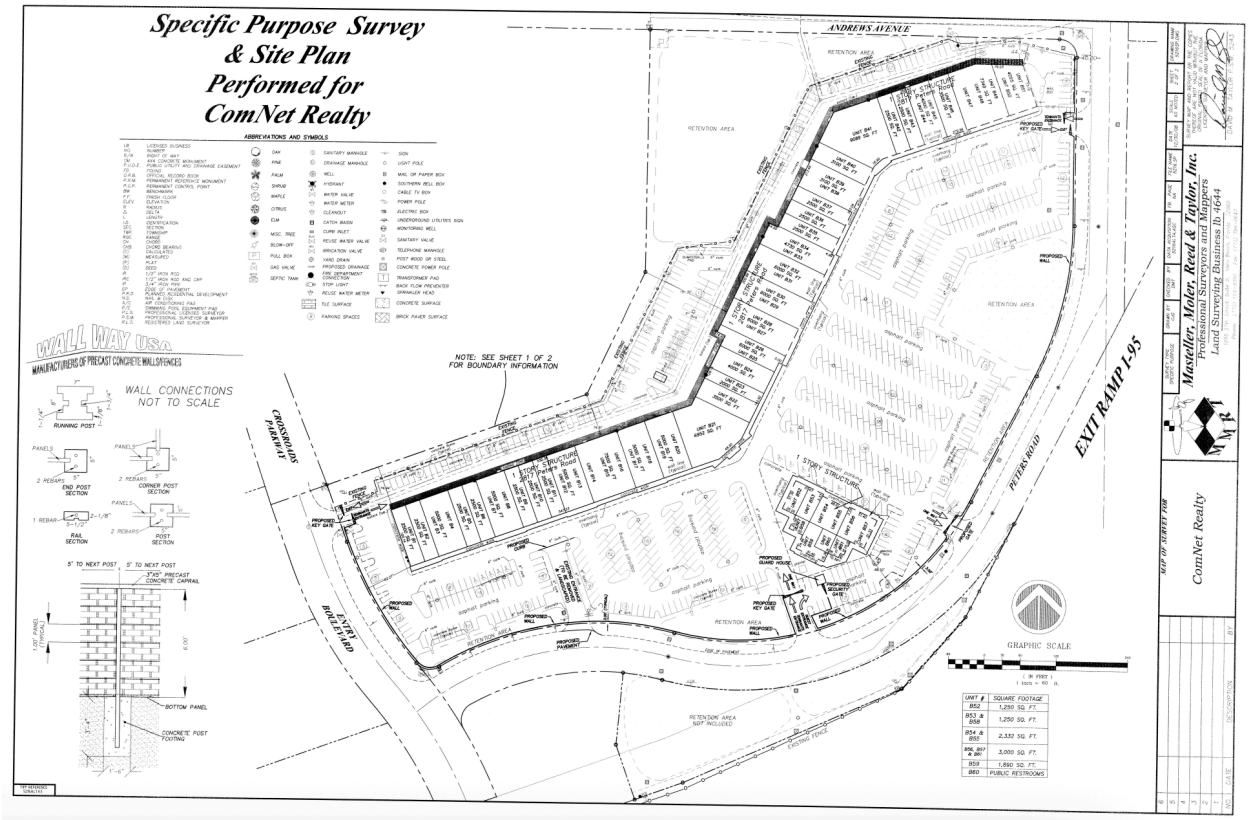
Florida Nexus Park is an approximately 18.61-acre commercial property containing a 146,954-square-foot multi-tenant building and a separate 11,346-square-foot standalone building proposed for Agape Preschool Academy. The property is located within the City of Fort Pierce and is presently associated with a commercial zoning and future-land-use designation.

The existing Florida Nexus Park tenant mix includes Goodwill, GB Tech, Comcast, Bee Electronics, Bravo Supermarket, Play Money Family Center, Upright Open MRI, uSave LED, Maximus/Florida Children's Health, Justee Medical Nursing College, the Corradino Group, Amazon, and the property management office. Burger King is located adjacent to the property to the west, and Cracker Barrel is located to the north.

The commercial center therefore contains a broad mix of retail, grocery, medical, educational, technology, family-service, family entertainment, office, logistics, and employment-related uses. The Academy would add a family-supporting educational use to an established commercial and employment center within close proximity to new and existing residential clusters within 5 miles of its location.

The standalone building is particularly well suited for the proposed use because it can provide a clearly identifiable and controlled public entrance, dedicated parking areas, a secure outdoor play area, and internal vehicle circulation that can be separated from the principal activities of the larger multi-tenant building.

Florida Nexus Park is strategically located at the northwest corner of Interstate 95 and Okeechobee Road/State Road 70, near Interstate 95 Exit 129, with convenient access to Florida's Turnpike. This regional accessibility makes the property convenient for families living in western Fort Pierce, parents employed within Florida Nexus Park, and caregivers traveling along the Interstate 95, Okeechobee Road, and Turnpike corridors. [1]



SITE LOCATION



Zoning: C-3, General Commercial

FLU: GC, General Commercial

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Agape Preschool Academy

Conditional Use: No New Construction – 2817 Peters Rd. – 2324-311-0005-000-1

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: September 20, 2026

NOTICE BY MAIL: September 14, 2026

NOTICE BY SIGNS: August 20, 2026

VERIFIED BY: Kerry C. Driver **TITLE:** Senior Planner

SIGNATURE: **DATE:** September 15, 2026

CONDITIONAL USE APPLICATION

Narrative and Letter of Intent

FLORIDA NEXUS PARK - AGAPE PRESCHOOL ACADEMY LLC

2817 Peters Road
Fort Pierce, Florida 34945

PROPOSED CAPACITY
Up to 225 children + up to 25 staff members = up to 250 students and staff combined

Proposed Use	Private preschool and licensed child care facility
Ages Served	Approximately 18 months through 5 years
Building	Existing 11,346-square-foot standalone building
Site	Florida Nexus Park, approximately 18.61 acres
Target Opening	January 2027, subject to all approvals and licensing
Regular Hours	Monday-Friday, approximately 7:00 a.m.-6:30 p.m.; staff arrival beginning at 6:30 a.m.
Website	AgapePreschoolAcademy.com
Submission Date	July 21, 2026

SUBMITTED TO

City of Fort Pierce Planning Department, Planning Board, and City Commission
100 North U.S. Highway 1, Fort Pierce, Florida 34950

PROJECT CONTACTS

Applicant - Agape Preschool Academy LLC	**Property Owner Contact**
Joel Borgella | 772-241-4207 agapepreschoolacademy@gmail.com Indira Ceville | 772-209-4575 agapepreschoolacademy@gmail.com	Harry Zuker 772-465-2000, Extension 102 hzuker@comnetrealty.com ComNet Realty LLC

Parcel Identification Number: 232431100050001

July 21, 2026

City of Fort Pierce Planning Department
City of Fort Pierce Planning Board
City of Fort Pierce City Commission
100 North U.S. Highway 1
Fort Pierce, Florida 34950

Re: Conditional Use Request - Agape Preschool Academy LLC

Property: Florida Nexus Park, 2817 Peters Road, Fort Pierce, Florida 34945

Project: Private Preschool and Licensed Child Care Facility

Dear Members of the Planning Board and City Commission:

Agape Preschool Academy LLC respectfully requests approval of a Conditional Use to establish and operate a licensed child care facility and private preschool in the existing 11,346-square-foot standalone building located at Florida Nexus Park, 2817 Peters Road, Fort Pierce, Florida.

The proposed Academy will serve children approximately 18 months through five years of age. Agape requests authorization to enroll up to 225 children and employ up to 25 staff members on site, for a planned regular operating population of up to 250 students and staff combined. Parents, authorized caregivers, vendors, and visitors will be present only temporarily and will be managed through the Academy's controlled-entry, visitor-management, parking, and arrival-and-dismissal procedures.

The facility is proposed and designed to accommodate this maximum regular operating population. The final number of children and staff permitted within the facility will not exceed the most restrictive capacity established through Florida child care licensing, approved building and fire occupant load, plumbing-fixture requirements, qualifying indoor and outdoor space, parking availability, age-specific staffing ratios, and all other applicable governmental approvals.

The project will involve the adaptive reuse and continued improvement of an existing commercial building, interior classroom and administrative renovations, customization of a secure public entrance, construction of a fenced outdoor play area, improvements to parking and circulation, and related landscaping, shade, lighting, signage, and safety enhancements. No new primary building is proposed. The Academy's targeted opening date is January 2027, subject to completion of all required approvals, permits, inspections, and licensing.

1. About the Project

The applicant is Agape Preschool Academy LLC, a for-profit limited liability company incorporated in Florida. The Academy is being established to provide dependable child care, purposeful early education, kindergarten readiness, and family support for residents of Fort Pierce and St. Lucie County.

Agape Preschool Academy will operate as a private preschool and child care center serving children from approximately 18 months through five years of age. The Academy is projected to open in January 2027 and seeks approval for a maximum enrollment of up to 225 children, together with up to 25 staff members, for a combined regular operating population of up to 250 students and staff.

Enrollment will be phased as classrooms are completed, qualified teachers and support personnel are hired, and all licensing requirements are satisfied. Agape will not enroll children beyond the capacity supported by its licensed classrooms, approved staffing levels, child-to-staff ratios, restroom and plumbing capacity, fire and building occupancy, parking and circulation plan, and approved indoor and outdoor play-space calculations.

Website: AgapePreschoolAcademy.com

2. Meaning of the Agape Name, Mission, and Vision

The word "Agape," pronounced "ah-GAH-pay," is a Greek word describing deep, selfless, unconditional, and sacrificial love. It is often described as the highest form of love because it actively seeks the well-being of others without expecting anything in return. This concept reflects the Academy's commitment to intentional care, high expectations, compassion, and respect for every child and family.

Agape Preschool Academy will welcome and serve families of all backgrounds. The Academy will provide an inclusive environment in which children are treated with dignity, families are respected as partners, and each child is supported socially, emotionally, physically, and academically.

Mission Statement

Agape Preschool Academy nurtures children ages 18 months through five years through purposeful learning, joyful exploration, and character development rooted in agape love, helping every child grow into a kind, curious, confident, and capable learner.

Vision Statement

Agape Preschool Academy LLC envisions becoming a leading preschool provider in Fort Pierce, Florida, recognized for educational excellence, compassionate care, and community impact. We strive to be a trusted early-learning center where families and educators partner to help children grow in confidence, kindness, and curiosity. Through play-based experiences, inclusive relationships, early literacy, social-emotional learning, and strong character development, children will leave prepared for kindergarten and ready to contribute to their community with empathy and purpose.

3. Property and Site Context

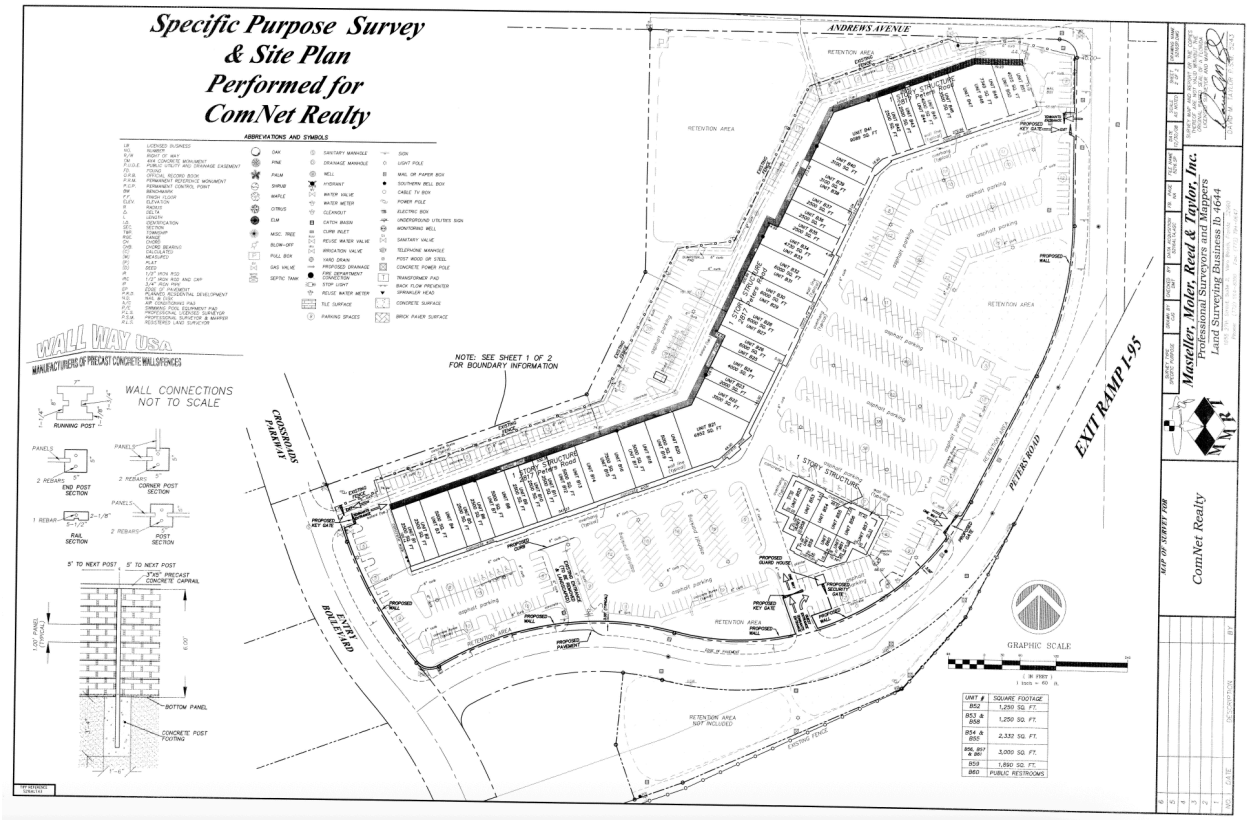
Florida Nexus Park is an approximately 18.61-acre commercial property containing a 146,954-square-foot multi-tenant building and a separate 11,346-square-foot standalone building proposed for Agape Preschool Academy. The property is located within the City of Fort Pierce and is presently associated with a commercial zoning and future-land-use designation.

The existing Florida Nexus Park tenant mix includes Goodwill, GB Tech, Comcast, Bee Electronics, Bravo Supermarket, Play Money Family Center, Upright Open MRI, uSave LED, Maximus/Florida Children's Health, Justee Medical Nursing College, the Corradino Group, Amazon, and the property management office. Burger King is located adjacent to the property to the west, and Cracker Barrel is located to the north.

The commercial center therefore contains a broad mix of retail, grocery, medical, educational, technology, family-service, family entertainment, office, logistics, and employment-related uses. The Academy would add a family-supporting educational use to an established commercial and employment center within close proximity to new and existing residential clusters within 5 miles of its location.

The standalone building is particularly well suited for the proposed use because it can provide a clearly identifiable and controlled public entrance, dedicated parking areas, a secure outdoor play area, and internal vehicle circulation that can be separated from the principal activities of the larger multi-tenant building.

Florida Nexus Park is strategically located at the northwest corner of Interstate 95 and Okeechobee Road/State Road 70, near Interstate 95 Exit 129, with convenient access to Florida's Turnpike. This regional accessibility makes the property convenient for families living in western Fort Pierce, parents employed within Florida Nexus Park, and caregivers traveling along the Interstate 95, Okeechobee Road, and Turnpike corridors. [1]



SITE LOCATION



Zoning: C-3, General Commercial

FLU: GC, General Commercial

4. Existing Building Improvements and Operational Readiness

The proposed building already contains significant infrastructure that supports its conversion and continued use as a preschool and child care facility. These improvements reduce the amount of major mechanical and plumbing construction that would otherwise be required and demonstrate the property owner's commitment to the long-term improvement of the site.

Ten New Air-Conditioning Units

The property was recently upgraded through the installation of 10 new air-conditioning units serving the proposed facility. This substantial mechanical investment is intended to provide dependable cooling, ventilation, and indoor temperature control for classrooms, administrative areas, indoor activity spaces, and common areas throughout the year.

The availability of multiple new units will allow different occupied areas of the building to be served efficiently based on classroom use and operating schedules. The upgraded system is especially important for an early-learning facility in South Florida, where reliable climate control supports the health, comfort, and safety of young children and staff and provides a dependable indoor environment during periods of excessive heat or inclement weather.

The HVAC equipment will be operated, inspected, and maintained in accordance with applicable mechanical, building, fire, indoor-air-quality, and child care licensing requirements.

Eight Children's Restrooms and Eight Sinks

The facility already contains eight children's restrooms with a total of eight child-height sinks. These existing fixtures provide conveniently located restrooms and handwashing access for the Academy's classrooms and reduce the need for extensive new plumbing construction.

Two of the eight children's restrooms are accessible restrooms designed to provide accessible facilities for both boys and girls. The final architectural plan will identify the location of every children's restroom and sink, the two accessible children's restrooms, required clear floor areas, accessible routes, fixture heights, and the classrooms intended to be served.

The current Florida Department of Children and Families child care facility fact sheet states a general fixture benchmark of at least one toilet and one sink for the first 15 children of licensed capacity and one additional toilet and sink for every additional 30 children. Applying that general benchmark to a proposed capacity of 225 children results in eight toilets and eight sinks. The building's existing inventory of eight children's restrooms and eight sinks therefore corresponds to that general benchmark, subject to final DCF, plumbing, building, and accessibility review. [4]

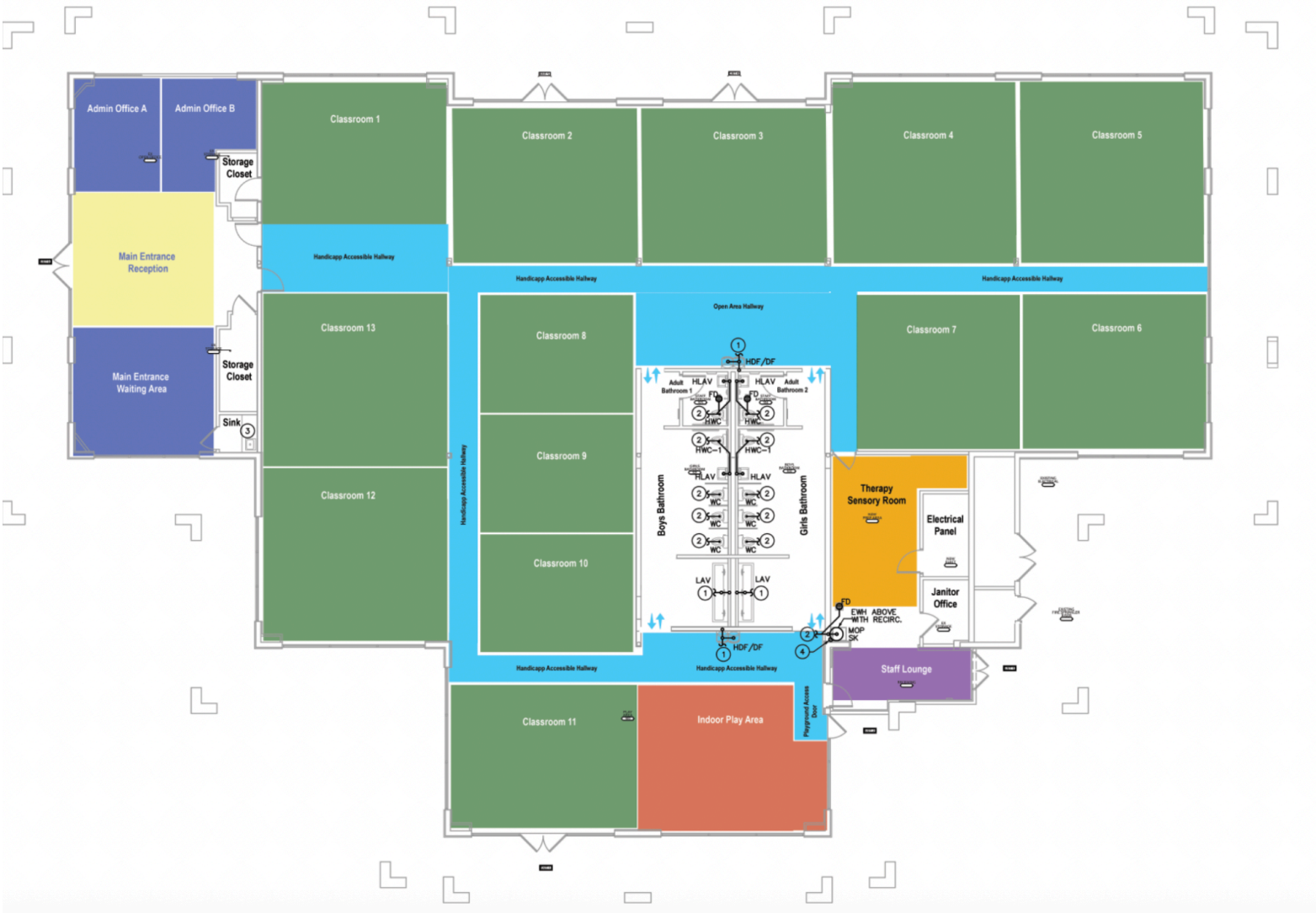
Two Adult Restrooms with Shower Fixtures and Floor Drainage

The facility also includes two adult restrooms for staff members and authorized adults. These restrooms are equipped with handheld or portable showerheads and the required floor drainage installed in accordance with applicable recent code requirements.

The adult restrooms will support staff needs, sanitation procedures, emergency cleanup, and safe facility maintenance. The final architectural and plumbing plans will document the restroom layouts, adult plumbing fixtures, handheld shower fixtures, floor drains, ventilation, accessible features, waterproofing, and code compliance.

The eight children's stalls, eight children's sinks, two accessible children's restrooms, and two adult restrooms collectively demonstrate that the building has already received substantial investments in preparation for occupancy.

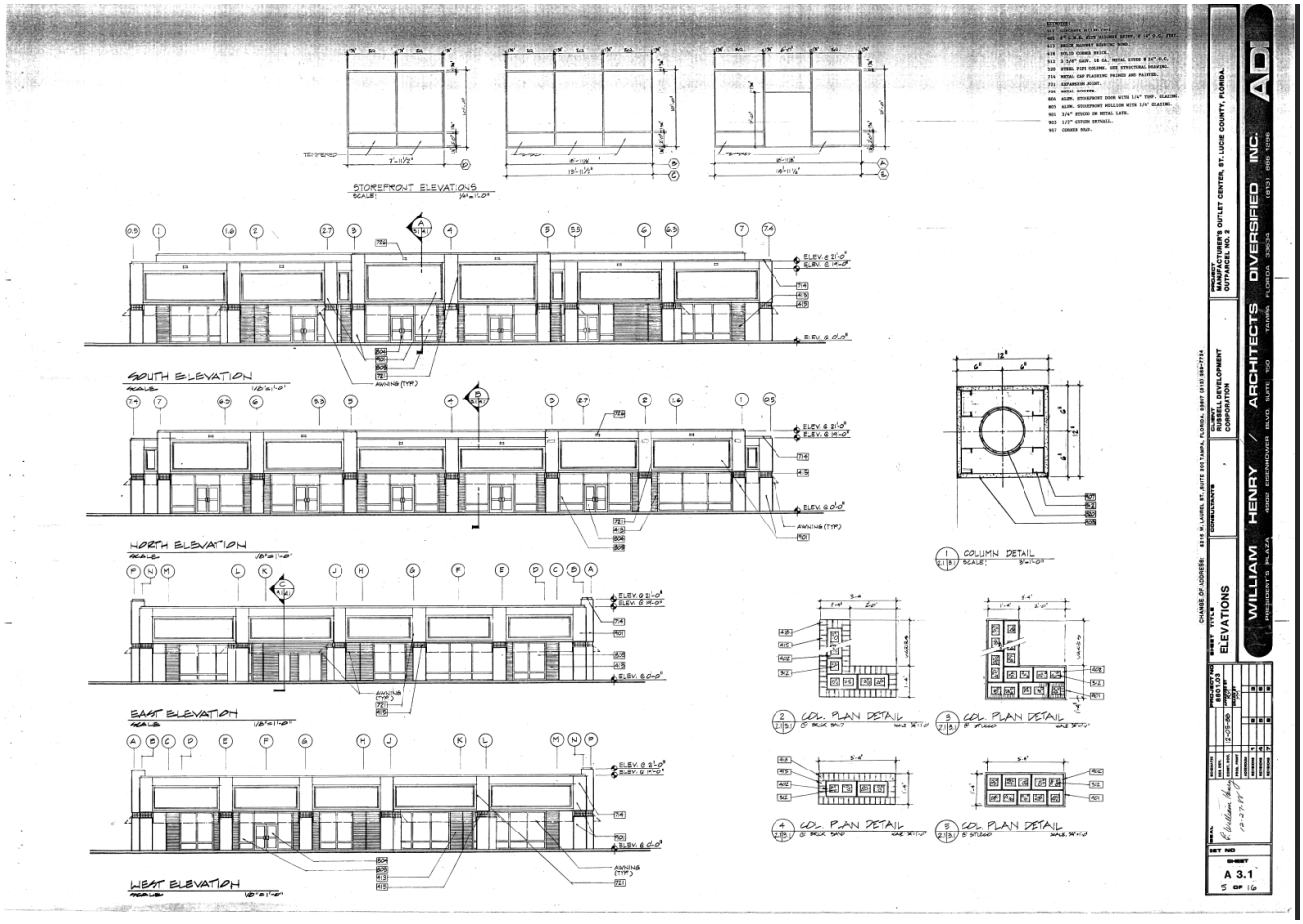
4A. Interior Floor Plan



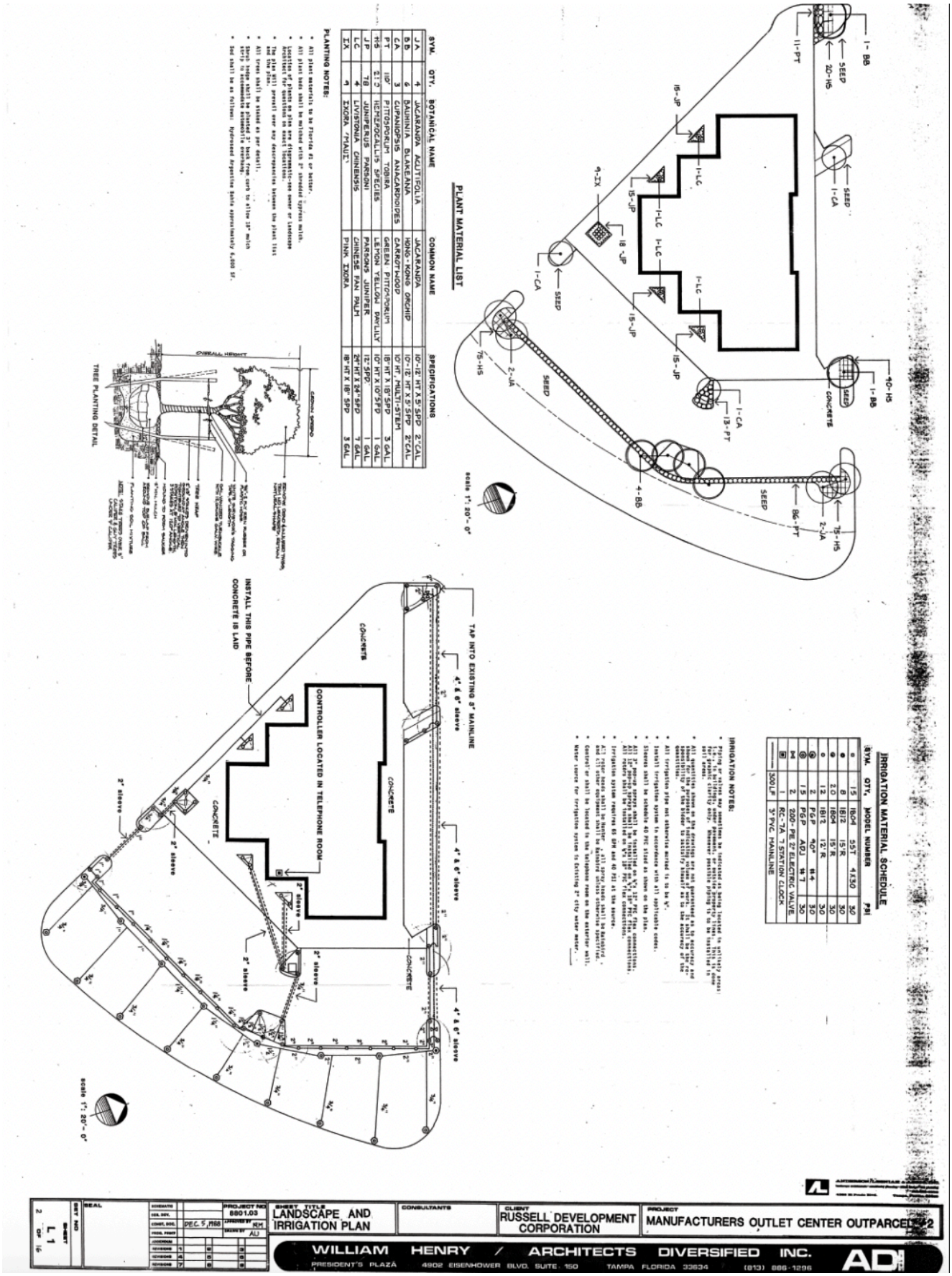
The classrooms are divided by 4.5 ft tall and 8ft wide portable hallway walls. This custom design allows us to adjust the building configuration and maximize class sizes to comply with childcare facility licensing student to teacher to square footage ratio requirements. The dividers are based on ELC and Department of Education standards.



4B. Exterior Elevation Plan



4C. Landscape Plan



5. Community Need and Public Benefit

The proposed Academy would add meaningful early-learning capacity in a rapidly growing county. The U.S. Census Bureau's July 1, 2025 estimate placed St. Lucie County's population at 402,449, representing an increase of approximately 22.2 percent from the April 2020 population base. Approximately 5 percent of the county's population is younger than five years of age, representing roughly 20,100 young children. The county also recorded 4,008 building permits in 2025, further demonstrating continued residential growth. [2]

The Early Learning Coalition of St. Lucie County reports that 2,930 children are enrolled in School Readiness programs alone and provides child care resources and referral assistance to families seeking quality and affordable options. These indicators support the need for additional conveniently located early-learning capacity, particularly in and around the growing western portions of Fort Pierce and St. Lucie County. [3]

The proposed location is positioned to be among the westernmost preschool and child care facilities serving Fort Pierce and western St. Lucie County. Three sizable residential developments are located approximately one to three miles west of the property. Additional homes are located alongside roads beginning less than one mile west of the site and continuing toward the western boundary of St. Lucie County.

Families in this growing area need dependable child care that is convenient to home, employment centers, and major transportation corridors. Agape will provide a location that can reduce travel time for some parents, help families maintain employment, support school and training obligations, and give children access to consistent early education closer to their community.

Agape is not asking the City to approve a use based solely on projected enrollment. The Academy is proposing a permanent family-supporting institution that will help working parents remain in the workforce, increase available early-learning options, prepare young children for kindergarten, and create up to 25 local employment opportunities, as well as support local vendors.

Agape PRESCHOOL ACADEMY 205+ Student Ages 1 thru 4

Top 10 Key Points Supporting the Need for Agape Preschool Academy LLC

1. **The 15-mile service area surrounding Agape Preschool Academy serves approximately 180,000 residents today and is projected to exceed 215,000 residents within the next five years.**
2. **More than 9,500–11,000 children ages 1–5 currently live within the service area, with that number expected to grow to approximately 12,000–13,000 children by 2031.**
3. **St. Lucie County is one of Florida's fastest-growing regions, attracting young families, working professionals, healthcare workers, educators, and skilled tradespeople.**
4. **The population of adults ages 25–44—the primary users of childcare and preschool services—is projected to increase by 25–30% over the next five years.**
5. **An estimated 5,000–7,000 children currently require organized childcare, preschool, VPK, or daycare services within the local market area.**
6. **Current market conditions indicate a projected need for approximately 1,200–2,000 additional childcare seats over the next five years to meet anticipated demand.**
7. **Reliable childcare is essential to workforce participation, enabling parents to maintain employment, pursue career advancement, and contribute to the local economy.**
8. **Access to quality childcare directly supports employee recruitment, retention, attendance, and productivity for local businesses and employers throughout St. Lucie County.**
9. **As residential growth continues throughout Fort Pierce, White City, St. Lucie West, and surrounding communities, childcare infrastructure must expand alongside housing and commercial development.**
10. **Agape Preschool Academy LLC will help address a growing community need by providing safe, licensed, high-quality early childhood education that supports school readiness, strengthens families, and contributes to the long-term economic growth and prosperity of Fort Pierce and St. Lucie County.**



6. Strategic Location and Accessibility

The location provides convenient regional access without requiring parents to enter the interior of a residential neighborhood. Families may approach the property from Okeechobee Road, turn onto Crossroads Parkway, and then turn onto Peters Road. The site's proximity to Interstate 95 and Florida's Turnpike also makes it accessible to parents whose employment or daily travel takes them through western Fort Pierce.

The property is large enough to accommodate a clearly organized circulation pattern, separate parent and staff parking areas, a protected pedestrian route to the entrance, a fenced playground, and emergency access. The standalone building allows the preschool operation to be managed as a distinct use within the larger commercial park.

The Academy's presence may also benefit employees of businesses located within Florida Nexus Park and nearby commercial areas by providing an early-learning option near their workplace. This proximity can reduce uncertainty for working parents and strengthen the ability of local employers to attract and retain employees with young children.

7. Compatibility with Florida Nexus Park and Surrounding Uses

The proposed child care facility is compatible with the established commercial character of Florida Nexus Park and the surrounding area for several reasons.

- The Academy will occupy an existing standalone building and will not require construction of a new primary structure.
- The project will support adaptive reuse and continued private investment in an existing commercial property.
- The Academy will operate primarily during weekday daytime and early-evening hours and will not generate routine late-night activity or overnight occupancy.
- The use will not include industrial operations, hazardous emissions, outdoor entertainment, or amplified outdoor music.
- The Academy will not operate a commercial kitchen or prepare full meals onsite, reducing the potential for restaurant-type cooking odors, grease discharge, or frequent food-service deliveries.
- The outdoor play area will be fenced, screened, supervised, and located within the property rather than within a public right-of-way.
- Outdoor activities will occur only during daytime operating hours and will be scheduled by classroom or age group to control occupancy and noise.
- The use will complement nearby employers and businesses by providing family-supporting infrastructure within an established employment and commercial center.

The Academy will maintain the site in a clean, orderly, and professional manner and will work with the property owner to ensure that its operations do not interfere with neighboring tenants, fire access, loading areas, refuse collection, or the safe circulation of vehicles and pedestrians.

8. Proposed Enrollment, Staffing, and Occupancy

Agape requests authorization for a maximum enrollment of up to 225 children. At full operation, the Academy anticipates having up to 25 staff members on site, including teachers, assistant teachers, administrators, office personnel, support staff, and maintenance or operational personnel. This represents a planned regular operating population of up to 250 students and staff combined.

The total of 250 refers to the regular student-and-staff population and does not treat parents, caregivers, vendors, or visitors as permanent occupants. The project architect and fire and building officials will account for the temporary presence of these persons when determining the final approved occupant load and life-safety requirements.

Enrollment will be phased rather than beginning immediately at the maximum requested capacity. Children will be enrolled only as qualified personnel are hired and classrooms are licensed. Staff schedules may

vary throughout the day based on enrollment, classroom schedules, arrival and dismissal activity, staff breaks, and operational needs.

Agape will maintain sufficient staff to comply with all applicable age-specific child-to-staff ratios, supervision requirements, training obligations, staff-credential requirements, and classroom-capacity restrictions. The final classroom age distribution and enrollment plan will be structured so that the available staff can satisfy all applicable ratios. If a proposed age distribution would require more staff than the approved on-site staffing or building occupancy can support, Agape will reduce enrollment, modify the classroom mix, or otherwise adjust operations.

The Academy may also maintain a pool of qualified substitute or part-time personnel to cover absences, training, breaks, and unexpected staffing needs. All substitutes, contractors, volunteers, and other persons requiring screening or training will satisfy applicable requirements before being permitted to work with or have unsupervised access to children.

9. Hours of Operation and Daily Schedule

Agape proposes the following regular operating schedule:

- Days of operation: Monday through Friday.
- Staff arrival and facility preparation: beginning at approximately 6:30 a.m.
- Child care hours: approximately 7:00 a.m. to 6:30 p.m.
- Primary morning arrival period: approximately 7:00 a.m. to 7:45 a.m.
- Primary afternoon dismissal period: approximately 3:20 p.m. to 3:40 p.m.
- Extended-day dismissal period: approximately 5:30 p.m. to 6:30 p.m.

These time periods may vary by classroom and family need because Agape will provide extended-day care for parents who require additional coverage due to employment, education, or other obligations. As enrollment increases, classroom-specific and staggered arrival or dismissal assignments may be used to distribute traffic and maintain safe, efficient circulation.

Children arriving outside the primary morning period will be checked in individually through the administrative office rather than participating in the principal arrival flow. Agape does not presently propose routine weekend operations, overnight care, late-night programming, or public evening events. Any future activity outside the approved operating hours will be subject to applicable City requirements and conditions of approval.

Because the Academy will serve children from approximately 18 months through five years of age, the extended hours are described as extended-day child care rather than traditional before-school or after-school care for school-age students.

Unless separately reviewed and approved, no school-bus operation or bus-staging area is proposed as part of this application. Children will be released only to a parent, legal guardian, or another properly authorized adult.

10. Parent Arrival, Dismissal, and Internal Circulation

Because of the young age of Agape's students, every parent or authorized caregiver will be required to park, escort the child into the building, and complete the electronic check-in or check-out process through the administrative office. Children will not be dropped off or released from a vehicle standing in a travel lane.

The anticipated primary route is from Okeechobee Road to Crossroads Parkway and then to Peters Road. Once on the property, the proposed internal circulation pattern will direct vehicles around the standalone building through a clearly signed and striped one-way loop.

Parents and authorized caregivers will:

1. Enter the internal drive aisle on the west side of the standalone building.
2. Proceed to the designated short-term parent parking area. See Illustration 2 below.
3. Park and escort the child along the designated pedestrian route to the controlled main entrance.
4. Complete the required electronic check-in or check-out process through the administrative office.
5. Return to the vehicle and continue along the drive aisle east of the building.
6. Exit the site and return to Peters Road without reversing through the principal arrival flow.

The arrival and dismissal procedures will be designed to serve a maximum enrollment of up to 225 children without permitting vehicle queues to extend into Peters Road, Crossroads Parkway, or another public right-of-way. Parents and caregivers will generally be inside the building only for the time necessary to complete the controlled check-in or check-out process.

Agape will implement the following circulation safeguards:

- No child loading, unloading, or vehicle staging within Peters Road, Crossroads Parkway, or another public right-of-way.
- No curbside release of children.
- Clearly marked pedestrian paths from parent parking to the main entrance.
- Staff monitoring of arrival and dismissal during the busiest periods.
- Staggered arrival and dismissal assignments by classroom or age group as enrollment increases.
- Signs and pavement markings directing the one-way circulation pattern.
- Parent orientation and written circulation rules in the family handbook.
- Immediate corrective action for parents who disregard circulation procedures.
- Monitoring of traffic operations during the opening weeks and after significant enrollment increases.
- A written backup plan identifying operational adjustments if internal queuing or congestion occurs.

Agape will coordinate with the property owner and, when required, a qualified traffic professional to demonstrate that parent vehicles can be accommodated internally without affecting Peters Road or the surrounding public roadway system.



ILLUSTRATION 1 - PROPOSED ARRIVAL AND DISMISSAL CIRCULATION

11. Parking Plan

The first row of parking spaces immediately east of the building and closest to the controlled entrance is proposed for short-term parent and visitor parking, including all required accessible spaces. This arrangement will allow parents to park near the entrance, escort their children safely, complete check-in or check-out, and return promptly to their vehicles.

A separate and private double-row parking area at the rear of the building will be identified for employees so that staff vehicles do not occupy the short-term spaces needed for parent turnover. The employee area will be sized and assigned to accommodate up to 25 staff members on site. Parent and employee spaces will be separately labeled and will not overlap.

- Existing total parking available within Florida Nexus Park is over 775 spaces.
- There is sufficient parking available and allocated for existing tenants.
- Parking assigned to the standalone preschool building.
    - Private parking spaces allocated for staff (20 Spaces)
- Number of spaces removed or reconfigured for the playground.
    - Parking spaces allocated for playground conversion (40 Spaces)
- Number of short-term parent and visitor spaces.
    - Parking spaces allocated for short-term parking: 18 total, of which 2 are handicap accessible
- Number and location of accessible spaces and accessible routes.

Agape will ensure that parent and employee parking do not obstruct fire apparatus access, emergency exits, neighboring tenant access, loading areas, refuse collection, required accessible routes, or internal drive aisles.

Sufficient parent parking and internal vehicle capacity will be available for an enrollment of up to 225 children. If monitoring shows that the busiest arrival or dismissal period creates unnecessary congestion, Agape will implement staggered schedules, additional staff supervision, revised parking assignments, or other corrective measures



ILLUSTRATION 2 - PARENT, VISITOR, ACCESSIBLE, AND STAFF PARKING

12. Outdoor Playground and Indoor Gross-Motor/Media Space

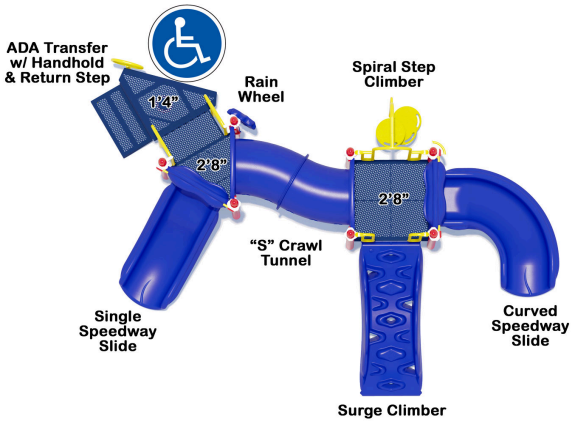
The school is required to provide an outdoor play area. Agape proposes to convert and securely fence approximately 5,500 square feet of the parking area allocated to the standalone building for use as an outdoor playground.

The playground will provide ample allocated space for age-appropriate equipment, impact-attenuating surfacing, outdoor seating, hydration, and shaded activity areas. The goal is to create a safe, secure, and welcoming environment in which children can engage in developmentally appropriate outdoor activity while being protected from vehicle circulation and excessive sun exposure.

The playground plan include or provide for:

- Secure perimeter fencing and controlled, self-latching gates.
- 2 Emergency-access gates are available
- Age-appropriate playground equipment.
- Impact-attenuating ground surfacing.
- Shaded activity areas and outdoor seating.
- Hydration access.
- Appropriate drainage and prevention of standing water.
- Separation from vehicle travel lanes and parking areas.
- Safe pedestrian access between the building and playground.
- Active staff supervision and scheduled inspections and maintenance.





Age Range: 2 to 5 **Fall Height:** 2'8"

Child Capacity: 20 **Use Zone:** 30' x 25'

The playground includes up to 3 shaded areas and open play safe which may include, turf, rubber flooring and or mulch as per industry standards and licensing requirements.



The playground is not intended to accommodate all 225 children at the same time. Children will use the outdoor area in scheduled classroom or age-group rotations. The current DCF child care facility fact sheet states a general outdoor-space benchmark of 45 square feet per child with a minimum outdoor area for one-half of licensed capacity. For a proposed capacity of 225 children, one-half capacity is 112.5 children, and the general benchmark would be approximately 5,063 square feet. A 5,500-square-foot qualifying playground would exceed that general benchmark and could accommodate approximately 122 children at one time at 45 square feet per child, subject to final verification of the usable outdoor area and licensing approval. [4][5]

The final playground schedule will identify the classrooms or age groups using the space, number of children in each group, staff assigned, approximate duration of each session, transition procedures, procedures for severe heat, rain, lightning, or other inclement weather, and the maximum number of children permitted in the playground at one time.

The floor plan will also include an indoor gross-motor, multipurpose, or media center for periods of rain, severe weather, or excessive heat. This indoor area will supplement the outdoor playground but will not be represented as a substitute for required outdoor space unless specifically accepted by the licensing authority.

ILLUSTRATION 3 - PROPOSED 5,500-SQUARE-FOOT PLAYGROUND

13. Indoor Space, Classroom Capacity, and Building Compliance

The requested maximum enrollment is up to 225 children. The final licensed enrollment will be based on qualifying usable floor area rather than the building's gross square footage alone.

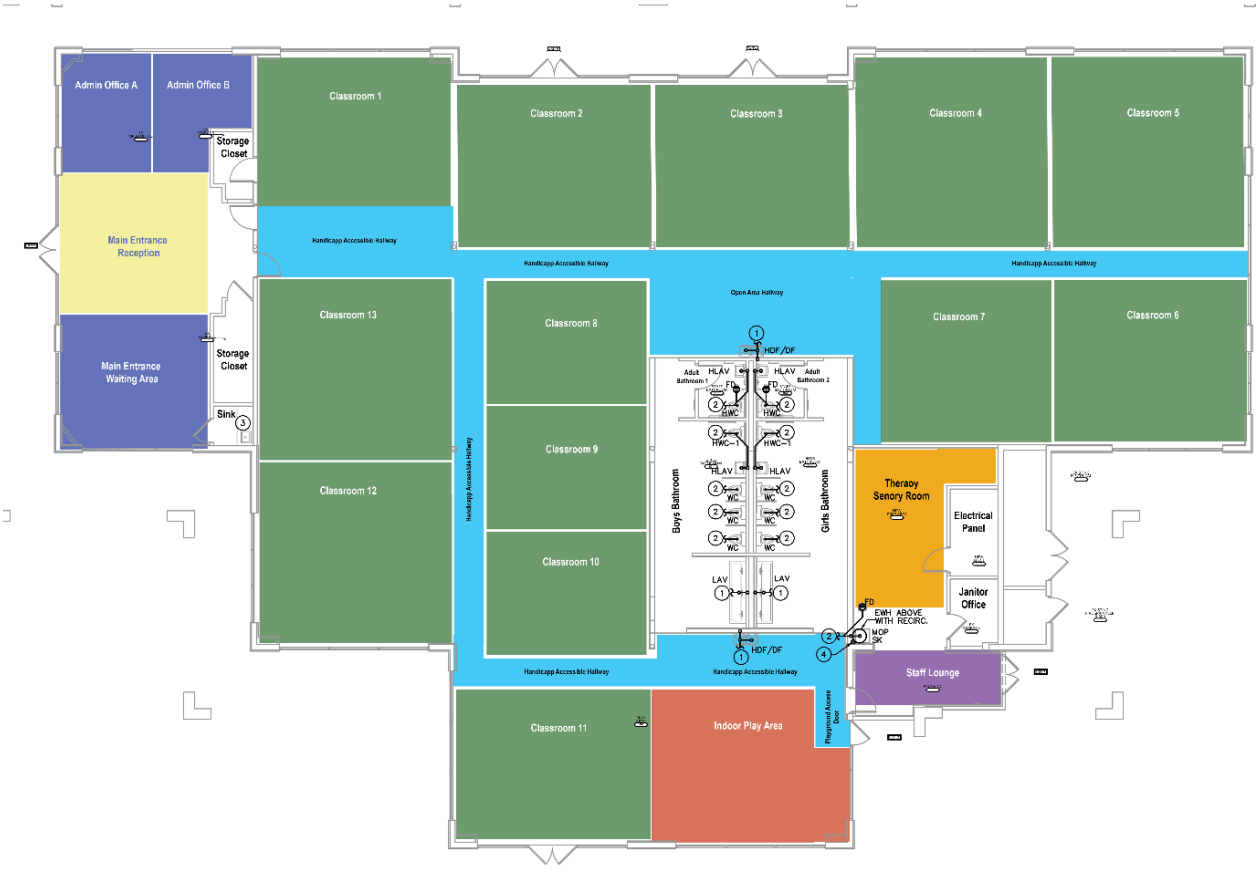
The current DCF fact sheet and section 402.305, Florida Statutes, identify a general standard of 35 square feet of usable indoor floor space per child for a facility that is not operating under the older grandfathered standard. Applying that benchmark to 225 children results in a minimum of 7,875 square feet of qualifying usable indoor space. [4][5]

The project architect and licensing authority will prepare or review a room-by-room calculation identifying:

- Gross building area.
- Qualifying classroom and indoor activity area.
- Administrative offices.
- Children's and adult restrooms and sinks.
- Hallways and circulation areas.
- Storage areas.
- Mechanical and electrical rooms.
- Food and snack preparation areas.
- Indoor play, gross-motor, or multipurpose areas.
- Non-countable areas.
- Classroom ages and capacities.
- Total qualifying usable indoor area.

The building's 11,346-square-foot gross area will not automatically be treated as licensed classroom space. The Academy will enroll up to 225 children only if the verified qualifying indoor area, approved classroom layouts, plumbing fixtures, staffing ratios, fire occupancy, parking, playground schedule, and all other applicable requirements support that enrollment.

If the final verified capacity is lower than 225 children, Agape will limit enrollment to the lower approved number unless and until additional improvements or approvals authorize an increase.



14. Restroom, Hygiene, Sanitation, and Accessibility

Agape will maintain clean, accessible, and appropriately supervised restroom facilities for children and adults. The eight children's restrooms and eight sinks will be incorporated into the classroom plan so that children can access restroom and handwashing facilities without unnecessary travel through administrative or unrelated areas.

Two children's restrooms will provide accessible accommodations for children with disabilities, including facilities available to both boys and girls. The final plan will show accessible routes, required clearances, fixture heights, grab bars or other accessibility features where required, and the relationship between each restroom and the classrooms it serves.

The two new adult restrooms, including handheld or portable showerheads and required floor drainage, will be maintained in accordance with approved plans and applicable health, plumbing, accessibility, and building requirements.

The Academy will maintain written procedures governing:

- Supervision of children using restrooms.
- Handwashing and hygiene.
- Cleaning and disinfection.
- Diapering and toileting assistance.
- Safe storage of cleaning products.
- Response to bodily-fluid incidents.
- Use of adult restrooms and handheld shower fixtures.
- Floor-drain inspection and maintenance.
- Prevention of standing water and slip-and-fall hazards.
- Ventilation and odor control.

- Reporting of plumbing, sanitation, or accessibility concerns.

The final fixture schedule will show all eight children's restrooms, eight children's sinks, two accessible children's restrooms, two adult restrooms, shower fixtures, and floor drains. Supporting permit and inspection documentation will be made available to the City and licensing authorities when required.

15. Food, Snacks, and Future Nutrition Program

During the Academy's initial phase, Agape will not operate a full commercial kitchen or prepare full meals onsite. Parents will provide individually labeled lunch boxes for their children. Agape will provide approved snacks, drinking water, and other appropriate beverages consistent with licensing and nutrition requirements.

The Academy will maintain written procedures addressing refrigeration, food storage, sanitation, choking hazards, allergies, dietary restrictions, medication, emergency treatment, and prevention of food sharing between children with incompatible dietary needs.

After opening and determining eligibility, Agape intends to evaluate participation in the Florida Department of Health's Child Care Food Program. That program reimburses participating child care organizations for qualifying nutritious meals and snacks. Any future meal service will be implemented only after Agape satisfies applicable licensing, kitchen, food-safety, program, and inspection requirements. [7]

16. Safety, Security, and Visitor Management

Agape Preschool Academy will maintain an environment that is safe and secure for students, staff, families, and authorized visitors. The Academy intends to install an integrated security and attendance-management system to track students, staff, and visitors and to support controlled access to the school and property.

The proposed security program will include:

- One controlled public entrance for routine entry, while maintaining all code-required emergency exits.
- Camera coverage of the main entrance and appropriate common and exterior circulation areas, subject to privacy requirements.
- Electronic child attendance, check-in, and check-out records.
- Release of children only to parents, legal guardians, or other authorized adults.
- Visible identification badges for staff and age-appropriate student identification through secure electronic rosters, classroom systems, badges, or other safe methods.
- Controlled access to classrooms and child-occupied areas.
- Door alarms or access-control technology where appropriate.
- Visitor identification and registration at the administrative office.
- Visitor badges and escort requirements.

All visitors will be required to report to the main office before entering classroom or child-occupied areas. Staff assigned to visitor check-in will follow the Academy's adopted Visitor Management System Guidelines and Procedures. Visitor access records will be maintained in accordance with applicable law and privacy requirements.

17. Personnel Screening, Training, and Professional Standards

Agape will comply with all applicable Florida Department of Children and Families child care licensing standards, including background-screening, training, staff-credential, and employment-history requirements. Florida DCF materials identify Level 2 screening, employment-history checks, sexual-predator and sexual-offender registry checks, child-abuse and neglect registry searches when applicable, introductory child care training, annual training, and first-aid and pediatric CPR coverage as important requirements for child care personnel. [4][6]

Agape will not hire or retain an employee, consultant, contractor, volunteer, or vendor whose background, screening status, training, or conduct makes that person ineligible under applicable law or licensing requirements. Screening and eligibility will be confirmed before a person is permitted unsupervised access to children.

The Academy will maintain personnel files documenting screening, training, credentials, continuing education, emergency preparedness, and performance expectations. Staff will receive training before opening and recurring training thereafter on supervision, child guidance, mandated reporting, emergency procedures, visitor management, family communication, and the Academy's policies and procedures.

18. Emergency Preparedness and Response

Agape will maintain written emergency procedures for fire, severe weather, evacuation, shelter-in-place, medical emergencies, missing-child incidents, active threats, family reunification, and other foreseeable emergencies. The Academy will coordinate with local fire, law-enforcement, emergency-management, and medical-response agencies when appropriate.

Agape intends to evaluate and, if feasible and appropriate, implement a mobile emergency or panic-alert system capable of promptly communicating an emergency to 911 and designated staff members. This enhanced safety measure is intended to improve real-time coordination with first responders and will be implemented in a manner consistent with applicable law and available local emergency-service technology.

The Academy will conduct safety and security sweeps of the campus to maximize protection of students and staff. These sweeps will be conducted by administration and a designated School Safety Coordinator at random times during the day and before the beginning of the school day to confirm that exterior doors, gates, fencing, playground areas, and other critical locations are secure and free of hazards.

If an emergency occurs, staff will be instructed to call 911 to report accidents, fire, serious injury, medical emergencies, crimes, or other events requiring an immediate response. The Academy will maintain emergency contact information, parent notification procedures, evacuation and reunification locations, and documentation of emergency incidents and drills.

The school will conduct fire, evacuation, severe-weather, lockdown, and active-threat drills as required or recommended by applicable licensing, fire, and public-safety authorities. Drill dates, times, participation, observations, and corrective actions will be documented and made available for appropriate safety audits or inspections.

The Academy's ownership or governing body will adopt an active-assailant or active-threat response plan. The plan will include, at a minimum, staff expectations for evading or evacuating when safe, taking cover or hiding, communicating with emergency services, protecting children, and using an appropriate last-resort response when necessary to prevent imminent harm. Staff will be trained before opening and at least annually thereafter. Staff-facing emergency quick-reference procedures will be maintained in every classroom and child-occupied space.

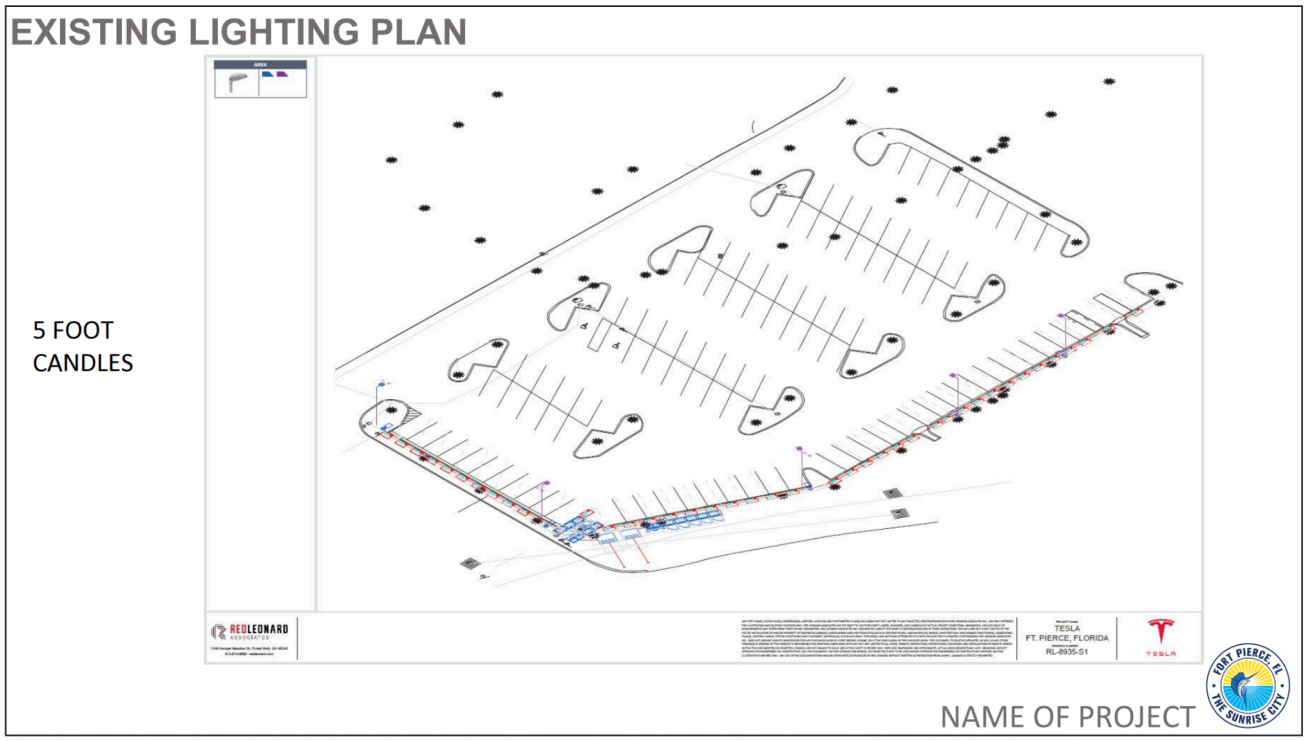
19. Noise, Lighting, Landscaping, and Site Stewardship

The Academy will operate in a manner that protects neighboring tenants and surrounding properties. Outdoor activity will occur only during daytime operating hours and will be supervised and scheduled by classroom or age group. No amplified outdoor music, public-address programming, or routine outdoor evening events are proposed.

The playground fencing, shade, landscaping, and placement will be designed to create a secure child-centered environment and to visually separate the play area from parking and vehicle circulation. Exterior lighting will be directed and maintained to support safety without creating unnecessary glare onto neighboring properties or public roadways.

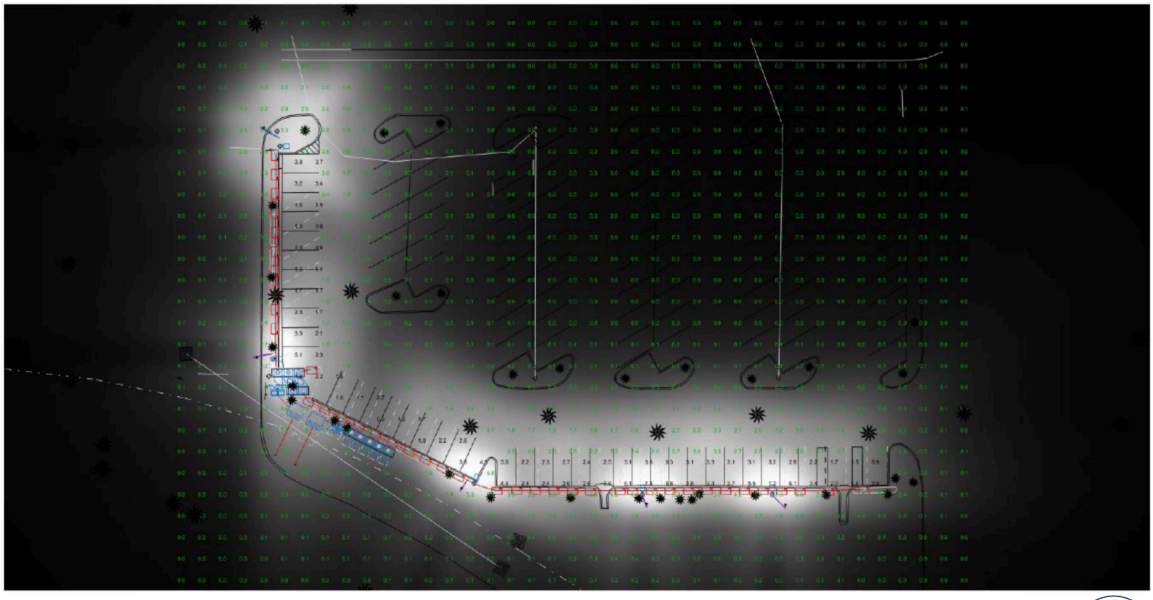
The Academy will maintain the building exterior, playground, landscaping, parking areas assigned to Agape, signs, fences, gates, and pedestrian paths in a clean and professional condition. Waste will be stored and collected in coordination with the property owner so that refuse service does not conflict with arrival and dismissal periods or emergency access.

19A. Lighting Plan



EXISTING LIGHTING PLAN cont'd

5 FOOT
CANDLES



NAME OF PROJECT

20. Economic Development and Community Partnerships

Agape Preschool Academy will provide more than a child care service. It will create a family-centered institution capable of serving up to 225 children, supporting the local workforce, and strengthening the surrounding commercial and employment area.

The project is expected to:

- Create up to 25 teaching, administrative, support, and operational employment opportunities.
- Generate private investment in the renovation and improvement of an existing commercial building.
- Make productive use of an existing 11,346-square-foot standalone building.
- Build upon the property owner's recent investment in 10 new air-conditioning units.
- Utilize and improve eight existing children's restrooms and eight sinks, including two accessible children's restrooms serving boys and girls.
- Utilize two newly constructed adult restrooms with handheld shower fixtures and required floor drainage.
- Add playground, shade, landscaping, lighting, security, signage, and appearance improvements.
- Support local employers by improving access to dependable child care.
- Help parents enter, remain in, or return to the workforce or pursue education and training.
- Prepare children for kindergarten through early literacy, language, mathematics, social-emotional learning, physical development, and age-appropriate play.
- Pursue participation in Voluntary Prekindergarten and School Readiness programs, subject to eligibility and approval.
- Explore partnerships with the Early Learning Coalition, nearby employers, educational institutions, health care providers, family-serving organizations, and local businesses.
- Offer family-engagement activities such as kindergarten-readiness workshops, literacy events, developmental resources, and parent education.
- Participate in appropriate Fort Pierce community events, service initiatives, and local partnerships.

The proximity of medical, educational, technology, and employment-related tenants at Florida Nexus Park creates opportunities for future partnerships, career awareness, family resource events, health and safety education, and local procurement. Agape looks forward to becoming an active and responsible member of the Fort Pierce business and education community.

21. Consistency with City Goals and Conditional Use Considerations

The City of Fort Pierce Comprehensive Plan serves as the City's blueprint for growth, development, preservation, infrastructure, economic development, and community character. The City emphasizes well-managed growth, efficient services, compatibility between future development and existing neighborhoods, and a livable and inclusive community. [8]

The City's strategic planning materials also identify expansion of the local economy and commercial tax base, attraction of businesses that create sustainable jobs, community partnerships, community safety, and investment in the City's image and facilities as important goals. [9]

The proposed use supports those objectives because it will adaptively reuse an existing commercial building, create local jobs, support working families, add early-learning capacity, and improve the appearance, safety, and productivity of an existing commercial property.

Agape believes the proposed use merits approval because:

- The use is compatible with the surrounding property. It will occupy a standalone building within an established commercial center surrounded primarily by commercial, service, restaurant, medical, educational, office, and employment-related activities.
- The use will not create unreasonable operating impacts. It will operate during weekday daytime and early-evening hours, will have no overnight activity, will not initially include a commercial kitchen, and will manage outdoor activity within a fenced and supervised area.

- Traffic can be safely accommodated onsite. Parents will park and escort children into the building, vehicles will use an internal one-way circulation pattern, and no child loading or vehicle staging will occur within a public right-of-way.
- Parking will be documented and protected. Parent, employee, accessible, visitor, and service parking will be separately identified, and the final calculation will account for spaces converted to playground use.
- The building has received significant recent investment, including 10 new air-conditioning units, eight children's restrooms with eight sinks, two accessible children's restrooms, and two new adult restrooms with handheld shower fixtures and floor drainage.
- The requested capacity will be carefully controlled. The maximum of 225 children and 25 staff members is subject to all licensing, usable-space, plumbing, fire, building, parking, staffing, and playground requirements.
- The project will protect health and safety through controlled access, screening, training, sanitation, emergency preparedness, safe circulation, age-appropriate supervision, and code-compliant facilities.
- The project will create a measurable public benefit by adding early-learning capacity, creating jobs, improving an existing commercial property, helping working families, and strengthening kindergarten readiness for Fort Pierce children.

22. Applicant Commitments and Conditions of Approval

Agape Preschool Academy LLC is willing to accept reasonable conditions of approval relating to maximum enrollment, maximum on-site staffing, operating hours, parking, circulation, outdoor-play operations, landscaping, licensing, building occupancy, fire safety, and prevention of vehicle staging within the public right-of-way.

The applicant specifically commits to the following:

- A maximum enrollment of up to 225 children unless a future amendment is approved.
- Up to 25 staff members on site as part of the planned regular operating population, subject to all staffing-ratio and occupancy requirements.
- A regular student-and-staff population not exceeding 250 persons unless additional approvals are obtained.
- No enrollment beyond the lower of the capacities approved by the City, DCF, fire official, building official, plumbing review, parking plan, usable indoor area, or usable outdoor area.
- No child loading, unloading, or vehicle queuing in a public right-of-way.
- Separate short-term parent parking and employee parking for up to 25 staff members.
- A controlled public entrance and documented visitor-management procedures.
- A securely fenced and supervised playground used through scheduled rotations.
- Compliance with all applicable background-screening, training, child-to-staff ratio, first-aid, pediatric CPR, sanitation, building, fire, and child care licensing requirements.
- Ongoing monitoring of arrival, dismissal, parking, security, and playground operations, with corrective action when needed.

23. Conclusion

Agape Preschool Academy LLC respectfully requests approval to establish a licensed preschool and child care facility at 2817 Peters Road with a maximum proposed enrollment of up to 225 children and up to 25 staff members, representing a planned regular operating population of up to 250 students and staff combined.

The proposed use will bring new life and productive activity to an existing standalone commercial building. The property owner has demonstrated a substantial commitment to the facility through the installation of 10 new air-conditioning units and important restroom and plumbing improvements.

The building already contains eight children's restrooms with eight sinks, including two accessible children's restrooms providing accommodations for boys and girls. The facility also includes two newly

constructed adult restrooms equipped with handheld or portable showerheads and code-required floor drainage.

These improvements, together with the proposed classrooms, controlled entrance, security systems, designated parking, managed circulation pattern, fenced playground, shaded outdoor areas, and indoor activity space, will create a safe and welcoming educational environment for Fort Pierce children and families.

Agape will become an active and responsible member of the Fort Pierce community. The Academy will work with local families, employers, businesses, education providers, and community organizations while creating up to 25 employment opportunities and serving as many as 225 young children.

For these reasons, Agape Preschool Academy LLC respectfully requests that the City of Fort Pierce approve the Conditional Use and allow the Academy to proceed with the remaining permitting, construction, inspection, fire-safety, and child care licensing processes.

Thank you for your consideration and for the opportunity to invest in the children, families, workforce, and future of Fort Pierce.

Respectfully submitted,

_____

Joel Borgella
Owner/Authorized Representative, Agape Preschool Academy LLC
772-241-4207
agapepreschoolacademy@gmail.com
Date: _____

_____

Indira Ceville
Owner/Authorized Representative, Agape Preschool Academy LLC
772-241-4207
agapepreschoolacademy@gmail.com
Date: _____

Property Owner Authorization

_____

Nexus Park of ComNet Realty LLC
Harry Zuker,
Manager/Owner, Crossroads Plaza FP I, LLC d/b/a Florida Nexus Park.
Date: _____

APPENDIX A - Source References

The following sources support the demographic, licensing, nutrition, location, and City-planning statements contained in this narrative. Accessed July 21, 2026. Regulatory requirements are subject to change and will be confirmed during permitting and licensing.

[1] Florida Nexus Park - Location
https://floridanexuspark.com/location/

[2] U.S. Census Bureau QuickFacts - St. Lucie County, Florida
https://www.census.gov/quickfacts/fact/table/stluciecountyflorida/PST045225

[3] Early Learning Coalition of St. Lucie County
https://www.elcslc.org/

[4] Florida Department of Children and Families - Child Care Facility Fact Sheet
https://www.myflfamilies.com/documents/29206.pdf

[5] Section 402.305, Florida Statutes - Licensing Standards for Child Care Facilities
https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0402/Sections/0402.305.html

[6] Florida DCF - Child Care Laws and Requirements
https://www.myflfamilies.com/services/child-family/child-care/child-care-laws-and-requirements

[7] Florida Department of Health - Child Care Food Program
https://www.floridahealth.gov/individual-family-health/child-infant-youth/child-care-food-program/

[8] City of Fort Pierce - Comprehensive Plan
https://www.cityoffortpierce.com/1193/Comprehensive-Plan

[9] City of Fort Pierce - Strategic Plan 2025/2030/2040 Executive Summary
https://www.cityoffortpierce.com/DocumentCenter/View/44495/Executive-Summary-2025-2030-2040

[10] City of Fort Pierce - Applications and Forms
https://www.cityoffortpierce.com/1072/Applications-and-Forms

[11] City of Fort Pierce - ASK Planning
https://www.cityoffortpierce.com/1071/ASK-Planning

Property Identification

Site Address:	2765 PETERS RD
Sec/Town/Range:	24/35S/39E
Parcel ID:	**2324-311-0005-000-1**
Jurisdiction:	Fort Pierce
Land Use Code:	1600 - COM SHOP CNT
Account #:	**128079**
Map ID:	23/24S
Zoning:	General Co



Legal Description

24 35 39 COMM NE COR OF SW 1/4 RUN N 89 DEG 41 MIN 32 SEC W 768.20 FT, TH S 00 DEG 18 MIN 28 SEC W 45 FT TO SLY R/W ANDREWS AV AND POB, TH S 89 DEG 41 MIN 32 SEC E ALG SD SLY R/W 683.72 FT TO PC CONC SW, CA 89 DEG 36 MIN 19 SEC, R OF 30 FT, CB S 44 DEG 53 MIN 22 SEC E, TH ALG SD CURVE 46.92 FT TO WLY R/W PETERS RD, TH S 00 DEG 05 MIN 03 SEC E ALG WLY R/W 261.67 FT TO PC CONC WLY, CA OF 26 DEG 42 MIN 20 SEC, R OF 560 FT, CB S 13 DEG 15 MIN 57 SEC W, TH SWLY ALG ARC OF SD CURVE 261.02 FT, TH S 26 DEG 37 MIN 08 SEC W 235 FT TO PC CONC N, CA 77 DEG 16 MIN 03 SEC, R OF 435 FT, CBS 65 DEG 15 MIN 09 SEC W, TH SWLY ALG ARC OF SD CURVE 586.63 FT TO A PT OF REV CURVE CONC SLY, CA OF45 DEG 27 MIN 09 SEC, R OF 515 FT, CB S 81 DEG 09 MIN 36 SEC W, TH NELY ALG ARC OF SD CURVE 408.55 FT TO PT OF CURVE CONC N, CA OF 80 DEG 06 MIN 22 SEC, CB N 81 DEG 30 MIN 48 SEC W, R OF 30 FT, TH ALG ARC OF SD CURVE 41.94 FT TO ELY R/W ENTRY BV AND PT OF CURVE CONC NELY WITH CA 21 DEG 31 MIN 01 SEC, R OF 625 FT, TH NWLY ALG ARC OF SD CURVE 234.71 FT, TH N 19 DEG 56 MIN 35 SEC W 100.87 FT, TH N 70 DEG 04 MIN 02 SEC E 459.41 FT, TH N 25 DEG 04 MIN 02 SEC E 226.43 FT, TH N 00 DEG 18 MIN 28 SEC E 405.04 FT TO POB. BEING PART OF VAC VILLA VISTA S/D AS IN PB 6 PG 27 (18.61 AC) (OR 2851-331)

Total Areas

Finished/Under Air (SF):	158,300
Gross Sketched Area (SF):	174,927
Land Size (acres):	18.61
Land Size (SF):	810,651.6

Map

Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Powered by Esri

Ownership

Crossroads Plaza FP I LLC
5850 Atlantic AVE Ste 101
Delray Beach, FL 33484-8427

Current Values

Just/Market value:	$9,336,100
Assessed value:	$8,916,265
Exemption value:	$0
Taxable value:	$8,916,265

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Links

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this Parcel: Download PDF
File for homestead exemptions.
View associated Tax Map.
Report Homestead Fraud on this parcel.

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jun 16, 2007	2851/0331	XX02	SPWD	Florida Furniture Mart Inc	$11,500,000
Aug 13, 2003	1775/2405	XX02	WD	Russell Development Corp	$4,500,000
Jan 1, 1900	/				$0

Special Features and Yard Items

Type	Qty	Units	Year Blt
CONCRETE LOW	1	17500	1988
SINGLE LIGHT	10	20	1988
CEMENT CURB	1	8700	1988
DOUBLE LIGHT	17	42	1988
ASP2 LOW	1	340000	1988
CEMENT CURB	1	504	1988
CHAINLINK 6'	1	1125	1988
QUAD LIGHT	1	40	1988
SINGLE LIGHT	5	20	2025

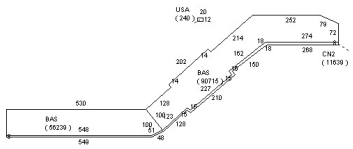
Building Information

(1 of 2)

Finished Area: 146,954 SF

Gross Area: 158,833 SF





Exterior

Building Type:	NSCT
Quality:	Y_D
Number of Units:	12
Year Built:	1988
Effective Year:	1995
Story Height:	1 Story
Roof Structure:	BarJst/Rigid
Roof Cover:	Mod Bitimun
Primary Wall:	CB Stucco

Interior

Bedrooms:	0
Full Baths:	0
Half Baths:	0
A/C %:	100%
Electric:	AVERAGE
Heat Type:	FrcdHotAir
Heat Fuel:	Electric
Heated %:	100%
Primary Int Wall:	Drywall

Secondary Wall:		Primary Floors:	Carpet
View:			

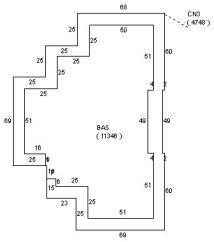
Building Information

(2 of 2)

Finished Area: 11,346 SF

Gross Area: 16,094 SF





Exterior

Building Type:	LROF
Quality:	Y_D
Number of Units:	1
Year Built:	1989
Effective Year:	1995
Story Height:	1 Story
Roof Structure:	BarJst/Rigid
Roof Cover:	Roll Comp
Primary Wall:	CB Stucco
Secondary Wall:	Plate Glass
View:	

Interior

Bedrooms:	0
Full Baths:	0
Half Baths:	0
A/C %:	100%
Electric:	AVERAGE
Heat Type:	FrcdHotAir
Heat Fuel:	Electric
Heated %:	100%
Primary Int Wall:	Drywall
Primary Floors:	Carpet

Values Breakdown

2025

Building	$1,757,100
SFYI	$1,499,100
Land	$6,079,900
Just/Market	$9,336,100

Ag Credit	$0
Save Our Homes or 10% Cap	$419,835
Assessed	$8,916,265
Exemptions	$0
Taxable	$8,916,265

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Description	Amount

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Current Year Special Assessment Breakdown

Start Year	Units	Description	Amount
2013	18.61	North St. Lucie Water Management District	$465.25
2013	263.6	Fort Pierce Stormwater Charge	$18,188.40

This does not necessarily represent the total Special Assessments that could be charged against this property.
The total amount charged for special assessments is reflected on the most current tax statement and information is available with the **SLC Tax Collector's Office**

Permits

Number	Issue Date	Description	Amount	Fees
C46717	Jun 1, 1988	Commercial New Construction	$1,220,400	$1,220,400
C46717	Jun 1, 1988	Commercial New Construction	$1,220,400	$1,220,400

Number	Issue Date	Description	Amount	Fees
C46718	Jun 1, 1988	Commercial New Construction	$439,740	$439,740
C46718	Jun 1, 1988	Commercial New Construction	$439,740	$439,740
C47185	Aug 1, 1988	Sprinkler System	$154,884	$154,884
C47185	Aug 1, 1988	Sprinkler System	$154,884	$154,884
C47419	Oct 1, 1988	Commercial New Construction	$154,884	$154,884
C47419	Oct 1, 1988	Commercial New Construction	$154,884	$154,884
C47776	Nov 10, 1988	Alterations/Remodeling	$3,000	$3,000
C48245	Jan 3, 1989	Alterations/Remodeling	$40,000	$40,000
C48246	Jan 3, 1989	Alterations/Remodeling	$4,000	$4,000
C48248	Jan 3, 1989	Alterations/Remodeling	$2,000	$2,000
C48341	Jan 11, 1989	Alterations/Remodeling	$2,000	$2,000
C48504	Jan 11, 1989	Alterations/Remodeling	$5,000	$5,000
C48373	Jan 12, 1989	Alterations/Remodeling	$2,500	$2,500
C48374	Jan 12, 1989	Alterations/Remodeling	$3,000	$3,000
C48426	Jan 19, 1989	Sprinkler System	$1,376	$1,376
C48551	Feb 1, 1989	Commercial New Construction	$500,000	$500,000
C48551	Feb 1, 1989	Commercial New Construction	$500,000	$500,000
C48550	Feb 3, 1989	Alterations/Remodeling	$3,000	$3,000
C48869	Mar 3, 1989	Alterations/Remodeling	$6,500	$6,500

Number	Issue Date	Description	Amount	Fees
C48849	Mar 10, 1989	Alterations/Remodeling	$20,000	$20,000
C48973	Mar 10, 1989	Alterations/Remodeling	$4,000	$4,000
C48900	Mar 14, 1989	Alterations/Remodeling	$9,000	$9,000
C46293	Apr 5, 1989	Alterations/Remodeling	$5,000	$5,000
C49362	Apr 12, 1989	Alterations/Remodeling	$3,000	$3,000
C49372	Apr 12, 1989	Alterations/Remodeling	$4,000	$4,000
C49446	Apr 18, 1989	Alterations/Remodeling	$8,000	$8,000
C49893	Jun 5, 1989	Alterations/Remodeling	$4,000	$4,000
C49917	Jun 5, 1989	Alterations/Remodeling	$8,000	$8,000
C50651	Sep 6, 1989	Alterations/Remodeling	$100,000	$100,000
C47782	Nov 10, 1989	Alterations/Remodeling	$4,000	$4,000
C53135	Jul 5, 1990	Commercial New Construction	$5,000	$5,000
C53848	Oct 19, 1990	Commercial New Construction	$27,000	$27,000
F91000768	Jun 19, 1991	Alterations/Remodeling	$40,000	$40,000
F92000114	Feb 6, 1992	Commercial New Construction	$5,235	$5,235
F92000178	Feb 18, 1992	Demolition	$500	$500
F92000178A	Feb 25, 1992	Demolition	$2,700	$2,700
F920001082	Sep 14, 1992	Alterations/Remodeling	$37,950	$37,950
C93-04442	Aug 12, 1993	Alterations/Remodeling	$12,000	$12,000
C93-04442	Aug 12, 1993	Alterations/Remodeling	$12,000	$12,000
C93-05454	Oct 8, 1993	Alterations/Remodeling	$20,000	$20,000

Number	Issue Date	Description	Amount	Fees
C93-05454	Oct 8, 1993	Alterations/Remodeling	$20,000	$20,000
C94-00873	Jul 20, 1994	Alterations/Remodeling	$28,000	$28,000
C98-000341	Apr 3, 1998	Alterations/Remodeling	$18,000	$18,000
C98-000456	Apr 17, 1998	Alterations/Remodeling	$2,300	$2,300
DM2002-10	Dec 18, 2002	Demolition	$4,000	$100
CR2003-1	Feb 20, 2003	Alterations/Remodeling	$32,000	$1,263
DI2003-8	Mar 21, 2003	Demolition	$0	$150
CR2003-40	Apr 15, 2003	Alterations/Remodeling	$2,450	$125
CR2003-26	May 20, 2003	Commercial New Construction	$15,000	$550
CR2003-30	May 20, 2003	Alterations/Remodeling	$5,000	$250
CR2003-31	May 20, 2003	Alterations/Remodeling	$5,000	$275
CR200373	Jul 25, 2003	Alterations/Remodeling	$1,000	$75
DI200318	Aug 20, 2003	Demolition	$0	$125
CR200397	Oct 30, 2003	Alterations/Remodeling	$16,400	$429
IC20047	Oct 5, 2004	Alterations/Remodeling	$0	$712
MC2004341	Nov 10, 2004	Air Conditioning Only	$20,880	$225
MC2004397	Dec 30, 2004	Air Conditioning Only	$14,100	$75

Number	Issue Date	Description	Amount	Fees
MC200535	Jan 31, 2005	Air Conditioning Only	$22,710	$225
MC2005188	May 20, 2005	Air Conditioning Only	$14,100	$141
MC2005332	Jul 15, 2005	Air Conditioning Only	$46,680	$375
MC2005301	Jun 14, 2005	Air Conditioning Only	$0	$75
MC2006159	Jul 20, 2006	Air Conditioning Only	$19,000	$150
BP09-156	Feb 4, 2009	Alterations/Remodeling	$75,000	$900
BP10-0268	Feb 11, 2010	Alterations/Remodeling	$24,000	$315
BP10-2345	Nov 30, 2010	Alterations/Remodeling	$100,000	$1,039
BP10-2684	Dec 10, 2010	Electric	$2,250	$155
BP10-2718	Dec 13, 2010	Air Conditioning Only	$27,750	$373
BP10-2750	Dec 20, 2010	Electric	$20,000	$283
BP11-1101	Jul 11, 2011	Alterations/Remodeling	$30,000	$312
BP11-0843	May 5, 2011	Electric	$1,000	$155
BP11-0793	May 3, 2011	Electric	$150	$155
BP12-0164	Feb 8, 2012	Demolition	$20,000	$515
bp11-2746	Mar 9, 2012	Alterations/Remodeling	$750,000	$7,892
BP12-0559	Apr 27, 2012	Chainlink Fence	$21,203	$221
BP12-0421	Apr 4, 2012	Alterations/Remodeling	$1,174,888	$12,207
BP12-0027	Feb 2, 2012	Alterations/Remodeling	$97,500	$1,013
BP12-0271	Feb 16, 2012	Alterations/Remodeling	$8,000	$159
BP12-0749	May 4, 2012	Electric	$38,000	$395

Number	Issue Date	Description	Amount	Fees
BP12-0775	May 14, 2012	Awning/Shutters	$13,382	$140
BP12-0922	Jun 28, 2012	Electric	$90,000	$1,265
BP11-0793	Apr 9, 2012	Electric	$150	$135
BP12-0182	Feb 15, 2012	Electric	$2,200	$155
BP12-0390	Mar 30, 2012	Paving	$5,000	$80
BP12-0526	Mar 26, 2012	Electric	$8,440	$165
BP12-0527	Mar 26, 2012	Electric	$2,800	$178
BP12-0528	Mar 26, 2012	Electric	$975	$155
BP12-1767	Oct 3, 2012	Electric	$1,626	$155
BP13-0148	Jan 17, 2013	Demolition	$20,000	$257
BP13-0087	Feb 6, 2013	Alterations/Remodeling	$500,000	$5,195
BP13-1657	Apr 26, 2013	Electric	$32,400	$478
BP13-2564	Aug 5, 2013	Electric	$11,902	$201
BP13-2565	Aug 5, 2013	Electric	$15,126	$234
BP13-2566	Aug 5, 2013	Electric	$4,386	$155
BP13-3002	Oct 2, 2013	Electric	$2,225	$79
BP16-3363	Dec 29, 2016	Electric	$8,000	$0
BP18-3468	Oct 10, 2018	Electric	$950	$0
BP18-3469	Oct 10, 2018	Electric	$950	$0
BP19-0113	Jan 14, 2019	Electric	$500	$0
BP19-0266	Jan 25, 2019	Air Conditioning Only	$18,226	$0
BP19-0203	Mar 1, 2019	Interior Office Buildout	$210,000	$0

Number	Issue Date	Description	Amount	Fees
BP19-0970	Mar 27, 2019	Electric	$66,800	$0
BP19-1155	Apr 11, 2019	Electric	$1,500	$0
BP19-1768	May 23, 2019	Air Conditioning Only	$10,000	$0
BP19-1550	May 8, 2019	Air Conditioning Only	$40,000	$0
BP19-2083	Jul 17, 2019	Awning/Shutters	$3,298	$0
BP20-0973	May 13, 2020	Plumbing	$260,385	$0
C20-1308	Jun 26, 2020	Air Conditioning Only	$40,000	$0
BP20-1659	Jul 17, 2020	Air Conditioning Only	$42,829	$0
BP20-2406	Aug 26, 2020	Air Conditioning Only	$10,000	$0
BP20-3424	Nov 16, 2020	Interior Office Buildout	$395,000	$0
BP20-3423	Dec 16, 2020	Interior Office Buildout	$150,000	$0
BP22-2554	Aug 10, 2022	Repairs	$483,000	$0
BP23-1332	May 3, 2023	Electric	$80,000	$0
BP23-3686	Sep 18, 2023	Repairs	$15,000	$0
23-4158	Nov 1, 2023	Electric	$43,000	$0
23-4821	Feb 8, 2024	Repairs	$1,400,000	$0
24-1096	Apr 10, 2024	Plumbing	$30,000	$0
24-762	Jun 11, 2024	Repairs	$150,000	$0

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in **Fort Pierce**

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.

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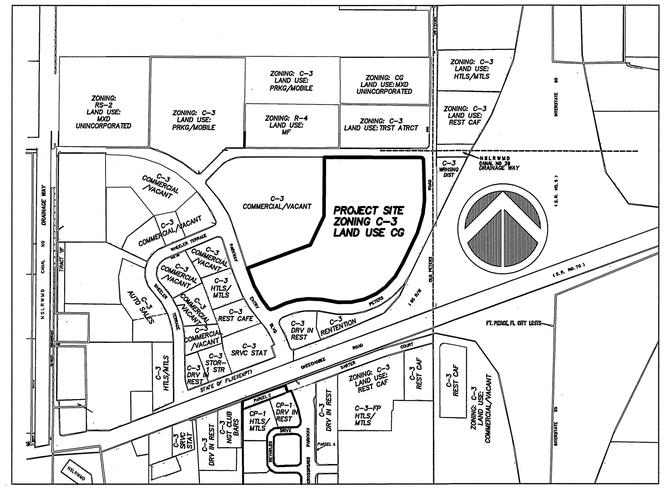
Number	Issue Date	Description	Amount	Fees
CBLDG-2024-00114	Dec 9, 2024	Interior Office Buildout	$300,000	$0
FTC-2026-00403	Apr 16, 2026	Chainlink Fence	$4,950	$0

Sketch of Information of Proposed Site Plan Performed for ComNet Realty

SITE MAP
NOT TO SCALE



LEGAL DESCRIPTION

PARCEL 1

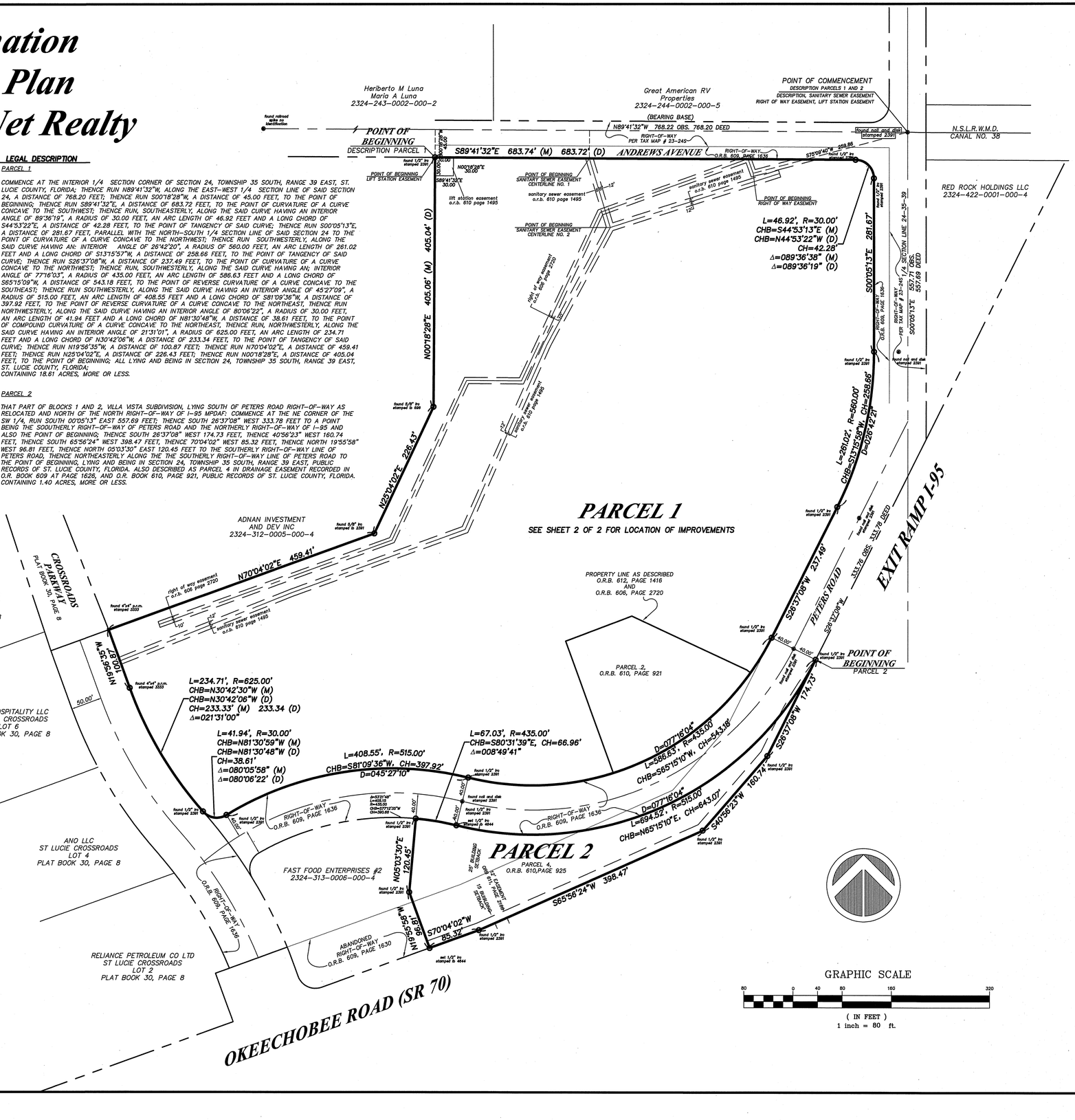
COMMENCE AT THE INTERIOR 1/4 SECTION CORNER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE RUN N89°41'32"W, ALONG THE EAST–WEST 1/4 SECTION LINE OF SAID SECTION 24, A DISTANCE OF 768.20 FEET; THENCE RUN S00°18'28"W, A DISTANCE OF 45.00 FEET, TO THE POINT OF BEGINNING; THENCE RUN S89°41'32"E, A DISTANCE OF 683.72 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN, SOUTHEASTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 89°36'19", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.92 FEET AND A LONG CHORD OF S44°53'22"E, A DISTANCE OF 42.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S00°05'13"E, A DISTANCE OF 281.67 FEET, PARALLEL WITH THE NORTH–SOUTH 1/4 SECTION LINE OF SAID SECTION 24 TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY, ALONG THE SAID CURVE HAVING AN: INTERIOR ANGLE OF 26°42'20", A RADIUS OF 560.00 FEET, AN ARC LENGTH OF 261.02 FEET AND A LONG CHORD OF S13°15'57"W, A DISTANCE OF 258.66 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S26°37'08"W, A DISTANCE OF 237.49 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN, SOUTHWESTERLY, ALONG THE SAID CURVE HAVING AN; INTERIOR ANGLE OF 77°16'03", A RADIUS OF 435.00 FEET, AN ARC LENGTH OF 586.63 FEET AND A LONG CHORD OF S65°15'09"W, A DISTANCE OF 543.18 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 45°27'09", A RADIUS OF 515.00 FEET, AN ARC LENGTH OF 408.55 FEET AND A LONG CHORD OF S81°09'36"W, A DISTANCE OF 397.92 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, THENCE RUN NORTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 80°06'22", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 41.94 FEET AND A LONG CHORD OF N81°30'48"W, A DISTANCE OF 38.61 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, THENCE RUN, NORTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 21°31'01", A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 234.71 FEET AND A LONG CHORD OF N30°42'06"W, A DISTANCE OF 233.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN N19°56'35"W, A DISTANCE OF 100.87 FEET; THENCE RUN N70°04'02"E, A DISTANCE OF 459.41 FEET; THENCE RUN N25°04'02"E, A DISTANCE OF 226.43 FEET; THENCE RUN N00°18'28"E, A DISTANCE OF 405.04 FEET, TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA;
CONTAINING 18.61 ACRES, MORE OR LESS.

PARCEL 2

THAT PART OF BLOCKS 1 AND 2, VILLA VISTA SUBDIVISION, LYING SOUTH OF PETERS ROAD RIGHT–OF–WAY AS RELOCATED AND NORTH OF THE NORTH RIGHT–OF–WAY OF I–95 MPDAR: COMMENCE AT THE NE CORNER OF THE SW 1/4, RUN SOUTH 00°05'13" EAST 557.69 FEET; THENCE SOUTH 26°37'08" WEST 333.78 FEET TO A POINT BEING THE SOOUTHERLY RIGHT–OF–WAY OF PETERS ROAD AND THE NORTHERLY RIGHT–OF–WAY OF I–95 AND ALSO THE POINT OF BEGINNING; THENCE SOUTH 26°37'08" WEST 174.73 FEET, THENCE 40°56'23" WEST 160.74 FEET, THENCE SOUTH 65°56'24" WEST 398.47 FEET, THENCE 70°04'02" WEST 85.32 FEET, THENCE NORTH 19°55'58" WEST 96.81 FEET, THENCE NORTH 05°03'30" EAST 120.45 FEET TO THE SOUTHERLY RIGHT–OF–WAY LINE OF PETERS ROAD, THENCE NORTHEASTERLY ALONG THE THE SOUTHERLY RIGHT–OF–WAY LINE OF PETERS ROAD TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. ALSO DESCRIBED AS PARCEL 4 IN DRAINAGE EASEMENT RECORDED IN O.R. BOOK 609 AT PAGE 1626, AND O.R. BOOK 610, PAGE 921, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
CONTAINING 1.40 ACRES, MORE OR LESS.

GENERAL NOTES:

- SKETCH OF INFORMATION FOR PROPOSED PLAYGROUND AREA
- MASTELLER, MOLER & TAYLOR INC. CERTIFICATE OF AUTHORIZATION L.B. 4644 1855 27TH STREET, SUITE 2, VERO BEACH, FLORIDA 32960 PHONE (772) 564–8050 FAX (772) 794–0647
- HORIZONTAL FEATURE ACCURACY: TOPOGRAPHIC LAND FEATURES (SIGNS, INLETS, VALVES, MAILBOXES, POWER POLES, DRIVEWAYS, CULVERTS AND SIMILAR FEATURES) HAVE A HORIZONTAL FEATURE ACCURACY OF PLUS OR MINUS 0.25 FEET.
- THE BEARING BASE FOR THIS SKETCH IS AS FOLLOWS:
  A) ASSUMED
  B) QUARTER SECTION LINE
  C) THE BEARING BEING N89°41'32"W.
- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS–OF–WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO TITLE OPINION IS EXPRESSED OR IMPLIED.
- THIS SKETCH DOES NOT CERTIFY TO THE EXISTENCE OR LOCATION OF ANY FOUNDATIONS, UTILITIES, UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS EXCEPT AS SHOWN.
- THE PARCEL OF LAND SHOWN HEREON IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP 12111C0167J, DATED FEBRUARY 15, 2012.
- ALL MEASUREMENTS ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE IN ACCORDANCE WITH THE STANDARDS OF THE UNITED STATES.
- BY ACCEPTANCE OF THIS SURVEY THE CLIENT APPROVES THE PLACEMENT AND CONFIGURATION OF THE PROPOSED IMPROVEMENTS AS DEPICTED HEREON.
- MASTELLER, MOLER AND TAYLOR, INC. ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE CONFORMANCE OF SAID PLACEMENT WITH RELATION TO THE LOCAL GOVERNMENTAL REGULATIONS.
- THE SETBACK INFORMATION SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT. MASTELLER, MOLER AND TAYLOR, INC. ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THIS INFORMATION.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER.



GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

DAVID M. TAYLOR No. LS5243 STATE OF FLORIDA REGISTERED SURVEYOR (SEAL)
DAVID TAYLOR P.S.M. 5243

PREPARED FOR
ComNet Realty

REVISION	BY	DATE

Masteller, Moler & Taylor, Inc.
Professional Surveyors and Mappers
Land Surveying Business LB 4644
1855 27th Street, Suite 2, Vero Beach, Florida 32960
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DATE	2/9/2023
SCALE	1"=60'
SHEET NO.	1 OF 2
FILE NO.	5216.SP
DRAWN BY	BMM
APPROVED BY	DMT
DRAWING NAME	5216SP2.dwg

Sketch of Information of Proposed Site Plan Performed for ComNet Realty

ABBREVIATIONS AND SYMBOLS

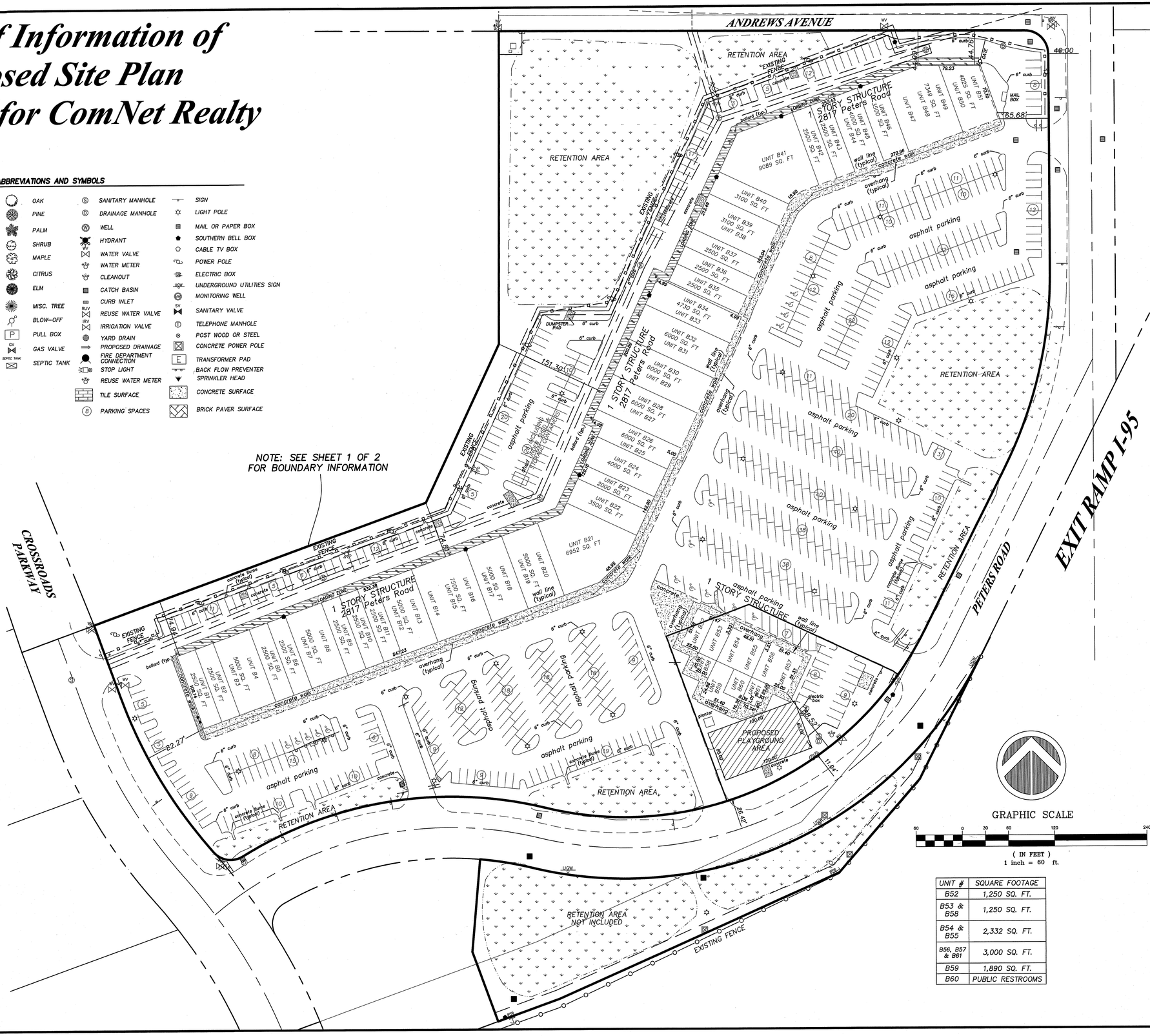
LB	LICENSED BUSINESS
NO.	NUMBER
R/W	RIGHT OF WAY
CM	4X4 CONCRETE MONUMENT
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
FD.	FOUND
O.R.B.	OFFICIAL RECORD BOOK
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
BM	BENCHMARK
F.F.	FINISH FLOOR
ELEV.	ELEVATION
R	RADIUS
Δ	DELTA
L	LENGTH
I.D.	IDENTIFICATION
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
CH.	CHORD
CHB.	CHORD BEARING
(C)	CALCULATED
(M)	MEASURED
(P)	PLAT
(D)	DEED
IR	1/2" IRON ROD
IRC	1/2" IRON ROD AND CAP
IP	3/4" IRON PIPE
EP	EDGE OF PAVEMENT
P.R.D.	PLANNED RESIDENTIAL DEVELOPMENT
N.D.	NAIL & DISK
A/C	AIR CONDITIONING PAD
P/E	SWIMMING POOL EQUIPMENT PAD
P.L.S.	PROFESSIONAL LICENSED SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
R.L.S.	REGISTERED LAND SURVEYOR

OAK, PINE, PALM, SHRUB, MAPLE, CITRUS, ELM, MISC. TREE, BLOW-OFF, PULL BOX (P), GAS VALVE (GV), SEPTIC TANK

SANITARY MANHOLE (S), DRAINAGE MANHOLE (D), WELL (W), HYDRANT, WATER VALVE (WV), WATER METER, CLEANOUT, CATCH BASIN, CURB INLET, REUSE WATER VALVE (RUV), IRRIGATION VALVE (IRV), YARD DRAIN, PROPOSED DRAINAGE, FIRE DEPARTMENT CONNECTION, STOP LIGHT, REUSE WATER METER, TILE SURFACE, (8) PARKING SPACES

SIGN, LIGHT POLE, MAIL OR PAPER BOX, SOUTHERN BELL BOX, CABLE TV BOX, POWER POLE, ELECTRIC BOX, UNDERGROUND UTILITIES SIGN, MONITORING WELL, SANITARY VALVE (SV), TELEPHONE MANHOLE, POST WOOD OR STEEL, CONCRETE POWER POLE, TRANSFORMER PAD (E), BACK FLOW PREVENTER, SPRINKLER HEAD, CONCRETE SURFACE, BRICK PAVER SURFACE

NOTE: SEE SHEET 1 OF 2 FOR BOUNDARY INFORMATION



UNIT #	SQUARE FOOTAGE
B52	1,250 SQ. FT.
B53 & B58	1,250 SQ. FT.
B54 & B55	2,332 SQ. FT.
B56, B57 & B61	3,000 SQ. FT.
B59	1,890 SQ. FT.
B60	PUBLIC RESTROOMS

DAVID TAYLOR P.S.M. #6243

PREPARED FOR
ComNet Realty

BY	REVISION	DATE

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DATE	2/9/2023
SCALE	1"=60'
SHEET NO.	2 OF 2
FILE NO.	5216.SP
DRAWN BY	BMM
APPROVED BY	DMT
DRAWING NAME	5216SP2.dwg

LEASING SITE PLAN 2024



MECHANICAL NOTES

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE SYSTEM IN ACCORDANCE WITH THESE DRAWINGS, THE FLORIDA BUILDING CODE 2023 AND ALL OTHER APPLICABLE STATE, COUNTY AND LOCAL ORDINANCES AND THE LATEST ADDITION OF THE FOLLOWING PUBLICATIONS; SMACNA–85, 92, 95; ASHRAE 15–01, 34–01, 62–04; NFPA 70–02, 72–02, 90A–02, 90B–02, 91–99, 96–01; ANSI Z10.1–98, Z10.3–98, Z21.8–94, Z21.83–98.

2. THE CONTRACTOR SHALL PAY ALL COSTS OF PERMIT, INSPECTIONS AND ALL OTHER COSTS INCIDENTAL TO THE COMPLETION AND TESTING OF THIS WORK.

3. THE CONTRACTOR SHALL VISIT THE SITE AND COORDINATE WORK WITH OTHER TRADES.

4. THE CONTRACTOR SHALL SUPPLY THE ARCHITECT WITH "AS–BUILT" DRAWINGS.

5. CONTRACTOR SHALL SUBMIT, FOR APPROVAL FIVE [5] COPIES OF MANUFACTURER'S DRAWINGS FOR EACH PIECE OF EQUIPMENT AND CONTROLS INCLUDED IN CONTRACT.

6. ALL MATERIAL SHALL BE NEW OF U.S. MANUFACTURER OF GOOD QUALITY. ALL WORK SHALL BE PERFORMED AT INDUSTRY STANDARD QUALITY LEVEL BY CERTIFIED PROFESSIONALS. ALL EQUIPMENT SHALL BE UL OR ETL LISTED.
   ALL INSTALLATIONS SHALL COMPLY WITH FMC 2023, CH. 3, GENERAL REGULATIONS. BUILDINGS LOCATED WITHIN 3,000 FT FROM THE OCEAN SHALL UTILIZE NON–FERROUS MATERIALS FOR ALL OUTDOOR EXPOSED SUPPORTS, STANDS, FASTENERS, ETC.

7. DUCTWORK:
   A. ALL AIR CONDITIONING DUCT WORK SHALL BE OF 1–1/2" (R–6) HEAVY DUTY FOIL REINFORCED FIBERGLASS WITH MANUFACTURER'S LOGO PRINTED ON VAPOR BARRIER
   B. ALL FLEX DUCT SHALL BE RATED CLASS I, UL–181 LISTED WITH METALLIZED INNER AND OUTER FOIL LINERS, MIN. R–6 WITH A MAX. TOTAL LENGTH NOT TO EXCEED 15 FT. FLEXIBLE DUCTWORK ELBOW SUPPORTS AT EACH DIFFUSER, GRILLE, AND REGISTER EQUAL TO "FLEXFLOW ELBOW" AS MANUFACTURED BY "THERMAFLEX".
   C. ALL EXHAUST DUCTS AND OUTSIDE AIR DUCTS SHALL BE GALVANIZED SHEET METAL WITH SEALED SEAMS AND JOINTS. ALL OUTSIDE AIR DUCT SHALL BE INSULATED WITH EXTERNAL BLANKET INSULATION R–6 MIN.
   ALL METAL EXHAUST, MAKE–UP OR OTHERWISE DUCTS INSTALLED IN LOCATIONS WHERE DEWPOINT CONDITIONS CAN OCCUR INSIDE THE DUCT SHALL BE EXTERNALLY INSULATED WITH R–6 MIN.
   THE CONTRACTOR SHALL PROVIDE ALL SHEETMETAL DUCTWORK, HANGERS, AUX. SUPPORT STEEL, ETC.
   ALL METAL DUCTS SHALL BE FABRICATED IN ACCORDANCE WITH LATEST EDITION OF S.M.A.C.N.A.
   SPECIAL NOTE:
   SMACNA DUCT PRESSURE CLASSES BASED ON OPERATING PRESSURE ARE: 1/2", 1", 2", 3", 4", 6", AND 10". EACH DUCT SYSTEM SHALL BE CONSTRUCTED FOR THE SPECIFIC DUCT PRESSURE CLASS SHOWN ON PLANS.
   WHERE NO PRESSURE CLASS IS SPECIFIED FOR CONSTANT VOLUME SYSTEMS, 1" W.G. PRESSURE CLASS IS THE BASIS OF COMPLIANCE WITH THE SMACNA STANDARDS REGARDLESS OF VELOCITY. WHERE NO PRESSURE CLASS IS SPECIFIED FOR VARIABLE VOLUME SYSTEMS, 2" W.G. PRESSURE CLASS IS THE BASIS OF COMPLIANCE WITH THE SMACNA STANDARDS FOR DUCTWORK UPSTREAM OF VAV BOXES.
   ALL DUCTWORK SHALL BE SEALED TO SMACNA "HVAC DUCT CONSTRUCTION STANDARDS" FOR ITS PRESSURE CLASS SEALING METHODS.

9. OUTSIDE AIR INTAKES SHALL BE SCREENED WITH A CORROSION RESISTANT MATERIAL NOT LARGER THAN 1/2" MESH. O/A INTAKES SHALL NOT BE TAKEN FROM A LOCATION CLOSER THAN 10 FT. FROM ANY CHIMNEY, VENT OUTLET OR SANITARY SEWER VENT OUTLET, UNLESS SUCH VENT IS NOT LESS THAN 24 INCHES ABOVE THE OUTSIDE AIR VENT.
   OUTSIDE AIR INTAKE VENTS LOCATED ON ROOFS WILL BE PROPERLY MARKED WITH A UNIVERSAL MARKING "INTAKE", PERMANENTLY ATTACHED PER FMC 2023, SEC. 401.5

10. DUCT SIZES SHOWN ARE INSIDE DIMENSIONS.

11. ALL AIR DEVICES (DIFFUSERS, REGISTERS AND GRILLES) SHALL BE ALL ALUMINUM CONSTRUCTION WITH EXPOSED SURFACE OFF WHITE BAKED ENAMEL FINISH OR AS SPECIFIED BY ARCHITECT. DEVICES SHALL BE AS SPECIFIED OR EQUAL TO TITUS OR METALAIRE. PROVIDE OPPOSED BLADE DAMPERS AT ALL DIFFUSERS AND REGISTERS AS INDICATED ON PLANS. PROVIDE BALANCING DAMPERS FOR ALL SUPPLY AND RETURN DIFFUSERS AND REGISTERS TO ENSURE COMPLAINCE WITH FMC 2023, PAR. 601.5 AND PAR. 603.18 FOR BALANCED AIR FLOW.

12. TEMPERATURE CONTROLS/THERMOSTAT:
   A. SHALL BE COMBINATION COOLING/HEATING, WITH SYSTEM "COOL–AUTO–HEAT–OFF" AND FAN "ON–AUTO" SELECTOR SWITCHES. PROVIDE PROGRAMMABLE TYPE AS RECOMMENDED BY MANUFACTURER, HONEYWELL OR EQUAL. PROVIDE TAMPER PROOF COVERS.

13. THERMOSTAT LOCATION SHALL BE APPROVED BY OWNER AND ENGINEER BEFORE INSTALLATION. INSTALL THERMOSTAT 48" TO 54" A.F.F. PER A.D.A REQUIREMENTS WHERE APPLICABLE. MECHANICAL CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR ALL REQUIREMENTS FOR JUNCTION BOXES, CONDUITS, CONTROL WIRING, POWER, ETC. AND DEFINE RESPONSIBILITIES AND SCOPE OF WORK FOR EACH TRADE PRIOR TO ANY PURCHASING OR INSTALLATION.
   WHENEVER THERE ARE MORE THAN ONE SENSOR OR THERMOSTAT, SIDE BY SIDE, THEY SHALL BE GANGED TOGETHER WITHIN THE SAME COVER PLATE WHEREVER POSSIBLE.
   CONTRACTOR SHALL COORDINATE THIS ISSUE WITH ARCHITECT/OWNER PRIOR TO INSTALLATION AND SHALL BRING ANY DISCREPANCY TO THE ENGINEER'S ATTENTION.

14. REFRIGERANT LINES SHALL BE COPPER, TYPE "L" HARD DRAWN WITH WROUGHT COPPER BRAZING–JOINT TYPE FITTINGS, USE BRAZING MATERIALS FOR HIGH PRESSURE PIPING PER AWS A5.8: BCuP SERIES COPPER–PHOSPHORUS ALLOY OR BAg1 SILVER ALLOY.
   REFRIGERANT LINES SHALL BE SIZED PER MANUFACTURER'S RECOMMENDATIONS.
   SOFT COPPER TYPE "M" SHALL BE ALLOWED FOR RISER PIPING INSIDE CHASE TO LIMIT NUMBER OF JOINTS. COORDINATE WITH ENGINEER FOR PRIOR APPROVAL.
   ALL EXPOSED INSULATION SHALL BE PROTECTED WITH UV RESISTANT PAINT OR ALUMIN. SHIELD.

15. ARMAFLEX INSULATION SHALL BE USED FOR SUCTION LINES (1/2" FOR ABOVE 40° F AND 1" FOR BELOW 40° F) PER FLORIDA ENERGY CODE TABLE 4–11 FOR PIPING INSULATION. FILTER/DRYER AND SIGHT GLASS SHALL BE PROVIDED AT LIQUID LINES.

16. ALL BRANCH TAKE–OFFS TO BE PROVIDED W/ MANUAL VOLUME DAMPERS. PROVIDE RADIUS ELBOWS WHERE FEASIBLE, SQUARE ELBOWS AND TEE'S SHALL BE FURNISHED W/SINGLE FOIL TURNING VANES. PROVIDE MANUAL VOLUME DAMPERS WITH EXTRACTOR AT ALL FLEX TAKE–OFFS. PROVIDE REMOTE, CABLE OPERATED VOLUME DAMPERS IN INACCESIBLE AND HARD CEILING AREAS, "YOUNG REGULATOR" OR EQUAL.

17. PROVIDE NEW FILTERS FOR ALL AIR CONDITIONING EQUIPMENT BEFORE START–UP, REPLACE PRIOR TO FINAL ACCEPTANCE BY OWNER.

18. PROVIDE SMOKE DETECTORS WITH SERVICE ACCESS DOORS IN ALL SUPPLY AIR DUCTS FOR FANS AND AHU'S SERVING A COMMON PLENUM OF 2000 CFM OR ABOVE.
   FOR SMOKE DETECTORS NOT VISIBLE, IN CONCEALED SPACES, PROVIDE REMOTE ANNUNCIATION/TEST STATION AS REQUIRED BY AUTHORITY HAVING JURISDICTION, COORDINATE PRIOR TO INSTALLATION. DETECTORS SHALL BE BY ONE MANUFACTURER, COORDINATE VOLTAGE ETC. WITH ELECTRICAL CONTRACTOR AND FIRE ALARM SYSTEM BEFORE ORDERING. UPON DETECTION, SMOKE DETECTORS SHUT DOWN ASSOCIATED AIR MOVING EQUIPMENT AND ALL AIR MOVING EQUIPMENT SERVING THAT COMMON PLENUM.

19. PROVIDE TYPE "B" DYNAMIC FIRE DAMPERS WITH SERVICE ACCESS DOORS IN ALL DUCTS AND OPENINGS PENETRATING FIRE RATED WALLS, MECHANICAL AND ELECTRICAL EQUIPMENT ROOMS, TENANT SEPARATION, PARTITIONS, FLOOR OR ROOF SLABS AND AT OUTSIDE AIR INTAKES AS REQUIRED. PROVIDE RADIATION DAMPERS IN RATED CEILINGS FOR ALL CEILING OPENINGS, CEILING FANS, DIFFUSERS OR GRILLES RATED FOR USE IN THE CEILING ASSEMBLY.
   PROVIDE LOW–LEAKAGE CLASS DAMPERS FOR ALL SITUATIONS WHERE THE AIRFLOW CFM HAS TO BE CONTROLLED. VERIFY AND REPLACE AS REQUIRED FOR EXISTING SYSTEMS.

20. HVAC CONTRACTOR SHALL PROVIDE A T & B REPORT PER F.B.C. 2023, CH. C408.2.2 (THE T & B REPORT SHALL BE INDEPENDENT FOR SYSTEMS OVER 15 TONS)
   FOR ALL MECHANICAL EQUIPMENT, AIR DEVICES, DAMPERS, AHU'S AND FANS.
   THE TEST AND BALANCE REPORT SHALL BE IN ACCORDANCE WITH THE AIR BALANCE COUNCIL STANDARDS AND SHALL INCLUDE AIR QUANTITIES FOR ALL SUPPLY GRILLES, RETURN GRILLES AND EXHAUST GRILLES AND THE LEAVING AND ENTERING AIR TEMPERATURE (T) FROM SUPPLY GRILLES AND EVAPORATORS.
   FOR (EXISTING) SMOKE EVACUATION SYSTEMS HVAC CONTRACTOR SHALL PROVIDE A T & B REPORT PRIOR TO ANY NEW WORK, PROVING THAT THE SMOKE EVACUATION SYSTEM PERFORMS PER ORIGINAL DESIGN DOCUMENTS AND IS COMPLIANT WITH LOCAL CODE REQUIREMENTS.

21. RUN INSULATED FIRE RATED CONDENSATE DRAINS AS REQUIRED.

22. ALL INSULATION WILL HAVE FIRE/SMOKE RATING LESS THAN 25/50.

23. MECHANICAL EQUIPMENT ON ROOF OR ELEVATED STRUCTURES SHALL COMPLY WITH FBC 2023 PAR. 306.5 IF INSTALLED HIGHER THAN 16 FEET A.F.F.
   MECHANICAL EQUIPMENT INSTALLED IN ATTICS SHALL MEET THE REQUIREMENTS OF FBC–ENERGY 2023 PAR. C403.2.7.6 IF THE EQUIPMENT CAN NOT BE SERVICED/REMOVED THROUGH REQUIRED OPENING.
   MECHANICAL EQUIPMENT SHALL BE PROTECTED WITH MECHANICAL BARRIERS IF EXPOSED TO MECH. DAMAGE. ALL EQUIPMENT SHALL BE INSTALLED ON 6" CONCRETE PAD AT GRADE LEVEL .
   NOTE: AIR HANDLING UNITS ARE NOT ALLOWED IN COMMERCIAL ATTICS.
   SPECIAL NOTE:
   ALL WIND LOAD AND OTHER COMPLIANCE CALCULATIONS AND/OR INSTALLATION DETAILS FOR ROOF MOUNTED EQUIPMENT AS REQUIRED BY FBC 2023, SEC. 1509, 1522 AND CHAPTER 16, SHALL BE PROVIDED BY STRUCTURAL ENGINEER/ARCHITECT.

24. PROVIDE A MIN. OF 36" CLEARANCE IN FRONT OF ALL 120–208 VOLT PANELS AND MIN. 42" CLEARANCE IN FRONT OF ANY 240–480 VOLT PANEL. PROVIDE ADEQUATE SIDE CLEARANCE PER NEC.

25. MECHANICAL PLANS IN GENERAL, ARE DIAGRAMMATIC IN NATURE, AND ARE TO BE READ IN CONJUNCTION WITH ARCHITECTURAL, PLUMBING, ELECTRICAL, FIRE SPRINKLER, AND STRUCTURAL PLANS AND SHALL BE CONSIDERED AS ONE SET OF DOCUMENTS.
   DUCT AND PIPING OFFSETS, BENDS AND TRANSITIONS SHALL BE REQUIRED TO PROVIDE AND INSTALL A COMPLETE FUNCTIONAL SYSTEM AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. CHANGES IN DUCTWORK SIZE AND ROUTE WILL BE REQUIRED TO AVOID STRUCTURAL, PLUMBING, FIRE SPRINKLER AND ARCHITECTURAL BUILDING FEATURES. DUCTWORK CHANGES MAY BE MADE BY CONTRACTOR USING EQUIVALENT SIZED DUCT. CONTACT ENGINEER IF DUCT AREA WILL NOT FIT.

26. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING, ORDERING, FABRICATION OR INSTALLATION OF MATERIALS OR EQUIPMENT, IN ORDER TO PROVIDE A FULLY INTEGRATED MECHANICAL AND CONTROLS SYSTEMS WITH THE EXISTING ONES. ANY DISCREPANCY BETWEEN EXISTING CONDITIONS AND PLANS, OR ADDITIONAL CLARIFICATION REQ'D SHALL BE BROUGHT TO THE ATTENTION OF ENGINEER PRIOR TO FINAL BIDDING AND WORK.

27. NO COMBUSTIBLE MATERIALS ARE ALLOWED IN RETURN AIR PLENUMS OR ABOVE CEILINGS USED AS RETURN AIR PLENUM. IF SPACE WITH RETURN AIR PLENUM HAS ANY DECK TO DECK PARTITIONS, AIR TRANSFER DUCTS MUST BE INSTALLED.
   WHEN CPVC PIPING IS USED FOR FIRE SPRINKLER SYSTEMS, THE R/A GRILLES LAYOUT SHALL BE (FIELD) COORDINATED WITH SUCH PIPING SO THAT NO PORTION OF THE GRILLES WILL BE DIRECTLY BELOW THE CPVC PIPING.

28. CONDENSATE DRAIN PIPING TO BE AS SPECIFIED PER PLUMBING PLANS, IF NOT SPECIFIED TO BE TYPE "L" COPPER OR PVC WHERE ALLOWED BY CODE WITH 1/2" ARMAFLEX INSULATION. PROVIDE APPROVED WATER LEVEL DETECTOR OR FLOAT SWITCH TO AUTOMATICALLY SHUT DOWN THE AIR COND. UNIT, AS A SECONDARY DRAIN SYSTEM TO COMPLY WITH FMC 2023, SEC. 307
   SUPPLY CONDENSATE PUMP WHERE NECESSARY AS IMPOSED BY FIELD CONDITIONS OR INSTALLATION CHANGES AND PIPE TO CONDENSATE DRAIN PER PLUMBING PLANS.

29. MANUFACTURER'S WARRANTY: CONTRACTOR SHALL PROVIDE WARRANTY FOR A PERIOD OF (1) ONE YEAR AFTER BUILDING C.O. FOR ALL MECHANICAL SYSTEMS, DUCTWORK, CONTROLS ACCESSORIES AND ALL OTHER EQUIPMENT, PARTS AND LABOR UNDER THESE DRAWINGS AND AND SPECIFICATIONS. CONTRACTOR SHALL PROVIDE WARRANTY FOR COMPRESSORS FOR (5) FIVE YEARS. ANY REPAIRS REQUIRING SYSTEM SHUTDOWN WILL BE DONE DURING NON–OPERATIONAL PERIODS OR AS AGREED WITH OWNER.

30. ON PROJECT SPECIFIED WITH EQUIPMENT UTILIZING HOT GAS REHEAT AND/OR DEHUMIDIFICATION; CONTRACTOR SHALL PROVIDE FACTORY STARTUP OF EQUIPMENT WITHIN THEIR BID. STARTUP REPORT DOCUMENT TO BE PROVIDED TO ENGINEER FOR REVIEW.

HVAC CONTRACTOR TO VERIFY OPERATION OF EXISTING AC UNITS. CONTRACTOR TO CLEAN EVAPORATOR AND CONDENSER COIL. CHECK CONDENSATE DRAIN PAN AND CONDENSATE DRAIN LINE. SUPPLY TO THE OWNER / ENGINEER A WRITTEN REPORT ON THE OPERATING CONDITION OF THE UNIT. REPORT TO INCLUDE:

1. SUCTION AND DISCHARGE REFRIGERANT PRESSURE.
2. CONDENSING TEMPERATURE, EVAPORATOR TEMPERATURE, AND SUPERHEAT.
3. ENTERING AIR TEMP, DISCHARGE AIR TEMP, AND AMBIENT AIR TEMPERATURE AND TOTAL CFM.
4. SUPPLY VOLTAGE.
5. COMPRESSOR – FULL LOAD AMPS, VERIFY 1ø OR 3ø.
   CONDENSER FAN MOTOR – FULL LOAD AMPS, VERIFY 1ø OR 3ø.
   EVAPORATOR FAN MOTOR – FULL LOAD AMPS, VERIFY 1ø OR 3ø.
6. CHECK ELECTRICAL CONNECTIONS ON ALL CONTACTORS AND OTHER ELECTRICAL COMPONENTS.
7. VERIFY DISCONNECT SIZES AND FUSES.
8. CONTRACTOR TO RESEAL ALL DUCT WORK AND REPAIR LEAKING DUCT PER SMACNA STANDARDS.

IF UNIT IS LOW ON REFRIGERANT, CONTRACTOR SHALL LEAK CHECK UNIT. REPORT ANY PHYSICAL DAMAGE TO UNIT. SUPPLY NEW FILTERS.

SPECIAL NOTE TO HVAC CONTRACTOR

NOT TO SCALE

MECHANICAL SHEET INDEX

M0.1	MECHANICAL NOTES, LEGEND & INDEX
M2.1	MECHANICAL FLOOR PLAN
M6.1	MECHANICAL SCHEDULES

MECHANICAL LEGEND

- SUPPLY AIR CEILING DIFFUSER
- RETURN AIR CEILING GRILLE
- WALL LOUVER / WALL DIFFUSER.
- LINEAR DIFFUSER
- MANUAL VOLUME CONTROL DAMPER
- MD — MOTORIZED DAMPER
- FD — FIRE DAMPER
- REDUCER OR INCREASER
- FLEX DUCT
- EXISTING FLEX DUCT
- EXISTING DUCTWORK
- UP — SUPPLY & OUTSIDE AIR SECTION (UP)
- DN — SUPPLY & OUTSIDE AIR SECTION (DN)
- UP — RETURN OR EXHAUST DUCT SECTION (UP)
- DN — RETURN OR EXHAUST DUCT SECTION (DN)
- ROUND UP
- SHOE TAP DAMPER
- ROOFTOP UNIT
- SOLENOID VALVE.
- RE — RELOCATE

- EF — CEILING OR INLINE EXHAUST FAN
- STANDARD SINGLE DUCT VVT BOX (3'0" SERVICE CLEARANCE)
- T — THERMOSTAT
- H — HUMIDISTAT
- R — REFRIGERANT SENSOR
- SP — STATIC PRESSURE SENSOR
- DD — DUCT SMOKE DETECTOR
- AP – ACCESS PANEL
- AD – ACCESS DOOR
- VCD — VOLUME CONTROL DAMPER
- MOD — MANUALLY OPERATED DAMPER
- TAG CFM — SUPPLY AIR DIFFUSER OR GRILLE DESIGNATION
- TAG CFM — RETURN/EXHAUST AIR DIFFUSER OR GRILLE DESIGNATION
- VARIABLE FREQ. DRIVE CONTROL PANEL
- SUPPLY AIR
- RETURN AIR
- U/C — DOOR UNDER CUT
- TAG - ø — EQUIPMENT TAG
  - OARTU– OUTSIDE AIR ROOF TOP UNIT
  - RTU– ROOF TOP UNIT
  - VAV– VARIABLE VOLUME BOX
  - EF – EXHAUST FAN

NOT ALL SYMBOLS MAY APPLY TO THESE PLANS

HVAC ABBREVIATION LEGEND

AC	AIR CONDITIONING
AFF	ABOVE FINISH FLOOR
BDD	BACK DRAFT DAMPER
CD	CONDENSATE DRAIN
COP	COEFFICIENT OF PERFORMANCE
DB	DRY BULB
DIA.	DIAMETER
E	EXISTING TO REMAIN
EER	ENERGY EFFICIENCY RATIO
EDH	ELECTRIC DUCT HEATER
EF	EXHAUST FAN
ESP	EXTERNAL STATIC PRESSURE
F	FILTER
FD	FIRE DAMPER
FLA	FULL LOAD AMPS.
FMS	FLOW MEASURING STATION
IPLV	INTEGRATED PART–LOAD VALUE.
MCA	MINIMUM CIRCUIT AMPS (FOR WIRE SIZING)
MOD	MANUALLY OPERATED DAMPER
MOCP	MAXIMUM OVERCURRENT PROTECTION DEVICE AMPS
NC	NOISE CRITERIA
O/A	OUTSIDE AIR
OBD	OPOSITE BLADE DAMPER
PD	PRESSURE DROP.
R	EXISTING TO BE RELOCATED
R/A	RETURN AIR
RLA	RATED LOAD AMPS.
SEER	STANDARD ENERGY EFFICIENCY RATIO
TSP	TOTAL STATIC PRESSURE
VD	VOLUME CONTROL DAMPER
VFD	VARIABLE FRECUENCY DRIVE
WB	WET BULB

NOTE: NOT ALL SYMBOLS MAY APPLY TO THESE PLAN.

ISSUED FOR PERMIT ONLY 02-13-24
NOT FOR PRICING OR CONSTRUCITON

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PROJECT MANAGER: JOHN MAYR

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PROJECT

AGAPE PRESCHOOL ACADEMY LLC

2817 PETERS ROAD
FORT PIERCE
FLORIDA 34945

ARCHITECT'S SEAL

MARK BORG AR101027

ENGINEER'S SEAL

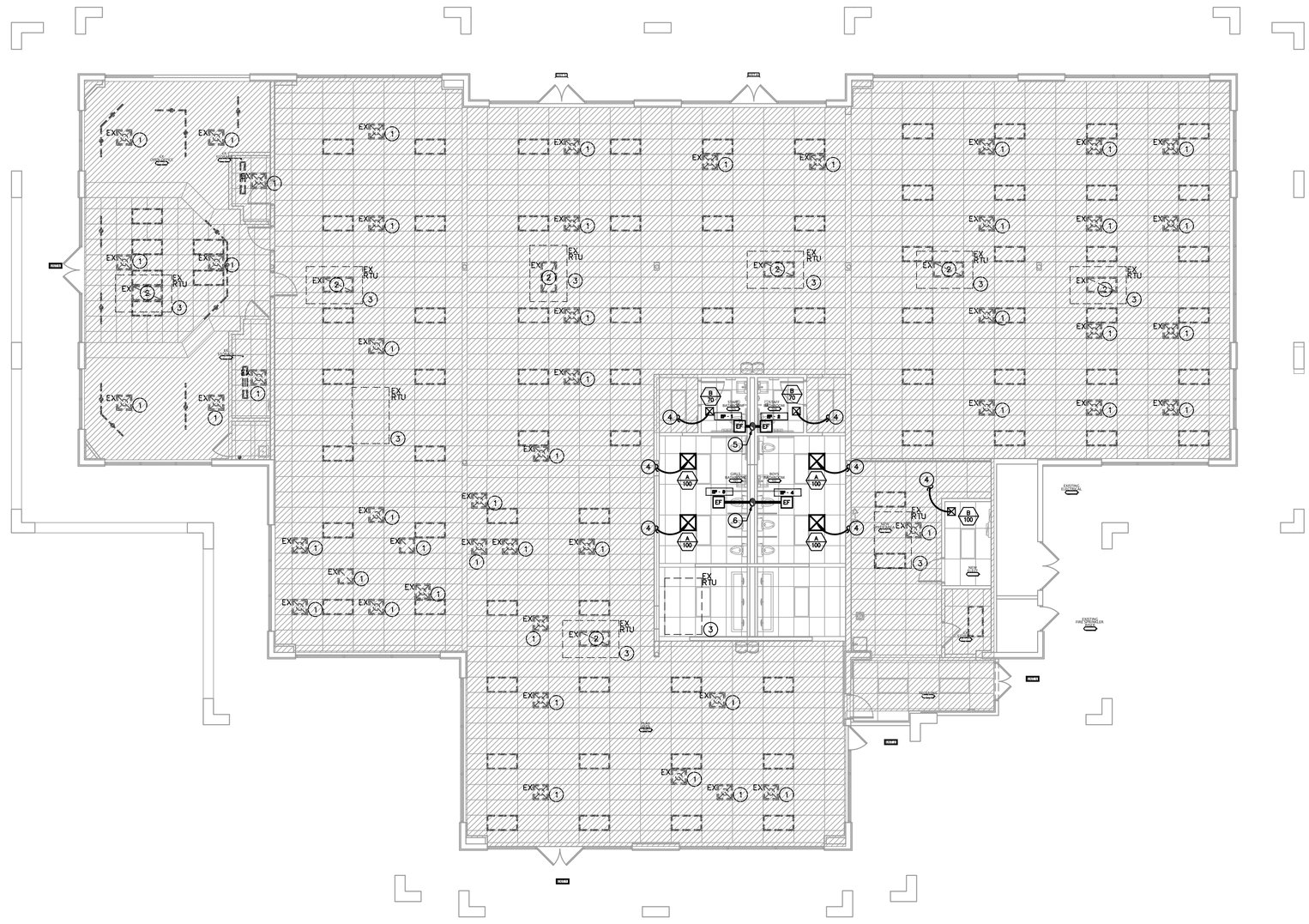
ARCHITECT	ARCHITEK DESIGN STUDIO
MEP ENGINEER	KAMM ENGINEERING
STRUCTURAL	
M.C.	

PROJECT NO:	2024.02
DRAWN BY:	SV
CHECKED BY:	MB / SV

05		
04	05.15.2024	CONDITIONAL USE
03	02.13.2024	PERMIT
02	01.25.2024	CLIENT / LL REVIEW
01	01.03.2024	PRELIMINARY REVIEW

MECHANICAL NOTES

M0.1



MECHANICAL PLAN
1/8"=1'-0"

NORTH

FLEX SCHED.	
6ø"	50–125 CFM
8ø"	130–200 CFM
10ø"	205–330 CFM
12ø"	335–450 CFM
14ø"	455–600 CFM
16ø"	605–700 CFM

KEY NOTES

1. EXISTING DIFFUSER TO REMAIN. CONTRACTOR TO TRIM/ EXTEND DUCTWORK TO MATCH ARCHITECTURAL CEILING GRID.
2. EXISTING DUCT TRANSITION FROM RTU ABOVE TO REMAIN AS IS.
3. EXISTING ROOF TOP UNIT TO REMAIN. FIELD VERIFY EXACT LOCATION.
4. NEW SUPPLY GRILLE, ATTACH TO EXISTING TRUNK LINE. FIELD VERIFY EXACT CONNECTION POINT IN FIELD PRIOR TO ROUGH– IN.
5. 6"ø EXHAUST DUCT UP TO ROOF CAP.
6. 8"ø EXHAUST DUCT UP TO ROOF CAP.

ISSUED FOR PERMIT ONLY 02-13-24
NOT FOR PRICING OR CONSTRUCITON

KAMM CONSULTING PROJECT #: 2024-0007
PROJECT MANAGER: JOHN MAYR

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PRINCIPAL
Bradly L Brown Florida License #58232

02-13-24
date

signed

ARCHITECT

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STRUCTURAL	
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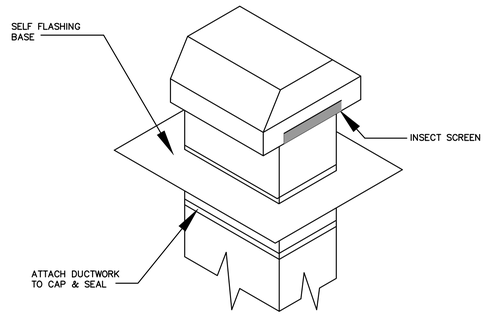
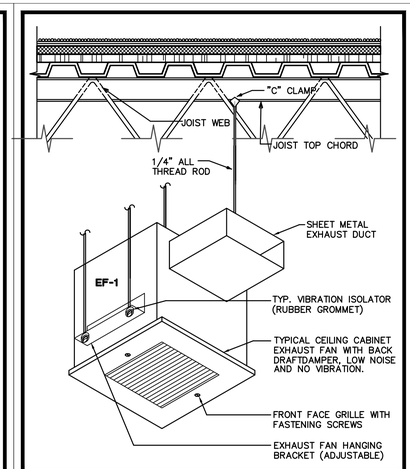
MECHANICAL PLAN

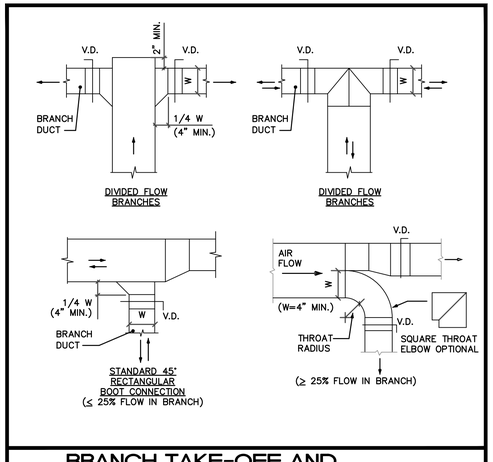
M2.1



ROOF CAP DETAIL
NOT TO SCALE



CABINET FAN DETAIL
NOT TO SCALE



BRANCH TAKE-OFF AND DIVIDED FLOW DETAILS
NOT TO SCALE

FAN SCHEDULE

SELECTION DATA					FAN DATA			MOTOR DATA				GENERAL DATA				
TAG	SERVICE AREA	MANUF.(*)	MODEL	CONFIG.	CFM	ESP ("WG)	SONES	HP	RPM	DRIVE	VOLTAGE	WEIGHT (LBS)	DIMENSIONS L"xW"xH"	OPENING L"xW"	CONTROL	ACCESSORIES
EF-1-4	RESTROOM/MOP ROOM	S & P	FF50	CEILING	50	.25	3.9	48 WATT	700	DIRECT	120/1/60	4	8X8X4	*	LIGHT INTERLOCK	1-3,5,6

(*) APPROVED EQUAL MANUFACTURER: COOK, TWIN-CITY, ACME, PENN

ACCESSORIES NOTES:

1. PROVIDE GRILLE COLOR PER ARCH. SPECS
2. PROVIDE BACK DRAFT DAMPER
3. PROVIDE FACTORY MOUNTED DISCONNECT SWITCH AND INTEGRAL THERMAL OVERLOAD PROTECTION, COORDINATE WITH ELECTRICAL CONTRACTOR PRIOR TO ANY PURCHASING.
4. PROVIDE BIRD SCREEN
5. LOCATE BACK DRAFT DAMPER AT DISCHARGE
6. SUPPORT FROM STRUCTURE COMPLETE WITH VIBRATION ISOLATORS
7. PROVIDE INTEGRAL GRILLE
8. PROVIDE ROOFCAP
9. PROVIDE EXPLOSION OR SPARK PROOF FAN
10. PROVIDE LOW NOISE FAN BLADES OR KIT
11. PROVIDE CURB H-GPF-22-G12

GENERAL FAN NOTES:

a. MOTOR STARTERS, DISCONNECTS (IF NOT FACTORY PROVIDED) AND ALL EQUIPMENT NORMAL POWER WIRING BY ELEC. CONTRACTOR
b. ALL CONTINUOUS-DUTY MOTORS SHALL BE PROVIDED WITH OVERLOAD PROTECTION ACCORDING TO NATIONAL ELECTRICAL CODE PAR. 430-32.
c. FIELD ADJUST OPENINGS WITH STRUCTURE.
d. ALL OUTDOOR EQUIPMENT SHALL COMPLY WITH LOCAL ZONING NOISE ORDINANCE OR NOT EXCEED A NOISE LEVEL OF 65dB AS MEASURED RADIALLY 30 FT. FROM THE EQUIPMENT IN ALL DIRECTIONS.
e. COORDINATE WITH ELECTRICAL CONTRACTOR BEFORE BIDDING OR ORDERING ANY EQUIPMENT.
f. SEE PROJECT PLANS AND SPECIFICATIONS FOR OTHER FIELD SUPPLIED ITEMS AND ADDITIONAL INFORMATION.

SUPPLY AIR GRILLE SCHEDULE

TAG	MANUF. & MODEL	FACE SIZE	NECK SIZE	MATERIAL	FRAME	FINISH	DAMPER	THROW	NC	CFM RANGE	NOTES
A	KRUEGER/51400	24X24	SEE SCH.	ALUM.	NOTE #3	OFF WHITE	-	4-WAY	MAX. 30	SEE SCH.	1-6
B	KRUEGER/51400	12X12	SEE SCH.	ALUM.	NOTE #3	OFF WHITE	-	4-WAY	MAX. 30	SEE SCH.	1-6

(*) EQUIVALENT MANUFACTURER: METALAIRE, PRICE, CARNES, T & B, NAILOR

GENERAL NOTES:

1. PROVIDE SPIN-IN COLLAR AT TRUNK TO FLEX DUCT CONNECTION.
2. PROVIDE TYPICAL 4-WAY DIFFUSION, 2-WAY OR 3-WAY ONLY WHERE INDICATED ON PLAN
3. REFER TO ARCHITECT PLANS FOR CEILING TYPE.
4. CONTRACTOR TO COORDINATE FINAL SELECTION WITH ARCHITECT AND OWNER
5. FLEX DUCT SIZE TO BE SAME AS DIFFUSER NECK SIZE.
6. PROVIDE INSULATION ON THE BACK OF DIFFUSER IF IN UNCONDITIONED SPACE
7. PROVIDE END CAP FOR LINEAR DIFFUSERS.
8. ADJUST LENGTHS TO LINE UP WITH INTERIOR DESIGNER'S PLANS.
9. PROVIDE INSULATION PLENUM

CONTRACTOR SHALL VERIFY WITH ARCHITECT AND TENANT/OWNER, PRIOR TO ANY PURCHASING OR INSTALLATION, IF A BULDING STANDARD HAS TO BE FOLLOWED REGARDING A SPECIFIC MODEL OR MANUFACTURER AND SHALL BRING ANY DISCREPANCY TO THE ATTENTION OF ENGINEER.

FLEX SCHEDULE	
6ø"	50-125 CFM
8ø"	130-200 CFM
10ø"	205-330 CFM
12ø"	335-450 CFM
14ø"	455-600 CFM
16ø"	605-700 CFM

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KAMM CONSULTING PROJECT #: 2024-0007
PROJECT MANAGER: JOHN MAYR

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Certification of Authorization #8189

PRINCIPAL
Bradly L. Brown Florida License #58232
02-13-24 date
signed

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ARCHITECT'S SEAL

MARK BORG AR101027

ENGINEER'S SEAL

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STRUCTURAL	
M.C.	

PROJECT NO:	2024.02
DRAWN BY:	SV
CHECKED BY:	MB/SV

05	-	-
04	05.18.2026	CONDITIONAL USE
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01	01.03.2024	PRELIMINARY REVIEW

MECHANICAL SCHEDULES

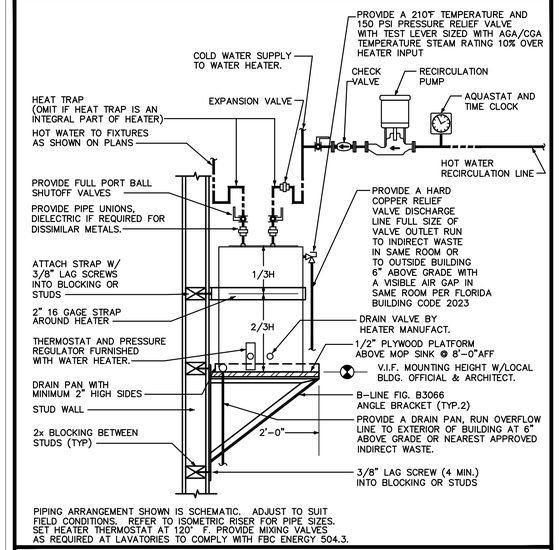
M6.1

PLUMBING FIXTURE SCHEDULE

LAV	LAVATORY, FUTRUS #FSTRS_96_24_5 ANTI SPLASHBACK TROUGH SINK, FAUCET, T&S BRASS BS-2701-VF05 SINGLE LEVER HANDLE W/ETF 460 A GRID DRAIN.
HLAV	HANDICAP LAVATORY, AMERICAN STANDARD, LUCERNE WALL HUNG LAVATORY MODEL #0356.028. WHITE, WITH T&S BRASS FAUCET BS-2701-VF05. CONTRACTOR TO SUPPLY CONCEALED ARM SUPPORT SUPPORT CARRIER FOR MOUNTING OF LAV. WADE MODEL # 520-M36. SUPPLY PLUMBEREX MODEL #4333 INSULATION KIT. MUST MEET A.D.A. CODE.
WC	CHILD WATER CLOSET, AMERICAN STANDARD BABY DEVORO 10" HIGH FLOOR MOUNTED, WHITE BABY DEVORO SEAT # 5001G.055, OPEN FRONT WITH COVER. A.D.A EL 1.28 ELONGATED OR EQUAL.
HWC	HANDICAP WATER CLOSET, AMERICAN STANDARD #215AA.004 FLOOR MOUNTED, WHITE, CENTOCO SEAT #500CC, OPEN FRONT WITH COVER. A.D.A EL 1.28 ELONGATED 18" HIGH OR EQUAL.
HWC-1	CHILD WATER CLOSET, AMERICAN STANDARD BABY DEVORO 10" HIGH FLOOR MOUNTED, WHITE BABY DEVORO SEAT # 5001G.055, OPEN FRONT WITH COVER. A.D.A EL 1.28 ELONGATED OR EQUAL. MUST MEET ADA COMPLIANCE.
MOP SK	FIAT MSB MODEL # 2424 MOLDED TERRAZZO BASIN WITH DRAIN BODY AND STRAINER. FIAT SERVICE SINK FAUCET MODEL #830-AA, WITH FIAT 832-AA HOSE AND HOSE BRACKET DISCHARGE; PAIL HOOK AND TOP BRACE; VACUUM BREAKER, FIAT #889-CC MOP HANGER AND BP SPLASH CATCHER/WALL GUARD.
HDF/DF	HANDICAP/DRINKING FOUNTAIN, ELKAY BI-LEVEL WALL MOUNTED BARRIER FREE MODEL # EZSTL8C.7.8 GPH, WADE 440-AM11-M36 CARRIER AS REQUIRED. 115V, 4.5 A, MUST MEET A.D.A. CODE.
EWH	WATER HEATER SHALL BE 30 GAL. ELECTRIC 208V, 1 PHASE, 4.5 KW. LOCHINVAR TALL MODEL ETT-030-KO.
SH	SHOWER, MIXING VALVE HOT AND COLD WATER, SHOWER MIXING VALVE SHALL BE A SYMMONS ORIGINS MODEL #8603-PLR TEMPTROL PRESSURE BALANCED SHOWER VALVE TO INCLUDE A 2.5 GPM FLOW RESTRICTOR AND INTEGRAL SERVICE STOPS.
RECIRC PUMP	TACO RECIRC. PUMP. MODEL 111 BRONZE CASTING , 115V, 1/8 HP, 2.0 AMP WITH "00" TIMER AQUSTAT.

GENERAL NOTES:

(1) – FIXTURES SHALL BE AS SHOWN OR EQUAL.
(2) – ALL FIXTURES SHALL COMPLY WITH TABLE 604.4 OF FBC 2023
(3) – ALL FIXTURE TRIM PACKAGES INCLUDING BUT NOT LIMITED TO TRAP, ANGLE STOP, FLUSH VALVE, SUPPLY TUBES, AND CLEANOUT COVER PLATES SHALL BE OF THE SAME FINISH AS THE ABOVE SPECIFIED FAUCET AND PER ARCHITECTURAL FINISH SCHEDULE.
(4) – ALL FIXTURES SHALL BE ROUGHED IN PER MANUFACTURER CUT SHEET TO MAINTAIN UNIFORMITY.



PIPING ARRANGEMENT SHOWN IS SCHEMATIC. ADJUST TO SUIT FIELD CONDITIONS. REFER TO ISOMETRIC RISER FOR PIPE SIZES. SET HEATER THERMOSTAT AT 120° F. PROVIDE MIXING VALVES AS REQUIRED AT LAVATORIES TO COMPLY WITH FBC ENERGY 504.3.

PLATFORM MOUNTED WATER HEATER DETAIL

NOT TO SCALE

PLUMBING NOTES

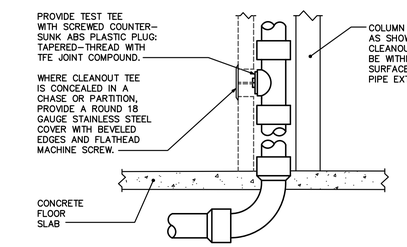
1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE SCOPE OF WORK. ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE FLORIDA BUILDING CODE 8TH EDITION (2023) – PLUMBING, APPLICABLE LOCAL CODES, RULES, AND ORDINANCES.
2. PLUMBING CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS.
3. ALL MATERIALS SHALL BE NEW AND OF GOOD QUALITY.
4. ALL WORK SHALL BE PERFORMED BY A LICENSED PLUMBING CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY-OPERATIONAL. ALL EXCAVATION AND BACKFILL AS REQUIRED FOR THIS PHASE OF CONSTRUCTION SHALL BE A PART OF THIS CONTRACT.
5. REQUIRED INSURANCE SHALL BE PROVIDED BY THE PLUMBING CONTRACTOR FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
6. PLUMBING CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTS. PLUMBING CONTRACTOR SHALL OBTAIN PERMIT AND APPROVED SUBMITTALS PRIOR TO BEGINNING WORK OR ORDERING EQUIPMENT. PLUMBING CONTRACTOR MUST BE PRESENT FOR ALL INSPECTIONS OF HIS WORK BY REGULATORY AUTHORITIES.
7. CONTRACTOR SHALL SUBMIT TO ARCHITECT/ENGINEER, FOR REVIEW & APPROVAL, FIVE (5) SETS OF MANUFACTURER'S CUT SHEETS FOR EACH FIXTURE, PIPING/FITTING MATERIAL AND EQUIPMENT ITEM WITH ASSOCIATED CONTROLS, THAT ARE INCLUDED IN THE CONTRACT.
8. DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR THE EXACT LOCATION OF FIXTURES, PIPING, EQUIPMENT, ETC.
9. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION. REPORT ANY DISCREPANCY TO ARCHITECT/ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
10. VERIFY LOCATION, SIZE, DIRECTION OF FLOW AND INVERT ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. ADVISE ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
11. WATER DISTRIBUTION PIPING ABOVE AND BELOW GROUND SHALL BE TYPE "L" COPPER. ALTERNATE PIPING & FITTING MATERIALS MAY BE USED IN ACCORDANCE WITH FLORIDA BUILDING CODE 8TH EDITION (2023) – PLUMBING, TABLES 605.3, 605.4 & 605.5, WHEN APPROVED BY ENGINEER OF RECORD AND LOCAL AUTHORITY HAVING JURISDICTION. PROVIDE ALTERNATE FOR CPVC PIPING & FITTINGS EQUAL TO LUBRIZOL CORZAN OR FLOW-GUARD GOLD. PROVIDE ALTERNATE FOR PEX TYPE 'A' PIPING & FITTINGS EQUAL TO UPONOR. ALTERNATES ARE PERTINENT FOR WATER SERVICES KNOWN OR DETERMINED TO HAVE ACIDIC CHARACTERISTICS OR OTHER PARTICULAR CIRCUMSTANCES AS DEEMED APPROPRIATE BY DIRECTIVE FROM THE OWNER. CONTRACTOR SHALL PERFORM A WATER TEST TO DETERMINE WATER CHEMISTRY PRIOR TO ANY WORK OR PIPING INSTALLATION AND SHALL SUBMIT TEST RESULTS TO THE ARCHITECT/ENGINEER FOR REVIEW AND APPROVAL. DISINFECTION OF POTABLE WATER SYSTEM SHALL COMPLY WITH FLORIDA BUILDING CODE 8TH EDITION (2023) – PLUMBING, SECTION 610. ALL WATER PIPING & FITTINGS SHALL BE OF DOMESTIC MANUFACTURE; SPECIFICALLY IN THE UNITED STATES OF AMERICA.
12. SOIL, WASTE, VENT, AND RAINWATER (DWV) PIPING & FITTINGS SHALL BE CAST IRON OR PVC, WHERE CODE ALLOWS. PVC MAY NOT BE USED THRU RATED ASSEMBLIES OR IN PLENUMS. PVC PIPING SHALL BE SOLID-CORE ONLY; FOAM-CORE PIPING SHALL NOT BE ACCEPTED. CAST IRON PIPING & FITTINGS SHALL BEAR THE CISPI-301 MARK. ALL DWV PIPING & FITTINGS SHALL BE OF DOMESTIC MANUFACTURE; SPECIFICALLY IN THE UNITED STATES OF AMERICA.
13. ALL FIXTURES MUST BE PROVIDED WITH READILY ACCESSIBLE ANGLE STOPS AND APPROPRIATELY MARKED ACCESS PANELS (WHERE REQUIRED). COORDINATE LOCATIONS WITH GENERAL CONTRACTOR PRIOR TO INSTALLATION.
14. PROVIDE APPROVED WATER HAMMER ARRESTORS FOR ALL (GROUP) PLUMBING FIXTURES, SIZED & LOCATED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS & PDI-WH201.
15. PROVIDE DIELECTRIC COUPLINGS OR FLANGES BETWEEN ALL DISSIMILAR METALS IN PIPING AND EQUIPMENT CONNECTIONS.
16. ISOLATE COPPER PIPING FROM METALLIC HANGERS OR SUPPORTS WITH ISOLATOR PADS OR NON-CONDUCTIVE MATERIAL.
17. ALL FIRE RATED FLOOR AND WALL PENETRATIONS SHALL BE PROPERLY PROTECTED FROM FIRE, SMOKE AND WATER PENETRATION BY FILLING ANNULAR SPACE BETWEEN PIPING AND SLEEVES WITH INTUMESCENT CAULK, TO ACHIEVE THE SAME RATING AS WALLS OR FLOORS, AS PART OF THE PLUMBING CONTRACTOR'S WORK.
18. PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM DATE OF ACCEPTANCE BY OWNER. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED.
19. PROVIDE ACCESS PANELS FOR ALL CONCEALED VALVES. ACCESS PANELS IN RATED WALLS SHALL MAINTAIN THE SAME RATING AND SHALL MATCH THE FINISH OF THE WALL IN WHICH IT IS INSTALLED.
20. PROVIDE COMBINATION CLEANOUT PLUG AND COVER PLATE OR ACCESS PANEL FOR ALL WALL CLEANOUTS. FINISH TO MATCH NEARBY FIXTURE TRIM.
21. NO COMBUSTIBLE MATERIAL SHALL BE INSTALLED IN MECHANICAL ROOMS NOR IN CEILING SPACES WHERE USED AS RETURN AIR PLENUMS.
22. NO WATER, SANITARY OR DRAINAGE PIPING SHALL BE INSTALLED IN ELECTRICAL OR ELEVATOR EQUIPMENT ROOMS.
23. ALL CONTROL VALVES SHALL BE TAGGED AND MARKED. A REPRODUCIBLE DIAGRAM LOCATING ALL VALVES SHALL BE FURNISHED FOR OWNER/OPERATOR.
24. CONDENSATE DRAIN PIPING SHALL BE TYPE "L" COPPER WITH ARMAFLEX INSULATION AND A VAPOR-BARRIER JACKET PER FLORIDA BUILDING CODE 8TH EDITION (2023) – ENERGY CONSERVATION, TABLE C403.2.8. PVC WITHOUT INSULATION IS ACCEPTABLE FOR RISERS AND BELOW GRADE PIPING. WHEN USED IN A RETURN AIR PLENUM, PVC PIPING WITH INSULATION IS ACCEPTABLE IN LOCATIONS WHERE ALLOWED BY LOCAL CODES. CONDENSATE PIPING SHALL NOT DRAIN ONTO THE ROOFING SYSTEM NOR ANY OF ITS COMPONENTS. CONDENSATE PIPING ARRANGEMENT IS EXEMPT FROM MINIMUM EQUIPMENT CLEARANCE REQUIREMENTS PER FLORIDA BUILDING CODE 8TH EDITION (2023), SECTION 1522.3.5. ALL HORIZONTAL RAINWATER PIPING RUN ABOVE FINISHED FLOOR THAT RECEIVES CONDENSATE DISCHARGE SHALL BE INSULATED WITH ARMAFLEX AND A VAPOR-BARRIER JACKET.
25. HOT WATER PIPING INSULATION SHALL BE PROVIDED IN ACCORDANCE WITH FLORIDA BUILDING CODE 8TH EDITION (2023) – PLUMBING, TABLE 607.5 & FLORIDA BUILDING CODE 8TH EDITION (2023) – ENERGY CONSERVATION, TABLE C403.2.8. CONTRACTOR SHALL USE ARMAFLEX OR EQUAL WHERE APPLICABLE. WHERE DOMESTIC WATER TEMPERATURES CAN CAUSE SWEATING, ALL COLD WATER PIPING SHALL BE INSULATED WITH ARMAFLEX INSULATION AND A VAPOR-BARRIER JACKET, PER FLORIDA BUILDING CODE 8TH EDITION (2023) – ENERGY CONSERVATION, TABLE C403.2.8.
26. AIR ADMITTANCE VALVES MAY BE USED AS AN ALTERNATE TO VENT PIPING THRU ROOF WHERE ACCEPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION. INSTALLATION METHODS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.
27. PROVIDE ANGLE STOPS ON ALL WATER SERVICE LINES TO FIXTURES FOR INDIVIDUAL SHUT-OFF.
28. STUDOR MINI/MAXI AIR ADMITTANCE VALVES MAY BE USED AS AN ALTERNATE TO VENT PIPING THRU ROOF WHERE ACCEPTABLE BY THE PLUMBING OFFICIAL AND LOCAL CODES. INSTALLATION SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS.
29. ALL HORIZONTAL RAINWATER PIPING THE RECEIVES CONDENSATE DISCHARGE FROM AIR CONDITIONING EQUIPMENT SHALL BE INSULATED WITH 1" THK. ARMAFLEX.
30. PLUMBING PLANS IN GENERAL, ARE DIAGRAMMATIC IN NATURE, AND ARE TO BE READ IN CONJUNCTION WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, FIRE SPRINKLER, STRUCTURAL AND CIVIL PLANS AND SHALL BE CONSIDERED AS ONE SET OF DOCUMENTS. PIPING MODIFICATIONS SUCH AS OFFSETS, BENDS, TRANSITIONS, AND SIZES SHALL BE REQUIRED TO PROVIDE AND INSTALL A COMPLETE FUNCTIONAL SYSTEM AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. CHANGES IN PIPE SIZES AND ROUTING SHALL BE REQUIRED BY THE CONTRACTOR TO AVOID CONFLICTS AND TO ADAPT TO EXISTING FIELD CONDITIONS PROVIDED THAT INSTALLATION MEETS ALL APPLICABLE CODES.
31. SUPPLY TRAP PRIMER FOR ALL FLOOR DRAINS, FLOOR SINKS, HUB DRAINS, ETC. SHOWN ON PLANS.
32. CONTRACTOR TO FIELD VERIFY ALL SUPPLY PRESSURE REQUIREMENTS AND LIMITATIONS. PROVIDE PRESSURE REDUCING VALVE IF REQUIRED.

PLUMBING SHEET INDEX

P0.1	PLUMBING NOTES, LEGENDS, AND DETAILS
P2.1	SANITARY PLAN
P3.1	DOMESTIC WATER PLAN
P5.1	PLUMBING ISOMETRICS

PLUMBING LEGEND

CO	CLEAN OUT		SANITARY SEWER PIPING
S.O.V.	SHUT-OFF VALVE		VENT PIPING
COTC	CLEAN OUT TO GRADE		DOMESTIC COLD WATER PIPING
FS	FLOOR SINK		HOT WATER PIPING (110°)
CW	DOMESTIC COLD WATER		HOT WATER PIPING (140°)
HW	DOMESTIC HOT WATER		HOT WATER RECIRCULATING PIPING
HWR	DOMESTIC HOT WATER RECIRCULATING	CD	CONDENSATE PIPING
HB	HOSE BIBB	CA	COMPRESSED AIR PIPING
VTR	VENT THRU ROOF	T&P	TEMPERATURE AND PRESSURE RELIEF
	GATE VALVE	SD	STORM DRAIN PIPING
	GLOBE VALVE	G	GAS PIPING
	BACKFLOW PREVENTOR LEAD FREE, PRE FBC PL 608.1		PIPE RISE UP
	GAS SOLENOID VALVE		PIPE DOWN OR DROP
	GAS COCK		CAPPED END OF PIPE
	WATER HAMMER ARRESTER (PDI No.)		POINT OF CONNECTION
FD	FLOOR DRAIN		P-TRAP



NOTE:
PROVIDE WCO WHERE SHOWN ON PLAN, AND ON SANITARY WASTE BRANCHES NOT SERVED WITH A FLOOR CLEANOUT: LOCATE ABOVE FIXTURE FLOOD RIM WITHIN 4" OF FLOOR. CONSULT LOCAL CODES FOR OTHER WCO REQUIREMENTS.

WALL CLEANOUT DETAIL

NOT TO SCALE

SHOCK ARRESTOR SCHEDULE

P.D.I. DESIGNATION	MANUF. & MODEL	FIXTURE UNITS	CONNECTION
A	SIOUX CHIEF 652-A	1-11	1/2"
B	SIOUX CHIEF 653-B	12-32	3/4"
C	SIOUX CHIEF 654-C	33-60	1"

SIOUX CHIEF SHOCK ARRESTORS APPROVED FOR INSTALLATION WITH NO ACCESS DOOR REQUIRED. CONFORMS TO ANSI/ASSE 1010 STANDARDS.

SLOPE OF HORIZ. DRAINAGE PIPE

SIZE (inches)	MINIMUM SLOPE (inch per foot)
2-1/2 or less	1/4
3 to 6	1/8
8 or larger	1/16

TABLE 704.1 OF THE FLORIDA PLUMBING CODE 2023

ISSUED FOR PERMIT ONLY 02-13-24
NOT FOR PRICING OR CONSTRUCTION

KAMM CONSULTING PROJECT #: 2024-0007
PROJECT MANAGER: JOHN MAYR

KAMM Consulting
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Fort Pierce, Florida 34950
Phone 954.448.0792
jmayr@kammconsulting.com
Certification of Authorization #8189

PRINCIPAL
Bradly L Brown Florida License #58232 02-13-24 date

signed

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ARCHITECT'S SEAL

MARK BORG AR101027

ENGINEER'S SEAL

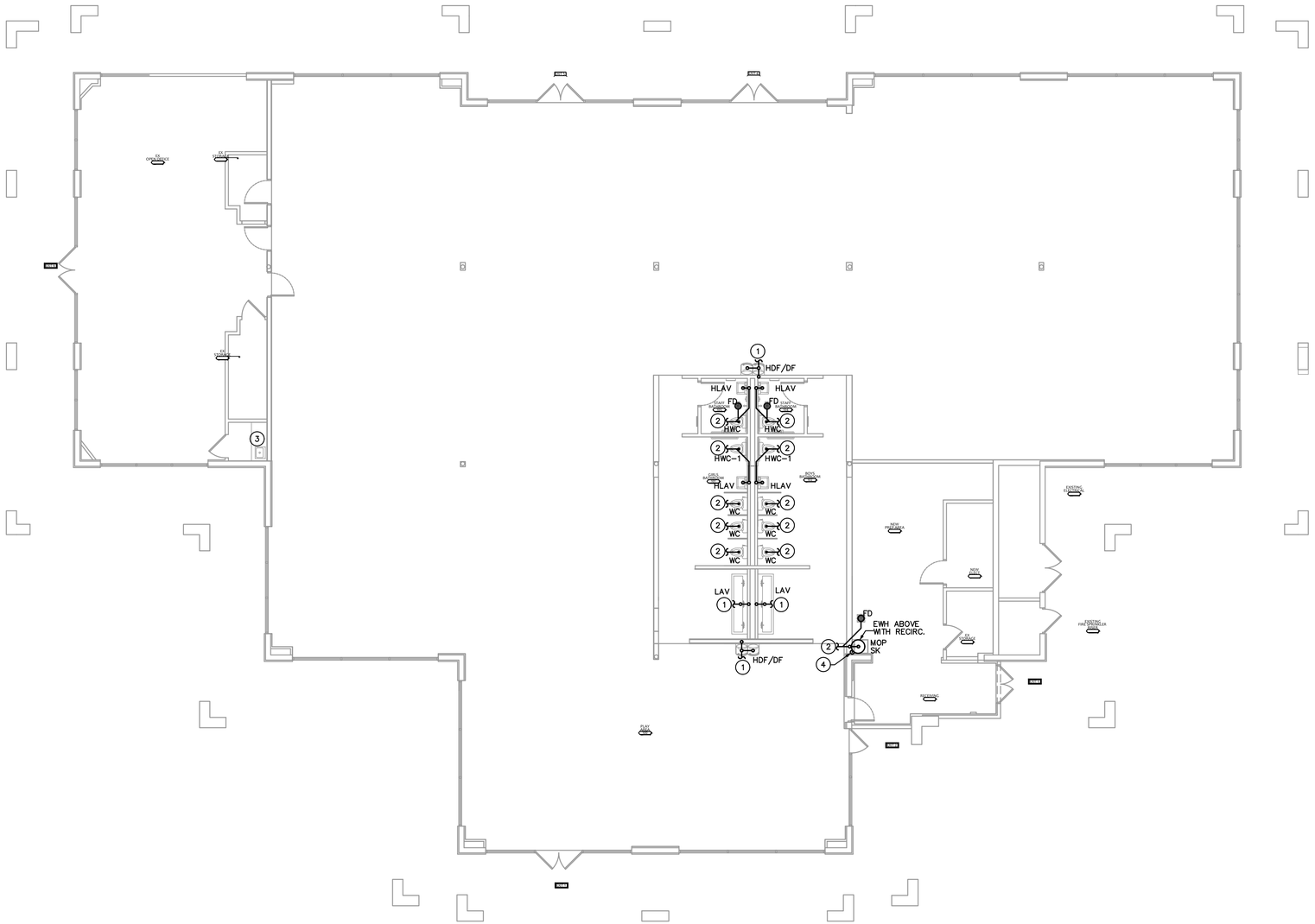
ARCHITECT	ARCHITEK DESIGN STUDIO
MEP ENGINEER	KAMM ENGINEERING
STRUCTURAL	
LLC	

PROJECT NO:	2024.02
DRAWN BY:	SV
CHECKED BY:	MB / SV

05	-	-
04	05.18.2026	CONDITIONAL USE
03	02.13.2024	PERMIT
02	01.25.2024	CLIENT LLC REVIEW
01	01.03.2024	PRELIMINARY REVIEW

PLUMBING NOTES

P0.1



SANITARY PLAN

1/8"=1'-0" NORTH

GENERAL NOTE

COORDINATE PLUMBING FIXTURE MOUNTING HEIGHTS & LOCATIONS OF CHILD FIXTURES WITH OWNER/ ARCHITECT PRIOR TO ROUGH- IN.

KEY NOTES

1. 2" SANITARY LINE, TIE TO EXISTING. FIELD VERIFY EXACT SIZE, LOCATION, & INVERT PRIOR TO ROUGH- IN.
2. 3" SANITARY LINE, TIE TO EXISTING. FIELD VERIFY EXACT SIZE, LOCATION, & INVERT PRIOR TO ROUGH- IN.
3. EXISTING FIXTURE TO REMAIN.
4. 2" EMERGENCY PAN DRAIN RELIEF LINE TO TERMINATE INDIRECTLY AT MOP SK BELOW.

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STRUCTURAL	
C.C.	

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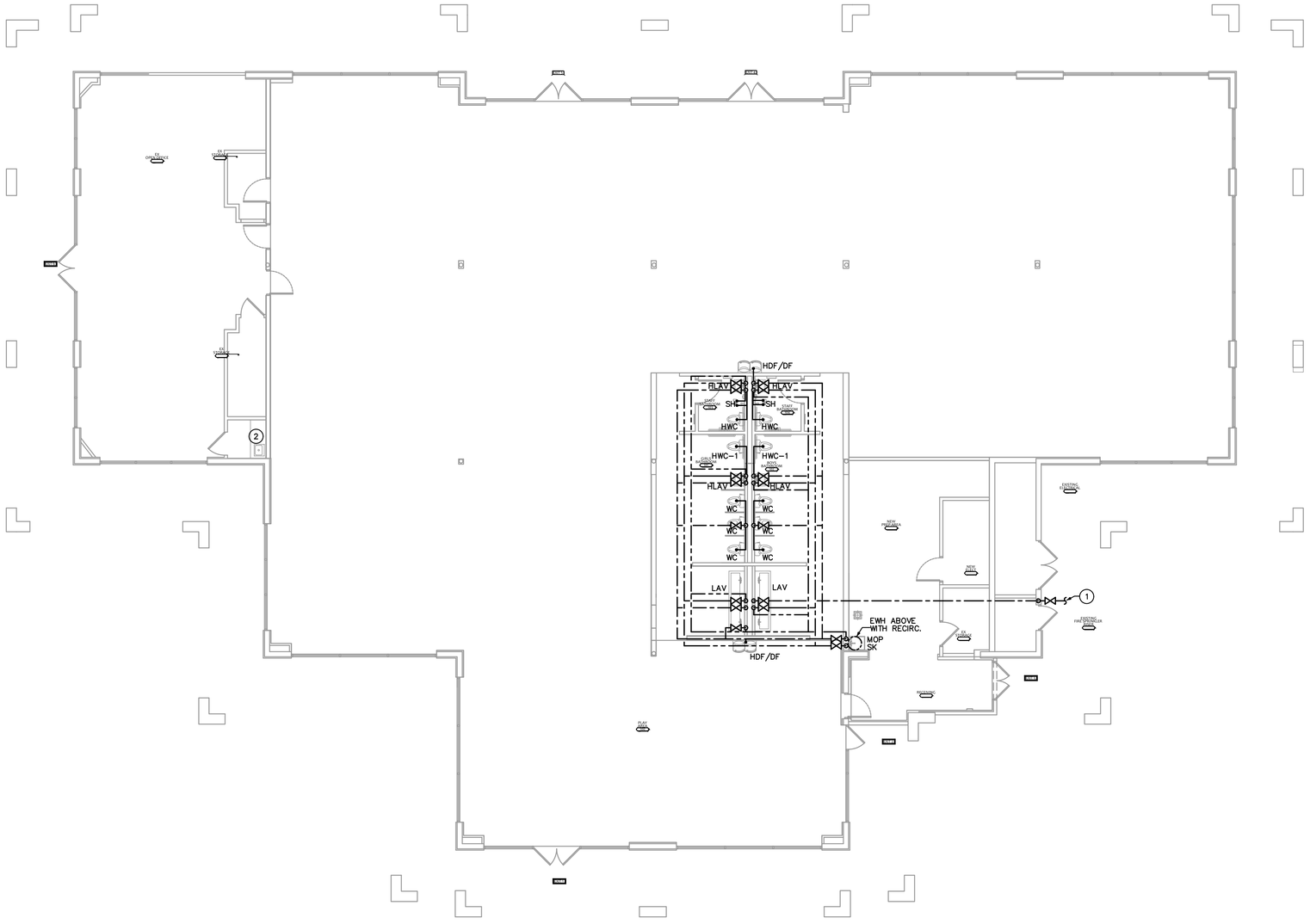
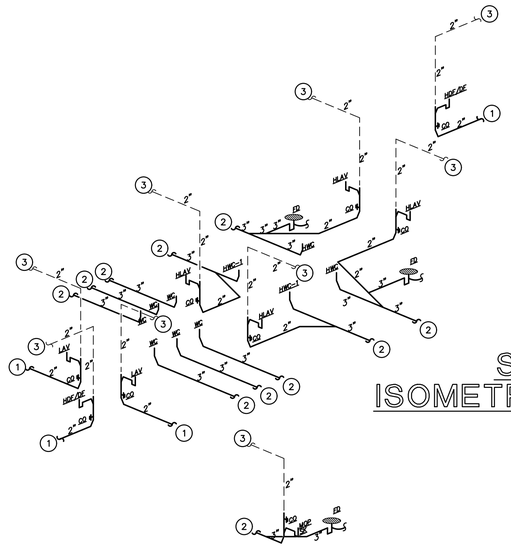
01	01.03.2024	PRELIMINARY REVIEW

SANITARY PLAN

P2.1

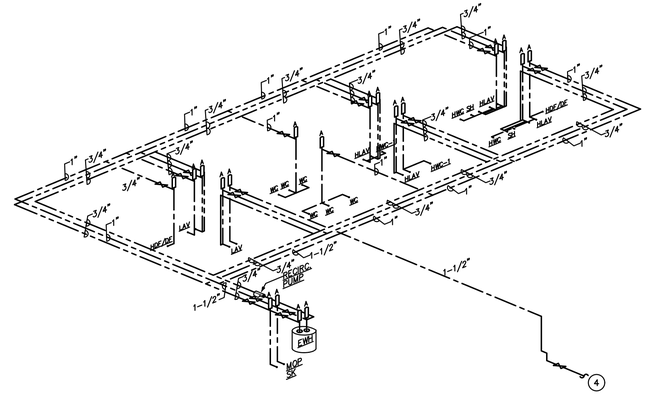

HDF/DF
HLAV
HLAV
SH
SH
HWC
HWC
HWC-1
HWC-1
HLAV
HLAV
WC
WC
WC
WC
WC
WC
LAV
LAV
EWH ABOVE WITH RECIRC.
MOP SK
HDF/DF
EXISTING FIRE RISER ROOM
NEW
EXISTING
NEW
EXISTING
EXISTING
EXISTING



SANITARY
ISOMETRIC PLAN
N.T.S.

KEY NOTES

1. 2" SANITARY LINE, TIE TO EXISTING. FIELD VERIFY EXACT SIZE, LOCATION, & INVERT PRIOR TO ROUGH– IN.
2. 3" SANITARY LINE, TIE TO EXISTING. FIELD VERIFY EXACT SIZE, LOCATION, & INVERT PRIOR TO ROUGH– IN.
3. 2" VENT LINE, TIE TO EXISTING. FIELD VERIFY EXACT SIZE & LOCATION PRIOR TO ROUGH– IN.
4. 1–1/2" DOMESTIC WATER LINE, TIE TO EXISTING. FIELD VERIFY EXACT SIZE & LOCATION PRIOR TO ROUGH– IN.



DOMESTIC WATER
ISOMETRIC PLAN
N.T.S.

ISSUED FOR PERMIT ONLY 02-13-24
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KAMM CONSULTING PROJECT #: 2024-0007
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STRUCTURAL	
M.E.	

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PLUMBING ISOMETRICS

P5.1

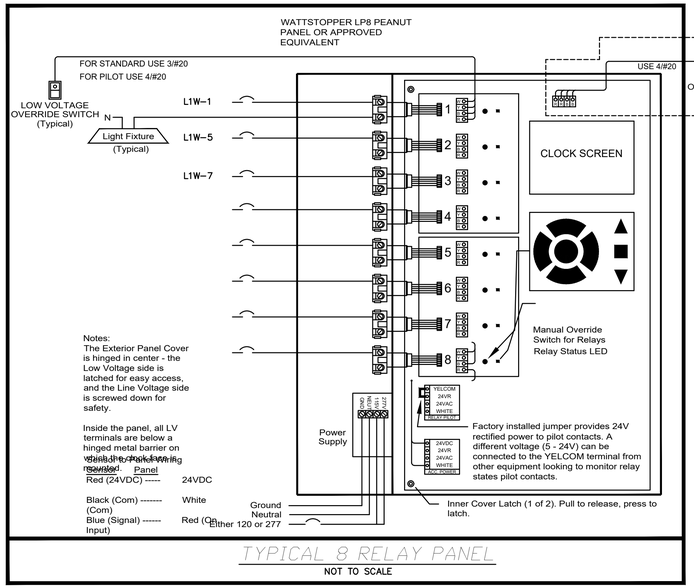
LIGHTING FIXTURE SCHEDULE

SYMBOL	TYPE	DESCRIPTION	LAMPS NO.	LAMPS TYPE	WATT	DRIVER TYPE	VOLTAGE	MOUNTING	REMARKS
	A	2'x4' LED SHALLOW PLENUM RECESSED FIXTURE 2-3/8" DEEP 3300 LUMEN H.E. WILLIAMS "PT" SERIES	INTEGRAL	LED 3500K	34	STANDARD OR 0-10V DIMMING	UNV	CEILING RECESSED	1
		THERMOPLASTIC EMERGENCY BATTERY PACK PACO "PEM" SERIES	2	–	12	–		–	
		THERMOPLASTIC EMERGENCY BATTERY PACK AND EXIT LIGHT COMBO PACO "PCH" SERIES	2	–	12	–		–	1

NOTES:
1. VERIFY CEILING TYPES PRIOR TO ORDERING FIXTURES.

GENEREAL NOTE:
NO SUBSTITUTIONS TO THE LIGHT FIXTURE SCHEDULE CONTAINED IN THESE DOCUMENTS WILL BE CONSIDERED WITHOUT PRIOR REVIEW AND/OR APPROVAL BY THE ARCHITECT AND ELECTRICAL ENGINEER.

WATTSTOPPER LP8 RELAY PANEL



TYPICAL 8 RELAY PANEL
NOT TO SCALE

Lighting Control Panel Schedule

LCP Name:	LCP 1
Location:	Electric Room xxx
Surface/Flush:	Surface
Power Circuits:	LA-42

Relay #	Circuit	Description	LV Switch/Sensor	Channel
1	LA-1	Sample Text 1	LV Switch 1	A
2	LA-3	Sample Text 2	LV Switch 2	B
3	LA-5	Sample Text 3	LV Switch 3	C
4	LA-7	Sample Text 4	LV Switch 4	D
5	LA-2	Sample Text 5	LV Switch 5	E
6	LA-4	Sample Text 6	LV Switch 6	F
7	LA-6	Sample Text 7	LV Switch 7	G
8	LA-8	Sample Text 8	LV Switch 8	H

Specifications:
Provide a single relay panel with up to 8 relays. Each relay to be individually scheduled through an easy to use integral clock with a backlit 8-line LCD display. Relays are to be SPST 20 Amp rated, mechanically held contactors capable of switching either 120 or 277VAC loads. Mounted next to each relay should be a LED to annunciate status and a pushbutton to toggle the relay's state. Panel shall have a multitap transformer and accept either 120V or 277V for power.

Panel enclosure to be NEMA 1, rated for environments from 32 - 139F, 5 - 95% RH non-condensing. Panel to come with a split cover hinged in the center such that the high voltage side must be unscrewed to access the relays, but the low voltage side can be opened via a locking latch. Surface or flush covers shall be available.

Each relay can be controlled remotely by external switches or motion detectors. Switches can be 2- or 3-wire, momentary or maintained low voltage devices. Motion detectors must provide a 24VDC pilot signal to control the relays. Panel must be able to interlock time based schedules with the occupancy sensor input, so that lights scheduled on during the day are not affected by the motion detector, but after hours the occupancy sensor has control of the relay. Panel shall be capable of blink warning before "OFF" and true after hours time delay.

All programming to be entered via a simple keypad. Each relay can be programmed independently, or relays can be grouped together in firmware to follow the same channel schedule. On a daily 7-day repeating basis, relays can be assigned to follow any of the following scenarios:

(1) Manual On / Sched Off
(2) Scheduled On/Off
(3) Manual ON / AS Switch Off (for use with AS-100 switches)
(4) Photocell On/Off
(5) Photo & Sched On/Off
(6) Astronomic On/Off
(7) Astro and Sched On/Off

The LCD screen should normally show the current time and date, as well as sunrise and sunset times for that day. Relay channels can also be monitored from the display to see their status - either ON, OFF, or MIXED. Additionally the relay groups can be overriden from the screen. Context sensitive help shall be available for each screen.

Panel to be The Watt Stopper's LP8 panel and must be UL Listed 916, meet local energy codes (California CEC), and have a 1 year warranty. Contact SESCO Lighting for more information, 954-474-9888.

ELECTRICAL SPECIFICATIONS

PART 1 – GENERAL

A. THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL NEW ELECTRICAL WORK INDICATED. CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND APPLICABLE SPECIFICATIONS. IF A PROBLEM IS ENCOUNTERED IN COMPLYING WITH THIS REQUIREMENT, CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER AS SOON AS POSSIBLE AFTER DISCOVERY OF THE PROBLEM AND SHALL NOT PROCEED WITH THAT PORTION OF THE WORK UNTIL ARCHITECT/ENGINEER HAS DIRECTED CORRECTIVE ACTION TO BE TAKEN.
B. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BID AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATIONS INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF.
C. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE (AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION) AND ALL CODES AND ORDINANCES OF THE AUTHORITY HAVING JURISDICTION. THE SPECIFICATION, CODES AND STANDARDS LISTED BELOW ARE UTILIZED IN THIS PROJECT.
   1. NATIONAL ELECTRICAL CODE (NFPA–70)
   2. CODE FOR SAFETY TO LIFE (NFPA_101)
   3. STANDARD FOR THE INSTALLATION, MAINTENANCE AND USE OF LOCAL PROTECTIVE SIGNALING SYSTEMS (NFPA–72)
   4. UNDERWRITERS' LABORATORIES (UL)
   5. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
   6. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
   7. FEDERAL SPECIFICATION (FED. SPEC.)
   8. INSULATED POWER CABLE ENGINEERS ASSOCIATION (IPCEA)
   9. FLORIDA BUILDING CODE. FBC 2023 EDITION
   10. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
   11. CITY OF FORT PIERCE BUILDING CODE. (AMENDMENTS TO FLORIDA BUILDING CODE FBC 2023)
   12. ADDITIONALLY, DESIGNS, WORK PRACTICES AND CONDITIONS MUST CONFORM WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSHA)
D. DO NOT SCALE THE ELECTRICAL DRAWINGS. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATION OF ALL EQUIPMENT. CONFIRM WITH OWNER'S REPRESENTATIVE.
E. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
F. CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FROM A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE.
G. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THERE BY.
H. ALL REQUIRED INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
   CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR TO OBTAIN PERMIT AND APPROVED SUBMITTALS PRIOR TO BEGINNING WORK OR ORDERING EQUIPMENT. THE TERM "PROVIDE" USED IN THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS SHALL MEAN THAT THE CONTRACTOR IS TO FURNISH, INSTALL AND CONNECT COMPLETE.

PART 2 – PRODUCTS

A. MINIMUM WIRE SIZE SHALL BE #12 A.W.G. (EXCEPT AS NOTED OTHERWISE FOR CONTROL WIRING). ALL CONDUCTORS SHALL BE 98% CONDUCTIVITY, COPPER WITH "THHN–THWN" INSULATION UNLESS OTHERWISE NOTED.
B. ELECTRICAL METALLIC TUBING (EMT) SHALL BE OF BEST QUALITY STEEL, SMOOTH INSIDE AND OUT AND SHALL BE HOT–DIPPED GALVANIZED.
C. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS I. IN WET OR DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
D. RIGID NONMETALIC CONDUIT SHALL BE SCHEDULE 40 PVC.
E. ALL MATERIALS SHALL BE NEW AND BEAR UNDERWRITERS' LABELS WHERE APPLICABLE.
F. PANELBOARDS:
   1. CURRENT CARRYING BUSES SHALL BE COPPER. GROUND BUS BARS SHALL BE COPPER.
   2. ALL CIRCUIT BREAKERS SHALL BE BOLT ON. PLUG–IN BREAKERS ARE NOT ACCEPTABLE.
   3. CIRCUIT BREAKERS USED AS SWITCHES IN FLUORESCENT OR HID LIGHTING CIRCUITS SHALL BE LISTED AND MARKED "SWD"
   4. ALL CIRCUIT BREAKERS FEEDING MECHANICAL EQUIPMENT SHALL BE HACR TYPE.
   5. A.I.C. RATINGS SHALL BE AS INDICATED ON PANELBOARD SCHEDULES.
   6. ALL PANELBOARDS SHALL BE FURNISHED WITH PLASTIC LAMINATE NAMEPLATES WITH 1/4" ENGRAVED LETTERING FOR PANEL IDENTIFICATION.
   7. ALL PANELBOARDS SHALL BE PROVIDED WITH TYPE–WRITTEN DIRECTORY OF BRANCH CIRCUIT DESIGNATIONS.
G. DISCONNECT SWITCHES SHALL BE H.P. RATED, HEAVY DUTY, QUICK–MAKE, QUICK–BREAK. ENCLOSURES SHALL BE NEMA–1 FOR INDOOR LOCATIONS, NEMA 3R FOR OUTDOOR LOCATIONSOR AS OTHERWISE NOTED.
H. MOTOR STARTERS SHALL BE MANUAL OR MAGNETIC AS INDICATED ON THE ELECTRICAL DRAWINGS, WITH OVERLOAD RELAYS IN EACH PHASE.
   WIRING DEVICES (GENERAL PURPOSE RECEPTACLES AND WALL SWITCHES) COLOR SHALL BE COORDINATED WITH CLIENT.

PART 3 – EXECUTION

A. COLOR CODING OF CONDUCTORS SHALL BE AS FOLLOWS:
   1. 208/120 VOLTS, 3 PHASE, 4–WIRE SYSTEM: UNGROUNDED CONDUCTORS: 1 BLACK, 1 RED AND 1 BLUE. GROUNDED (NEUTRAL) CONDUCTOR; WHITE. GROUNDING CONDUCTORS SHALL BE GREEN.
   2. 480/277 VOLT, 3–PHASE, 4–WIRE SYSTEM: UNGROUNDED CONDUCTORS: 1 BROWN, 1 YELLOW, AND 1 PURPLE. GROUNDED (NEUTRAL) CONDUCTORS; GREY. GROUNDING CONDUCTORS SHALL BE GREEN.
   3. BRANCH CIRCUIT WIRING (#6 AND SMALLER) SHALL BE COLOR CODED BY CONTINUOUS INSULATION COLOR AND FEEDERS AND SERVICES (#4 AND LARGER) SHALL BE CODED AT ALL JUNCTION OR PULL POINTS (EXCEPT LB'S OR LBD'S) USING COLOR MARKERS OR PLASTIC TAPE MANUFACTURED FOR THE PURPOSE.
I.
B. WIRING METHODS
   1. ALL CONDUCTORS SHALL BE INSTALLED IN ELECTRICAL METALLIC TUBING (EMT) UNLESS OTHERWISE NOTED, SPECIFIED OR AS SPECIFICALLY PROHIBITED BY THE AUTHORITY HAVING JURISDICTION. ALL FITTINGS AND COUPLINGS FOR EMT CONDUIT SHALL BE ALL STEEL RAIN TIGHT COMPRESSION TYPE OR ALL STEEL CONCRETE TIGHT SET SCREW TYPE.
   2. SCHEDULE 40 PVC CONDUIT, WITH FITTINGS AND COUPLINGS APPROPRIATE FOR THE USE, SHALL BE INSTALLED UNDERGROUND OR BELOW SLABS ON GRADE.
   3. TYPE MC CABLE WITH ALUMINUM ARMOR AND INTERNAL GROUND IS ACCEPTABLE FOR USE AS GENERAL BRANCH CIRCUIT WIRING FOR CIRCUITS 20 AMPERES OR LESS AND CONCEALED IN WALLS OR ABOVE SUSPENDED CEILING AND AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
C. ELECTRICAL SYSTEM SHALL BE COMPLETE AND EFFECTIVELY GROUNDED AS REQUIRED BY THE LATEST EDITION OF THE N.E.C. AND LOCAL CODES.
D. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTED BY ENGINEER/ARCHITECT.
E. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
F. THE ELECTRICAL INSTALLATION SHALL MEET ALL STANDARD REQUIREMENTS OF POWER AND TELEPHONE COMPANIES, AND SHALL BE FULLY COORDINATED WITH THEM PRIOR TO COMMENCEMENT OF WORK.
G. PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES, AND WIRING DEVICES, FOR ALL OUTLETS AS INDICATED.
H. MATERIALS, PRODUCTS, AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SUCH AS APPEAR ON THE UL LIST OF APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF NEC, NEMA, AND IECE.
   CONTRACTOR SHALL SUBMIT AT LEAST FIVE (5) SETS OF SHOP DRAWINGS OR CUT SHEETS OF LIGHTING FIXTURES, SWITCHES, AND OTHER ELECTRICAL ITEMS FOR APPROVAL BY ENGINEER/ARCHITECT. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED OF HIS WORK.
K. ALL LAY–IN LIGHTING FIXTURES SHALL BE SECURED TO THE SUSPENDED CEILING GRID AT EACH CORNER.
L. CONTRACTOR SHALL COORDINATE WITH MECHANICAL DRAWINGS AND PROVIDE ALL NECESSARY CONTROL WIRING.
M. ALL ELECTRICAL POWER WIRING FOR THE HVAC SYSTEM INCLUDING WIRING THRU LINE VOLTAGE CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

N. THE CONTRACTOR SHALL CONFIRM WITH THE ELECTRICAL UTILITY COMPANY ANY AND ALL REQUIREMENTS SUCH AS: METERING EQUIPMENT REQUIREMENTS AND METERING EQUIPMENT LOCATION, TRANSFORMER SIZE AND LOCATION OR SERVICE POINT, CONDUIT ENTRY AND LUG SIZE RESTRICTIONS. THE CONTRACTOR SHALL SCHEDULE ALL REQUIRED DOWN TIME FOR THE OWNERS CONFIRMATION.
   ANY CONFLICTS AND DESCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE
O. PROCEEDING WITH ANY WORK.
   PER NEC 210.8(B)(2) ALL 15– AND 20–AMPERE, 125–VOLT RECEPTACLES IN NONDWELLING–TYPE KITCHENS TO BE GFCI PROTECTED.

P. BRANCH CIRCUIT CONDUCTORS SHALL BE SIZED FOR A MAXIMUM VOLTAGE DROP OF 3% DESIGN LOAD. FBC 2023 FBC ENERGY CONSERVATION SECTION 405.7.3.

Q. FEEDER CONDUCTORS SHALL BE SIZED FOR A MAXIMUM OF 2% VOLTAGE DROP PER 405.7.3.

ELECTRICAL SHEET INDEX

E0.1	ELECTRICAL NOTES, LEGEND & INDEX
E2.1	LIGHTING PLAN
E3.1	POWER PLAN
E5.1	ELECTRICAL RISER DIAGRAM

ELECTRICAL LEGEND

▽	TELEPHONE OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
▼	DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
▽▼	TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNTED ABOVE COUNTER, SEE ARCHITECTURAL DRAWING FOR SPECIFIC REQUIREMENTS.
▽▼	TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
▽▼	TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT RUN TO THE NEAREST STUD WALL AND STUBBED OUT FROM WALL 6" ABOVE CEILING. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
TV	TELEVISION RECESSED OUTLET. LEGRAND "TV1WMTVSSWCC2". MOUNT AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
	20 AMP SINGLE RECEPTACLE (NEMA 5–20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
	20 AMP QUADRUPLEX RECEPTACLE (NEMA 5–20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
GFI	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) WITH GROUND FAULT CIRCUIT INTERRUPTER, MOUNT AT 18" A.F.F. TO CENTER LINE OF OUTLET. UNLESS NOTED OTHERWISE.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) MOUNTED ABOVE COUNTER SEE ARCHITECTURAL DRAWINGS FOR SPECIFIC REQUIREMENTS.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) WITH ISOLATED GROUND, MOUNT AT 18" A.F.F. TO CENTERLINE OF OUTLET UNLESS OTHERWISE NOTED.
	20 AMP QUADRUPLEX RECEPTACLE (NEMA 5–20R) WITH ISOLATED GROUND, MOUNT AT 18" A.F.F. TO CENTERLINE OF OUTLET UNLESS OTHERWISE NOTED.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R), RECESS FLOOR MOUNTED. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R), CEILING MOUNTED.
	SPECIAL–PURPOSE RECEPTACLE
J	JUNCTION BOX
J_P	SINGLE GANG JUNCTION BOX FOR POWER CONNECTION TO MODULAR FURNITURE SYSTEM INSTALL IN EXACT MANNER AS DIRECTED BY FURNITURE SUPPLIER.
$J_{T/D}$	DOUBLE GANG JUNCTION BOX FOR TELEPHONE/DATA CONNECTION TO MODULAR FURNITURE SYSTEM. INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER. EXTEND (2) 3/4" EMPTY CONDUITS FROM JUNCTION BOX TO ABOVE CEILING AND TERMINATE WITH INSULATING BUSHING 6" FROM WALL.
	TELE/POWER POLE FOR TELEPHONE/DATA/POWER CONNECTION TO MODULAR FURNITURE 8 WIRE SYSTEM (SEE DETAIL THIS SHEET). INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER, WIREMOLD CATALOG # 25DTP–4D W/IVORY FINISH.
	SPECIAL PURPOSE RECEPTACLE MOUNTED BELOW RAISE FLOOR.
EF	EXHAUST FAN. SEE MECHANICAL DRAWINGS FOR SPECIFICATIONS.
$	SINGLE POLE, 20 AMP, SWITCH. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$3	3–WAY, 20 AMP, SWITCH. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$D	SINGLE POLE, 20 AMP, SWITCH WITH DIMMER. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$M	MOTOR RATED SWITCH
$VS	VACANCY SENSOR SWITCH, WATTSTOPPER, MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$	TWO POLE, 30 AMP SWITCH. MOUNT ADJACENT EQUIPMENT TO BE CONTROLLED.
⊠	FACTORY MOUNTED DISCONNECT/STARTER (SEE MECHANICAL SCHEDULE)
A B C	FUSIBLE DISCONNECT SWITCH A = POLES, B= FRAME SIZE, C= FUSE RATING
A B C	FUSIBLE MOTOR STARTER DISCONNECT SWITCH A = POLES, B= NEMA SIZE, C= FUSE RATING
⏚	GROUNDING ELECTRODE & CONDUCTOR SYSTEM
	TRANSFORMER
	ELECTRICAL PANELBOARD
	TELEPHONE WOOD BACKBOARD
WP	WEATHERPROOF
T/C	TIME CLOCK
RE	RELOCATED
E	EXISTING TO REMAIN
A.F.F.	ABOVE FINISH FLOOR
	CEILING MOUNTED DUAL TECHNOLOGY MOTION SENSOR BY WATTSTOPPER.
LV	CEILING MOUNTED LOW VOLTAGE DUAL TECHNOLOGY MOTION SENSOR BY WATTSTOPPER.
DS	CEILING MOUNTED DAY LIGHTING SENSOR. SENSOR TO CONTROL THE DIMMING OF ALL FIXTURES WITHIN 15' OF THE WINDOWS WITH IN ROOM.

ISSUED FOR PERMIT ONLY 02-13-24
NOT FOR PRICING OR CONSTRUCTION

KAMM CONSULTING PROJECT #: 2024-0007
PROJECT MANAGER: JOHN MAYR
KAMM Consulting
1408 Orange Avenue
Fort Pierce, Florida 34950
Phone 954.448.0792
jmayr@kammconsulting.com
Certification of Authorization #8189
PRINCIPAL
Bradly L Brown Florida License #58232
02-13-24 date
signed

ARCHITECT
ARCHITEK DESIGN STUDIO
172 CATANIA WAY
ROYAL PALM BEACH, FL 33411
561.917.1128
ARCHITEK DESIGN STUDIO, LLC
www.ArchitekDesignStudio.com
MARK BORG, ARCHITECT
Mark@ArchitekDesignStudio.com
STEVEN VITEK, PRINCIPAL
Steven@ArchitekDesignStudio.com
561.917.1128

PROJECT

AGAPE PRESCHOOL ACADEMY LLC

2817 PETERS ROAD
FORT PIERCE
FLORIDA 34945

ARCHITECT'S SEAL

MARK BORG AR101027

ENGINEER'S SEAL

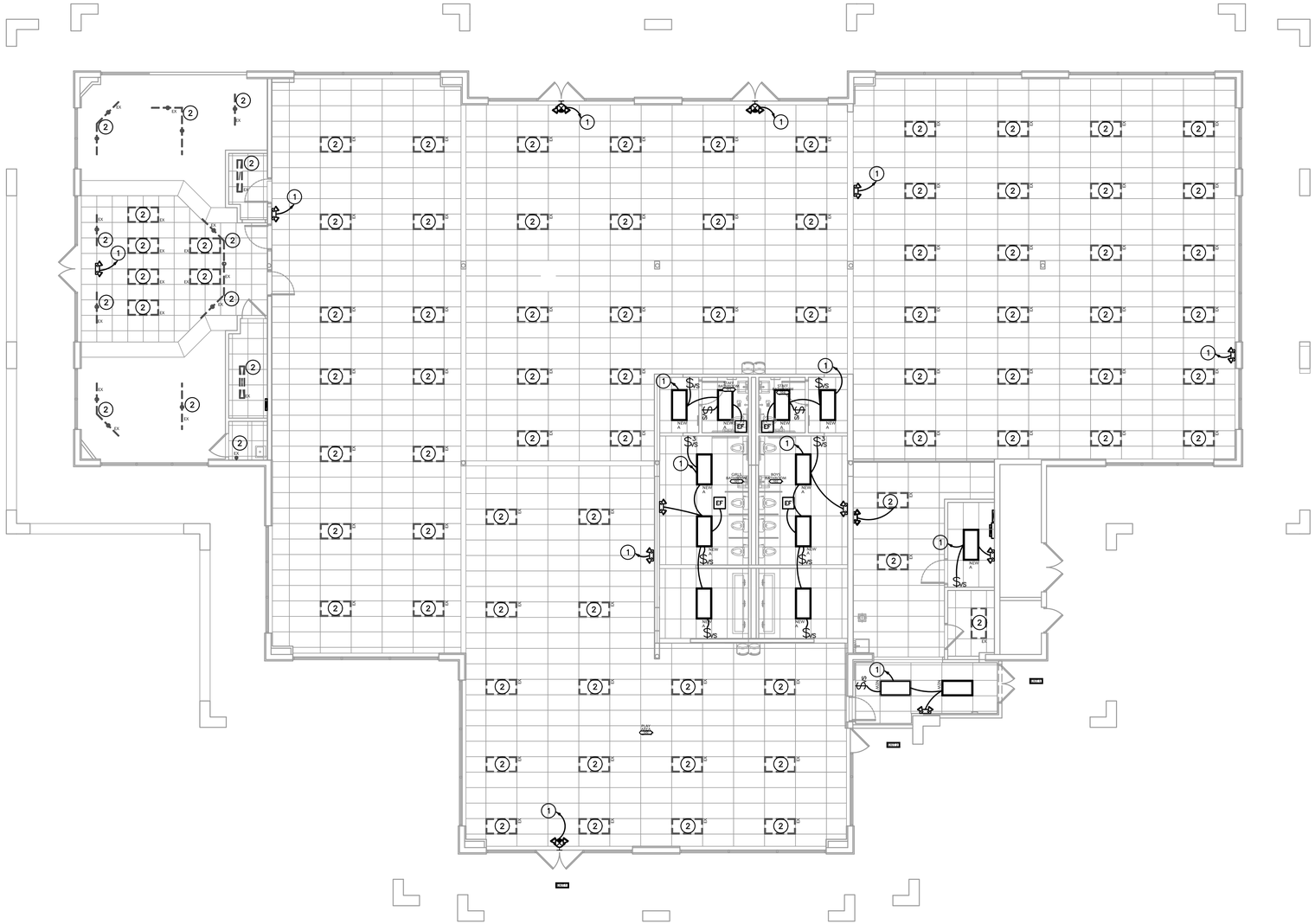
ARCHITECT	ARCHITEK DESIGN STUDIO
MEP ENGINEER	KAMM ENGINEERING
STRUCTURAL	
CIVIL	

PROJECT NO:	2024.02
DRAWN BY:	SV
CHECKED BY:	MB / SV

05	-	-
04	05.18.2026	CONDITIONAL USE
03	02.13.2024	PERMIT
02	01.15.2024	CLIENT / LL REVIEW
01	01.03.2024	PRELIMINARY REVIEW

ELECTRICAL NOTES

E0.1



LIGHTING PLAN
1/8"=1'-0" NORTH

KEY NOTES

1. TIE TO EXISTING LIGHTING CIRCUIT THIS AREA.
2. EXISTING FIXTURE TO REMAIN.

ISSUED FOR PERMIT ONLY 02-13-24
NOT FOR PRICING OR CONSTRUCITON

KAMM CONSULTING PROJECT #: 2024-0007
PROJECT MANAGER: JOHN MAYR

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02-13-24
date

signed

ARCHITECT

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PROJECT

AGAPE PRESCHOOL ACADEMY LLC

**2817 PETERS ROAD
FORT PIERCE
FLORIDA 34945**

ARCHITECT'S SEAL

MARK BORG AR101027

ENGINEER'S SEAL

ARCHITECT	ARCHITEK DESIGN STUDIO
MEP ENGINEER	KAMM ENGINEERING
STRUCTURAL	
G.C.	

PROJECT NO:	2024.02
DRAWN BY:	SV
CHECKED BY:	MB / SV

06	-	
05	05.18.2026	CONDITIONAL USE
04	02.13.2024	PERMIT
03	01.25.2024	CLIENT / LL REVIEW
01	01.03.2024	PRELIMINARY REVIEW

LIGHTING PLAN

E2.1

12. Outdoor Playground and Indoor Gross-Motor/Media Space

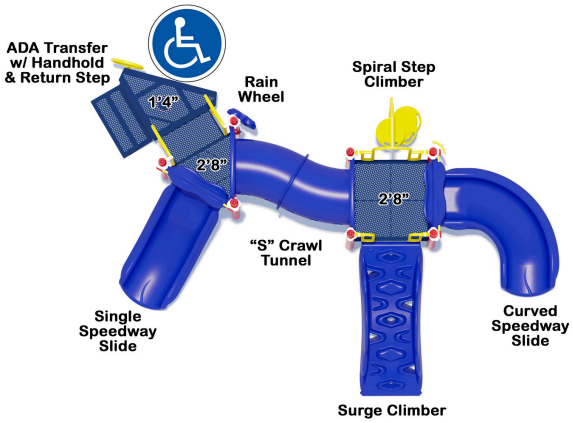
The school is required to provide an outdoor play area. Agape proposes to convert and securely fence approximately 5,500 square feet of the parking area allocated to the standalone building for use as an outdoor playground.

The playground will provide ample allocated space for age-appropriate equipment, impact-attenuating surfacing, outdoor seating, hydration, and shaded activity areas. The goal is to create a safe, secure, and welcoming environment in which children can engage in developmentally appropriate outdoor activity while being protected from vehicle circulation and excessive sun exposure.

The playground plan include or provide for:

- Secure perimeter fencing and controlled, self-latching gates.
- 2 Emergency-access gates are available
- Age-appropriate playground equipment.
- Impact-attenuating ground surfacing.
- Shaded activity areas and outdoor seating.
- Hydration access.
- Appropriate drainage and prevention of standing water.
- Separation from vehicle travel lanes and parking areas.
- Safe pedestrian access between the building and playground.
- Active staff supervision and scheduled inspections and maintenance.





Age Range: 2 to 5 **Fall Height:** 2'8"

Child Capacity: 20 **Use Zone:** 30' x 25'

The playground includes up to 3 shaded areas and open play safe which may include, turf, rubber flooring and or mulch as per industry standards and licensing requirements.



The playground is not intended to accommodate all 225 children at the same time. Children will use the outdoor area in scheduled classroom or age-group rotations. The current DCF child care facility fact sheet states a general outdoor-space benchmark of 45 square feet per child with a minimum outdoor area for one-half of licensed capacity. For a proposed capacity of 225 children, one-half capacity is 112.5 children, and the general benchmark would be approximately 5,063 square feet. A 5,500-square-foot qualifying playground would exceed that general benchmark and could accommodate approximately 122 children at one time at 45 square feet per child, subject to final verification of the usable outdoor area and licensing approval. [4][5]

The final playground schedule will identify the classrooms or age groups using the space, number of children in each group, staff assigned, approximate duration of each session, transition procedures, procedures for severe heat, rain, lightning, or other inclement weather, and the maximum number of children permitted in the playground at one time.

The floor plan will also include an indoor gross-motor, multipurpose, or media center for periods of rain, severe weather, or excessive heat. This indoor area will supplement the outdoor playground but will not be represented as a substitute for required outdoor space unless specifically accepted by the licensing authority.

ILLUSTRATION 3 - PROPOSED 5,500-SQUARE-FOOT PLAYGROUND

11. Parking Plan

The first row of parking spaces immediately east of the building and closest to the controlled entrance is proposed for short-term parent and visitor parking, including all required accessible spaces. This arrangement will allow parents to park near the entrance, escort their children safely, complete check-in or check-out, and return promptly to their vehicles.

A separate and private double-row parking area at the rear of the building will be identified for employees so that staff vehicles do not occupy the short-term spaces needed for parent turnover. The employee area will be sized and assigned to accommodate up to 25 staff members on site. Parent and employee spaces will be separately labeled and will not overlap.

- Existing total parking available within Florida Nexus Park is over 775 spaces.
- There is sufficient parking available and allocated for existing tenants.
- Parking assigned to the standalone preschool building.
    - Private parking spaces allocated for staff (20 Spaces)
- Number of spaces removed or reconfigured for the playground.
    - Parking spaces allocated for playground conversion (40 Spaces)
- Number of short-term parent and visitor spaces.
    - Parking spaces allocated for short-term parking: 18 total, of which 2 are handicap accessible
- Number and location of accessible spaces and accessible routes.

Agape will ensure that parent and employee parking do not obstruct fire apparatus access, emergency exits, neighboring tenant access, loading areas, refuse collection, required accessible routes, or internal drive aisles.

Sufficient parent parking and internal vehicle capacity will be available for an enrollment of up to 225 children. If monitoring shows that the busiest arrival or dismissal period creates unnecessary congestion, Agape will implement staggered schedules, additional staff supervision, revised parking assignments, or other corrective measures



ILLUSTRATION 2 - PARENT, VISITOR, ACCESSIBLE, AND STAFF PARKING

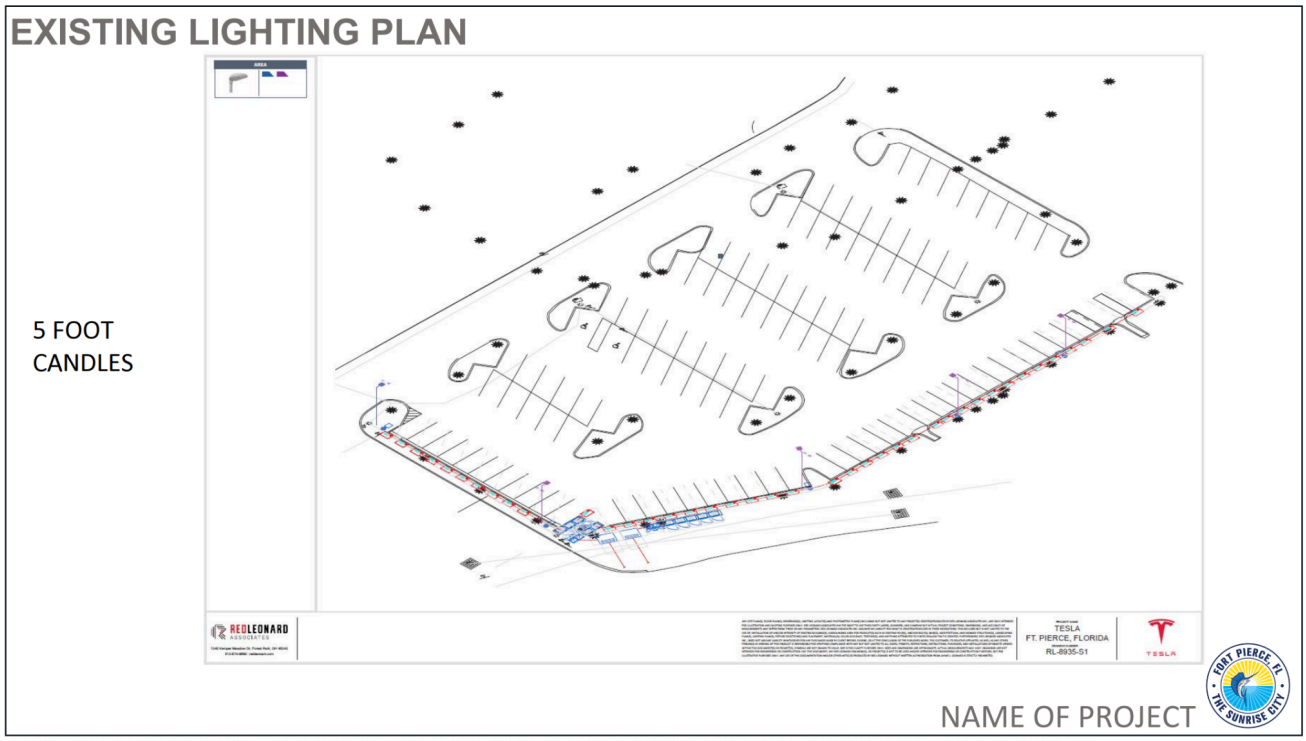
19. Noise, Lighting, Landscaping, and Site Stewardship

The Academy will operate in a manner that protects neighboring tenants and surrounding properties. Outdoor activity will occur only during daytime operating hours and will be supervised and scheduled by classroom or age group. No amplified outdoor music, public-address programming, or routine outdoor evening events are proposed.

The playground fencing, shade, landscaping, and placement will be designed to create a secure child-centered environment and to visually separate the play area from parking and vehicle circulation. Exterior lighting will be directed and maintained to support safety without creating unnecessary glare onto neighboring properties or public roadways.

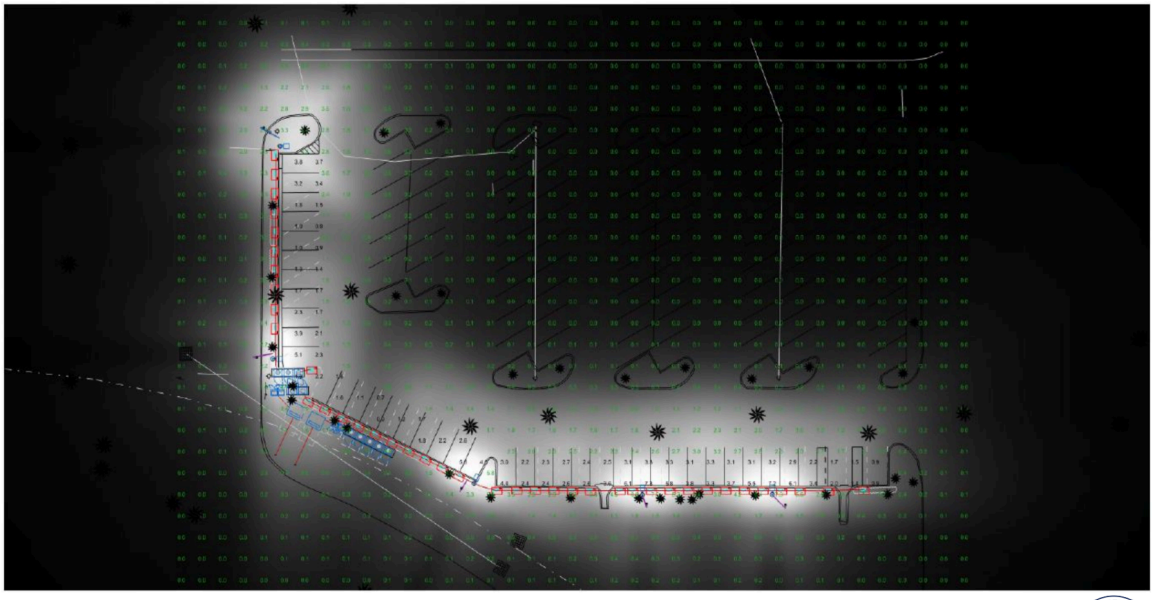
The Academy will maintain the building exterior, playground, landscaping, parking areas assigned to Agape, signs, fences, gates, and pedestrian paths in a clean and professional condition. Waste will be stored and collected in coordination with the property owner so that refuse service does not conflict with arrival and dismissal periods or emergency access.

19A. Lighting Plan



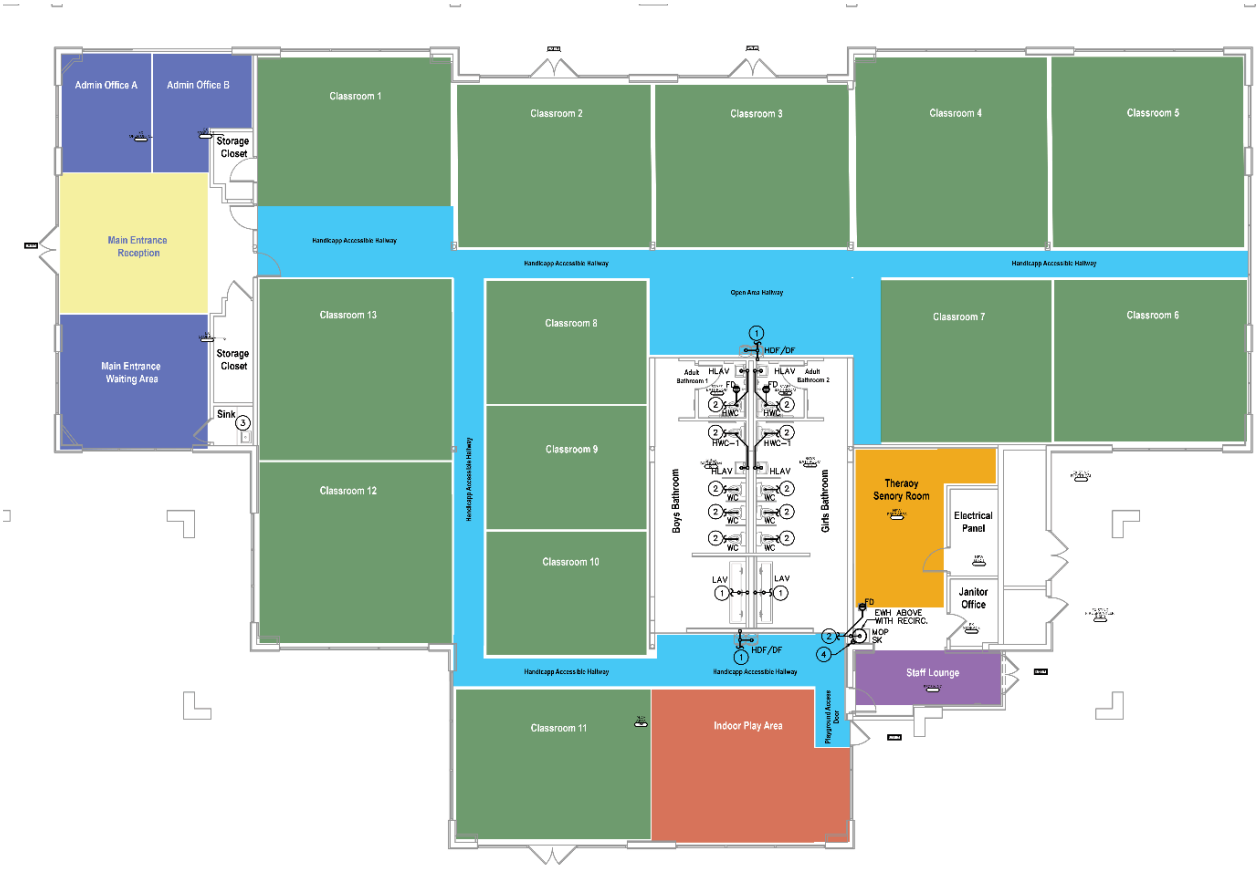
EXISTING LIGHTING PLAN cont'd

5 FOOT
CANDLES



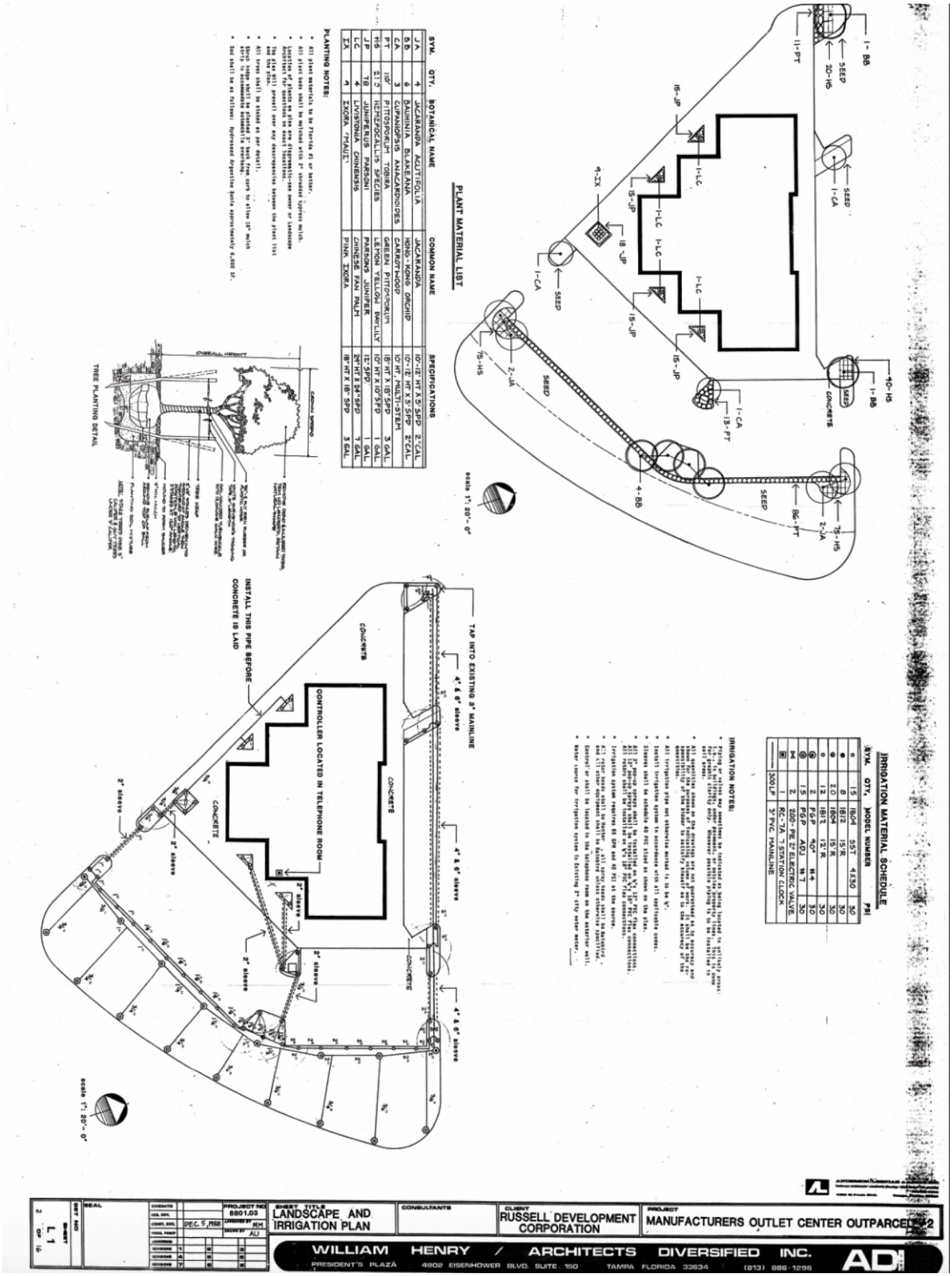
NAME OF PROJECT

4A. Interior Floor Plan



The classrooms are divided by 4.5 ft tall and 8ft wide portable hallway walls. This custom design allows us to adjust the building configuration and maximize class sizes to comply with childcare facility licensing student to teacher to square footage ratio requirements. The dividers are based on ELC and Department of Education standards.

4C. Landscape Plan



Property Identification

Site Address:	2765 PETERS RD
Sec/Town/Range:	24/35S/39E
Parcel ID:	**2324-311-0005-000-1**
Jurisdiction:	Fort Pierce
Land Use Code:	1600 - COM SHOP CNT
Account #:	**128079**
Map ID:	23/24S
Zoning:	General Co



Legal Description

24 35 39 COMM NE COR OF SW 1/4 RUN N 89 DEG 41 MIN 32 SEC W 768.20 FT, TH S 00 DEG 18 MIN 28 SEC W 45 FT TO SLY R/W ANDREWS AV AND POB, TH S 89 DEG 41 MIN 32 SEC E ALG SD SLY R/W 683.72 FT TO PC CONC SW, CA 89 DEG 36 MIN 19 SEC, R OF 30 FT, CB S 44 DEG 53 MIN 22 SEC E, TH ALG SD CURVE 46.92 FT TO WLY R/W PETERS RD, TH S 00 DEG 05 MIN 03 SEC E ALG WLY R/W 261.67 FT TO PC CONC WLY, CA OF 26 DEG 42 MIN 20 SEC, R OF 560 FT, CB S 13 DEG 15 MIN 57 SEC W, TH SWLY ALG ARC OF SD CURVE 261.02 FT, TH S 26 DEG 37 MIN 08 SEC W 235 FT TO PC CONC N, CA 77 DEG 16 MIN 03 SEC, R OF 435 FT, CBS 65 DEG 15 MIN 09 SEC W, TH SWLY ALG ARC OF SD CURVE 586.63 FT TO A PT OF REV CURVE CONC SLY, CA OF45 DEG 27 MIN 09 SEC, R OF 515 FT, CB S 81 DEG 09 MIN 36 SEC W, TH NELY ALG ARC OF SD CURVE 408.55 FT TO PT OF CURVE CONC N, CA OF 80 DEG 06 MIN 22 SEC, CB N 81 DEG 30 MIN 48 SEC W, R OF 30 FT, TH ALG ARC OF SD CURVE 41.94 FT TO ELY R/W ENTRY BV AND PT OF CURVE CONC NELY WITH CA 21 DEG 31 MIN 01 SEC, R OF 625 FT, TH NWLY ALG ARC OF SD CURVE 234.71 FT, TH N 19 DEG 56 MIN 35 SEC W 100.87 FT, TH N 70 DEG 04 MIN 02 SEC E 459.41 FT, TH N 25 DEG 04 MIN 02 SEC E 226.43 FT, TH N 00 DEG 18 MIN 28 SEC E 405.04 FT TO POB. BEING PART OF VAC VILLA VISTA S/D AS IN PB 6 PG 27 (18.61 AC) (OR 2851-331)

Total Areas

Finished/Under Air (SF):	158,300
Gross Sketched Area (SF):	174,927
Land Size (acres):	18.61
Land Size (SF):	810,651.6

Map

Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Powered by Esri

Ownership

Crossroads Plaza FP I LLC
5850 Atlantic AVE Ste 101
Delray Beach, FL 33484-8427

Current Values

Just/Market value:	$9,336,100
Assessed value:	$8,916,265
Exemption value:	$0
Taxable value:	$8,916,265

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Links

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this Parcel: Download PDF
File for homestead exemptions.
View associated Tax Map.
Report Homestead Fraud on this parcel.

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jun 16, 2007	2851/0331	XX02	SPWD	Florida Furniture Mart Inc	$11,500,000
Aug 13, 2003	1775/2405	XX02	WD	Russell Development Corp	$4,500,000
Jan 1, 1900	/				$0

Special Features and Yard Items

Type	Qty	Units	Year Blt
CONCRETE LOW	1	17500	1988
SINGLE LIGHT	10	20	1988
CEMENT CURB	1	8700	1988
DOUBLE LIGHT	17	42	1988
ASP2 LOW	1	340000	1988
CEMENT CURB	1	504	1988
CHAINLINK 6'	1	1125	1988
QUAD LIGHT	1	40	1988
SINGLE LIGHT	5	20	2025

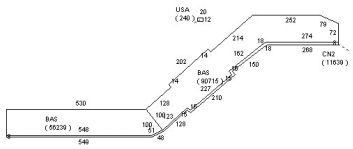
Building Information

(1 of 2)

Finished Area: 146,954 SF

Gross Area: 158,833 SF





Exterior

Building Type:	NSCT
Quality:	Y_D
Number of Units:	12
Year Built:	1988
Effective Year:	1995
Story Height:	1 Story
Roof Structure:	BarJst/Rigid
Roof Cover:	Mod Bitimun
Primary Wall:	CB Stucco

Interior

Bedrooms:	0
Full Baths:	0
Half Baths:	0
A/C %:	100%
Electric:	AVERAGE
Heat Type:	FrcdHotAir
Heat Fuel:	Electric
Heated %:	100%
Primary Int Wall:	Drywall

Secondary Wall:		Primary Floors:	Carpet
View:			

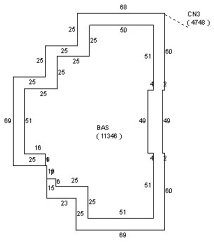
Building Information

(2 of 2)

Finished Area: 11,346 SF

Gross Area: 16,094 SF





Exterior

Building Type:	LROF
Quality:	Y_D
Number of Units:	1
Year Built:	1989
Effective Year:	1995
Story Height:	1 Story
Roof Structure:	BarJst/Rigid
Roof Cover:	Roll Comp
Primary Wall:	CB Stucco
Secondary Wall:	Plate Glass
View:	

Interior

Bedrooms:	0
Full Baths:	0
Half Baths:	0
A/C %:	100%
Electric:	AVERAGE
Heat Type:	FrcdHotAir
Heat Fuel:	Electric
Heated %:	100%
Primary Int Wall:	Drywall
Primary Floors:	Carpet

Values Breakdown

2025

Building	$1,757,100
SFYI	$1,499,100
Land	$6,079,900
Just/Market	$9,336,100

Ag Credit	$0
Save Our Homes or 10% Cap	$419,835
Assessed	$8,916,265
Exemptions	$0
Taxable	$8,916,265

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Description	Amount

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Current Year Special Assessment Breakdown

Start Year	Units	Description	Amount
2013	18.61	North St. Lucie Water Management District	$465.25
2013	263.6	Fort Pierce Stormwater Charge	$18,188.40

This does not necessarily represent the total Special Assessments that could be charged against this property.
The total amount charged for special assessments is reflected on the most current tax statement and information is available with the **SLC Tax Collector's Office**

Permits

Number	Issue Date	Description	Amount	Fees
C46717	Jun 1, 1988	Commercial New Construction	$1,220,400	$1,220,400
C46717	Jun 1, 1988	Commercial New Construction	$1,220,400	$1,220,400

Number	Issue Date	Description	Amount	Fees
C46718	Jun 1, 1988	Commercial New Construction	$439,740	$439,740
C46718	Jun 1, 1988	Commercial New Construction	$439,740	$439,740
C47185	Aug 1, 1988	Sprinkler System	$154,884	$154,884
C47185	Aug 1, 1988	Sprinkler System	$154,884	$154,884
C47419	Oct 1, 1988	Commercial New Construction	$154,884	$154,884
C47419	Oct 1, 1988	Commercial New Construction	$154,884	$154,884
C47776	Nov 10, 1988	Alterations/Remodeling	$3,000	$3,000
C48245	Jan 3, 1989	Alterations/Remodeling	$40,000	$40,000
C48246	Jan 3, 1989	Alterations/Remodeling	$4,000	$4,000
C48248	Jan 3, 1989	Alterations/Remodeling	$2,000	$2,000
C48341	Jan 11, 1989	Alterations/Remodeling	$2,000	$2,000
C48504	Jan 11, 1989	Alterations/Remodeling	$5,000	$5,000
C48373	Jan 12, 1989	Alterations/Remodeling	$2,500	$2,500
C48374	Jan 12, 1989	Alterations/Remodeling	$3,000	$3,000
C48426	Jan 19, 1989	Sprinkler System	$1,376	$1,376
C48551	Feb 1, 1989	Commercial New Construction	$500,000	$500,000
C48551	Feb 1, 1989	Commercial New Construction	$500,000	$500,000
C48550	Feb 3, 1989	Alterations/Remodeling	$3,000	$3,000
C48869	Mar 3, 1989	Alterations/Remodeling	$6,500	$6,500

Number	Issue Date	Description	Amount	Fees
C48849	Mar 10, 1989	Alterations/Remodeling	$20,000	$20,000
C48973	Mar 10, 1989	Alterations/Remodeling	$4,000	$4,000
C48900	Mar 14, 1989	Alterations/Remodeling	$9,000	$9,000
C46293	Apr 5, 1989	Alterations/Remodeling	$5,000	$5,000
C49362	Apr 12, 1989	Alterations/Remodeling	$3,000	$3,000
C49372	Apr 12, 1989	Alterations/Remodeling	$4,000	$4,000
C49446	Apr 18, 1989	Alterations/Remodeling	$8,000	$8,000
C49893	Jun 5, 1989	Alterations/Remodeling	$4,000	$4,000
C49917	Jun 5, 1989	Alterations/Remodeling	$8,000	$8,000
C50651	Sep 6, 1989	Alterations/Remodeling	$100,000	$100,000
C47782	Nov 10, 1989	Alterations/Remodeling	$4,000	$4,000
C53135	Jul 5, 1990	Commercial New Construction	$5,000	$5,000
C53848	Oct 19, 1990	Commercial New Construction	$27,000	$27,000
F91000768	Jun 19, 1991	Alterations/Remodeling	$40,000	$40,000
F92000114	Feb 6, 1992	Commercial New Construction	$5,235	$5,235
F92000178	Feb 18, 1992	Demolition	$500	$500
F92000178A	Feb 25, 1992	Demolition	$2,700	$2,700
F920001082	Sep 14, 1992	Alterations/Remodeling	$37,950	$37,950
C93-04442	Aug 12, 1993	Alterations/Remodeling	$12,000	$12,000
C93-04442	Aug 12, 1993	Alterations/Remodeling	$12,000	$12,000
C93-05454	Oct 8, 1993	Alterations/Remodeling	$20,000	$20,000

Number	Issue Date	Description	Amount	Fees
C93-05454	Oct 8, 1993	Alterations/Remodeling	$20,000	$20,000
C94-00873	Jul 20, 1994	Alterations/Remodeling	$28,000	$28,000
C98-000341	Apr 3, 1998	Alterations/Remodeling	$18,000	$18,000
C98-000456	Apr 17, 1998	Alterations/Remodeling	$2,300	$2,300
DM2002-10	Dec 18, 2002	Demolition	$4,000	$100
CR2003-1	Feb 20, 2003	Alterations/Remodeling	$32,000	$1,263
DI2003-8	Mar 21, 2003	Demolition	$0	$150
CR2003-40	Apr 15, 2003	Alterations/Remodeling	$2,450	$125
CR2003-26	May 20, 2003	Commercial New Construction	$15,000	$550
CR2003-30	May 20, 2003	Alterations/Remodeling	$5,000	$250
CR2003-31	May 20, 2003	Alterations/Remodeling	$5,000	$275
CR200373	Jul 25, 2003	Alterations/Remodeling	$1,000	$75
DI200318	Aug 20, 2003	Demolition	$0	$125
CR200397	Oct 30, 2003	Alterations/Remodeling	$16,400	$429
IC20047	Oct 5, 2004	Alterations/Remodeling	$0	$712
MC2004341	Nov 10, 2004	Air Conditioning Only	$20,880	$225
MC2004397	Dec 30, 2004	Air Conditioning Only	$14,100	$75

Number	Issue Date	Description	Amount	Fees
MC200535	Jan 31, 2005	Air Conditioning Only	$22,710	$225
MC2005188	May 20, 2005	Air Conditioning Only	$14,100	$141
MC2005332	Jul 15, 2005	Air Conditioning Only	$46,680	$375
MC2005301	Jun 14, 2005	Air Conditioning Only	$0	$75
MC2006159	Jul 20, 2006	Air Conditioning Only	$19,000	$150
BP09-156	Feb 4, 2009	Alterations/Remodeling	$75,000	$900
BP10-0268	Feb 11, 2010	Alterations/Remodeling	$24,000	$315
BP10-2345	Nov 30, 2010	Alterations/Remodeling	$100,000	$1,039
BP10-2684	Dec 10, 2010	Electric	$2,250	$155
BP10-2718	Dec 13, 2010	Air Conditioning Only	$27,750	$373
BP10-2750	Dec 20, 2010	Electric	$20,000	$283
BP11-1101	Jul 11, 2011	Alterations/Remodeling	$30,000	$312
BP11-0843	May 5, 2011	Electric	$1,000	$155
BP11-0793	May 3, 2011	Electric	$150	$155
BP12-0164	Feb 8, 2012	Demolition	$20,000	$515
bp11-2746	Mar 9, 2012	Alterations/Remodeling	$750,000	$7,892
BP12-0559	Apr 27, 2012	Chainlink Fence	$21,203	$221
BP12-0421	Apr 4, 2012	Alterations/Remodeling	$1,174,888	$12,207
BP12-0027	Feb 2, 2012	Alterations/Remodeling	$97,500	$1,013
BP12-0271	Feb 16, 2012	Alterations/Remodeling	$8,000	$159
BP12-0749	May 4, 2012	Electric	$38,000	$395

Number	Issue Date	Description	Amount	Fees
BP12-0775	May 14, 2012	Awning/Shutters	$13,382	$140
BP12-0922	Jun 28, 2012	Electric	$90,000	$1,265
BP11-0793	Apr 9, 2012	Electric	$150	$135
BP12-0182	Feb 15, 2012	Electric	$2,200	$155
BP12-0390	Mar 30, 2012	Paving	$5,000	$80
BP12-0526	Mar 26, 2012	Electric	$8,440	$165
BP12-0527	Mar 26, 2012	Electric	$2,800	$178
BP12-0528	Mar 26, 2012	Electric	$975	$155
BP12-1767	Oct 3, 2012	Electric	$1,626	$155
BP13-0148	Jan 17, 2013	Demolition	$20,000	$257
BP13-0087	Feb 6, 2013	Alterations/Remodeling	$500,000	$5,195
BP13-1657	Apr 26, 2013	Electric	$32,400	$478
BP13-2564	Aug 5, 2013	Electric	$11,902	$201
BP13-2565	Aug 5, 2013	Electric	$15,126	$234
BP13-2566	Aug 5, 2013	Electric	$4,386	$155
BP13-3002	Oct 2, 2013	Electric	$2,225	$79
BP16-3363	Dec 29, 2016	Electric	$8,000	$0
BP18-3468	Oct 10, 2018	Electric	$950	$0
BP18-3469	Oct 10, 2018	Electric	$950	$0
BP19-0113	Jan 14, 2019	Electric	$500	$0
BP19-0266	Jan 25, 2019	Air Conditioning Only	$18,226	$0
BP19-0203	Mar 1, 2019	Interior Office Buildout	$210,000	$0

Number	Issue Date	Description	Amount	Fees
BP19-0970	Mar 27, 2019	Electric	$66,800	$0
BP19-1155	Apr 11, 2019	Electric	$1,500	$0
BP19-1768	May 23, 2019	Air Conditioning Only	$10,000	$0
BP19-1550	May 8, 2019	Air Conditioning Only	$40,000	$0
BP19-2083	Jul 17, 2019	Awning/Shutters	$3,298	$0
BP20-0973	May 13, 2020	Plumbing	$260,385	$0
C20-1308	Jun 26, 2020	Air Conditioning Only	$40,000	$0
BP20-1659	Jul 17, 2020	Air Conditioning Only	$42,829	$0
BP20-2406	Aug 26, 2020	Air Conditioning Only	$10,000	$0
BP20-3424	Nov 16, 2020	Interior Office Buildout	$395,000	$0
BP20-3423	Dec 16, 2020	Interior Office Buildout	$150,000	$0
BP22-2554	Aug 10, 2022	Repairs	$483,000	$0
BP23-1332	May 3, 2023	Electric	$80,000	$0
BP23-3686	Sep 18, 2023	Repairs	$15,000	$0
23-4158	Nov 1, 2023	Electric	$43,000	$0
23-4821	Feb 8, 2024	Repairs	$1,400,000	$0
24-1096	Apr 10, 2024	Plumbing	$30,000	$0
24-762	Jun 11, 2024	Repairs	$150,000	$0

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in **Fort Pierce**

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.

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Number	Issue Date	Description	Amount	Fees
CBLDG-2024-00114	Dec 9, 2024	Interior Office Buildout	$300,000	$0
FTC-2026-00403	Apr 16, 2026	Chainlink Fence	$4,950	$0

10. Parent Arrival, Dismissal, and Internal Circulation

Because of the young age of Agape's students, every parent or authorized caregiver will be required to park, escort the child into the building, and complete the electronic check-in or check-out process through the administrative office. Children will not be dropped off or released from a vehicle standing in a travel lane.

The anticipated primary route is from Okeechobee Road to Crossroads Parkway and then to Peters Road. Once on the property, the proposed internal circulation pattern will direct vehicles around the standalone building through a clearly signed and striped one-way loop.

Parents and authorized caregivers will:

1. Enter the internal drive aisle on the west side of the standalone building.
2. Proceed to the designated short-term parent parking area. See Illustration 2 below.
3. Park and escort the child along the designated pedestrian route to the controlled main entrance.
4. Complete the required electronic check-in or check-out process through the administrative office.
5. Return to the vehicle and continue along the drive aisle east of the building.
6. Exit the site and return to Peters Road without reversing through the principal arrival flow.

The arrival and dismissal procedures will be designed to serve a maximum enrollment of up to 225 children without permitting vehicle queues to extend into Peters Road, Crossroads Parkway, or another public right-of-way. Parents and caregivers will generally be inside the building only for the time necessary to complete the controlled check-in or check-out process.

Agape will implement the following circulation safeguards:

- No child loading, unloading, or vehicle staging within Peters Road, Crossroads Parkway, or another public right-of-way.
- No curbside release of children.
- Clearly marked pedestrian paths from parent parking to the main entrance.
- Staff monitoring of arrival and dismissal during the busiest periods.
- Staggered arrival and dismissal assignments by classroom or age group as enrollment increases.
- Signs and pavement markings directing the one-way circulation pattern.
- Parent orientation and written circulation rules in the family handbook.
- Immediate corrective action for parents who disregard circulation procedures.
- Monitoring of traffic operations during the opening weeks and after significant enrollment increases.
- A written backup plan identifying operational adjustments if internal queuing or congestion occurs.

Agape will coordinate with the property owner and, when required, a qualified traffic professional to demonstrate that parent vehicles can be accommodated internally without affecting Peters Road or the surrounding public roadway system.



ILLUSTRATION 1 - PROPOSED ARRIVAL AND DISMISSAL CIRCULATION

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Linda Cox
100 N US Highway 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 09/20/2026
SCN tcpalm.com 09/20/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/20/2026

Legal Clerk

Notary, State of WI, County of Brown

8.25.30

My commission expires

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MARIAH VERHAGEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 5, 2026, hold a Quasi-Judicial Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of an application for Conditional Use No New Construction submitted by applicant Joel and Indira Borgella to operate in 11,375 square feet for use of Agape Preschool Academy located at 2817 Peters Road, more specifically located at Parcel Control Number: 2324-311-0005-000-1.

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
September 20 2026
LSAR0596609

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 10/05/2026

Re: 2024-2027 Local Housing Assistance Program - Amendment - SB594 Compliance

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

SUBJECT:

Public Hearing and Approval of Resolution 26-R60 the City of Fort Pierce adopting a revised 2024-2027 Local Housing Assistance Program.

SUMMARY:

The City of Fort Pierce — Grants Division seeks to amend the current Local Housing Assistance Program (LHAP) Report.

The original 2024–2027 Local Housing Assistance Plan was adopted in May 2024. Senate Bill 594, effective July 1, 2026, requires amendments to Local Housing Assistance Plans to include additional manufactured housing strategies. The proposed amendment incorporates these statutory requirements, including: Relocation assistance for owners and tenants displaced by the closure of a mobile home park. Lot rent assistance for manufactured housing owners for up to six months. Rehabilitation and emergency repairs for manufactured housing. Removal of the previous SHIP 20 percent funding cap on manufactured housing.

RECOMMENDATION:

Staff recommends approval of Resolution 26-R60 adopting the 2024-2027 Local Housing Assistance Program (LHAP) and authorizing its submission to Florida Housing Corporation for the State Housing Initiative Program (SHIP).

ALTERNATIVES:

Staff shall proceed as directed by commission.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager

COORDINATED WITH:

Under the supervision of the Finance Director, Johnna Morris, the Grants Division Manager will submit this document on behalf of the City of Fort Pierce.

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2026-2027
Account:	1059502
Amount:	0.00

OTHER INFORMATION:

The City of Fort Pierce — Grants Division seeks to amend the current Local Housing Assistance Program (LHAP) Report.
The original 2024–2027 Local Housing Assistance Plan was adopted in May 2024. Senate Bill 594, effective July 1, 2026, requires amendments to Local Housing Assistance Plans to include additional manufactured housing strategies. The proposed amendment incorporates these statutory requirements, including: Relocation assistance for owners and tenants displaced by the closure of a mobile home park. Lot rent assistance for manufactured housing owners for up to six months. Rehabilitation and emergency repairs for manufactured housing. Removal of the previous SHIP 20 percent funding cap on manufactured housing.

Attachments

2024-2027 Local Housing Assistance Program (LHAP) Amendment - June 2026

Exhibit A - Budget

Exhibit B - Timeline for SHIP Expenditures

Exhibit C - Housing Delivery Goals Chart

Exhibit D - Certification Document

Exhibit E - Resolution

Senate Bill No. 594

CAO Memo

City of Fort Pierce

AMENDMENT 7/22/2026

State Housing Initiatives Partnership (SHIP)

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2024-2025, 2025-2026, 2026-2027

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution	

Section I. Program Details:

A. LG(s)

Name of Local Government	City of Fort Pierce
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2024-2025, 2025-2026, 2026-2027

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status.

Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

1. Very-Low Special Needs
2. Low Special Needs
3. Very Low
4. Low
5. Special Needs
6. Elderly
7. Essential Services Personnel

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria

for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All Administrative Duties	10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** N/A.

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City of Fort Pierce will comply with the most current Florida Building Codes for residential development regarding Energy Efficiency. The City's rehabilitation activities include an assessment and repair/replacement as warranted, of items required to maintain affordable homeowner's insurance.

V. Describe efforts to meet the 20% Special Needs set-aside: A minimum of 20% of each year's allocation will be expended to assist special needs persons with priority given to persons with Special Needs as defined in 420.0004 (13) . To meet this requirement, targeted marketing of the SHIP strategies with an emphasis on the rehabilitation program for ADA and accessibility home modifications.

W. Describe efforts to reduce homelessness: The City of Fort Pierce is located within a boundaries of the three county Continuum of Care area and continues to work to establish a relationship with the Treasure Coast Homeless Services Council, Inc (CoC lead) to draw from their knowledge and resources for helping homeless person, and especially for chronically homeless individuals and families, veterans and their families and homeless youth. The CoC uses the Coordinated Entry system for all individuals seeking housing assistance, and this process prioritizes the most vulnerable households for assistance.

The City partners with regional nearby counties on the Treasure Coast to sponsor the "Where to Turn" - 211 Network. The 211 Network Program connects people in need with dignified and accessible services.

Section II. LHAP Strategies:

A. New Construction/Infill Housing	**Code 10**

a. **Summary:** This strategy is designed to revitalize residential communities through the construction of affordable homes. SHIP funds will be awarded to for-profit and not-for-profit organizations, including Community Land Trusts (CLT), for acquisition and construction of housing units for homeownership to pay down the development cost to further reduce the sales price to income eligible homebuyers.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. Income Categories to be served: Very low, low and moderate

d. Maximum award:
Homebuyer: Very Low - $80,000; Low - $60,000; Moderate - $40,000
Developer: $150,000 per unit.

e. **Terms: Developer**

1. **Repayment Loan/Grant:** Funds will be awarded to the Developer as a deferred loan secured by a recorded subordinate mortgage and note until conveyed to the buyer.
2. **Interest Rate:** 0%
3. **Years in Loan Term:** Ends upon conveyance of property to a homebuyer, but not later than 18 months from the award.
4. **Forgiveness:** Forgiven upon conveyance to buyer if transferred within 18 months after the award.
5. **Repayment:** Not required as long as the loan is in good standing. Once the Developer has completed and sold the house to an income eligible buyer, the proceeds from the sale of the property will be used to pay off 100 percent of the developer's loan for that property. A reasonable profit/fee of 15%) to the developer will be determined by the City. If all conditions are met, the City/lender will release the property or satisfy the mortgage.
6. **Default:** Failure on the part of the developer to receive a certificate of occupancy and transfer ownership to an income eligible buyer within 18 months of receiving the award will constitute a default.

.

Terms: Homeowner

1. **Repayment Loan/Grant:** Funds will be awarded as a deferred loan secured by a recorded subordinate

mortgage and note.

2. **Interest Rate:** 0%
3. **Years in Loan Term:** 15 years.
4. **Forgiveness:** Loan is forgiven at the end of the loan term 15 years.
5. **Repayment:** None required as long as the loan is in good standing.
5. **Default:** The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. In the event of the death of the property owner, the loan may be assumed by a SHIP eligible heir. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the mortgage holder, the City, will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment. If a default occurs, repayment of the outstanding balance will be immediately due to the City of Fort Pierce.

   If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursing a repayment.

f. **Recipient Selection Criteria:** Assistance will be provided on a first-qualified, first-served basis in accordance with Section 1 (I) of this Plan. The homebuyer must meet the following qualifications:

1. Qualify for a first mortgage through a qualified lender or approved not-for-profit sponsor providing first mortgage financing;
2. Complete a HUD certified homebuyer education class within the 18 months prior to closing;
3. Contribute a minimum of $750.00 toward the purchase of the home;
4. Applicant must be a first-time homebuyer.

g. **Sponsor Selection Criteria**: Request for proposals and/or open application process will be utilized to select a sponsor to implement these projects. Characteristics in determining sponsor developer may include, but are not limited to:

- Capacity and capability to carry out project;
- Scale of project/utilization of Density Bonuses;
- Experience in completing similar projects;
- Use of green building techniques.

The criteria to select agencies may include, but is not limited to the following:

- Consistency of the project with basic goals and objectives of the City;
- The financial strength of the sponsor, including the ability to leverage funds from other sources;
- The ability of the sponsor to complete the project by the deadlines established by the City;
- The Capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Proof of site control;
- Agreement to select recipients based on compliance with all eligibility requirements imposed by the program;

- Preference shall be given to 1) Community Land Trust, and 2) not-for-profit entities, and 3) preference for the sponsors that employ personnel from the Welfare Transition Program.

h. **Additional Information**:

- Funds may be used as a match for other programs offered by the federal government and the State of Florida to develop affordable housing.
- Developers will be required to submit proposals to provide housing that conforms to the City's proposal request specifications, neighborhood redevelopment plans and the Comprehensive Plan.
- Eligible properties include single-family housing or the single-family portion of a mixed-use facility.
- Developers will provide a project development cost breakdown including a project development fee and the City will pay for project expenses on a reimbursement basis.
- In some cases, the City may offervacant lots to the developers to build single family homes from its surplus lands inventory.
- A homebuyer may only receive this assistance once in a lifetime.

B. Purchase Assistance	*Code 2*

a. **Summary of Strategy:** The City of Fort Pierce may provide funds for Home Purchase within City limits by providing down payment and/or closing cost assistance for eligible first-time homebuyers to purchase a newly constructed or an existing home for use as their primary residence.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, Low, and Moderate

d. **Maximum award**: $50,000 for Very low- and low-income families and $45,000 for moderate-income families.

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Deferred Loan secured by a mortgage and note.
2. **Interest Rate**: 0%
3. **Years in loan term:** See chart below.
4. **Forgiveness:** The loan is forgiven on an annual basis according to the chart below. Loan will be 100% forgiven at the end if the term.

Income Level	Assistance Amount	Term Period	Annual Forgiveness
Moderate	$0.00-45,000	10 Year	1/10 of loan amount
Very Low, Low	$45,001-$50,000	15 years	1/15 of loan amount

6. **Repayment:** Not required as long as the loan is in good standing
7. **Lien Position:** Second
8. **Default:** The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to rental property; loss of homestead

exemption status; or failure to occupy the home as primary residence. In the event of the death of the property owner, the loan may be assumed by a SHIP eligible heir. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the mortgage holder, the City, will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment. If a default occurs, repayment of the outstanding balance will be immediately due to the City of Fort Pierce.
If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursing a repayment.

f. **Recipient/Tenant Selection Criteria**: Applicants will be assisted on a first qualified/first-served basis with priorities in accordance with Section, 1 (I) of this Plan.

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information**:

- Homebuyers must complete a certified, 8-hour homebuyer's workshop from a HUD approved agency. Assistance is provided once in a lifetime; compliance with this requirement will be documented in the applicant's file.
- Applicant may not currently own or have liquid assets exceeding $200,000, and/or combination of liquid and non-liquid assets exceeding the current purchase price limit (excluding their primary residence).

C. Owner-Occupied Rehabilitation	Code 3

a. **Summary:** The City provides Owner-Occupied housing repair/rehabilitation funding through the SHIP program for the upgrading of substandard, owner-occupied housing units and for addressing housing code violations. This strategy provides general property improvements to provide basic amenities and to bring units into conformity with HQS housing standards.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, Low, and Moderate

d. **Maximum award**: $100,000.00

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Deferred Loan secured by a mortgage and note.
2. **Interest Rate:** 0%
3. **Years in loan term:** See chart below.

Assistance Amount	**Term Period**	**Annual Forgiveness**

$0.00 - $30,000.00	5 Years	1/5 of loan amount
$30,0001 - $60,000.00	10 Years	1/10 of loan amount
$60,001.00 – 100,000.00	15 Years	1/15 of loan amount

4. **Forgiveness**: The loan will be forgiven based on terms listed in the chart above.
5. **Repayment**: Not required if the loan is in good standing.
6. **Lien Position**: Second
7. **Default**: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion of rental property; loss of homestead exemption status; or failure to occupy home as primary residence. In the event of default, which is defined as not meeting the occupancy eligibility and/or ownership requirements, the City may foreclose to recover funds made available for assistance which is secured by a mortgage and note on the property. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the mortgage holder, the City, will recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
   If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursing a repayment.

f. **Recipient/Tenant Selection Criteria**: Homeowners that reside within the City of Fort Pierce will be eligible to apply for assistance through this strategy. Applicants will be selected on a first-qualified, first-served basis, with priority given in accordance with the priorities in accordance with Section 1 (1) of this Plan. All persons over the age of 18 whose name(s) appear on the deed or title of the home must be listed as applicants on the rehabilitation application and must complete the income eligibility process before they are determined eligible. Priority will be given to properties that have health or safety condition as determined by the initial in-house inspection.

g. **Additional Information**:

- This strategy may be combined with other state, federal, or local programs. Under no circumstances shall improvements be made to only improve the aesthetics of the home. Homes selected for rehab must undergo a full inspection by City building inspectors prior to approval of the SHIP award. The inspection determines the specifications of the rehabilitation to be done and ensures that the funding amount is sufficient to cover the scope of the proposed project. If this amount exceeds 50% of the assessed value, the homeowner will be offered the demolish/reconstruction option, if available. Assistance is provided once in a lifetime.
- Applicant may not currently own or have liquid assets exceeding $200,000, and/or combination of liquid and non-liquid assets exceeding the current purchase price limit (excluding their primary residence).

D. Demolition/Reconstruction	Code 4

a. **Summary:** This strategy award funds for the demolition and reconstruction of single-family homes.

Structures will be demolished and rebuilt in the following cases:

- Single family properties that are in a flood zone and have estimated rehabilitation costs exceeding 50% of the assessed value.
- Single-family properties that are not in a flood zone but are beyond repair and unsafe for human habitation. The property must meet the definition of an unsafe structure as defined by the Florida Building Code.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, low, and moderate

d. **Maximum award**: $250,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Deferred Loan secured by a mortgage and note.
2. **Interest Rate:** 0%
3. **Years in loan term:** 15
4. **Forgiveness**: The loan will be forgiven at the end of the 15-year term.
5. **Repayment**: Not required if the loan is in good standing.
6. **Default**: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to maintain homeowner's insurance on the home; failure to occupy the home as primary residence.

   In the event of default, which is defined as not meeting the occupancy, eligibility and or ownership requirements, the City may foreclose to recover funds made available for assistance which is secured by a mortgage and note on the property. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home aa a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. **Recipient/Tenant Selection Criteria**: Applicants are selected on a first-qualified, first-served basis with priorities in accordance with Section 1 (1) of this Plan.

g. **Sponsor Selection Criteria: N/A**

h. **Additional Information:** Homeowner is responsible for all fees associated with locating to a temporary residence while home is being demolished and reconstructed. Applicant is required to maintain Homeowners Insurance during the affordability period. Assistance is provided once in a lifetime.

E. New Construction Rental	Code 21

a. **Summary:** This strategy is designed to provide assistance to eligible sponsor organizations to produce affordable rental housing. This strategy will provide for partnering with for-profit affordable housing developers and non-profit sponsor agencies for the construction/rehabilitation of rental units.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, low, and moderate

d. **Maximum award:** $25,000 per unit, $100,000 per project

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: This is a deferred loan secured by a mortgage and note.
2. **Interest Rate**: N/A
3. **Years in loan term:** 15 Years
4. **Forgiveness**: The deferred loan will be forgiven at the end of the affordability period.
5. **Repayment** None required if loan is in good standing.
6. **Default**: If the property is sold or transferred or fails to comply with the terms of the agreement during the minimum fifteen-year affordability period, the full amount is due and payable. The mortgage may be assumed by a non-profit sponsor organization who would comply with the terms of the agreement.

f. **Recipient/Tenant Selection Criteria**: Tenants are selected on a first-qualified, first -served basis with priorities in accordance with Section 1 (1) of this Plan.

g. **Sponsor Selection Criteria:** Sponsors will be selected through a publicly advertised competitive application process. This process involves a thirty (30) day public notification of the availability of funding, a written application delineating program requirement, a request for proposal (RFP), and an open and objective evaluation process and a formal award through a written contract. Sponsor selection outside of the advertised competitive application may be encumbered by the local government at their discretion when funding is being requested as a match for Florida Housing Finance Corporation or Federal competitive cycles. Eligible sponsors will, at minimum, meet the following criteria:

a. Eligible sponsors will be a for profit organized and established under the laws of the State of Florida or non-profit community- based organization having obtained official designation as a 501(C)(3) and in operation for more than 12 months.
b. Eligible sponsors will have an established record of construction and/or rehabilitation of affordable housing.
c. Eligible sponsors will be required to provide substantial evidence of its ability to construct or otherwise deliver a completed project within a reasonable timetable. Preference will be given to non-profit and for-profit organizations that hire personnel from Welfare Transition, Workforce Development initiatives and other employment assistance programs.
d. The non-profit or for-profit corporation must have financial accountability standards that permit the City of Fort Pierce's SHIP Program to account for and audit SHIP funds.

h. Additional Information: During the affordability period rents cannot exceed the per unit rent limits Published by Florida Housing Finance Corporation on an annual basis.

F. Rapid Rehousing	Code 26

a. **Summary:** The Rapid Rehousing Strategy is created to assist individuals or families who are homeless according to Florida's definition in Section 420.621 of the Florida Statues. The assistance is limited to security deposit and /or utility deposits and a maximum of 12 months rental assistance. Households will be identified through social service agencies, specifically those assisting homeless individuals.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Extremely Low, Very low, Low

d. **Maximum award**: $10,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Assistance will be provided as a Grant.
2. **Interest Rate:** N/A
3. **Years in loan term**: N/A
4. **Forgiveness:** N/A
5. **Repayment:** N/A
6. **Default:** N/A

f. **Recipient/Tenant Selection Criteria**: Applicants must be referred from a social service agency that serves homeless populations. Applicants will be assisted on a first-eligible, first-served basis.

g. **Additional Information**: Assistance will be provided directly to the housing provider on behalf of the applicant(s). Assistance will be provided once in a lifetime and will be documented in the applicant's file.

G. Emergency Repair	Code 6

a. **Summary:** SHIP funds will be used to provide assistance to owner-occupied homes to make emergency repairs. Emergency repairs includes health and safety hazards that are deemed unsafe, such as structural repairs, replacing or repairing an A/C unit, emergency repair or replacement of roofing that is leaking, damaged windows causing exposure to the elements, electrical problems that may cause a fire hazard and plumbing issues, accessibility improvements.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, low, and moderate

d. **Maximum award:** $10,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: This assistance will be provided in the form of a grant.
2. **Interest Rate**: N/A
3. **Years in loan term/ Forgiveness**: N/A
4. **Repayment: N/A**
5. **Default**: N/A

f. **Recipient/Tenant Selection Criteria**: Applicants selected on a first-qualified, first-served basis with priorities given to persons in accordance with Section 1 (I) of this Plan.

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information**: The property must be eligible as defined in 420.9071 (8) FS. Assistance will be provided once in a lifetime.

H. Disaster/Post Disaster Mitigation	Code 5, 16

a. **Summary:** In the event of a state or federally declared disaster by Executive Order of the President or Governor, the City will utilize funds that have not yet been encumbered or used with additional disaster funds allocated by Florida Housing Finance Corporation. Disaster assistance will be for items such as, but not limited to:

(a)Purchasing of emergency supplies to weatherproof damaged homes.
(b)Providing of repairs to avoid further damage.
(c)Removal of trees and debris,
(d)Rental, mortgage, and or utility assistance for eligible recipients that have been displaced from their homes due to disaster. Assistance not to exceed three months.

Alternatively, funds may also be used to retrofit weather disaster affected residences with mitigation features (installation of roofing straps, shutters, storm doors, windows, and garage doors) that help prevent future storm/adverse weather damage.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, Low, and Moderate

d. **Maximum award:** $10,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: This assistance will be provided in the form of a grant.
2. **Interest Rate**: N/A
3. **Years in loan term/ Forgiveness**: N/A.
4. **Repayment/Default**: N/A

f. **Recipient/Tenant Selection Criteria**: Applicants selected on a first-qualified, first-served basis with priorities in accordance with Section 1 (I) of this Plan.

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information**: If owner is insured, proceeds from the insurance must be used first before SHIP funds, except for the payment of the deductible.

I. Strategy Name: Foreclosure Prevention	**Code 7**

a. **Summary of Strategy**: Funding will be provided to assist with delinquent mortgage payments (PITI), up to three (3) months additional payments, property taxes, and homeowners' insurance. Additionally, funding may assist with late fees, attorney's fees, homeowners' association payments, special assessments, other foreclosure associated costs, and mortgage delinquency and default resolution counseling.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served:** Very low, low and moderate

d. **Maximum award:** $10,000

e. **Terms:**

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred payment loan secured by a recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 years
4. Forgiveness: The loan amount will be forgiven at the end of the term.

f. **Repayment:** None required as long as loan is in good standing.

g. **Default:** The loan will be in default if any of the following occurs: sale, transfer or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence.

In the event of death of the qualifying homeowner(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the original loan amount will be due payable.

If the home is foreclosed by a superior mortgage holder, the City will make an effort to recapture funds through all available legal remedies if it is determined that adequate funds may be available to justify pursuing a recapture.

h. **Recipient Selection Criteria:**

In addition to being selected on a first –qualified, first-served basis, applicants must:

1. Provide proof of the arrearage in the form of notification from the first mortgage lender of applicant's delinquency and/or intent to foreclose.

2. Provide evidence of a hardship that caused the arrearage (considerable loss of income/employment, death of a household member, divorce, unexpected medical expenses, or unanticipated home repairs or costs associated with increases escrows).

3. Complete counseling from a HUD approved agency or NeighborWorks approved agency trained in foreclosure
counseling.

Additional Information:

- Participants can only receive assistance once during the term of the lien.
- The assessed value of the property may not exceed the current established maximum sales price.

J. Strategy Name: Manufactured Housing (Mobile Homes)	**Code 3, 28, 29**

a. **Summary: The manufactured housing strategy may provide funds for:**
   1. **Relocation assistance for owners/tenants who have been evicted due to closure of a mobile home park in accordance with 723.003, F.S.**
   2. **Lot rent assistance to owners of manufactured housing/mobile homes not to exceed six months**
   3. **Rehabilitation/emergency repairs**

b. Fiscal Years Covered: 2026-2027

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000 (relocation assistance)
$5,000 (lot rental assistance)
$15,000 (rehab/emergency repairs)

e. Terms:

1. **Repayment loan/deferred loan/grant: For relocation assistance and lot rent**

assistance, the funds are awarded as a grant. For rehab/emergency repairs the loan is secured by a note and mortgage/lien.

2. **Interest Rate: 0%**
3. **Years in loan term: N/A for relocation assistance and lot assistance, 10 years for rehab/emergency repairs**
4. **Forgiveness: N/A for relocation assistance and lot assistance, forgiven at the end of the term for rehab/emergency repairs.**
5. **Repayment: N/A for relocation assistance and lot assistance. None required for rehab/emergency repairs as long as loan is in good standing.**
6. **Default: N/A for relocation assistance and lot assistance. For rehab/emergency repairs, the loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.**

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with priorities detailed in Section I.I being met first.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Manufactured housing constructed after June 1994 is eligible.

Section III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The City of Fort Pierce has a streamlined permitting process for handling permits for SHIP projects. Reduced or waived permit fees as well as immediately attending to SHIP permits are in place.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The City's SHIP office, along with Planning and Zoning work in tandem to analyze plans, procedures, rules, ordinances, regulations, or policies, to determine any impacts to the cost of affordable housing. If necessary, the SHIP administrator will bring this information to the Commission for consideration.

Section IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

City of Fort Pierce		
Fiscal Year: 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	549,324.00
Salaries and Benefits	$	40,950.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	4,000.00
Advertising	$	5,000.00
Other*	$	
Total	$	54,950.00
Admin %		10.00%
		Over Budget
Fiscal Year 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	549,324.00
Salaries and Benefits	$	40,950.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	4,000.00
Advertising	$	5,000.00
Other*	$	
Total	$	54,950.00
Admin %		10.00%
		Over Budget
Fiscal Year 2026-2027		
Estimated SHIP Funds for Fiscal Year:	$	549,324.00
Salaries and Benefits	$	40,950.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	4,000.00
Advertising	$	5,000.00
Other*	$	
Total	$	54,950.00
Admin %		10.00%
		Over Budget
*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.		
Details:		

Exhibit A

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

2024

Exhibit B
Timeline for SHIP Expenditures

The **City of Fort Pierce** affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028
2026-2027	6/30/2028	6/30/2029	9/15/2028	9/15/2029

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028
2026-2027	3/30/2029	6/15/2029

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2027

Estimated Funds (Anticipated allocation only):			$ 549,324									
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
10	New Construction/ Infill Housing	Yes	0	$80,000	0	$60,000		$40,000	$0.00	$0.00	$0.00	0
2	Purchase Assistance	No	1	$50,000	1	$50,000	1	$45,000	$0.00	$145,000.00	$145,000.00	3
3	Owner-Occupied Rehabilitation	Yes	1	$100,000	1	$100,000	0	$100,000	$200,000.00	$0.00	$200,000.00	2
4	Demolition/Reconstruction	Yes	1	$250,000		$250,000		$250,000	$250,000.00	$0.00	$250,000.00	1
6	Emergency Repair	Yes		$10,000		$10,000		$10,000	$0.00	$0.00	$0.00	0
5	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		$10,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	1	$10,000	1	$10,000	1	$10,000	$0.00	$30,000.00	$30,000.00	3
3	Rehabilitation / Emergency Repairs	Yes	0	$15,000	0	$15,000			$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		4		3		2		$450,000.00	$175,000.00	$625,000.00	9
Purchase Price Limits:			New	$ 560,154	Existing	$ 560,154						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
21	New-Construction Rental	Yes		$100,000		$100,000		100000	$0.00	$0.00	$0.00	0
26	Rapid Rehousing	No		$10,000					$0.00	$0.00	$0.00	0
16	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		10000	$0.00	$0.00	$0.00	0
28	Relocation assistance for owners / tenants who have been evicted due to closure of a mobile home park in accordance with 723.003, F.S.	No		$10,000		$10,000			$0.00	$0.00	$0.00	0
29	Lot rent assistance to owners of manufactured housing / mobile homes not to exceed six months	No		$5,000		$5,000			$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 54,932		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 679,932	This total is over the allocation and will require less than the maximum amount be awarded per applicant								

Set-Asides

Percentage Construction/Rehab (75% requirement)		81.9%		OK
Homeownership % (65% requirement)		113.8%		OK
Rental Restriction (25%)		0.0%		OK
Very-Low Income (30% requirement)		$ 410,000	74.6%	OK
Low Income (30% requirement)		$ 160,000	29.1%	OK
Moderate Income		$ 55,000	10.0%	

Exhibit D
67-37.005(1), F.A.C.
2023

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Fort Pierce

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Linda Hudson

_____ _____

Witness Mayor

_____

Date

OR

_____

Attest: (Seal)

RESOLUTION NO. 26-R60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **APPROVING AN AMENDMENT TO THE CITY OF FORT PIERCE LOCAL HOUSING ASSISTANCE PLAN (LHAP) FOR FISCAL YEARS 2024-2025 THROUGH 2026-2027, AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT**, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, Florida Statutes, and Rule Chapter 67-37, Florida Administrative Code, require local governments to adopt and maintain a Local Housing Assistance Plan (LHAP) outlining the strategies for the use of SHIP funds; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, on June 17, 2024, the City Commission adopted Resolution 24-R32 approving the Local Housing Assistance Plan for 2024-2027; and

WHEREAS, Chapter 2026-173, Laws of Florida (Senate Bill 594), amended the State Housing Initiatives Partnership (SHIP) Act to expand eligible housing assistance activities for mobile homeowners, including lot rental assistance, rehabilitation, and emergency repairs, and requires Local Housing Assistance Plans to include strategies addressing mobile home assistance, making it necessary for the City to amend its LHAP;

and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA THAT:

Section 1: The City Commission of the City of Fort Pierce hereby approves the amendment to the City of Fort Pierce Local Housing Assistance Plan (LHAP) for Fiscal Years 2024-2025 through 2026-2027, attached hereto and incorporated herein by reference, for submission to the Florida Housing Finance Corporation in accordance with Sections 420.907 through 420.9079, Florida Statutes, and Rule Chapter 67-37, Florida Administrative Code.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this resolution has been duly adopted on this ____day of _____, 2026.

_____

Linda Hudson, Mayor

ATTEST:

_____

Linda W. Cox, City Clerk

(City Seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____

Camille Wallace, Interim City Attorney

CHAPTER 2026-173

Senate Bill No. 594

An act relating to local housing assistance plans; amending s. 420.9072, F.S.; authorizing counties and eligible municipalities to expend certain funds on lot rental assistance for mobile home owners for a specified time period; amending s. 420.9075, F.S.; requiring each county and eligible municipality to include in its local housing assistance plan certain strategies; providing that lot rental assistance for eligible mobile home owners is an approved home ownership activity for certain purposes; authorizing counties and eligible municipalities to provide certain funds to mobile home owners for rehabilitation and emergency repairs; deleting a provision limiting to a specified percentage the amount of certain funds that may be used for manufactured housing; amending s. 420.9071, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (b) of subsection (7) of section 420.9072, Florida Statutes, is amended to read:

420.9072 State Housing Initiatives Partnership Program.—The State Housing Initiatives Partnership Program is created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

(7)

(b) A county or an eligible municipality may not expend its portion of the local housing distribution to provide ongoing rent subsidies, except for:

1. Security and utility deposit assistance.

2. Eviction prevention not to exceed 6 months' rent.

3. Lot rental assistance for mobile home owners as defined in s. 723.003, not to exceed 6 months' rent.

4. A rent subsidy program for very-low-income households with at least one adult who is a person with special needs as defined in s. 420.0004 or homeless as defined in s. 420.621. The period of rental assistance may not exceed 12 months for any eligible household.

Section 2. Present paragraphs (d) through (g) of subsection (3) of section 420.9075, Florida Statutes, are redesignated as paragraphs (e) through (h), respectively, a new paragraph (d) and paragraph (i) are added to that

CODING: Words stricken are deletions; words underlined are additions.

subsection, and paragraph (c) of subsection (3) and paragraphs (a), (c), (e), and (n) of subsection (5) of that section are amended, to read:

420.9075 Local housing assistance plans; partnerships.—

(3)

(c) Each county and each eligible municipality is encouraged to develop a strategy within its local housing assistance plan that addresses the needs of persons who are deprived of affordable housing due to the ~~closure of a mobile home park or the~~ conversion of affordable rental units to condominiums.

(d) Each county and each eligible municipality shall include in its local housing assistance plan a strategy that addresses the needs of persons who are deprived of affordable housing due to the closure of a mobile home park.

(i) Each county and each eligible municipality shall include in its local housing assistance plan a strategy for providing program funds to mobile home owners, as defined in s. 723.003, which must include lot rental assistance.

(5) The following criteria apply to awards made to eligible sponsors or eligible persons for the purpose of providing eligible housing:

(a) At least 65 percent of the funds made available in each county and eligible municipality from the local housing distribution must be reserved for home ownership for eligible persons. For purposes of this paragraph, lot rental assistance for eligible mobile home owners as defined in s. 723.003 is an approved home ownership activity.

(c) At least 75 percent of the funds made available in each county and eligible municipality from the local housing distribution must be reserved for construction, rehabilitation, or emergency repair of affordable, eligible housing. Funds may be provided to mobile home owners as defined in s. 723.003 for rehabilitation and emergency repairs under this paragraph.

~~(e) Not more than 20 percent of the funds made available in each county and eligible municipality from the local housing distribution may be used for manufactured housing.~~

(m)~~(n)~~ Funds from the local housing distribution not used to meet the criteria established in paragraph (a) or paragraph (c) or not used for the administration of a local housing assistance plan must be used for housing production and finance activities, including, but not limited to, financing preconstruction activities or the purchase of existing units, providing rental housing, and providing home ownership training to prospective home buyers and owners of homes assisted through the local housing assistance plan.

1. Notwithstanding ~~the provisions of~~ paragraphs (a) and (c), program income as defined in s. 420.9071(26) may also be used to fund activities described in this paragraph.

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2. When preconstruction due-diligence activities conducted as part of a preservation strategy show that preservation of the units is not feasible and will not result in the production of an eligible unit, such costs shall be deemed a program expense rather than an administrative expense if such program expenses do not exceed 3 percent of the annual local housing distribution.

3. If both an award under the local housing assistance plan and federal low-income housing tax credits are used to assist a project and there is a conflict between the criteria prescribed in this subsection and the requirements of s. 42 of the Internal Revenue Code of 1986, as amended, the county or eligible municipality may resolve the conflict by giving precedence to the requirements of s. 42 of the Internal Revenue Code of 1986, as amended, in lieu of following the criteria prescribed in this subsection with the exception of paragraphs (a) and (f) ~~(g)~~ of this subsection.

4. Each county and each eligible municipality may award funds as a grant for construction, rehabilitation, or repair as part of disaster recovery or emergency repairs or to remedy accessibility or health and safety deficiencies. Any other grants must be approved as part of the local housing assistance plan.

Section 3. Subsection (27) of section 420.9071, Florida Statutes, is amended to read:

420.9071 Definitions.—As used in ss. 420.907-420.9079, the term:

(27) "Recaptured funds" means funds that are recouped by a county or eligible municipality in accordance with the recapture provisions of its local housing assistance plan pursuant to s. 420.9075(5)(i) ~~s. 420.9075(5)(j)~~ from eligible persons or eligible sponsors, which funds were not used for assistance to an eligible household for an eligible activity, when there is a default on the terms of a grant award or loan award.

Section 4. This act shall take effect July 1, 2026.

Approved by the Governor June 26, 2026.

Filed in Office Secretary of State June 26, 2026.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, FINANCE DEPARTMENT, GRANTS ADMINISTRATION DIVISION

FROM: CAMILLE WALLACE, ESQ., INTERIM CITY ATTORNEY CAW

RE: RLS 26-361 RESUBMITTAL OF RLS 26-290 LOCAL HOUSING ASSISTANCE PROGRAM AMENDMENT – SB 594 COMPLIANCE

CAO RLS#: 26-361

DATE: SEPTEMBER 16, 2026

I have reviewed the above Request for Legal Services (RLS) related to the Amended Local Housing Assistance Program (LHAP) in compliance with SB 594 and find the LHAP in compliance with F.S. 420.9075 (3)(i), F.S. 420.9076, and city ordinance sec. 103-373(h), respectively. Please note, I corrected the name of the City Attorney on the Resolution. Based on the above, ***the LHAP is approved as to form and correctness***.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 10/05/2026

Re: Resolution Adopting the Saint Lucie County Local Mitigation Strategy Plan

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Resolution 26-R63 Adopting the Saint Lucie County Local Mitigation Strategy Plan to remain eligible for FEMA mitigation grant programs.

SUMMARY:

The Saint Lucie County Department of Public Safety prepared and presented the Local Mitigation Strategy Plan (LMS) to the Florida Division of Emergency Management (FDEM), and on May 26, 2026, FDEM reviewed and approved for formal adoption the LMS. The Saint Lucie Board of County Commissioners adopted the Plan by Resolution, 26-163, on September 1, 2026. The City of Fort Pierce will be eligible for the following Federal Emergency Management Agency (FEMA) mitigation grant programs:
Hazard Mitigation Grant Program (HMGP) Pre-Disaster Mitigation (PDM)
Flood Mitigation Assistance (FMA)
In order to be eligible for the aforementioned FEMA mitigation grant programs, the City Commission must adopt the Saint Lucie County Local Mitigation Strategy Plan by Resolution.

RECOMMENDATION:

The recommendation is to approve the Saint Lucie County Local Mitigation Strategy Plan by Resolution.

ALTERNATIVES:

The alternative is to decline the adoption of the Saint Lucie County Local Mitigation Strategy Plan causing the City of Fort Pierce to be ineligible for the FEMA mitigation grant programs:

RESPONSIBLE STAFF:

Paul Thomas, Building Official/ Director and Floodplain Administrator

COORDINATED WITH:

Tioka Santiago, CRS Coordinator
Ron Guerrero, Director of the St. Lucie County Department of Public Safety

---

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2026

OTHER INFORMATION:

There is no fiscal impact by adopting the St. Lucie County Local Mitigation Strategy Plan. Adoption allows the City to be eligible for funding via mitigation grant programs administered by FEMA.

Attachments

2026 St. Lucie County Unified LMS -Final Plan

2026 LMS resolution

City Attorney Approval



2026 Unified Local Mitigation Strategy

ST. LUCIE COUNTY

April 2026



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Executive Summary

St. Lucie County, Florida, is susceptible to numerous hazards, including flooding, hurricanes, tornadoes, wildland fire, and severe thunderstorms – these being an abbreviated list. Florida is one of the most hazard-prone states in the nation. In Florida, the goals of the mitigation program are being achieved through the Unified Local Mitigation Strategy (LMS) and a comprehensive planning process that is the same across the board for all jurisdictions, special districts, and agencies from the private and public sectors that are members of the LMS Working Group. The LMS is a pre-disaster mitigation planning initiative of the Florida Division of Emergency Management (FDEM) and is intended to reduce the disruption effects of natural, human-caused, and technological disasters on the economic and social fabric of the community. As part of FEMA's National Mitigation Framework, pre-disaster mitigation is defined as "sustained action that reduces or eliminates long-term risk to people and property from hazards and their effects." This definition generally distinguishes between actions that have long-term and sustainable effects from those that are more closely associated with preparedness for, immediate response to, and short-term recovery from a specific hazard event.

The LMS intends to focus on practices that have cumulative benefits over time and ensure that fewer of the state's citizens and communities are victims of disasters. One of the most important elements is the idea that the resulting mitigation practices are instituted prior to the disaster occurring.

The purpose of a unified comprehensive mitigation planning process is to update the St. Lucie County LMS to develop and continue an engaged approach and mitigate hazard risk to better protect the residents, visitors, and businesses within St. Lucie County's Whole Community from the effects of natural, technological, and human-caused hazards. This plan serves as an ongoing process of existing LMS efforts, updates the previous plan to reflect current conditions, and identifies and outlines strategies the County and participating jurisdictions will use to decrease vulnerability to all types of hazards.

As such, the Unified Local LMS is defined as a document with a comprehensive description of mitigation planning strategies, programs, and projects that institute an engaged multi-jurisdictional multi-agency approach across horizontal and vertical levels of government, as well as other public and private sectors to hazard mitigation planning.

The LMS clearly defines mitigation strategies and implementation of mitigation projects identified by way of a Prioritized Project List (PPL), hazards and vulnerabilities of risk assessment and outreach and education or the public. The planning effort has been conducted through coordinated, cooperative efforts of the local governments within St. Lucie County. Participation is defined by jurisdictional adoption and Working Group agency membership, as shown in Table 1.

Table 1: Status of Jurisdictions in St. Lucie County LMS

Jurisdiction	Status
St. Lucie County	Adoption 2005, 2010, 2016, 2021
City of Port St. Lucie	Adoption 2005, 2010, 2016, 2021
City of Fort Pierce	Adoption 2005, 2010, 2016, 2021
Town of St. Lucie Village	Adoption 2010, 2016, 2021

This plan will be distributed to the jurisdictions and special districts within the County and all agency members of the LMS Working Group for consideration of adoption. Jurisdictions have one (1) year to adopt the LMS, as this occurs, copies of the adopted resolutions will be entered into Appendix B. Jurisdictions and Special Districts include the following:

1. City of Fort Pierce
2. City of Port St. Lucie
3. Fort Pierce Farms Water Control District
4. Ft. Pierce Utility Authority
5. North St. Lucie Water Control District
6. Office of Congressman Brian Mast
7. School Board of St. Lucie County
8. SLC Property Appraiser
9. SLC Sheriff's Office
10. South Florida Water Management District
11. St. Lucie County
12. St. Lucie County Chamber of Commerce
13. St. Lucie County Fire District
14. St. Lucie Transportation Organization
15. St. Lucie West Services District
16. Town of St. Lucie Village
17. Treasure Coast Regional Planning Council

Adoption of this strategy will provide the following benefits to both County and municipal governmental entities:

- Compliance with Florida Administrative Code (F.A.C.), Administrative Rules Chapter 27P-6, requirements for the local Comprehensive Emergency Management Plans (CEMP) to identify problem

areas and planning deficiencies relative to severe and repetitive weather hazards, and to identify pre- and post-disaster strategies for correcting and/or managing problems

- Compliance with FEMA's Disaster Mitigation Act of 2000 (DMA2K) and all updated planning guidance thus sustaining eligibility for pre- and post-disaster State and federal funding programs such as the Pre-Disaster Mitigation (PDM) grant and the Hazard Mitigation Grant Program (HMGP)
- Credit from the National Flood Insurance Program's Community Rating System (CRS) Program for developing a Floodplain Management Program, which will help further reduce flood insurance premium rates for property owners
- Access to FEMA's Flood Mitigation Assistance (FMA) Grant Program, which provides funding for pre-disaster mitigation projects and activities
- Identification and prioritization of projects for funding under the State of Florida's Residential Construction Mitigation Program (RCMP) to help reduce losses from properties subject to repetitive flooding damages
- Eligibility for local government public safety offices to receive funding from the Emergency Management Preparedness and Assistance (EMPA) Grant Program

Mitigation practices can be applied to strengthen homes, so people and their belongings are better protected from hurricanes, tropical storms, and inland floods, promoting faster return to normalcy after a disaster. Pre-disaster mitigation planning is used to identify and protect at-risk critical facilities such as hospitals, fire and police stations, water and wastewater treatment facilities, and other essential services facilities, increasing operational recovery in the wake of a disaster. Mitigation planning allows communities to consider current and future land use and vulnerabilities of developed and undeveloped land, as well as the risk to people and property with existing developments. The ultimate goal is the consideration of potential damage to property in vulnerable areas and the implementation of actions to reduce impacts, thereby eliminating disruptions that disaster occurrences create in communities.

In the year 2000, the Federal Emergency Management Agency's (FEMA's) recognition of growing costs of response and recovery from disasters materialized in the DMA2K. DMA2K created a new Pre-Disaster Mitigation (PDM) program aimed at reducing the cost of disasters as well as risk through comprehensive planning before disasters occur.

DMA2K requires that all communities, tribes, and states have a FEMA approved hazard mitigation plan consistent with the DMA2K requirements in place to retain eligibility for PDM project funds and post-disaster Hazard Mitigation Grant Program (HMGP) funds.

The planning process for preparing the St. Lucie County LMS was based on DMA planning requirements and FEMA's associated guidance. The LMS describes an in-depth process in the following chapters, annexes and appendices:

1. Planning Process
2. Risk Assessment

3. Mitigation Strategy
4. Plan Maintenance

Public input also played a critical role in shaping the St. Lucie County Unified Local Mitigation Strategy. As part of the LMS update, the County conducted a comprehensive, multilingual public survey available in English, Spanish, and Haitian Creole to capture resident and stakeholder perspectives on hazard awareness, perceived risk, vulnerabilities, and mitigation priorities. A total of 148 respondents representing incorporated and unincorporated areas of the county, including Port St. Lucie, Fort Pierce, St. Lucie Village, and surrounding communities, participated in the survey, providing valuable insight into lived experiences and community concerns.

Survey results indicate that the majority of respondents possess at least a basic understanding of hazard mitigation, with more than four out of five participants reporting some level of familiarity with the concept. However, the findings also revealed notable gaps in awareness and preparedness, underscoring the continued need for targeted outreach and education. Flooding, hurricanes and tropical storms, severe weather, extreme heat, and cascading failures such as power and communications outages consistently ranked among the greatest concerns. Respondents emphasized particular vulnerability among elderly residents, low-income households, mobile home communities, coastal and low-lying neighborhoods, and areas with recurring drainage and infrastructure challenges. The survey further highlighted strong public support for mitigation actions that protect critical infrastructure and community lifelines.

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Community Overview

St. Lucie County, along with its municipalities, districts, and a range of public and private partners, has been actively engaged in mitigation planning since 1998 to strengthen the resilience of residents, neighborhoods, businesses, and institutions against future disasters. The community has undertaken a thorough assessment of potential hazards and vulnerabilities through the coordination of the Local Mitigation Strategy (LMS) Working Group. This effort follows an all-hazards framework with the goal of identifying strategies to enhance the resilience of all communities in the planning area. This effort considers risks from natural, technological, and human-caused events.

Location and Geography

St. Lucie County encompasses approximately 688 square miles in total, of which 572 square miles are land and 116 square miles are water. St. Lucie County is nearly a rectangular shape, which measures approximately 24 miles north to south and 29 miles east to west at its widest point geographically. Located along Florida's east-central Atlantic coast, the county includes approximately 21 miles of coastline and two inhabited barrier islands–North Hutchinson Island and South Hutchinson Island–separated by the federally maintained Fort Pierce Inlet, the county's only direct navigational connection between the Atlantic Ocean and the Indian River Lagoon.

The county is situated along Florida's Treasure Coast region, bordered by Indian River County to the north, Martin County to the south, Okeechobee County to the west, and the Atlantic Ocean to the east. The incorporated municipalities in St. Lucie County include the City of Port St. Lucie, the City of Fort Pierce, and the Town of St. Lucie Village, with the remaining land area consisting of unincorporated communities, agricultural lands, conservation areas, and water management districts.

St. Lucie County is characterized by low-lying coastal and inland terrain, with elevations generally ranging from sea level along the barrier islands and estuarine areas to approximately 85 feet above mean sea level in inland portions of the county. Much of the landscape is relatively flat, shaped by historic wetlands, drainage canals, and managed surface water systems. These topographic characteristics, combined with extensive estuarine and lagoonal waters, contribute to the county's heightened exposure to flooding, storm surge, and sea level rise.

The county's transportation network provides important regional and statewide connectivity. Interstate 95 runs north–south through the eastern portion of the county, while Florida's Turnpike serves as a parallel limited-access corridor further inland. U.S. Highway 1 traverses coastal communities, and State Road 70 provides a major east–west connection between the Atlantic coast, inland communities, and central Florida. Table 2 outlines the distribution of land and water areas in St. Lucie County.

Table 2: St. Lucie County Area Distribution

Area Type	Square Miles	Acres	Notes
Total County Area	688	358,460	Combined land and water area
Land Area	572	330,020	Includes incorporated and unincorporated areas
Water Area	116	38,400	Coastal and inland water bodies

Most land area in St. Lucie County, approximately 428 square miles, remains unincorporated. The remaining area in the county is divided among three incorporated municipalities that include the City of Fort Pierce, the City of Port St. Lucie, and the Town of St. Lucie Village. The municipalities vary in size and characteristics, ranging from the small, historic St. Lucie Village to the rapidly growing urban center of Port St. Lucie. Table 3 provides an overview of the land area for each municipality and the unincorporated areas of St. Lucie County.

Table 3: Jurisdictional Land Area

Municipality or Area	Square Miles	Notes
Unincorporated Area	~428	Most of the county area
City of Fort Pierce	~23.8	Historic coastal city and port hub
Port St. Lucie	120	Largest municipality; suburban/urban
St. Lucie Village	~1	Small, primarily residential

Figure 1 illustrates the geographic scope of the LMS planning area, including the incorporated jurisdictions of the City of Fort Pierce, City of Port St. Lucie, and St. Lucie Village along with the unincorporated areas of St. Lucie County.

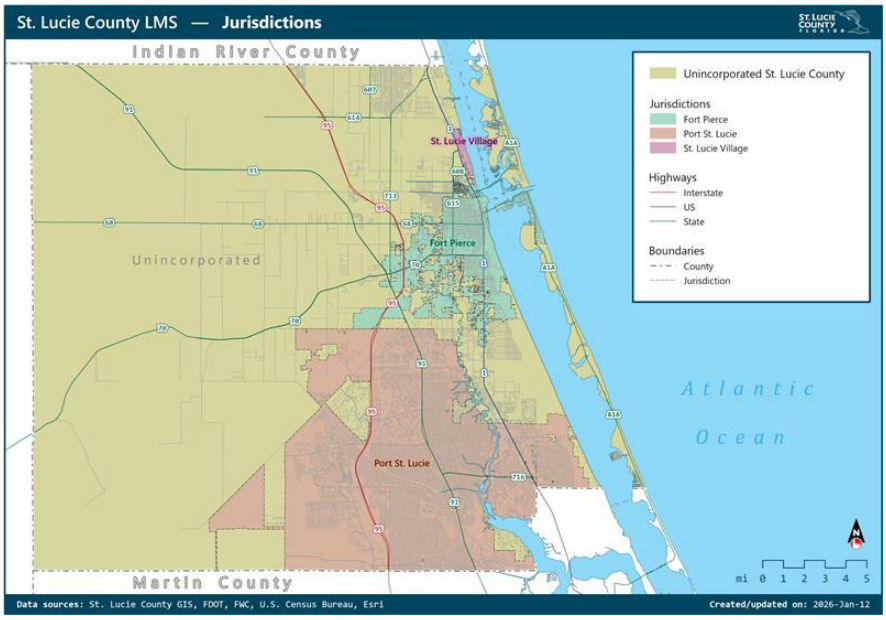


Figure 1: Jurisdictional Boundaries in St. Lucie County, Florida

History

The area now known as St. Lucie County has been inhabited for thousands of years by Indigenous peoples, most notably the Ais, Jeaga tribes, and related groups who occupied Florida's central and southeastern Atlantic coast. These communities developed sophisticated subsistence and trade systems adapted to the region's coastal estuaries, rivers, and wetlands, relying on fishing, shellfish harvesting, hunting, and seasonal mobility. Archaeological evidence indicates long-term settlement along the Indian River Lagoon, St. Lucie River, and associated waterways, which served as critical transportation and food resources.

European contact in the region began in the early 16th century, with Spanish explorers navigating Florida's Atlantic coastline. The name "St. Lucie" is generally attributed to Spanish explorers who encountered the area on December 13, 1565, the feast day of Saint Lucia. Unlike some coastal areas, permanent European settlement remained limited for centuries due to harsh environmental conditions, including mosquitoes, flooding, and isolation.

During the 19th century, the region became part of the United States following Florida's transfer from Spain in 1821 and its admission as a state in 1845. Early American settlement remained sparse, centered on fishing, farming, and small trading outposts. The construction of the Florida East Coast Railway in the late 1890s marked a turning point, improving access to coastal communities and accelerating population growth, agriculture, and commerce.

The City of Fort Pierce, established as one of the region's earliest permanent settlements, became a key port and agricultural center, supporting citrus production, fishing, and maritime trade. Over time, drainage projects, canal construction, and water management infrastructure transformed much of the county's

landscape, enabling expanded development while altering natural hydrologic systems–a legacy that continues to influence flood risk today.

St. Lucie County was officially established in 1905, separating from Brevard County. Throughout the mid-20th century, the county experienced steady growth tied to agriculture, military activity during World War II, and postwar population expansion. The development of planned communities, most notably Port St. Lucie, beginning in the 1950s, drove significant residential growth inland, while coastal areas continued to support tourism, fishing, and port-related activity.

From the early 1990s through the mid-2000s, St. Lucie County experienced a period of sustained transformation from a predominantly agricultural and small-city coastal county into a major residential growth area along Florida's Treasure Coast. Population increased rapidly during this period, rising from approximately 170,000 residents in 1990 to more than 245,000 by 2005, driven largely by new residential development and in-migration rather than natural increase. Growth was concentrated in Port St. Lucie, which expanded from a largely undeveloped planned community into a suburban city with extensive single-family neighborhoods, commercial corridors, and civic facilities. Fort Pierce continued to serve as the county's historic urban center and port, supporting employment in agriculture, marine industries, education, healthcare, and government.

A defining feature of this growth era was domestic migration from the northern and midwestern United States. Census and American Community Survey data indicate that, beginning in the 1990s and continuing through the 2010s, a substantial share of new residents relocating to St. Lucie County originated from states, such as New York, New Jersey, Pennsylvania, Ohio, Michigan, and Illinois. By the early 2010s, more than one-third of adult residents in St. Lucie County had been born outside Florida, with the largest shares coming from the Northeast and Midwest. Retirees were a significant component of this migration, but working-age households and families increasingly followed, drawn by housing affordability, climate, and improved transportation access. These migration patterns contributed to the county's relatively high median age and shaped long-term demand for housing, healthcare, and community services.

The late 2000s marked a period of economic disruption as the national housing market collapsed. St. Lucie County experienced sharp declines in residential construction, rising unemployment, and elevated foreclosure rates, particularly in recently developed neighborhoods. Population growth slowed temporarily, and development activity paused across much of the county. Recovery during the early to mid-2010s was gradual, with renewed growth occurring alongside greater diversification of the local economy. Healthcare, education, logistics, and service industries expanded, and the county continued to attract new residents from both within Florida and other states. By 2020, the county's population exceeded 320,000, reflecting the cumulative impact of three decades of suburban expansion and migration-driven growth.

In recent years, the cumulative effects of this growth trajectory–extensive residential development, a large in-migrant population, and infrastructure systems closely tied to water management and coastal conditions–have increasingly shaped how the community experiences environmental and weather-related challenges. Since 2020, continued in-migration, including accelerated relocation during and after the

COVID-19 pandemic, has occurred alongside greater public awareness of flooding, heavy rainfall, and coastal impacts.

Climate

St. Lucie County is located along Florida's east-central Atlantic coast and experiences a humid subtropical climate (Cfa) under the Köppen climate classification system. The county's coastal setting, proximity to the Atlantic Ocean, and low-lying terrain strongly influence local weather patterns, producing warm temperatures year-round, high humidity, and a pronounced wet season. The climate is characterized by long, hot summers, mild winters, and frequent convective rainfall during the summer and early fall.

Summers in St. Lucie County are typically hot and humid, with average high temperatures ranging from 89°F to 92°F between June and September. Heat index values frequently exceed 100°F due to elevated humidity, particularly during afternoon hours. Overnight low temperatures during the summer generally remain in the mid to upper-70s°F, limiting nighttime cooling. Winters are comparatively mild and dry, with average high temperatures of approximately 73°F to 76°F in January and February and average lows in the mid-50s. Freezing temperatures are rare, and frost events occur infrequently. Table 4 lists the average high, mean, and low temperatures in St Lucie County by month.

Table 4: Average Monthly Temperature[1]

Month	Avg High (°F)	Mean (°F)	Avg Low (°F)
January	72.4	62.7	53.0
February	74.3	64.9	55.4
March	77.0	67.8	58.5
April	80.8	72.3	63.9
May	84.4	76.7	69.0
June	87.6	80.3	72.9
July	89.2	81.7	74.1
August	89.2	81.9	74.6
September	87.5	80.8	74.0
October	83.8	76.7	69.6
November	78.3	70.3	62.2
December	74.4	65.5	56.5
Annual	**81.6**	**73.5**	**65.3**

[1] Source: Florida Climate Center, Fort Pierce Station (COOP 083207) 1991–2020 Normals.

Precipitation in St. Lucie County is highly seasonal, with an average annual rainfall of approximately 50 to 55 inches. Roughly 60 percent of annual rainfall occurs between May and October, coinciding with Florida's wet season and peak thunderstorm activity. June through September are typically the wettest months, each averaging 6 to 8 inches of rainfall, while winter months are considerably drier, often averaging 2 to 3 inches per month. Rainfall during the wet season commonly occurs as short-duration, high-intensity storms, which can produce localized flooding even outside major storm events. Table 5 lists the average precipitation in the county by month.

Table 5: Average Precipitation[2]

Month	Avg Precipitation (inches)
January	3.04
February	2.80
March	3.03
April	3.62
May	4.20
June	6.22
July	6.19
August	7.25
September	8.21
October	5.72
November	3.20
December	2.41
Annual	**55.89**

St. Lucie County is periodically affected by tropical storms and hurricanes, most often between June and November, with peak activity from August through October. Although not every year includes a direct storm impact, the county's climate is shaped by these systems through heavy rainfall, elevated winds, storm surge, and coastal wave action. In addition, seasonal easterly winds and sea breezes moderate temperatures along the coast, but they can also contribute to localized convergence and intense afternoon rainfall.

Population Trends

St. Lucie County is the state of Florida's 20th most populous county, which represents about 1.7% of the state's total population. St. Lucie County's population continues to grow exponentially, climbing rapidly

[2] Source: Florida Climate Center, Fort Pierce Station (COOP 083207) 1991–2020 Normals.

from a population of 329,226 in 2020 to a population of 385,746 in 2024.[3] This represents a growth of approximately 17% over the four years. This interest represents continued interest in the areas from both new residents and expanding development. Table 6 displays the population growth of St. Lucie County and the municipalities located within it.

Table 6: St. Lucie County Population Growth

Municipality or Area	2000	2010	2015	2020	2024 Estimate	2030 Projection
Port St. Lucie	88,769	164,603	174,132	204,851	231,790	284,133
Fort Pierce	37,516	41,590	42,119	47,297	48,621	55,853
St. Lucie Village	647	590	597	613	642	688
Total County Population	**198,528**	**277,789**	**287,749**	**329,226**	**385,746**	**423,946**

These data highlight the consistent population growth in St. Lucie County over the past two decades, with Port St. Lucie emerging as one of the primary drivers of this growth. The city more than doubled in population between 2000 and 2010 and has continued to grow steadily. Fort Pierce shows more modest growth in population when compared with Port St. Lucie, but still demonstrates a steady increase, climbing from about 37,500 in 2000 to over 47,000 by 2020. St. Lucie Village has maintained relative stability with only minor fluctuations over the same period. St. Lucie County has also surged in population from 198,525 in 2000 to an estimated 385,746 in 2024. This is nearly double the population in less than 25 years. The county also has population projections toward 2030 that show continuous growth. This includes reaching population estimates of 423,946 by the year 2030 under medium-growth scenarios.[4]

Demographics Characteristics: Population

The median age in St. Lucie County is 45.3 years, which is higher than the statewide median of 43.0. Roughly 24.7% of residents are aged 65 or older compared with 21.2% statewide. This underscores the county's role as a retirement destination and the potential vulnerability of seniors if a disaster occurs. Conversely, only 19.5% of county residents are under the age of 18, which closely aligns with state averages.[5] Table 7 outlines the age and gender characteristics for St. Lucie County and for the State of Florida.

[3] Office of Economic & Demographic Research. St. Lucie County. https://edr.state.fl.us/content/area-profiles/county/stlucie.pdf.
[4] Office of Economic & Demographic Research. St. Lucie County. https://edr.state.fl.us/content/area-profiles/county/stlucie.pdf.
[5] Florida Legislature, Office of Economic and Demographic Research (EDR), *St. Lucie County Profile 2025.*

Table 7: Age and Gender Characteristics

Indicator	St. Lucie County	Florida Statewide
Median Age	45.3	43.0
Under 5 Years	5.0%	5.3%
5–17 Years	14.5%	14.2%
18–24 Years	6.8%	8.8%
25–44 Years	22.0%	25.6%
45–64 Years	27.0%	25.0%
65 Years and Older	24.7%	21.2%
Male	48.5%	48.6%
Female	51.5%	51.4%

Racial and ethnic diversity help shape the county's demographic profile. As of 2024 American Community Survey (ACS) 5-year estimates, 52.6% of residents in the county identify as non-Hispanic White, while 20.1% identify as non-Hispanic Black or African American. Other represented groups include Asian at 1.95%, American Indian and Alaska Native at 0.12%, and individuals of two or more races at 3.48%. County residents who identify as Hispanic or Latino are 21.1% of the population which is a proportion slightly lower than the Florida statewide percentage of 26.5.[6] Table 8 provides the race and ethnicity characteristics for St. Lucie County in comparison with the entire state of Florida.

Table 8: Race and Ethnicity

Race/Ethnicity	St. Lucie County	Florida Statewide
White (Not Hispanic)	52.6%	51.5%
Black or African American (Not Hispanic)	20.1%	14.5%
American Indian and Alaska Native	0.12%	0.3%
Asian	1.95%	2.9%
Native Hawaiian and Other Pacific Islander	0.04%	0.1%
Two or More Races	3.48%	3.7%
Hispanic or Latino (of any race)	21.1%	26.5%

According to 2024 ACS 5-year estimates, 76.2% of residents speak only English, while 23.8% speak a language other than English. This number has increased from 20.3% in 2015. Among those speaking

[6] U.S. Census Bureau, *American Community Survey (ACS), 2024 Estimates.*

multiple languages, the majority report speaking English "very well," indicates a significant share of residents who may require multilingual preparedness and emergency communication materials.[7]

St. Lucie County's median household income is $69,027, which is slightly below the state median of $71,711 BEA per capita personal income has grown substantially, reaching $54,842, but remains slightly below the Florida average of $68,703. Approximately 10.4% of all ages in St Lucie County live below the poverty level, which is slightly lower than Florida's statewide poverty rate of 12.4%.[8] Table 9 provides insight into the economic indicators compared with the state of Florida.

Table 9: County and State Economic Indicators

Race/Ethnicity	St. Lucie County	Florida Statewide
Median Household Income	$69,027	$71,711
Median Family Income	$79,218	$86,127
Per Capita Income	$54,842	$68,703
Poverty Rate – All Ages	10.4%	12.4%
Poverty Rate – Children <18	12.2%	16.0%
Poverty Rate – Seniors (65+)	~11%	~10%

St. Lucie County had 128,997 households at the 2020 Census with an average household size of 2.53 persons. Family households accounted for about 69% of all households, and 33.6% of families had children under the age of 18. Veterans account for 9.3% of the civilian population aged 18 and older, which is higher than the statewide share of 7.7%.

Housing and Development

St. Lucie County's housing stock reflects several distinct phases of growth tied to suburban expansion along Florida's Treasure Coast. Early development before the 1970s was concentrated in Fort Pierce and surrounding coastal areas and consisted largely of modest single-family homes, small multifamily buildings, and housing associated with agricultural and port-related employment. Beginning in the 1970s and accelerating through the 1990s, large-scale residential development expanded inland, particularly in Port St. Lucie, where master-planned subdivisions and automobile-oriented neighborhoods became the dominant development pattern. These areas were characterized by detached single-family homes on individual lots, designed to accommodate rapid population growth and in-migration.

Substantial residential expansion continued during the 1990s and early 2000s, when St. Lucie County emerged as one of the fastest-growing counties in Florida. Housing types diversified modestly during this period to include townhomes, condominiums, and apartment complexes, though single-family housing remained the predominant form. By 2000, the county had more than 105,000 housing units, and

[7] U.S. Census Bureau, *American Community Survey (ACS), 2024 Estimates.*
[8] Florida Legislature, Office of Economic and Demographic Research (EDR), *St. Lucie County Profile 2025.*

development activity accelerated to meet growing demand from retirees, working families, and seasonal residents. The pace of construction slowed significantly during the late 2000s housing market downturn, leaving some subdivisions partially built or vacant, before resuming gradually during the 2010s.

By 2024, St. Lucie County contained approximately 142,900 housing units, reflecting continued long-term growth. The housing stock includes a mix of single-family homes, manufactured housing, condominiums, and rental properties, with newer construction concentrated primarily in inland areas and older housing stock more prevalent in Fort Pierce and unincorporated coastal communities. Relative to South Florida's larger metropolitan counties, St. Lucie County has historically maintained a more affordable housing market, contributing to sustained demand and continued residential development.

Current Housing Market Trends (2024–2025)

As of early 2025, St. Lucie County's housing market reflects broader Florida trends, including elevated home prices compared with pre-pandemic levels, moderated sales activity, and ongoing affordability pressures. The median home value in St. Lucie County is estimated at approximately $375,000 to $390,000, representing an increase of roughly 45–50 percent since 2020, based on aggregated Zillow Home Value Index and regional market reports. Although prices have stabilized relative to peak increases seen in 2021–2022, limited housing supply and continued in-migration have sustained upward pressure on values. Despite these increases, St. Lucie County remains more affordable than coastal counties to the south, such as Palm Beach and Broward, supporting continued interest from first-time buyers and relocating households.

Rental Market and Tenure

The county's rental market remains active, supported by population growth, workforce demand, and seasonal residency. As of 2024, the average monthly rent for a one-bedroom apartment in St. Lucie County is approximately $1,500, with higher rents typically observed in newer developments and coastal areas. According to the 2024 ACS 5-Year Estimates, approximately 68.21 percent of occupied housing units in St. Lucie County are owner-occupied, while 31.79 percent are renter-occupied. Rental households are more prevalent in Fort Pierce and certain older neighborhoods, while owner-occupancy rates are higher in suburban and master-planned communities.

Housing Characteristics and Affordability

St. Lucie County's residential areas reflect a mix of older coastal and urban neighborhoods and extensive inland master-planned communities developed primarily from the 1980s onward. Housing stock is dominated by single-family detached homes, particularly in Port St. Lucie and unincorporated areas, with smaller concentrations of multifamily and manufactured housing. Newer subdivisions typically feature larger lot sizes, automobile-oriented layouts, and limited neighborhood-scale commercial services, while older housing stock in Fort Pierce and coastal communities includes smaller homes, duplexes, and low-rise multifamily structures.

Housing affordability has become an increasing concern in recent years as home values and rental costs have risen faster than incomes. According to the 2024 ACS 5-Year Estimates, the median selected monthly owner cost (SMOC) with a mortgage in St. Lucie County is $1,654, while the median gross rent is $1,397. Although these figures remain below those of many South Florida counties, they represent a substantial increase from pre-pandemic levels. Rising housing costs have placed pressure on moderate-income households, seniors on fixed incomes, and renter households, particularly in areas with limited housing choice.

Seasonal Housing and Vacancy

St. Lucie County contains a measurable share of seasonal and part-time residences, reflecting its long-standing role as a destination for retirees and seasonal residents from northern states. According to 2024 ACS 5-year estimates, approximately 8.94 percent of the county's housing units are classified as vacant, with a notable portion designated for seasonal, recreational, or occasional use. Seasonal housing is most prevalent in coastal communities and certain planned developments, while inland suburban areas are more heavily occupied by year-round residents. These occupancy patterns influence neighborhood stability, service demand, and housing market dynamics throughout the year (see Table 10).

Table 10: Housing and Occupancy Data – 2024 ACS 5-Year Estimates

Metric	Value
Total households	131,640
Owner-occupied housing rate	68.21%
Median home value (2024–2025 est.)	$390,000
Median selected monthly owner costs (with mortgage)	$1,654
Median gross rent	$1,489
Persons per household	2.6

Economy and Employment

St. Lucie County maintains a diverse and evolving economy shaped by its role as a regional population center along Florida's Treasure Coast. Although the county includes coastal tourism and port-related activity, its economy functions primarily as a residential, service, and employment hub, supporting a growing population and a broad range of industries. Economic activity is distributed across Port St. Lucie, Fort Pierce, and unincorporated areas, with inland growth corridors and coastal communities serving distinct but interconnected economic roles.

Historically, the county's economic base was rooted in agriculture, marine industries, and port activity, particularly in and around Fort Pierce. Over time, this foundation expanded to include construction, retail, healthcare, education, logistics, and professional services, reflecting long-term population growth and suburban development. The county's transportation infrastructure, including Interstate 95, Florida's

Turnpike, U.S. Highway 1, and the Port of Fort Pierce, supports regional commerce, commuting, and goods movement, reinforcing its position as an employment center for the central Treasure Coast.

Tourism and Hospitality

Tourism and hospitality contribute to St. Lucie County's economy, though the sector plays a more supporting role compared with destination-oriented counties to the south. Coastal recreation, fishing, boating, beaches, and cultural assets attract visitors, while seasonal residents contribute to local spending patterns. According to recent employment estimates, approximately 12.8 percent of the county's workforce is employed in accommodation and food services and arts, entertainment, and recreation, reflecting steady demand tied to both visitors and the resident population.

Retail and Commercial Services

Retail and commercial services are a significant component of the county's economic base, supported by population growth and regional draw. Major commercial corridors, shopping centers, and auto-oriented retail clusters are concentrated along U.S. Highway 1, State Road 70, and key arterial corridors in Port St. Lucie and Fort Pierce. Retail trade accounts for approximately 11.1 percent of total employment, providing both jobs and an important source of local sales tax revenue. Ongoing commercial development and redevelopment efforts are focused on expanding service offerings and accommodating continued residential growth.

Healthcare, Education, and Social Services

Healthcare and education represent some of the largest and fastest-growing employment sectors in St. Lucie County, reflecting demographic trends and regional service demand. Major employers include HCA Florida Lawnwood Hospital, Cleveland Clinic Tradition Hospital, St. Lucie Medical Center, and the St. Lucie Public School District, along with Indian River State College. Educational services, healthcare, and social assistance together account for approximately 15.4 percent of the county's workforce. Continued growth in these sectors is anticipated due to population aging and expanding healthcare infrastructure.

Construction, Logistics, and Manufacturing

The construction sector plays a central role in the local economy, driven by ongoing residential development, infrastructure investment, and commercial expansion. Construction employment represents approximately 8.6 percent of total jobs. In addition, transportation, warehousing, and utilities, along with manufacturing, form an important and growing segment of the county's employment base, supported by highway access, industrial land availability, and proximity to regional markets. Manufacturing and logistics-related industries together account for approximately 10.2 percent of employment and are expected to continue expanding as population growth and e-commerce demand increase.

Table 11: Industry Breakdown: St. Lucie County Economy (2024 Estimates)[9]

Industry	Number of Jobs	Percent of Workforce
Educational Services, and Healthcare and Social Assistance	26,900	15.4%
Accommodation and Food Services; Arts, Entertainment, and Recreation	22,300	12.8%
Retail Trade	19,400	11.1%
Construction	15,000	8.6%
Professional, Scientific, and Management Services	11,200	6.4%
Manufacturing	9,700	5.6%
Transportation, Warehousing, and Utilities	8,100	4.6%
Finance and Insurance; Real Estate and Rental and Leasing	8,800	5%
Public Administration	7,200	4.1%
Other Services (except Public Administration)	9,300	5.3%
Wholesale Trade	5,400	3.1%
Information	2,300	1.3%

Infrastructure

Electricity and Natural Gas

Electricity service in St. Lucie County is provided primarily by Florida Power & Light (FPL), which operates an extensive transmission and distribution network serving residential, commercial, and industrial customers throughout the county. The system includes multiple substations, transmission corridors, and a mix of overhead and underground distribution lines. FPL conducts regular system planning, vegetation management, and grid hardening activities to support reliability and accommodate continued population growth. Electric service is critical to supporting the county's residential development pattern, healthcare facilities, water and wastewater systems, and emergency services.

Natural gas service in St. Lucie County is less available than electricity; it and is provided in select areas by Florida City Gas through a network of underground distribution lines. Natural gas primarily serves commercial, institutional, and industrial customers, with more limited residential penetration. As a result, most households rely on electricity as their primary energy source for heating, cooling, and appliances, increasing overall dependence on the electric grid.

[9] *Source: U.S. Census Bureau, 2024 ACS 5-Year Estimates; regional employment summaries.*

Water Infrastructure

Potable water service in St. Lucie County is provided by a combination of municipal utilities and special districts, including Port St. Lucie Utilities, Fort Pierce Utilities Authority, and St. Lucie County Utilities, depending on location. Water supply is drawn primarily from the Floridan Aquifer System, supplemented by surface water withdrawals and treatment facilities where applicable. Infrastructure includes wellfields, treatment plants, elevated storage tanks, transmission mains, and booster stations distributed across the county.

Water utilities coordinate closely with the South Florida Water Management District (SFWMD) to manage withdrawals, protect water quality, and ensure long-term supply sustainability. Conservation programs, reclaimed water systems, and demand management strategies are used to support system reliability amid population growth. Major transmission corridors generally follow primary roadways and development corridors, reflecting the county's suburban growth pattern.

Wastewater Infrastructure

Wastewater collection and treatment services are provided by municipal utilities and St. Lucie County Utilities, depending on jurisdiction. Systems include gravity sewers, force mains, lift stations, and centralized wastewater treatment plants that serve both urban and suburban areas. Treatment facilities provide secondary and advanced wastewater treatment, with treated effluent discharged or reused in accordance with state and federal regulations.

In older neighborhoods and more rural areas, septic systems remain in use, particularly where centralized sewer service is not available. Ongoing expansion of sewer infrastructure has focused on reducing reliance on septic systems in areas with higher development density or environmental sensitivity. Wastewater infrastructure is closely linked to water quality protection efforts for the Indian River Lagoon and associated waterways.

Road and Highway Network

St. Lucie County's transportation infrastructure is anchored by major regional corridors, including Interstate 95, Florida's Turnpike, U.S. Highway 1, and State Road 70, which together support regional mobility, freight movement, and evacuation. Interstate 95 and the Turnpike provide north–south connectivity along Florida's east coast, while State Road 70 serves as the primary east–west corridor linking coastal communities with inland areas and central Florida.

Local and collector roadways support extensive suburban development, particularly in Port St. Lucie, where roadway networks are designed around automobile travel. Bridges, causeways, and low-lying roadway segments along coastal and riverine areas are essential for access to barrier islands and waterfront communities and represent critical transportation assets for daily travel and emergency response.

Stormwater and Flood Control

Stormwater management in St. Lucie County is a shared responsibility among municipal utilities, St. Lucie County, and regional water management agencies. Infrastructure includes roadside swales, canals, culverts, retention and detention basins, pumps, and control structures designed to manage rainfall and protect developed areas. Much of the county's stormwater system is integrated with historic drainage canals constructed to convert wetlands for agricultural and residential use.

Flood control and drainage functions are closely coordinated with the South Florida Water Management District, which operates major canals and water control structures influencing water levels throughout the county. Although the system provides regional flood protection, localized drainage challenges persist in low-lying areas and older neighborhoods, particularly during periods of heavy rainfall or when high groundwater levels limit system capacity. These conditions underscore the importance of continued investment in stormwater infrastructure and coordinated water management across jurisdictions.

Participating Jurisdictions for the 2026 LMS Update

City of Fort Pierce

Fort Pierce is the oldest continuously settled community in St. Lucie County, with origins tied to Indigenous Ais settlements and later Spanish exploration. Modern development began in the mid-19th century around the U.S. Army's Fort Pierce outpost, followed by growth as a port city supporting citrus agriculture, fishing, and maritime trade. The arrival of the Florida East Coast Railway in the late 1800s cemented Fort Pierce's role as the county's historic urban and economic center.

Today, Fort Pierce has a population of approximately 48,621 residents (2024 ACS 5-year estimate) and functions as a compact coastal city with a mix of residential neighborhoods, downtown commercial districts, industrial areas, and port facilities. The city includes a diverse housing stock, ranging from older historic neighborhoods to mid-century subdivisions and newer infill development. Fort Pierce serves as a regional hub for government, healthcare, marine industries, and cultural institutions.

Fort Pierce contains a high concentration of older housing and infrastructure, critical facilities, and economically vulnerable populations. Portions of the city are low-lying and adjacent to the Indian River Lagoon and St. Lucie River, increasing exposure to flooding, storm surge, and heavy rainfall. The presence of the Port of Fort Pierce, wastewater and water treatment facilities, and historic districts makes continuity of operations and infrastructure protection particularly important in the LMS.

City of Port St. Lucie

Port St. Lucie was established in 1961 as a master-planned residential community developed by General Development Corporation. Large-scale suburban growth accelerated from the 1970s through the early 2000s, transforming formerly agricultural and undeveloped lands into extensive single-family

neighborhoods. The city incorporated in 1961 and grew rapidly through domestic in-migration, becoming the county's largest municipality.

With a population of approximately 231,790 residents (2024 ACS 5-year estimate), Port St. Lucie is the largest city in St. Lucie County and one of Florida's fastest-growing municipalities. Development is predominantly suburban, characterized by low-density residential neighborhoods, commercial corridors, employment centers, and expanding civic infrastructure. The city has become a major center for healthcare, education, retail, and professional services.

Port St. Lucie's size and development pattern create significant infrastructure demand, particularly for transportation, stormwater management, and utilities. Although less exposed to coastal storm surge than Fort Pierce, portions of the city experience pluvial flooding due to flat topography, high groundwater levels, and intense rainfall. The city's large population, dispersed neighborhoods, and reliance on roadway networks elevate the importance of evacuation planning, power reliability, and continuity of essential services in the LMS.

Town of St. Lucie Village

St. Lucie Village is a small, historic coastal community that developed as a residential enclave north of Fort Pierce. The Town incorporated in 1961 to preserve its low-density character and local governance. Development has remained limited, with an emphasis on maintaining residential scale and community identity.

Today, St. Lucie Village has a population of approximately 642 residents (2024 ACS 5-year estimate) and consists almost entirely of single-family homes along the Indian River Lagoon. The Town has no commercial or industrial districts and relies on nearby Fort Pierce for employment, services, and emergency support.

St. Lucie Village's small size, coastal location, and limited infrastructure present unique resilience considerations. The Town is highly exposed to coastal flooding, storm surge, and sea level rise, and has limited redundancy in transportation access and utilities. Emergency response, evacuation coordination, and post-disaster recovery depend heavily on regional and county partnerships, making intergovernmental coordination a key LMS priority.

Unincorporated St. Lucie County

Unincorporated areas of St. Lucie County historically supported agriculture, ranching, and rural residential uses, with development shaped by drainage projects and transportation corridors. As population growth accelerated in the late 20th century, some unincorporated areas transitioned to suburban or semi-urban uses, while others retained rural and agricultural character.

Unincorporated St. Lucie County has an estimated population of approximately 53,130 residents (2024 ACS 5-year estimate) and includes a diverse mix of communities, ranging from suburban neighborhoods and manufactured housing developments to agricultural lands, conservation areas, and coastal

settlements. Population density varies widely, and service provision is shared between County departments and special districts. These areas account for a substantial share of the county's land area but a smaller proportion of its total population.

Unincorporated areas include rural roadways, drainage canals, septic systems, and dispersed development, which can complicate emergency response and infrastructure maintenance. Some communities face elevated vulnerability due to limited access to centralized utilities or proximity to flood-prone land. The diversity of land uses and settlement patterns makes tailored mitigation strategies and coordination across County agencies essential in the LMS framework.

Planning Process

In 1998, St. Lucie County, along with its municipalities, the local business community, and nonprofit organizations, such as the American Red Cross, came together to create a Unified Local Mitigation Strategy (LMS). This strategy aims to benefit the entire St. Lucie County community by establishing a consistent planning process across various jurisdictions, special districts, and both private and public sector agencies. The St. Lucie County LMS Working Group, which serves as the policy body for the program, along with the St. Lucie County Emergency Operations Manager, is responsible for developing the LMS. This group focused on achieving two key objectives:

- Creation of a long-term LMS planning process
- Development of the LMS document to coincide with a prioritized mitigation projects list (PPL)

The original St. Lucie County LMS was developed, approved, and adopted in 1998 with the involvement of stakeholder groups and community participation. Additional updates were approved and adopted in 2005, 2010, 2016, and 2021.

The Emergency Management Division, in conjunction with area partners, has completed a comprehensive update in 2026. The updated draft plan is currently under review and will be distributed to jurisdictional city halls, libraries, and County Administration offices to ensure public access for feedback and comments.

From 2016 to 2021, the LMS Working Group focused on developing its membership and programs to enhance the planning process for efficient and effective flood awareness management. This included evaluating and prioritizing projects and aligning hazard assessments and strategies to reduce risk for the entire St. Lucie County Community.

In 2016, the LMS Working Group, with guidance from its Steering Committee, drafted bylaws to set the group's direction. These bylaws outlined the meeting schedule, the criteria for member agencies to maintain good standing, and the voting process for project prioritization during updates to the Project Prioritized List (PPL).

In 2017, the Working Group decided to disband the Steering Committee, recognizing that it lacked sufficient members to support it. Consequently, the bylaws were amended to state that the LMS Working Group would operate independently under the chair, vice-chair, and LMS Coordinator. A Steering Committee was no longer deemed necessary for guiding the development of the group's programs and plans.

From 2018 to 2019, the bylaws were developed during meetings of the Working Group to clarify what constitutes a member agency's good standing for voting on project evaluation, scoring, and ranking in the PPL. The membership of the LMS Working Group grew from 25 to 44 member agencies between 2016 and 2021. In accordance with FEMA's Comprehensive Planning Guide (CPG) 101 and Florida Administrative Code (FAC) 27P-22, the bylaws of the LMS Working Group provided guidelines for conducting meetings that included the following objectives:

- Elect Chair and Vice Chair at least once a year
- Set up meetings at least on a quarterly basis
- Announce all meetings to the public via press release
- List public comments in every meeting agenda, and invite public to attend
- Evaluate new and existing projects at least once a year

The LMS Working Group established a quorum for its meetings by simple majority, allowing flexibility in directing and guiding the development of the PPL. The group also provides support for projects submitted to the state and FEMA for the Hazard Mitigation Grant Program (HMGP) through letters of support and prioritizes which projects should be considered for funding.

The LMS Working Group enhanced its membership and activities by incorporating several flooding awareness programs. In 2018, under the leadership of the St. Lucie County Emergency Management Division, updates to the St. Lucie County Community Rating System (CRS) program were included in the Working Group meetings. This provided members with information on the development and progress of the CRS program and allowed for their potential involvement in these initiatives.

As a result of this effort, the St. Lucie CRS User Group was formed. This independent group, separate from the LMS Working Group, consists of the St. Lucie County CRS Coordinator and CRS coordinators from the cities of Port St. Lucie and Fort Pierce. Although all three coordinators are members of the LMS Working Group, they chose not to serve as a subcommittee of the Working Group. This decision was intentional, aiming to foster new ideas and strategies that would benefit all three jurisdictions in line with the CRS guidelines. It also sought to align flood awareness strategies with those of the LMS and to reduce duplication of effort in promoting flood awareness throughout the community.

The CRS Coordinator liaised with the LMS Working Group to report on new developments and strategies established by the three jurisdictions and to request additional support from the LMS Working Group as needed.

In 2019, the Chair of the LMS Working Group requested the formation of the Program for Public Information (PPI) Subcommittee to develop a PPI Plan aimed at aligning the marketing strategies of the CRS programs for St. Lucie County, Fort Pierce, and Port St. Lucie. The PPI Plan was designed to help the three jurisdictions avoid duplicating efforts, plans, and resources. The subcommittee was chaired by the CRS Coordinator from Fort Pierce and included representatives from private insurance companies and real estate agencies. The subcommittee met several times to develop and review the draft PPI Plan, which was ultimately completed and submitted to the LMS Working Group for adoption in the 2021 Local Mitigation Strategy.

Besides the PPI Plan, the Flood Hazard Specific Plan and the Tsunami Plan were incorporated into the 2021 LMS. The unification of these plans earned points for the three jurisdictions in the CRS program and demonstrated a cohesive mitigation planning effort for all member agencies of the LMS Working Group. According to the CRS Coordinators Manual (2017), the components listed previously, along with the LMS, constituted a Floodplain Management Plan for the jurisdictions.

Between 2018 and 2019, the Chair of the LMS Working Group requested the formation of the Scoring Review Subcommittee to review and revise the scoring process for new projects that would be ranked in the Project Priority List (PPL). The subcommittee examined the scoring sheet and discussed the merits of adding weight points to specific areas in projects to better reflect the intent and logic behind the prioritization of projects for the St. Lucie Whole Community. The subcommittee was led by the representative from the St. Lucie School District, who was also a member of the LMS Working Group. Once the subcommittee completed its work, the LMS Working Group adopted a new scoring sheet. The projects' applications were subsequently reviewed, and adjustments were made to ensure alignment with the LMS's goals and objectives and with the strategies and plans incorporated into the jurisdiction's capital improvement plans.

In preparation for the five-year state review, the Chair of the LMS Working Group requested the formation of subcommittees to review and revise the 2016 LMS. Consequently, the Hazard-Vulnerability and Review subcommittees were established in 2020. In addition, the Emergency Management Division hired a planning consultant to assist in developing the new edition of the LMS. Members of the Division coordinated access to the draft LMS for members of the LMS Working Group for review through the Emergency Operations Center's File Transfer Protocol (FTP) site. The Hazard Vulnerability subcommittee reviewed the LMS chapter on Hazard Identification, Vulnerability, and Risk, while the Review subcommittee focused on the remainder of the LMS, specifically the planning process, community profile, and scoring process. The Hazard Vulnerability subcommittee also reviewed and developed a Threat Assessment, detailing the outcomes of the hazards that impacted St. Lucie and identifying those considered the highest threats based on risk and historical data.

Through the enhanced measures mentioned above, the St. Lucie Whole Community was expected to experience reduced impacts from the identified hazards presented in the LMS and to greatly minimize its community vulnerabilities.

The planning process used to develop and update the St. Lucie County LMS has been consistent across jurisdictions, special districts, and private and public sector agencies since the promulgation and adoption

of the 2016 LMS. The cities of Fort Pierce and Port St. Lucie, along with all other member agencies of the Working Group, had implemented the goals, objectives, and strategies developed in the LMS and Working Group meetings in their internal programs and planning processes to achieve results. The following is a description of that process:

- The 2016 LMS was presented on the St. Lucie County website to obtain public comment.
- The LMS Coordinator convened members of the LMS Working Group to oversee the LMS update process and update the PPL.
- The Working Group met at least quarterly to discuss mitigation initiatives, modifications to the Working Group composition, updates on projects in the PPL that received funding, announcements of new funding, and developments in mitigation measures (e.g., CRS updates, resilience program initiatives, and changes in the development of project and program implementation).
- The LMS Working Group included a public comment section in the agenda of every Working Group meeting since 2017 to include the public in all discussions. This was a consistent process with meetings of the St. Lucie Board of County Commissioners (BOCC).
- All LMS Working Group meetings were publicly announced. The public was invited to all LMS Working Group general meetings and subcommittee meetings to ensure engagement with new developments and changes to the LMS and mitigation strategies, projects, and updates.
- The LMS Working Group Chair, under recommendation from the LMS Coordinator, convened the following subcommittees from the Working Group to oversee the review and update of the LMS:
  - Scoring Review Sub-Committee
  - Hazards Vulnerability Review Sub-Committee
  - Review Sub-Committee
  - Program for Public Information (PPI) Sub-Committee
- Working Group members implemented projects from the PPL in their jurisdictions and agencies' planning and project processes; thus, ensured that LMS goals, objectives, plans, and program strategies were incorporated in plans, programs, and project management in their jurisdictions, special districts, and private and public sector agencies. This process ensured that the St. Lucie Whole Community benefited from mitigation efforts to reduce risks from all hazards and threats.
- The Working Group reviewed the PPL annually and updated the status of all projects.
- The Emergency Operations Manager, through the Emergency Management Division and the Public Safety Department, maintained the PPL and created a historical "completed and deleted" list separate from the active 2020 PPL to keep track of progress made to the St. Lucie County Whole Community through the implementation or completion of projects. Projects that no longer aligned with the LMS's mission or could no longer benefit communities were removed or incorporated into other projects.
- A period to join the LMS Working Group was implemented every year, and solicitations to agencies, jurisdictions, special districts, and private and public sector agencies were made. A major result was the increase in Working Group membership since 2016.

- The Working Group developed bylaws to ensure efficiency and effectiveness in its process of updating the LMS and flexibility in meeting during emergencies and as needed to include new projects should funding become available.
- Working Group members submitted new and existing projects for evaluation, scoring, and ranking in the PPL.
- Working Group members evaluated projects at least once a year. Projects could be submitted at any time, but within a 30-day period, the Working Group's Scoring Subcommittee met as needed to complete the evaluation of all projects. As such, the Working Group adopted a new PPL at least once a year.
- To reduce duplication of effort, funding, and time, Working Group members met independently from Working Group meetings to work on goals, objectives, and strategies, such as the creation of the CRS User Group, which worked on developing the CRS programs through joint efforts in tasks for the jurisdictions of St. Lucie County, City of Port St. Lucie, and City of Fort Pierce that participated in such programs.
- As part of the 2026 update to the St. Lucie County Unified Local Mitigation Strategy (LMS), the Planning Team conducted a comprehensive review of existing plans, policies, programs, and regulatory documents to ensure consistency with local mitigation priorities and to identify opportunities for integration of hazard mitigation into ongoing planning efforts. This review incorporated elements of the Community Rating System (CRS) 10-Step Planning Process to support continued participation in the National Flood Insurance Program (NFIP) and CRS program by participating jurisdictions.
- *The CRS 10-Step Planning Process provides a structured framework for identifying flood hazards, evaluating vulnerabilities, and developing mitigation actions. The following CRS planning steps were considered during development of the 2026 LMS update:*
  - **Organize the Planning Process**: Establish a planning committee and define the planning scope.
  - **Involve the Public**: Provide opportunities for public participation and stakeholder input.
  - **Coordinate with Other Departments and Agencies**: Engage relevant agencies and organizations involved in floodplain management and hazard mitigation.
  - **Assess the Hazard**: Identify flood hazards and understand their extent and characteristics.
  - **Assess the Problem**: Evaluate how flooding affects buildings, infrastructure, and populations.
  - **Set Goals**: Establish mitigation goals and objectives to reduce risk.
  - **Review Possible Activities**: Identify potential mitigation strategies and projects.
  - **Draft an Action Plan**: Develop a prioritized list of mitigation actions.
  - **Adopt the Plan**: Obtain formal adoption by participating jurisdictions.
  - **Implement, Evaluate, and Revise the Plan**: Monitor progress and update the plan as necessary.

- The following documents were reviewed as part of the 2026 LMS update process to support these planning steps and ensure consistency with existing planning and emergency management frameworks:
  - **St. Lucie County Comprehensive Plan:** Future Land Use, Transportation, Infrastructure, Conservation, Coastal Management, Intergovernmental Coordination, Housing, Historical and Cultural, and Capital Improvements
  - **Fort Pierce Comprehensive Growth Management Plan:** Coastal Management, Conservation, Capital Improvements, Future Land Use, Housing, Infrastructure, Intergovernmental Coordination, Port, and Recreation and Open Space
  - **Port St. Lucie Comprehensive Plan:** Coastal Management, Conservation, Capital Improvements, Future Land Use, Housing, Infrastructure, Intergovernmental Coordination, Port, and Recreation and Open Space
  - St. Lucie County Land Development Code
  - St. Lucie County Comprehensive Emergency Management Plan (CEMP)
  - City of Port St. Lucie Comprehensive Emergency Management Plan (CEMP)
  - St. Lucie County CRS current jurisdictional ratings
  - Municipal CRS program documentation and activities consistent with the CRS 10-Step Planning Process
  - St. Lucie County Continuity of Operations Plan (COOP)
  - 2020 LMS Project Prioritized List
- The DRAFT 2026 LMS was presented at the March 2026 LMS Working Group meeting. Once the Florida Division of Emergency Management (FDEM) provided a Letter of Compliance, all Working Group members who represented jurisdictions, special districts, and private and public sector agencies were requested to adopt the LMS as their plan for mitigation goals, objectives, strategies, and projects.

Overview of the LMS Working Group

The LMS Working Group must include a diverse range of representatives to be effective. It encompasses all stakeholder groups in the county from both the public and private sectors. When the St. Lucie County LMS Working Group was established, representatives were selected to ensure that all affected groups could participate in the St. Lucie Whole Community planning process and in the ongoing implementation of LMS strategies in their respective jurisdictions' projects and programs. The Working Group directly engages with the BOCC and the boards and councils from different jurisdictions, incorporating perspectives from the private and public sectors and community input.

Members of the LMS Working Group act as liaisons to their respective divisions, departments, and organizations that implement and promote mitigation programs and projects. The LMS serves as a

comprehensive mitigation document that establishes strategies, goals, and objectives for all jurisdictions, agencies, and organizations that adopt the LMS through resolutions, letters of support, and other organizational mechanisms. As such, the LMS is referenced as a supporting document in significant plans and policies related to the growth and development of the St. Lucie Whole Community. These plans and policies include, but are not limited to:

- Comprehensive Plans
- Capital Improvement Plans
- Growth Management Plans
- Comprehensive Emergency Management Plans (CEMP)
- Continuity of Operations Plans (COOPs)
- Flood Hazards Specific Plans

Each representative in the LMS Working Group plays a vital role in their respective jurisdictions or private sector organizations. Many of these individuals are department directors or administrators who understand how to implement LMS strategies, goals, and objectives in their organizational plans and program administration. The Working Group members use the LMS to support and enhance mitigation programs, such as the Community Rating System (CRS), project initiatives, and resilience initiatives.

For example, jurisdictions like the City of Port St. Lucie and Fort Pierce frequently collaborate with St. Lucie County departments and divisions to undertake mitigation projects that benefit the entire community. By following similar planning processes across jurisdictions, Working Group members refer to the LMS as the unified mitigation strategy for St. Lucie County's whole community, ensuring that it aligns with local, state, and federal criteria for funding sources and project management.

The Director of the St. Lucie County Public Safety Department, Emergency Management Division provides direct staff support from the Emergency Management Division to the Working Group and its chairperson. The Emergency Operations Manager is designated as the LMS Coordinator and acts as the liaison to FDEM and FEMA.

Administrative – Lead Responsibility

The Public Safety Department, Emergency Management Division, is the primary agency responsible for implementing the LMS program. The Emergency Management Division Manager (or designee) who serves as the LMS Coordinator, has the leading responsibility. This coordinator works closely with the Chair of the LMS Working Group, stakeholder groups, communities, and local governments served by the LMS. The LMS Coordinator's responsibilities include:

- Serve as the hazard mitigation advocate at the staff level
- Keep current with all changes in LMS/DMA 2000 (the Disaster Mitigation Act of 2000) programs and communicate those changes to the LMS Working Group

- Interact frequently with the Florida Division of Emergency Management
- Serve as the LMS County Liaison
- Work closely with the LMS Chairperson
- Organize meetings of the LMS Working Group
- Coordinate with and contact all members of the Working Group regularly
- Maintain avenues of communication with the general public
- Set up and maintain files documenting the progress of the LMS program
- Update the PPL as needed.
- Conduct the comprehensive five-year LMS update

Administrative – Support Responsibility

Successfully implementing the LMS is not just the responsibility of the Public Safety Department, Emergency Management Division. It is a collective responsibility that involves all participating organizations from both the public and private sectors. Each organization must fulfill its administrative duties in various ways, including the following:

- Promote and educate others about the significance of local hazard mitigation
- Interact and coordinate frequently with the LMS Coordinator
- Manage mitigation projects or activities
- Aid other organizations so they can implement their mitigation projects or activities
- Disseminate hazard mitigation-related information to constituents
- Document the progress of one's organization's hazard mitigation activities
- Make available to the LMS Coordinator new data and information relevant to the LMS process

An example of supporting other organizations could involve helping with a comprehensive public awareness and education program focused on hazards. Other public organizations and homeowner associations should play a supportive role by promoting and sharing the program information generated to enhance public awareness and education. They should also participate in educational workshops, seminars, and Working Group meetings.

LMS Composition

The St. Lucie County LMS Working Group is responsible for overseeing the development and implementation of the St. Lucie LMS process. This group consists of county and municipal partners who work together to prepare and promote local mitigation strategies and projects aimed at reducing the long-term risks to life and property from natural, technological, and human-caused disasters. The Working Group is designed to broadly represent the various stakeholder groups in St. Lucie County. When

a seat becomes vacant, the LMS Coordinator will coordinate with the relevant organization to invite new representation.

The Working Group serves as the policy development body for the LMS program. Its role is to advise and assist in the formulation, implementation, and administration of the program, ensuring that the diverse interests in St. Lucie County are properly represented.

Table 12 lists the current members of the Working Group. Participant titles are reported as provided by attendees at the time of participation (e.g., meeting sign-in sheets, email invitations/responses, or agency-provided roster information) and were confirmed or corrected during plan development where discrepancies were identified.

Table 12: LMS Working Group Roster

Last Name	First Name	Agency	Email	Primary, Secondary, or Tertiary
Ratliff	Shane	City of Port St. Lucie Emergency Management	sratliff@cityofpsl.com	Chairperson
Frank	John	St Lucie County Road and Bridge Division	frankj@stlucieco.org	Vice Chairperson
Hance	Oscar	St. Lucie County Emergency Management Division	hanceo@stlucieco.org	Coordinator
Alvarez	Abraham	Port St. Lucie Police Department	Abraham.Alvarez@cityofpsl.com	Primary
Armendariz	Areli	North St. Lucie County Water Control District	arelia@higginsfl.com	Secondary
Armendariz	Areli	Fort Pierce Farms Water Control District	arelia@higginsfl.com	Secondary
Balcer	Benjamin	St. Lucie County Planning Development Services	balcerb@stlucieco.org	Primary
Barbieri	John	Indian River State College	gbarbier@irsc.edu	Secondary
Barnes	Venetia	City of Fort Pierce Stormwater Division	vbarnes@cityoffortpierce.com	Primary
Baum	Matt	St. Lucie County Facilities Department	baumm@stlucieco.org	Secondary

Last Name	First Name	Agency	Email	Primary, Secondary, or Tertiary
Bell	Paulette	St. Lucie County Utilities Department	bellp@stlucieco.org	Secondary
Boer	Kathryn E.	Treasure Coast Regional Planning Council	kboer@tcrpc.org	Primary
Bogan	Sandra	St. Lucie County Resilient	bogans@stlucieco.org	Primary
Buchwald	Peter	St. Lucie County Transportation Planning Organization	buchwaldp@stlucieco.org	Secondary
Calderone	Courtney	St. Lucie County Legislative Affairs	calderoneco@stlucieco.org	Primary
Camacho	Carlos	City of Port St. Lucie – Utilities	CCamacho@cityofpsl.com	Primary
Cox	Erin	Treasure Coast Food Bank	ecox@tcfoodbank.org	Primary
Cristaldi	Mark	St. Lucie County Fire District	mcristaldi@slcfd.org	Tertiary
Critchfield	Marshal	Florida Power & Light	marshall.Critchfield@fpl.com	Primary
Dayan	Patrick	St. Lucie County Public Works Department	dayanp@stlucieco.org	Primary
Dellacroce	John	Port St. Lucie Police Department	jdellacroce@cityofpsl.com	Secondary
Ding	Yi	St. Lucie County Transportation Planning Organization	dingy@stlucieco.org	Secondary
Peter	Michael	City of Port St. Lucie Building Department	MPeter@cityofpsl.com	Primary
Dunton	John	City of Port St. Lucie Public Works Department	JDunton@CityofPSL.com	Primary
Dye	Reuben	St Lucie County Board of County Commissioners	dyer@stlucieco.org	Primary

Last Name	First Name	Agency	Email	Primary, Secondary, or Tertiary
Fogarty	Nicole	St Lucie County School	nicole.fogarty@stlucieschools.org	Primary
Forbis	Alicia	City of Fort Pierce Stormwater Division	aforbis@cityoffortpierce.com	Secondary
Franklin	Michelle	St Lucie County Property Appraiser	franklinm@paslc.org	Primary
Gonzalez	Rogelio	Council on Aging of St. Lucie Inc. Community Transit	rgonzalez@coasl.com	Primary
Gonzalez	Brian	St. Lucie Fire District	bgonzalez@slcfd.org	Secondary
Griffin	Amy	St. Lucie County Environmental Resources Department	griffina@stlucieco.org	Primary
Grubich	David	Florida Forest Service	David.Grubich@FDACS.gov	Primary
Hawkins	Sonji	St. Lucie County Public Safety	hawkinss@stlucieco.org	Primary
Heen	Ronnie	City of Port St. Lucie Emergency Management	rheen@cityofpsl.com	Tertiary
Helms	Patrick	North St. Lucie County Water Control District	patrickh@higginsfl.com	Primary
Helms	Patrick	Fort Pierce Farms Water Control District	patrickh@higginsfl.com	Primary
Jacobsen	Colleen	City of Port St. Lucie – Utilities	cjacobsen@cityofpsl.com	Secondary
Jacobsen	Roger	St. Lucie County Mosquito Control	jacobsenr@stlucieco.org	Tertiary
Johnson	Louis	Port St. Lucie Public Works Department	ljohnson@cityofpsl.com	Secondary
Kaiser	Bret	City of Port St. Lucie Public Works	bkaiser@cityofpsl.com	Secondary
Knight	Jason	St. Lucie County Mosquito Control	knightj@stlucieco.org	Secondary

Last Name	First Name	Agency	Email	Primary, Secondary, or Tertiary
Koerner	David	Florida Department of Health-St. Lucie County	David.Koerner@Flhealth.gov	Secondary
LaMartina	Kathy	South Florida Water Management District	klamart@sfwmd.gov	Primary
Lanahan	Thomas J.	Treasure Coast Regional Planning Council	tlanahan@tcrpc.org	Secondary
Lathou	Marceria	St. Lucie County Transportation Planning Organization	lathoum@stlucieco.org	Tertiary
Massa	Bob	St. Lucie Schools	bob.massa@stlucieschools.org	Tertiary
Mincey	Terrill	St. Lucie County Mosquito Control	minceyt@stlucieco.org	Primary
Norris	Kenny	Fort Pierce Police Department	knorris@fppd.org	Secondary
O'Leary	Terence	St Lucie Schools	terence.oleary@stlucieschools.org	Secondary
Olson	Rebecca	St. Lucie County Utilities Department	olsonr@stlucieco.org	Tertiary
Phelan	Kelly	St. Lucie County Legislative Affairs	phelank@stlucieco.org	Tertiary
Pickle	Dennis	St. Lucie West Services District	dpickle@slwsd.org	Primary
Pierre	Nadege	St Lucie County Board of County Commissioners	pierren@stlucieco.org	Primary
Proulx	Christina	Cleveland Clinic – Martin Health	ProulxC@ccf.org	Primary
Reyes	Johan	American Red Cross	johan.reyes@redcross.org	Primary
Ridle	Robert	Fort Pierce Police Department	rridle@fppd.org	Primary
Robertson	Angel	Office of Congressman Brian Mast	angel.robertson@mail.house.gov	Secondary
Rummo	Nichole	Indian River State College	nrummo@irsc.edu	Primary

Last Name	First Name	Agency	Email	Primary, Secondary, or Tertiary
Santamaria	Mayte	St. Lucie County Administration	santamariam@stlucieco.org	Primary
Sejour	Jordan	Office of Congressman Brian Mast	Jordan.Sejour@mail.house.gov	Secondary
Steele	Michelle	Port St. Lucie Police Department	msteele@cityofpsl.com	Primary
Telle	Tracy S.	City of Fort Pierce Engineering Department	ttelle@city-ftpierce.com	Primary
Tennant	Rachel	Fort Pierce Utilities Authority	rtennant@fpua.com	Primary
Thiess	William	Town of St. Lucie Village	william.thiess@stlucievillagefl.gov	Primary
Thomas	Paul	City of Fort Pierce	pthomas@cityoffortpierce.com	Primary
Torres	Stephanie	St. Lucie County Transportation Planning Organization	torress@stlucieco.org	Primary
Vachon	Dane	St. Lucie Fire District	dvachon@slcfd.org	Primary
Waters	Ken	St. Lucie County Sheriff's Office	Watersk@stluciesheriff.com	Primary
Weber	Jaeson	Florida Atlantic University	Jweber15@fau.edu	Primary
Weinshank	William	Port St. Lucie Emergency Management	wweinshank@cityofpsl.com	Primary
Williams	Lydia	Florida Department of Health-St. Lucie County	lydia.williams@flhealth.gov	Primary
Wolfhagen	Tioka	City of Fort Pierce Building Department	twolfhagen@cityoffortpierce.com	Primary
Zrallack	Dan	St. Lucie County Public Works Department	zrallackd@stlucieco.org	Primary

LMS Stakeholder Strategy

Engaging stakeholders is an essential element of effective hazard mitigation planning, as it brings a broad range of experience, expertise, and local insight into the development of the plan. Many stakeholders represent organizations or communities that are directly affected by hazard events, making their participation particularly valuable. Early involvement allows these partners to help shape priorities, clarify local risk conditions, and contribute to the development of practical risk reduction goals. Stakeholder participation also supports the identification of relevant data, feasible mitigation strategies, and opportunities for collaborative action that strengthen implementation at the local level.

St. Lucie County's LMS stakeholder strategy consisted of three main elements:

- The Local Mitigation Strategy Working Group is a preexisting committee set up as part of the previous 2021 LMS update. Meeting quarterly, it consists of representatives of the four participating jurisdictions, other local and regional government agencies, and private and nonprofit organizations. The Planning Team gave regular updates to the Working Group, encouraging members to participate in the process at several points.
- The Planning Team served as the day-to-day planning team. Meeting bi-weekly, the Steering Committee consisted of representatives from all four participating jurisdictions and IEM staff. The Committee was responsible for addressing issues arising from the plan development process and interagency coordination and anything else that required immediate resolution.
- Public outreach was intended to allow an even broader range of stakeholders meaningful opportunities to provide input to the planning process. Major elements included:
  - A multilingual survey (in English, Spanish, and Haitian Kreyol) that was posted online and promoted through multiple channels with 148 respondents.
  - An open invitation for the public to attend LMS Working Group meetings, with meeting information posted online.
  - An in-person town hall and open house held specifically to allow the public an opportunity to learn about the LMS update process and to give feedback. This was paired with a virtual meeting to increase the opportunity for participation.

Table 13 provides a list of stakeholders invited to participate in the planning process via email invitation and categorizes them by stakeholder type. Stakeholder affiliations were reviewed for accuracy; where an agency attribution was unclear or outdated, the entry was corrected based on available documentation.

Table 13: Stakeholders Invited to Participate in the Local Mitigation Strategy

Name	Title	Agency/ Organization	Stakeholder Type	Meeting Attended
John Frank	Road and Bridge Assistant Manager	St. Lucie County Public Works	Local and regional agency	LMS Meeting Q2

Name	Title	Agency/ Organization	Stakeholder Type	Meeting Attended
Oscar Hance	Emergency Management Division Manager	St. Lucie County Emergency Management	Local and regional agency	LMS Meeting Q2, Q3, Q4
Jason Knight	Impoundment Supervisor	St. Lucie County Mosquito Control	Local and regional agency	LMS Meeting Q2, Q3, Q4
Paul Thomas	Director of Building/ Building Official	City of Fort Pierce Building Department	Local and regional agency	LMS Meeting Q2, Q4
Tioka Wolfhagen	Permit Specialist/ CRS Coordinator	City of Fort Pierce Building Department	Local and regional agency	LMS Meeting Q2, Q3, Q4
Tracy Telle	Engineering Manager	City of Fort Pierce	Local and regional agency	LMS Meeting Q2, Q4
Ashaad Addison	Program Coordinator	Treasure Coast Food Bank	Representative of nonprofit organization	LMS Meeting Q2
Shane Ratliff	Emergency Operations/CRS Manager	Port St. Lucie Emergency Management	Local and regional agency	LMS Meeting Q2, Q3, Q4
Carlos Camacho	Engineer	Port St. Lucie Utility Systems Department	Local and regional agency	LMS Meeting Q2, Q3, Q4
Sandra Bogan	Resilience Navigator	St. Lucie County Environmental Resources	Local and regional agency	LMS Meeting Q2, Q3, Q4
Terrill Mincey	Mosquito Control Manager	St. Lucie County Mosquito Control	Local and regional agency	LMS Meeting Q2, Q3, Q4
Matt Baum	Director	St. Lucie County Parks, Recreation, and Facilities Department	Local and regional agency	LMS Meeting Q2, Q4
Venetia Barnes	Stormwater Engineer	City of Fort Pierce Engineering	Local and regional agency	LMS Meeting Q2, Q4

Name	Title	Agency/ Organization	Stakeholder Type	Meeting Attended
Paulette Bell	Public Utilities Administration and Customer Support Assistant Manager	St. Lucie County Utilities	Local and regional agency	LMS Meeting Q2, Q3, Q4
Patrick Dayan	Department Director	St. Lucie County Public Works	Local and regional agency	LMS Meeting Q2, Q3
Bill Thiess	Mayor	St. Lucie Village	Local and regional agency	LMS Meeting Q2
Joy Hawthorne	Deputy Director	St. Lucie County Parks and Recreation	Local and regional agency	LMS Meeting Q2
Yi Ding	Transportation Systems Manager	St. Lucie Transportation Planning Organization	Local and regional agency	LMS Meeting Q2
Rogelio Gonzalez	Transit Vehicle Maintenance & Security Director	Council on Aging	Representative of nonprofit organization	LMS Meeting Q2, Q4
Caleb Gillette	Acting Deputy Chief	Fort Pierce Police Department	Local and regional agency	LMS Meeting Q2
Dave Jacobs	Consultant	Red Cross PB/TC	Representative of nonprofit organization	LMS Meeting Q2
John Dunton	Deputy Director	Port St. Lucie Public Works	Local and regional agency	LMS Meeting Q2, Q3
Abe Alvarez	Fiscal Management Division Director	Port St. Lucie Police Department	Local and regional agency	LMS Meeting Q2, Q3, Q4
Amy Griffin	Environmental Resources Director	St. Lucie County Environmental Resources	Local and regional agency	LMS Meeting Q3, Q4
Rachel Tennant	Director of Public Affairs and Sustainability	Fort Pierce Utilities Authority	Local and regional agency	LMS Meeting Q3

Name	Title	Agency/ Organization	Stakeholder Type	Meeting Attended
Stephanie Torres	Bicycle-Pedestrian Program Manager	St. Lucie Transportation Planning Organization	Local and regional agency	LMS Meeting Q3,Q4
Nicole Fogarty	Coordinator of Growth Management, Land Acquisition, and Inter-Governmental Relations	St. Lucie Public Schools	Local and regional agency	LMS Meeting Q3, Q4
Patrick Helms	Engineer	North St. Lucie River Water Control District/Higgins Engineering & Surveying, LLC	Local and regional agency	LMS Meeting Q3, Q4
Areli Armendariz	Consultant	Fort Pierce Farms Water Control District	Local and regional agency	LMS Meeting Q3, Q4
Sherry McCorkle	Senior External Affairs Specialist	South Florida Water Management District	Local and regional agency	LMS Meeting Q3
Michelle Steele	Captain of Support Services	Port St. Lucie Police Department	Local and regional agency	LMS Meeting Q4
Tanner Rutherford	Project Engineer	City of Fort Pierce Engineering	Local and regional agency	LMS Meeting Q4
James Glover	Recovery and Mitigation Coordinator	St. Lucie County Emergency Management	Local and regional agency	LMS Meeting Q4
Bradley Faltersack	Project Manager	Port St. Lucie Utility Systems District	Local and regional agency	LMS Meeting Q4
Cameryn Weaver	Emergency Management Program Coordinator	Cleveland Clinic Emergency Management	Representative of business, academia, or other private organization	LMS Meeting Q4
Christina Proulx	Senior Manager – Emergency Management	Cleveland Clinic Emergency Management	Representative of business, academia,	LMS Meeting Q4

Name	Title	Agency/ Organization	Stakeholder Type	Meeting Attended
			or other private organization	
Ronnie Heen	Emergency Management Specialist II	City of Port St. Lucie	Local and regional agency	LMS Meeting Q4
Lydia Williams	Public Health Preparedness Planning Manager	Florida Department of Health	Agency with the authority to regulate	LMS Meeting Q4

The 10-Step Planning Process for the Local Mitigation Strategy Update

The St. Lucie County LMS update was developed in accordance with the Community Rating System (CRS) Activity 510 Floodplain Management planning criteria and DMA 2000, following current FEMA guidance. FEMA's mitigation planning framework is organized into four core phases: planning, risk assessment, mitigation strategy development, and plan maintenance. These phases are fully integrated into the CRS 10-Step Planning Process, which provides a structured and compliant approach for local hazard mitigation planning.

Table 14 illustrates the relationship between FEMA's four-phase mitigation planning framework and the CRS Activity 510 10-step process used for the St. Lucie County LMS update.

Table 14: Alignment of FEMA Mitigation Planning Process Phases and CRS 10-Step Process

DMA Process	CRS Process
Planning Process	**Step 1:** Organize and Prepare the Plan. **Step 2:** Involve the Public **Step 3:** Coordinate
Risk Assessment	**Step 4:** Assess the Hazard **Step 5:** Assess the Program
Mitigation Strategy	**Step 6:** Set Goals **Step 7:** Review Possible Activities **Step 8:** Draft an Action Plan
Plan Maintenance	**Step 9:** Adopt the Plan **Step 10:** Implement, Evaluate, and Revise the Plan

Step 1: Organize and Prepare the Plan

St. Lucie County leadership, in coordination with the Local Mitigation Strategy Working Group, established the organizational structure, scope, and schedule for the LMS update. An initial project kickoff meeting brought together county staff, municipal representatives, and technical partners to confirm roles, responsibilities, and anticipated deliverables. Participation was broadened to include municipalities, special districts, and critical stakeholders to ensure a comprehensive and inclusive planning effort.

Meetings were designed to orient participants to CRS Activity 510 requirements and FEMA's four-phase mitigation planning framework, with particular emphasis placed on the hazard assessment and mitigation strategy components of the process. Coordination occurred through a combination of in-person meetings, virtual meetings, email correspondence, and individual consultations. Draft plan materials were distributed to participating jurisdictions throughout the update to support timely review and comment. All working group meetings were publicly noticed, and additional opportunities for public input were provided outside of scheduled meetings.

Step 2: Involve the Public

Public engagement was incorporated throughout the LMS update to ensure that community perspectives and local knowledge informed the planning process. Public meetings were held at key milestones to present findings and gather feedback on the draft plan.

Public outreach efforts included announcements on the St. Lucie County website, distribution of informational materials, stakeholder briefings, social media outreach, and the use of an online public survey available in multiple languages. The survey provided residents, businesses, and organizations with an opportunity to identify hazard concerns, perceived vulnerabilities, and mitigation priorities. Draft plan sections were made available for public review, and all comments received were documented and considered during plan refinement. Over 145 responses were received from the public survey.

Step 3: Coordinate

Interagency coordination was a central component of the St. Lucie County LMS update. The Working Group actively engaged local, regional, state, and federal agencies and nonprofit organizations, utilities, and special districts with roles in hazard mitigation, floodplain management, emergency management, and long-term resilience.

Stakeholders were notified of opportunities to participate through email outreach and direct coordination, and were invited to share data, review draft materials, attend meetings, and provide technical input. A comprehensive list of participating agencies and organizations is included in the LMS Stakeholders section.

The planning process also emphasized alignment with existing plans, policies, and programs that influence land use, infrastructure investment, and hazard risk reduction. Relevant local, regional, and state plans were reviewed to ensure consistency and to leverage ongoing initiatives. These materials supported

hazard identification and vulnerability analysis and informed the development of mitigation goals and actions. Resources reviewed included the Florida State Enhanced Hazard Mitigation Plan, St. Lucie County Comprehensive Plan, local floodplain management documents, emergency planning products, and FEMA Flood Insurance Rate Maps (FIRMs).

Steps 4 and 5: Assess the Hazard and Assess the Problem

St. Lucie County and its participating jurisdictions conducted a comprehensive hazard identification and risk assessment addressing natural, technological, and human-caused hazards relevant to the planning area. Geographic Information System (GIS) tools were used extensively to map hazard-prone areas and evaluate potential impacts on the population, critical facilities, infrastructure, and key community assets.

Hazard profiles and exposure analyses were shared with the Working Group and made available for public review to validate findings and identify localized concerns. In parallel, a mitigation capability assessment was completed to evaluate existing programs, policies, ordinances, and practices that support hazard mitigation and floodplain management. This assessment highlighted current strengths, identified gaps, and provided a foundation for developing targeted mitigation strategies that build on existing capacities.

Steps 6 and 7: Set Goals and Review Possible Activities

Working Group meetings and facilitated discussions were used to establish countywide and jurisdiction-specific mitigation goals consistent with FEMA and CRS guidance. Participants reviewed a broad range of mitigation alternatives, including structural projects, regulatory approaches, public education initiatives, property protection measures, and natural resource protection strategies.

Through a collaborative prioritization process, the Working Group:

- Confirmed mitigation goals aligned with community needs and regulatory requirements
- Evaluated potential mitigation actions using defined selection criteria
- Reviewed the status of previously identified mitigation actions
- Developed new projects to address emerging risks, future development patterns, and changing hazard conditions

Step 8: Draft an Action Plan

Using input from the Working Group, participating jurisdictions, and stakeholders, a draft LMS was prepared for St. Lucie County. The draft incorporated the results of the hazard and risk assessment, the capability assessment, and the mitigation goals and actions developed during earlier planning steps.

The draft plan was posted for public and stakeholder review, and agencies engaged during the planning process were specifically invited to provide comments. Invitations to review the draft plan were also extended to the neighboring counties of Indian River, Okeechobee and Martin. All feedback received was compiled, evaluated, and incorporated as appropriate into the final LMS. The completed plan was then

submitted to the Florida Division of Emergency Management and FEMA Region IV for review and approval.

Step 9: Adopt the Plan

Following state and federal approval, the LMS will be formally adopted by St. Lucie County and each participating jurisdiction through resolution or other official action. Adoption documentation is included in the plan. Formal adoption establishes the LMS as the guiding framework for hazard mitigation activities in the county and ensures compliance with DMA 2000 and CRS requirements.

Step 10: Implement, Evaluate, and Revise the Plan

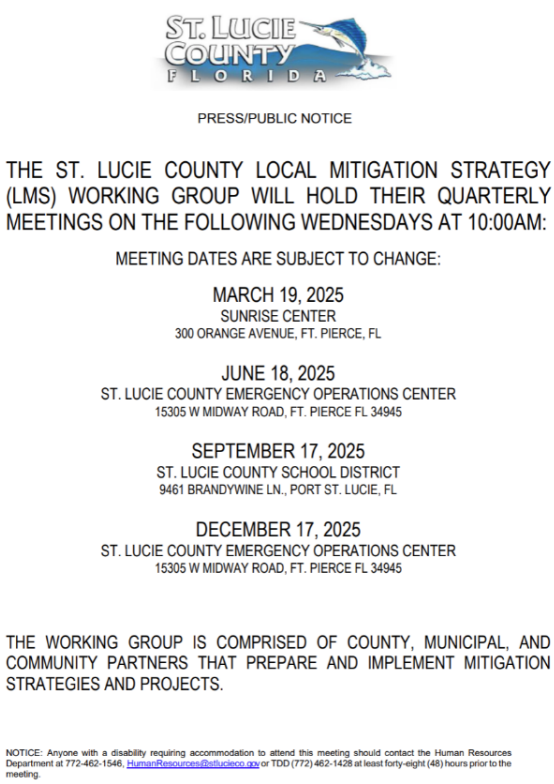
Ongoing implementation and maintenance are essential to the effectiveness of the St. Lucie County LMS. Upon adoption, mitigation actions identified in the plan are advanced through responsible departments and partner agencies. The Plan Maintenance section outlines procedures for tracking progress, evaluating implementation, and updating mitigation priorities as conditions change.

The LMS follows a formal five-year update cycle to maintain eligibility for FEMA mitigation funding and continued CRS participation. The maintenance process also commits to continued public involvement through open meetings, surveys, and opportunities for community input, ensuring that the plan remains responsive, current, and reflective of local priorities.

Public Participation Process

Public participation is a critical and mandated element of the Local Mitigation Strategy update process in St. Lucie County. Both FEMA regulations (44 CFR § 201.6(b)(1)) and the State of Florida's LMS guidance require meaningful opportunities for public involvement. Input gathered from residents and community stakeholders throughout the planning effort helps ensure that the LMS reflects local conditions, lived experiences, and community priorities. This engagement is especially important for reaching underserved and vulnerable populations, who often face disproportionate impacts from natural hazards.

To support inclusive participation for this LMS update, St. Lucie County and its jurisdictions offered multiple avenues for public engagement, including in-person opportunities and an online survey. Recognizing that reliance on in-person meetings alone can limit participation, the County and municipalities used a digital survey to provide a convenient and accessible way for residents and stakeholders to share concerns, identify risks, and offer mitigation ideas. This approach broadened participation and strengthened the overall quality and relevance of the final LMS. The press/public notice in Figure 2 was issued to encourage the public to get involved in the LMS Working Group's quarterly meetings.



PRESS/PUBLIC NOTICE

THE ST. LUCIE COUNTY LOCAL MITIGATION STRATEGY (LMS) WORKING GROUP WILL HOLD THEIR QUARTERLY MEETINGS ON THE FOLLOWING WEDNESDAYS AT 10:00AM:

MEETING DATES ARE SUBJECT TO CHANGE:

MARCH 19, 2025
SUNRISE CENTER
300 ORANGE AVENUE, FT. PIERCE, FL

JUNE 18, 2025
ST. LUCIE COUNTY EMERGENCY OPERATIONS CENTER
15305 W MIDWAY ROAD, FT. PIERCE FL 34945

SEPTEMBER 17, 2025
ST. LUCIE COUNTY SCHOOL DISTRICT
9461 BRANDYWINE LN., PORT ST. LUCIE, FL

DECEMBER 17, 2025
ST. LUCIE COUNTY EMERGENCY OPERATIONS CENTER
15305 W MIDWAY ROAD, FT. PIERCE FL 34945

THE WORKING GROUP IS COMPRISED OF COUNTY, MUNICIPAL, AND COMMUNITY PARTNERS THAT PREPARE AND IMPLEMENT MITIGATION STRATEGIES AND PROJECTS.

NOTICE: Anyone with a disability requiring accommodation to attend this meeting should contact the Human Resources Department at 772-462-1546, HumanResources@stlucieco.gov or TDD (772) 462-1428 at least forty-eight (48) hours prior to the meeting.

Figure 2: Press and Public Notice of LMS Working Group Meetings

Digital Survey

This community survey was conducted to better understand residents' awareness of hazards, levels of concern across a wide range of natural and human-caused threats, and perceptions of vulnerability in St. Lucie County. Responses reflect input from residents, retirees, local employees, educators, public sector staff, and individuals working in or near the county, representing incorporated and unincorporated areas including Port St. Lucie, Fort Pierce, St. Lucie Village, and surrounding communities. Overall, respondents demonstrated varying levels of familiarity with local hazards, but consistently identified flooding, hurricanes, power outages, infrastructure failure, and impacts on critical facilities, such as hospitals, schools, roads, utilities, and the nuclear power plant, as primary concerns. Many participants emphasized heightened vulnerability among elderly residents, low-income households, mobile home communities, coastal and low-lying neighborhoods, and areas with recurring drainage issues. Survey results also highlight strong public support for mitigation actions related to infrastructure improvements, flood risk reduction, emergency communications, and protection of critical facilities, underscoring the importance of integrating community perspectives into the County's hazard mitigation and resilience planning efforts. The public survey was conducted in English, Spanish, and Haitian-Creole. Figure 3, Figure 4, and Figure 5 display the flyers that were disseminated throughout the county.



Figure 3: English Version of the Public Survey Flyer



Figure 4: Spanish Version of the Public Survey Flyer



Figure 5: Haitian-Creole Version of the Public Survey Flyer

RESPONDENT SNAPSHOT

A total of 148 individuals participated in the survey, representing a broad cross-section of the county. Most respondents live in Port St. Lucie, which accounted for 86 participants. Twenty-five respondents live in unincorporated areas of the county, while 19 reside in Fort Pierce and 12 in St. Lucie Village. A small number of participants reported living outside the county, including three from Indian River County, one from Hutchinson Island, one from Vero Beach, and one from Manatee County. They are listed in Figure 6.

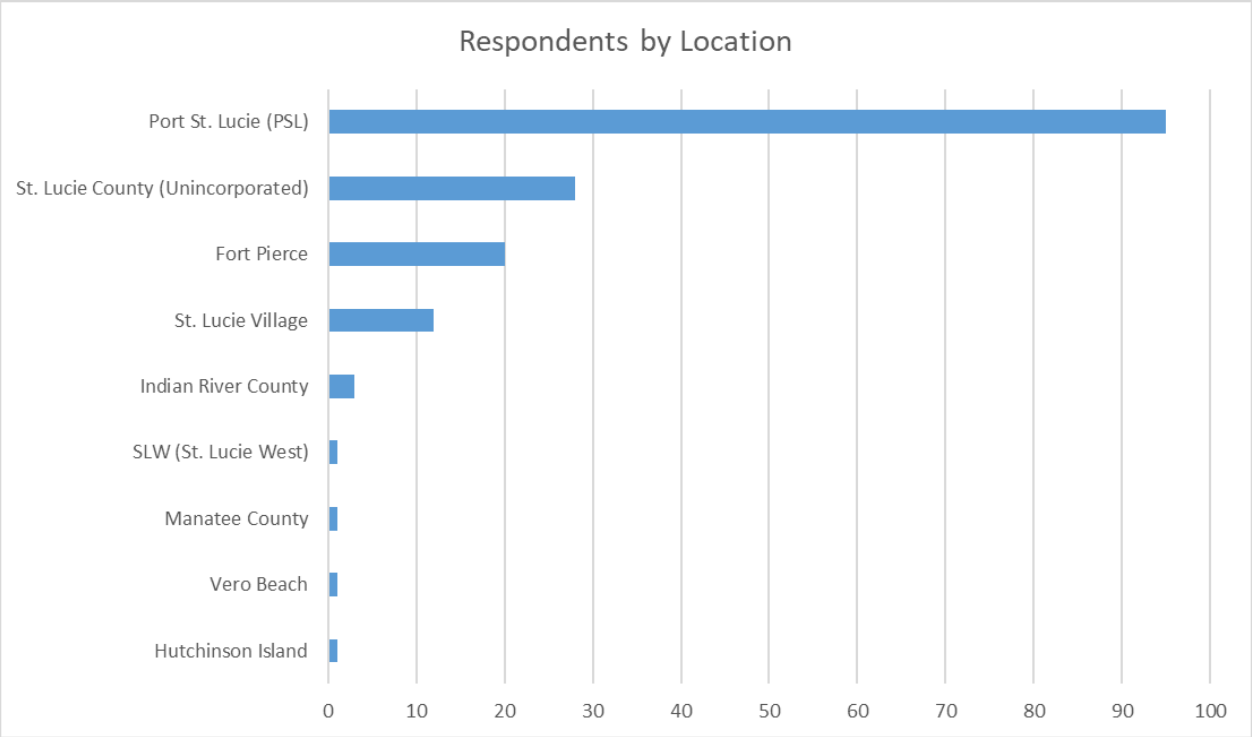


Figure 6: Respondents by Location Public Survey Results

Employment patterns among respondents varied significantly. Fifty-six individuals reported that they are not currently working, which includes retirees, homemakers, individuals with disabilities, job seekers, and seasonal workers. Fifty-two respondents work in the public sector at the local level, including county government, municipalities, special districts, and schools. Fifteen participants are employed in the private sector outside the county, while eleven work in private businesses in the county. Five respondents work in state or federal government roles, and four identified as self-employed.

HOW RESIDENTS PERCEIVED HAZARD MITIGATION

Figure 7 reflects responses from 147 participants and reveals that most people have at least some familiarity with hazard mitigation. A majority (53.7%) say they have heard of it and know a little, while another 20.4% report that they know a lot about it. Combined, this means 85.7% of respondents have some level of awareness of hazard mitigation.

However, the data also shows a notable gap in understanding. About 11.6% of respondents have heard of hazard mitigation but admit they do not know much about it. Another 11.6% have never heard of the term, and 2.7% are unsure. Together, these two groups represent 14.3% of the population that is effectively unaware of hazard mitigation.

This suggests a strong foundation for public engagement: Three out of four residents are moderately aware, and one in five feels well-informed. At the same time, roughly one in seven residents remains unfamiliar, and about one in nine has only superficial knowledge. These gaps highlight a clear opportunity

for targeted education and outreach to move more residents from basic awareness to deeper understanding.

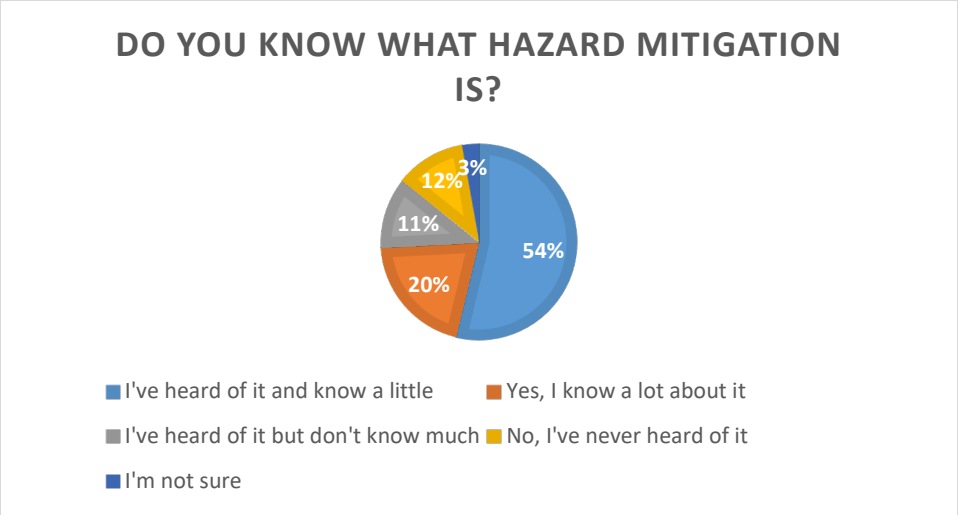


Figure 7: Hazard Mitigation Public Survey Results

PERCEIVED RISKS BY PARTICIPANTS: WHAT DO RESIDENTS WORRY ABOUT?

Results of the public survey about hazards are shown in Figure 8. Hurricanes and tropical storms anchor the top tier of concern. The "very worried" bar is visibly long, and when combined with "somewhat worried," it forms a majority of total responses. Severe thunderstorms and lightning display a similar pattern, reinforcing that convective weather and tropical systems are front of mind.

Extreme temperatures elicit substantial worry. The "very worried" segment is large, and "somewhat worried" adds significant weight, indicating residents are attuned to heat risks and likely the health, energy, and economic impacts that come with hotter periods. Cascading failures, specifically power systems failure and communication system failure, also are high-concern categories. Their "very" and "somewhat" worried portions appear among the largest on the chart. This reinforces the need to think beyond the hazard itself to the fragility of lifelines and how quickly they can be restored.

Sea level rise sits in a moderate-concern band. The "somewhat worried" bar is prominent, while the "very worried" portion is smaller than for storms or heat. This suggests residents view sea level rise as real but more gradually unfolding, which typically points to capital investments and land use policies rather than immediate emergency actions. Transportation system accidents present mixed concern, with a noticeable "somewhat worried" segment but a relatively larger "not very" and "not at all" portion compared with the top-tier hazards.

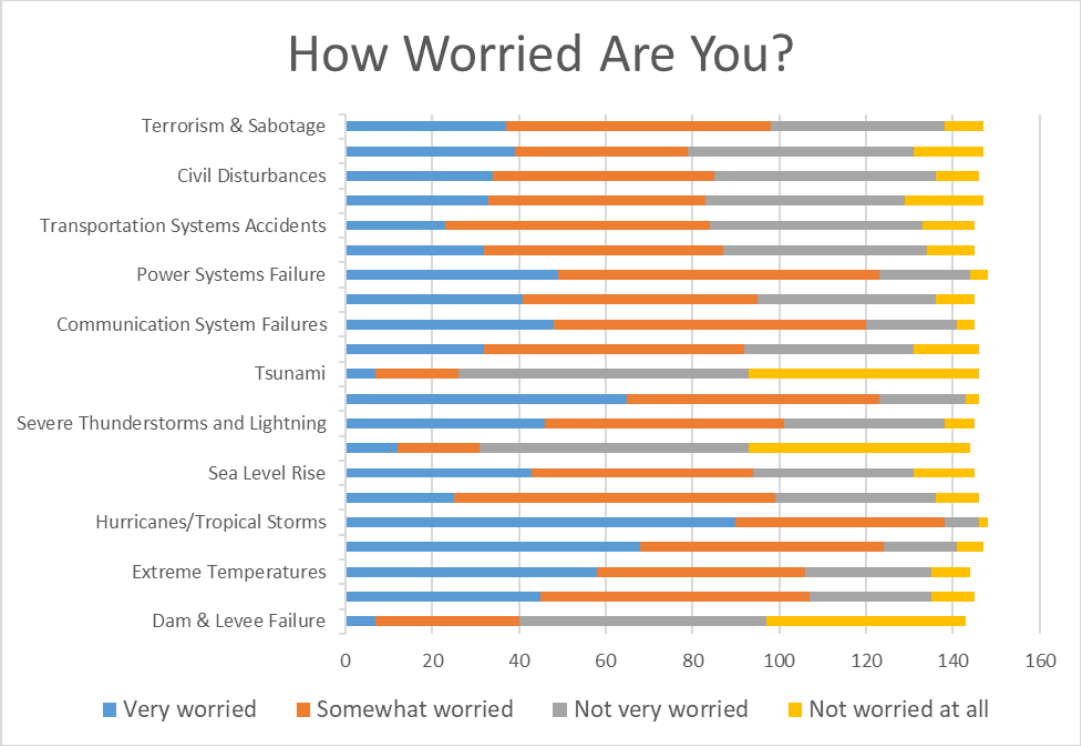


Figure 8: Hazards of Concern Public Survey Results

Tsunami and dam or levee failure show the smallest "very worried" shares and relatively large "not very" and "not at all" segments. In this coastal Florida context, that alignment makes sense: Tsunami probability is low, and large dam/levee exposure is limited. Terrorism and sabotage, and civil disturbances, demonstrate broad dispersion across "somewhat," "not very," and "not at all," with a smaller "very worried" share than the storm and infrastructure categories. That suggests these are background concerns but not leading drivers of preparedness behavior.

INSURANCE COVERAGE

Figure 9 shows the level of insurance coverage, while Figure 10 shows policies by types of hazards. Among property owners, who represented 135 respondents, windstorm and fire coverage were the most common types of insurance, reported by 65.9% and 63.7% of owners, respectively. Flood insurance was significantly less prevalent, with only 42.2% of owners reporting coverage. Earthquake and landslide coverage were rare, at 3.7% and 3.0%, respectively. Notably, 15.6% of owners, or 21 individuals, reported having no disaster-related insurance coverage at all.

Analysis of policy portfolios revealed that 21 owners hold no policies, 29 have one policy, 51 maintain two policies, 29 have three policies, and only a handful have four or five policies. These findings highlight a critical gap in flood insurance adoption and indicate that approximately one in six property owners lacks any form of disaster coverage, underscoring the need for targeted outreach in flood-prone areas.

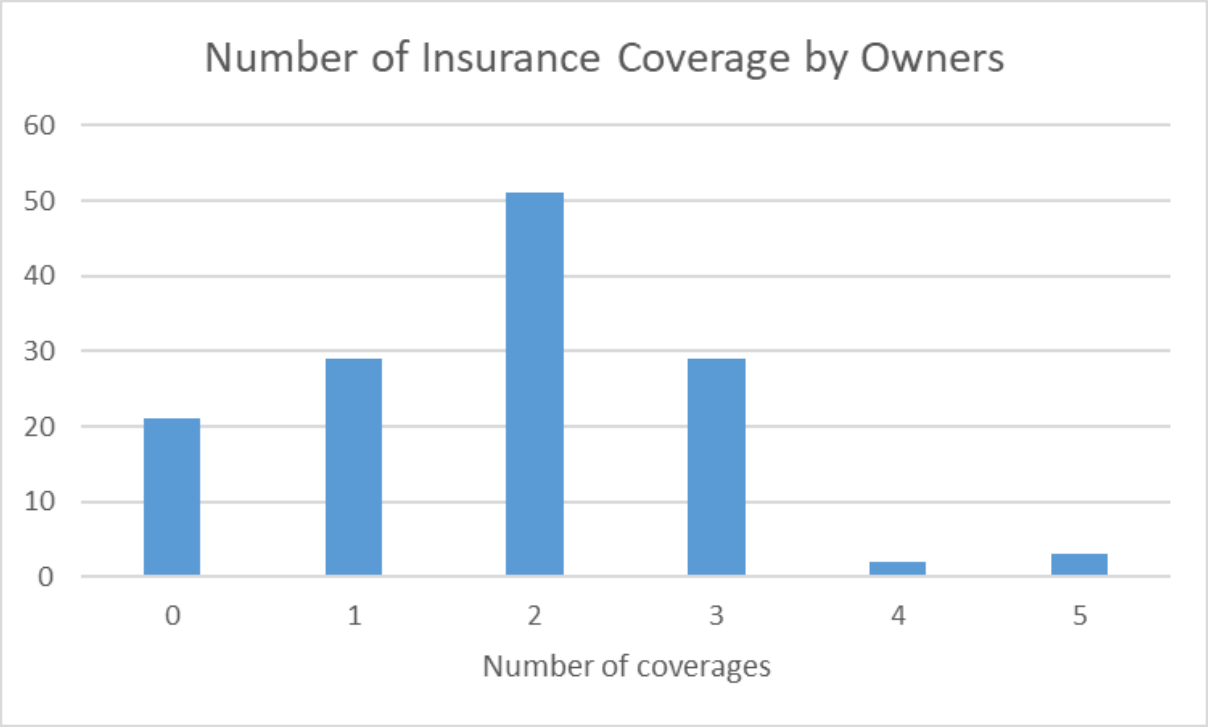


Figure 9: Public Survey Results for the Number of Insurance Policies

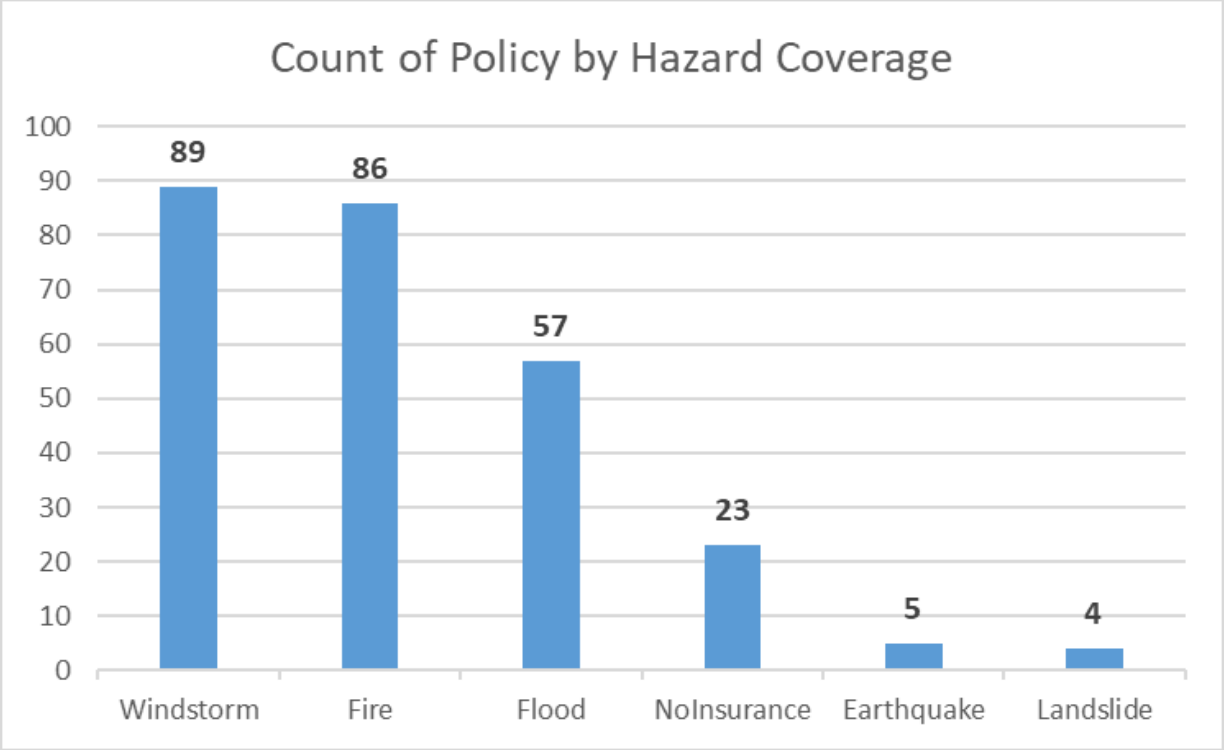


Figure 10: Count of Policies by Hazard Coverage

RESIDENT PRIORITIES FOR RESILIENCE: LIFELINES, NATURAL PROTECTION, HOMES, AND LAND USE

Figure 11 reflects the public's concern about preparing for future disasters. The highest priority was on the safety of roads, hospitals, and communications systems.

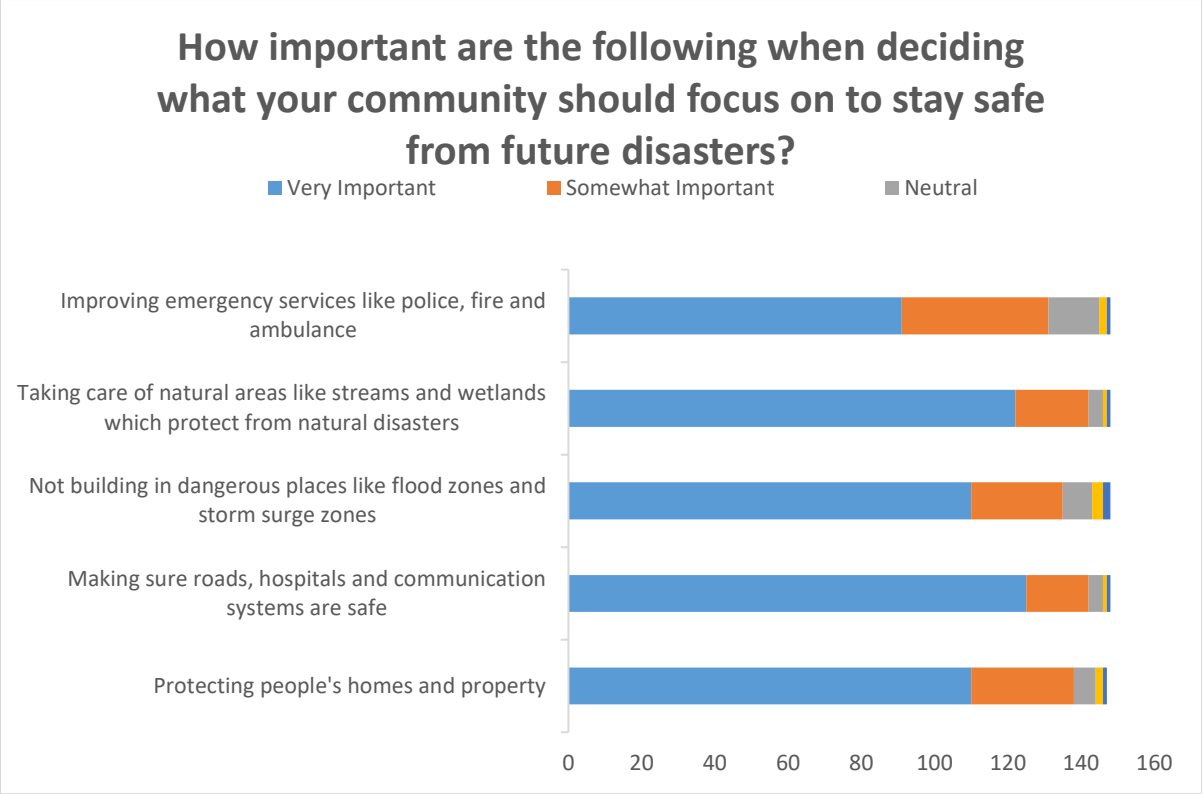


Figure 11: Public Survey Results for the Focus on Future Disasters

Care for natural areas that protect the community, such as streams and wetlands, ranked a close second. Across 148 responses, 82.43% rate it very important and 13.51% somewhat important, with just 4.06% neutral or not important. The average score is 4.76. This pattern confirms that residents value nature-based protection alongside engineered solutions, and they see ecological systems as essential buffers against flooding and storm surge.

Protecting homes and property also sits near the top. Out of 147 responses, 74.83% call it very important and 19.05% somewhat important. Only 5.44% register neutral or not important. The average score of 4.66 shows broad endorsement for actions that reduce damage at the parcel level, from wind and flood retrofits to roof anchorage and impact glazing. Avoiding construction in dangerous places, including flood zones and storm surge areas, earns strong support as well. With 148 responses, 74.32% rate it very important and 16.89% somewhat important. The neutral and not important shares total 8.79%, and the average score is 4.61. Residents are clearly comfortable with policies that steer development away from high-risk areas, a sign that prevention through land use decisions resonates with the public.

Improving emergency services, including police, fire, and ambulance, is widely supported but with slightly lower intensity than the other priorities. Out of 148 responses, 61.49% rate it very important and 27.03% somewhat important, while 11.81% are neutral or not important. The average score is 4.47. This result still indicates strong approval, yet it suggests the community places even greater emphasis on preventing damage and maintaining lifelines than on expanding response capacity alone.

If we combine very important and somewhat important for each item, the pattern is consistent. Safeguarding roads, hospitals, and communication systems and caring for natural areas both reach 95.95%. Protecting homes and property reaches 93.88%. Avoiding dangerous places reaches 91.22%. Improving emergency services reaches 88.51%. All five priorities sit well above 88%, which means residents are aligned around a comprehensive approach that blends infrastructure hardening, nature-based protection, household-level retrofits, and risk-aware land use.

PLACES OF CONCERN

The data in Figure 12 show that residents are most concerned about critical infrastructure and essential services rather than social or recreational spaces. The highest levels of concern center on power generation facilities, housing, and transportation networks, followed by coastal areas and institutions that serve large populations, such as schools and hospitals.

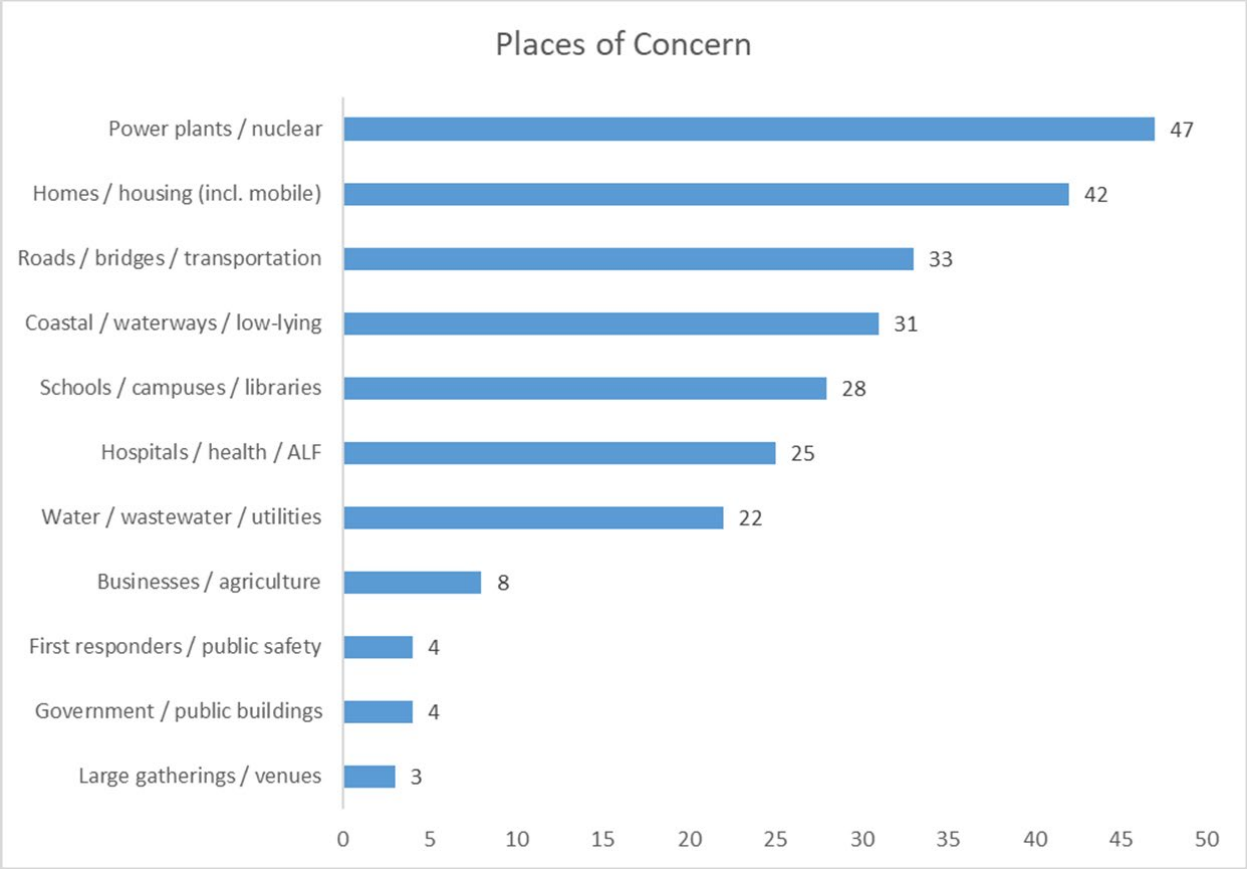


Figure 12: Public Survey Results for the Places of Concern

TOP AREAS OF CONCERN

Power plants and nuclear facilities rank first with 47 mentions, signaling that residents view energy infrastructure as highly vulnerable and essential for community safety. This concern likely reflects the cascading impacts of power loss during disasters, which can affect hospitals, water systems, and emergency response. Homes and housing, including mobile homes, come second with 42 mentions. This indicates strong awareness of residential vulnerability, particularly in hurricane-prone regions where wind and flood damage can displace families and strain recovery resources.

Roads, bridges, and transportation systems follow with 33 mentions, underscoring the importance of maintaining evacuation routes and supply chains during emergencies. Disruption in transportation can delay rescue operations and hinder access to critical services. Coastal areas, waterways, and low-lying zones are next with 31 mentions. This reflects concern about flooding, storm surge, and erosion, which are common hazards in coastal Florida communities.

MODERATE CONCERNS

Schools, campuses, and libraries received 28 mentions, while hospitals and health facilities were close behind at 25. These results highlight the need to protect places that house vulnerable populations and serve as shelters or care centers during disasters. Water, wastewater, and utility systems were cited 22 times, reinforcing the importance of lifeline infrastructure for sanitation and public health.

LOWER-TIER CONCERNS

Businesses and agriculture were mentioned only 8 times, and first responders/public safety facilities and government buildings each received 4 mentions. Large gathering venues were the least cited, with only 3 mentions. Although these areas are still relevant, residents appear to prioritize core infrastructure and essential services over economic or recreational spaces.

The community's priorities clearly lean toward safeguarding lifelines and critical facilities. Energy systems, housing, transportation, and coastal protection dominate the list, followed by schools, hospitals, and utilities. This pattern suggests that resilience planning should focus on hardening power infrastructure, improving drainage and flood defenses, reinforcing evacuation routes, and ensuring continuity of operations for health and education facilities. Lower concern for venues and government buildings does not eliminate their importance but indicates they are secondary compared with systems that sustain life and recovery.

PARTICIPANTS' PRIORITIES: IMPROVEMENT IDEAS

Figure 13 shows that residents strongly favor improvements that address flooding, environmental protection, and transportation safety. These priorities reflect a desire for both immediate hazard mitigation and long-term resilience strategies. The distribution of responses shows a clear hierarchy, with drainage and stormwater management at the top, followed closely by ecosystem protection and road infrastructure upgrades.

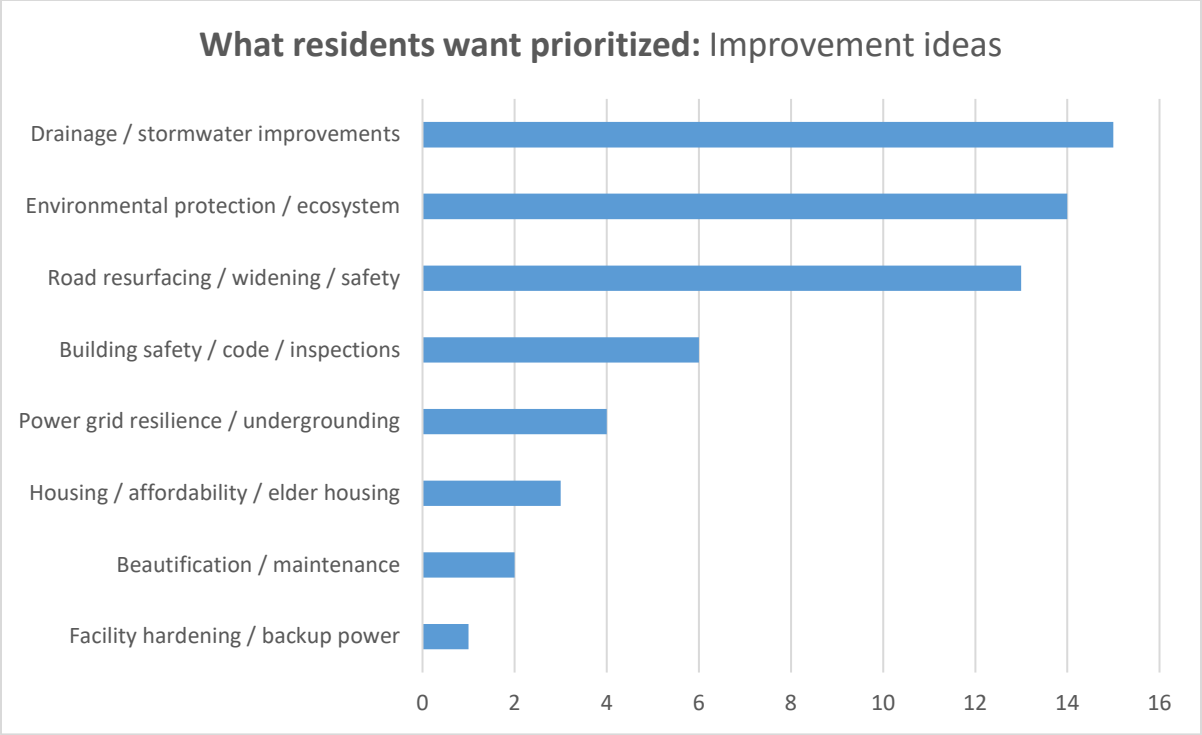


Figure 13: Public Survey Results for the Prioritization of Issues

Residents clearly prioritize improvements that address flooding, environmental protection, and transportation safety. Drainage and stormwater upgrades lead the list with about 15 mentions, signaling strong concern over flooding and water management. This emphasis likely reflects recurring storm events and the county's vulnerability to heavy rainfall and tidal backflow. Environmental protection and ecosystem care follow closely with 14 mentions, showing that residents value natural systems such as wetlands and streams as critical defenses against disasters. Road resurfacing, widening, and safety enhancements rank third with roughly 13 mentions, underscoring the importance of reliable transportation routes for evacuation, emergency response, and daily mobility.

Secondary priorities include building safety, code compliance, and inspections, which received about eight mentions, indicating that residents want stronger enforcement of standards to reduce wind and flood damage. Power grid resilience and undergrounding were noted four times, reflecting awareness of the cascading impacts of outages during disasters. These priorities suggest that while structural integrity and energy reliability matter, they are viewed as complementary to broader infrastructure and environmental measures.

Lower-tier concerns include housing affordability and elder housing, mentioned three times, and beautification and maintenance, which received two mentions. Facility hardening and backup power were the least cited, with only one mention. This pattern shows that residents place greater emphasis on community-wide improvements that prevent damage and maintain essential services rather than isolated upgrades to individual facilities. Overall, the data points to a strong preference for proactive, system-level investments that reduce risk and enhance resilience before disasters strike.

PARTICIPANTS' PRIORITIES: FACILITIES MENTIONED

According to Figure 14, residents most frequently cited schools and shelters as facilities needing improvement, with 10 mentions reflecting their critical role during emergencies. Utilities, such as the power grid and substations, follow with 7 mentions, and hospitals, clinics, and assisted living facilities rank next with 6, highlighting the importance of maintaining essential services and healthcare access during disasters. Emergency operations centers and public safety facilities received 3 mentions, while libraries and fire hydrants were noted only 2 and 1 times, respectively, indicating that while these assets matter, residents prioritize hardening shelters, lifelines, and healthcare infrastructure to ensure safety and continuity during crises.

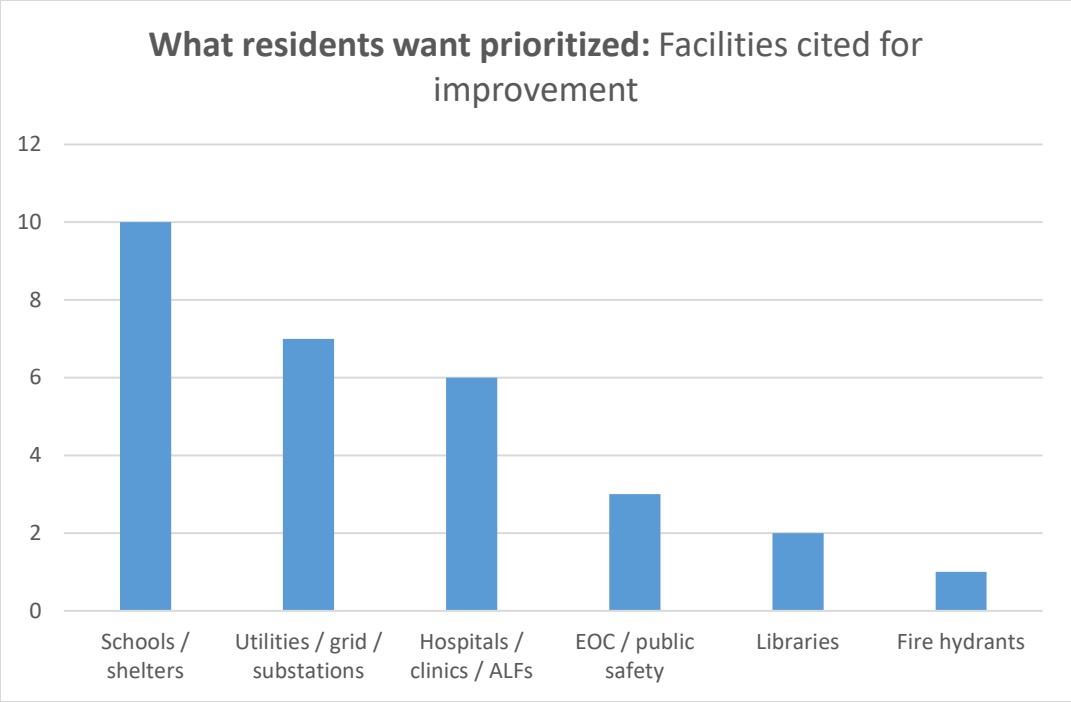


Figure 14: Public Survey Results for the Prioritization of Facilities

HOW RESIDENTS RECEIVE HAZARD AND RISK REDUCTION INFORMATION

Residents rely on multiple channels to obtain information about hazards and risk reduction. According to Figure 15, Emergency Alert Systems were the most frequently mentioned source, cited by 105 respondents. Television followed closely with 98 mentions, while social media was noted by 89 participants. Text messaging was identified by 75 respondents, and the county website was mentioned by 73. Community networks and word of mouth also were significant, with 62 mentions, and radio was cited by 58 respondents.

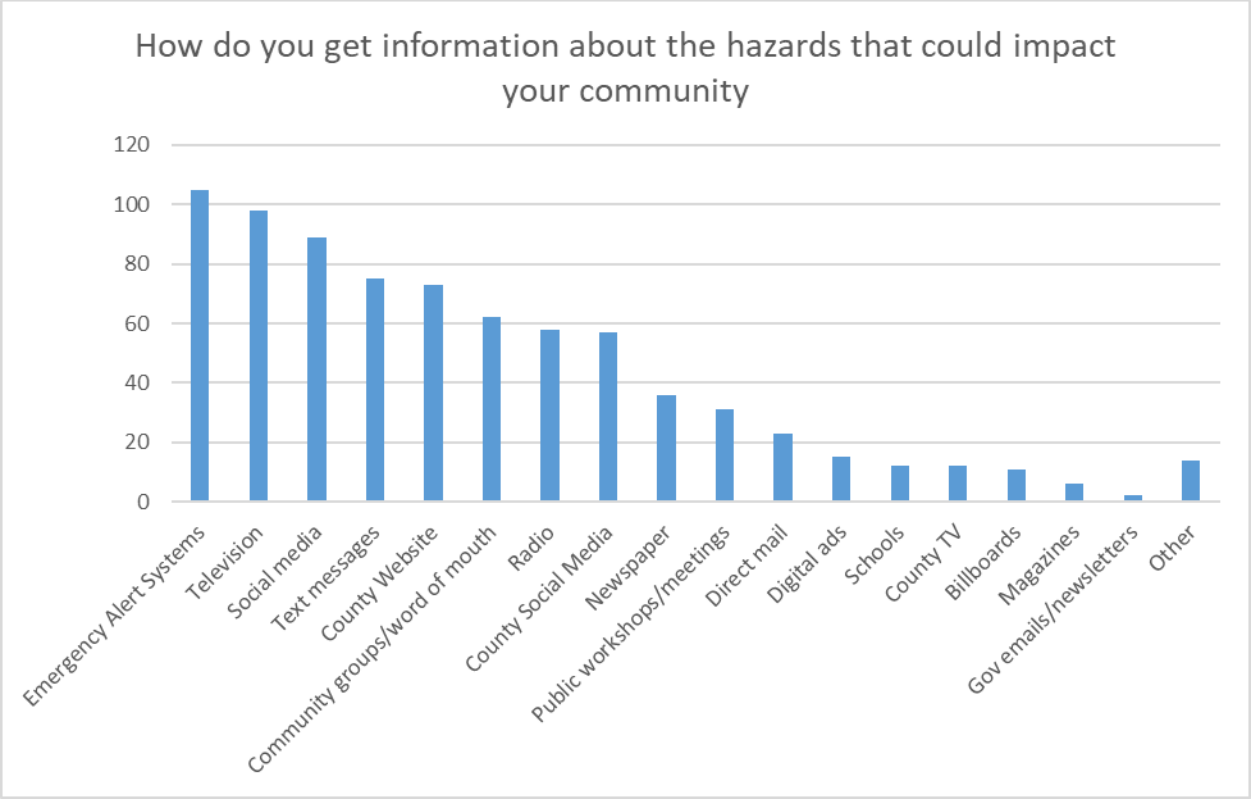


Figure 15: Public Survey Results for the Sources of Information About Hazards

When grouped by category, 86.4% of respondents reported using official sources, such as county alerts and the National Hurricane Center. Media channels, including television, radio, print, and online platforms, were used by 75.5% of participants. Community and social sources were reported by 74.8%, while marketing and other channels accounted for 26.5%. These findings suggest that official alerts combined with television, text messaging, and the county website or social media outreach would effectively inform most residents. Community groups and schools serve as strong relays for information dissemination.

RESIDENT AWARENESS AND PREPAREDNESS: ACCESS TO HAZARD INFORMATION AND RISK REDUCTION KNOWLEDGE

Seventy-one percent say they receive enough hazard information (Figure 16), and 72% say they know how to lower their vulnerability (Figure 17). This near parity suggests that current outreach is largely effective at translating information into practical knowledge, with a strong majority reporting that they can act on what they learn. The results imply that hazard communication is reaching much of the community with messages that are not only visible but also usable.

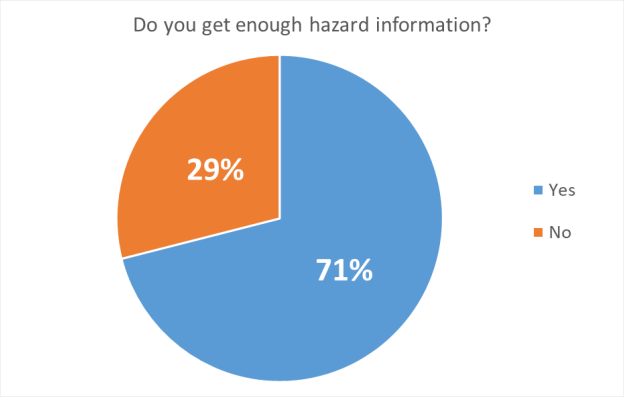


Figure 16: Public Survey Results for the Amount of Hazard Information

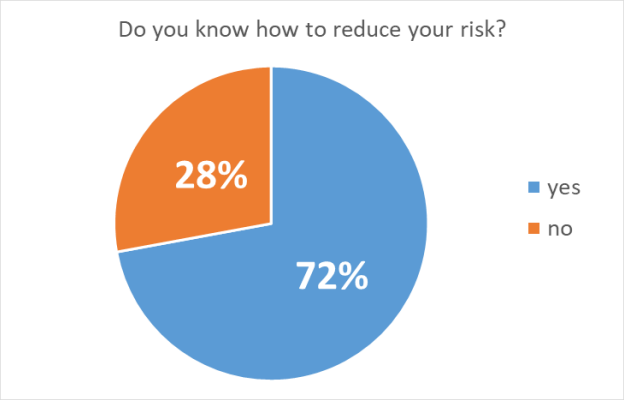


Figure 17: Public Survey Results for Knowledge About Reduction of Risk

At the same time, these figures highlight a persistent gap. Twenty-nine percent do not feel they get enough hazard information, and 28% do not know how to reduce risk, meaning more than one in four residents lacks either awareness or actionable guidance. This gap likely reflects challenges in accessibility, timeliness, or relevance of content for specific groups, such as renters, seniors, non-English speakers, or households with limited internet access. Bridging the two charts, the task is to convert the "informed but unsure" and "unreached" segments into confident actors by pairing concise, seasonal hazard messages with clear, step-by-step actions—home hardening checklists, flood insurance prompts in high-risk areas, and neighborhood-level project updates—delivered through trusted channels and community relays.

Documentation

Figure 18 to Figure 25 show sign-in sheets and agendas for all meetings of the LMS Working Group during the planning process.

St. Lucie County LMS Working Group – 2nd Quarter Meeting Minutes
Date: Wednesday, June 18, 2025
Time: 10:00 a.m. – 12:00 p.m.
Location: Fenn Center, 2000 Virginia Ave, Fort Pierce, FL

I. Call to Order

The meeting was called to order at 10:00 a.m.

II. Welcome and Introductions

Introductions were made by attendees, including representatives from St. Lucie County, the City of Fort Pierce, Port St. Lucie.

III. Public Comment

None.

IV. Approval of Agenda

Motion to approve the agenda by Paul; seconded by Matt. Motion passed.

V. Approval of Minutes – March 19, 2025

Motion to approve the previous meeting minutes by Venetia; seconded by Patrick. Motion passed.

VI. LMS Update Project – Jeanne Bunting, Joe Harris (IEM)

Joe and Jeanne introduced the IEM team and provided an overview of the LMS update process. Topics included:

- Scope of work and project timeline
- Deadlines and planning goals
- What IEM expects from stakeholders
- Alignment with the FDEM Planning Manual
- Community engagement strategy
- Identification of hazards and vulnerabilities
    - Shane suggested adding Brightline (transportation)
    - Patrick raised concerns regarding water supply
- Emphasis on open data sharing with IEM
- Retaining most previous goals
- Removing outdated references
- Actions and implementation planning
- Plan maintenance through monitoring, updates, regular reviews, and public involvement
- Upcoming distribution of public survey
- Importance of capturing accurate impacts and photo documentation

VII. Working Group Action Items

A. HMGP Funding Update

- Shane discussed current HMGP opportunities and Elevate Florida
- Application requirements include letters of intent and updated cost estimates

B. New Project Scoring

- Oscar shared the updated PPL, noted that projects have been removed at the request of agencies and/or due to completion.
- New projects were added and ranked based on the scoring committee results and are included.
- One project remains unranked due to late submission
- Motion to approve by Carlos, Second by Paul.

VIII. Member Comments and Miscellaneous

- Joy Hawthorne to be added to the LMS distribution list since Parks and Facilities have split

IX. Adjourn

Motion to adjourn by Paul; seconded by Venetia.

Attendee List – June 18, 2025 LMS Working Group Meeting

Name	Agency
John Frank	SLC Public Works (PW)
Oscar Hance	St. Lucie County Emergency Management
Jason Knight	SLC Mosquito Control (MC)
Paul Thomas	City of Fort Pierce
Tioka Wolfhagen	City of Fort Pierce
Tracy Telle	City of Fort Pierce
Ashaad Addison	Treasure Coast Food Bank
Shane Ratliff	Port St. Lucie Emergency Management
Carlos Camacho	PSL Utility Systems Department
Sandra Bogan	St. Lucie County Environmental Resources

Terrill Mincey	SLC Mosquito Control
Matt Baum	SLC Facilities
Venetia Barnes	City of Fort Pierce
Paulette Bell	SLC Utilities
Patrick Dayan	SLC Public Works
Bill Thiess	St. Lucie Village
Joy Hawthorne	SLC Parks & Rec
Yi Ding	St. Lucie TPO
Rogelio Gonzalez	COA Community Transit
Caleb Gillette	Fort Pierce Police Department
Dave Jacobs	Red Cross PB/TC
John Dutton	PSL Public Works
Abe Alvarez	PSL Police Department

Figure 18: Second Quarter Meeting Minutes

ST. LUCIE COUNTY PUBLIC SAFETY

ST. LUCIE COUNTY EMERGENCY MANAGEMENT DIVISION
LOCAL MITIGATION STRATEGY WORKING GROUP MEETING
SIGN IN SHEET – 06/18/2025

ATTENDEES			
NAME	AGENCY	PHONE	E-MAIL
John Frank	SLC - PW	[redacted]	[redacted]
Oscar Haines	SLC EM		
Jason Knight	SLC MC		
Paul Thomas	City of Ft. Pierce		
Trisha Wolfhagen	City of Fort Pierce		
TRACY TEMS	CITY OF FP		
Ashaad Addison	Treasure Coast Food Bank		
Shane Ratliff	PSL EM		
Chris Candelaria	PSLUSD		
Terrill Mincey	SLCMC		
Matt Baum	SLC Facilities		
Venetia Barnes	COFP		
Paulette Bell	SLCU		

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ST. LUCIE COUNTY PUBLIC SAFETY

ST. LUCIE COUNTY EMERGENCY MANAGEMENT DIVISION
LOCAL MITIGATION STRATEGY WORKING GROUP MEETING
SIGN IN SHEET – 06/18/2025

ATTENDEES			
NAME	AGENCY	PHONE	E-MAIL
PATRICK DUNN	SLC Public Works	[redacted]	[redacted]
Bill Thiess	St. Lucie Village		
Jay Hawthorne	ST. Lucie BOCC Park		
Yi Ding	St. Lucie TPO		
Rogelio Gonzalez	COA Community Transit		
CALEB GILLETTE	FORT PIERCE POLICE DEPT		
DAVE MACOOS	Red Cross PBTC.		
John Dunton	PSL PW		
ABE ALVAREZ	PSL Police		

Figure 19: Second Quarter Sign-In Sheet

St. Lucie County LMS Working Group – 2nd Quarter Meeting Minutes
Date: Wednesday, June 18, 2025
Time: 10:00 a.m. – 12:00 p.m.
Location: Fenn Center, 2000 Virginia Ave, Fort Pierce, FL

I. Call to Order

The meeting was called to order at 10:00 a.m.

II. Welcome and Introductions

Introductions were made by attendees, including representatives from St. Lucie County, the City of Fort Pierce, Port St. Lucie.

III. Public Comment

None.

IV. Approval of Agenda

Motion to approve the agenda by Paul; seconded by Matt. Motion passed.

V. Approval of Minutes – March 19, 2025

Motion to approve the previous meeting minutes by Venetia; seconded by Patrick. Motion passed.

VI. LMS Update Project – Jeanne Bunting, Joe Harris (IEM)

Joe and Jeanne introduced the IEM team and provided an overview of the LMS update process. Topics included:

- Scope of work and project timeline
- Deadlines and planning goals
- What IEM expects from stakeholders
- Alignment with the FDEM Planning Manual
- Community engagement strategy
- Identification of hazards and vulnerabilities
    - Shane suggested adding Brightline (transportation)
    - Patrick raised concerns regarding water supply
- Emphasis on open data sharing with IEM
- Retaining most previous goals
- Removing outdated references
- Actions and implementation planning
- Plan maintenance through monitoring, updates, regular reviews, and public involvement
- Upcoming distribution of public survey
- Importance of capturing accurate impacts and photo documentation

VII. Working Group Action Items

A. HMGP Funding Update

- Shane discussed current HMGP opportunities and Elevate Florida
- Application requirements include letters of intent and updated cost estimates

B. New Project Scoring

- Oscar shared the updated PPL, noted that projects have been removed at the request of agencies and/or due to completion.
- New projects were added and ranked based on the scoring committee results and are included.
- One project remains unranked due to late submission
- Motion to approve by Carlos, Second by Paul.

VIII. Member Comments and Miscellaneous

- Joy Hawthorne to be added to the LMS distribution list since Parks and Facilities have split

IX. Adjourn

Motion to adjourn by Paul; seconded by Venetia.

Attendee List – June 18, 2025 LMS Working Group Meeting

Name	Agency
John Frank	SLC Public Works (PW)
Oscar Hance	St. Lucie County Emergency Management
Jason Knight	SLC Mosquito Control (MC)
Paul Thomas	City of Fort Pierce
Tioka Wolfhagen	City of Fort Pierce
Tracy Telle	City of Fort Pierce
Ashaad Addison	Treasure Coast Food Bank
Shane Ratliff	Port St. Lucie Emergency Management
Carlos Camacho	PSL Utility Systems Department
Sandra Bogan	St. Lucie County Environmental Resources

Terrill Mincey	SLC Mosquito Control
Matt Baum	SLC Facilities
Venetia Barnes	City of Fort Pierce
Paulette Bell	SLC Utilities
Patrick Dayan	SLC Public Works
Bill Thiess	St. Lucie Village
Joy Hawthorne	SLC Parks & Rec
Yi Ding	St. Lucie TPO
Rogelio Gonzalez	COA Community Transit
Caleb Gillette	Fort Pierce Police Department
Dave Jacobs	Red Cross PB/TC
John Dutton	PSL Public Works
Abe Alvarez	PSL Police Department

Figure 20: Second Quarter Meeting Agenda and Minutes

ST. LUCIE COUNTY FLORIDA
PUBLIC SAFETY

ST. LUCIE COUNTY EMERGENCY MANAGEMENT DIVISION
LOCAL MITIGATION STRATEGY WORKING GROUP MEETING
SIGN IN SHEET – 06/18/2025

ATTENDEES			
NAME	AGENCY	PHONE	E-MAIL
John Frank	SLC - PW	[redacted]	[redacted]
Oscar Hance	SLC EM		
Jason Knight	SLC MC		
Paul Thomas	City of Ft. Pierce		
Nicholas Wolfhagen	City of Fort Pierce		
Tracy Tells	City of FP		
Ashaad Addison	Treasure Coast Food Bank		
Shane Ratliff	PSL EM		
Carlos Camacho	PSL USD		
Terrill Mincey	SLCMC		
Matt Baum	SLC Facilities		
Venetia Barnes	COFP		
Paulette Bell	SLCU		

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ST. LUCIE COUNTY FLORIDA
PUBLIC SAFETY

ST. LUCIE COUNTY EMERGENCY MANAGEMENT DIVISION
LOCAL MITIGATION STRATEGY WORKING GROUP MEETING
SIGN IN SHEET – 06/18/2025

ATTENDEES			
NAME	AGENCY	PHONE	E-MAIL
Patrick Dalyan	SLC Public Works	[redacted]	[redacted]
Bill Thiess	St. Lucie Village		
Jay Hawthorne	St. Lucie BOCC Park		
Yi Ding	St. Lucie TPO		
Rogelio Gonzalez	CoA Community Transit		
Caleb Gillette	Fort Pierce Police Dept		
Dave Yacobs	Red Cross PBtC.		
John Dunton	PSL PW		
Abe Alvarez	PSL Police		

Figure 21: Second Quarter Meeting Sign-In Sheet



St. Lucie County LMS Working Group – 3rd Quarter Meeting Minutes
Date: Wednesday, September 17, 2025
Time: 10:00 a.m. – 12:00 p.m.
Location: St. Lucie County Public Schools 9461 Brandywine Ln, Port St. Lucie, FL 34986

I. Call to Order
The meeting was called to order at approximately 10:06 a.m. by Chair Shane Ratliff (City of Port St. Lucie Emergency Management).

II. Welcome and Introductions
Introductions were made by attendees, including representatives from St. Lucie County, the City of Fort Pierce, Port St. Lucie, and other partner agencies. Consultant representatives from IEM (Lisa Blake, Joey Harris, Shelby Rushing) were also present (virtually).

III. Public Comment
None.

IV. Approval of Agenda
Motion to approve the agenda by Nicole Fogarty; seconded by Carlos Camacho. Motion passed unanimously.

V. Approval of Minutes – June 18, 2025
Amendment to add Sandra Bogan to attendance. Motion to approve requested amendment by Nicole Fogarty; seconded by Terrill Mincey. Motion to approve amended minutes by Sandra Bogan; seconded by Nicole Fogarty. Motion passed unanimously.

VI. LMS Update Project – Lisa Blake (IEM)
Progress since June included hazard profiles (erosion, tornadoes, sea level rise), GIS mapping, and distribution of a public survey (49 responses received; none in Spanish/Haitian Creole).

Data needs discussed:
- County's flood vulnerability assessment and additional hazard modeling (Sandra Bogan).
- Brightline rail accidents added to transportation hazards (Shane Ratliff).
- Stormwater Master Plan update in progress (Patrick Dayan).
- Repetitive loss and severe repetitive loss property data shared by local jurisdictions.

Group noted population growth increases overall risk exposure, especially in Tradition area (wildfire interface and flooding concerns).
IEM will distribute hazard ranking worksheets to members for input.
Timeline remains on track for completion in March 2026.

St. Lucie County LMS Working Group – 3rd Quarter Meeting Minutes
Date: Wednesday, September 17, 2025
Time: 10:00 a.m. – 12:00 p.m.
Location: St. Lucie County Public Schools 9461 Brandywine Ln, Port St. Lucie, FL 34986

VII. Working Group Action Items
A. Elevate Florida Update – Oscar Hance
- One St. Lucie County property funded under county HMGP contribution; two on waitlist; 94 unfunded, 6 withdrawn.
- Concerns raised regarding long timelines. State prioritization focused on repetitive/severe repetitive loss properties.
- County contributed 5% HMGP funding; waiting on 12-month lock for final allocations.

B. HMGP Updates
- PSL Building B project passed final inspection; awaiting closeout; FEMA delays significant.
- SLC Utilities executed contract for three generators under Ian HMGP.
- Lakewood Park Drainage Project (Irma 2017) completed design and review; awaiting FEMA approval to move to Phase II. Delays continue.
- NRCS Emergency Watershed Program (Hurricane Milton tornado debris) awarded ~$260K; contractor mobilizing for 40-day cleanup.

VIII. CRS Updates
St. Lucie County completed three-year cycle visit. Anticipated to retain Class 5; potential to pursue Class 4 with stormwater plan points and other prerequisites.
County earned full points for posting elevation certificates via Forerunner link.
Fort Pierce and PSL on same schedule for 2026 cycle visits. Discussion of new CRS Coordinators Manual (2025 edition) and staffing reductions at ISO.

IX. Member Comments and Miscellaneous
Public survey promotion emphasized (flyers, QR codes, social media, county/city websites, libraries, utilities, private businesses).
Cutoff date for survey participation set as November 1, 2025 (with option to extend).
Members reminded to document outreach for CRS points.

X. Adjourn
Motion to adjourn by Nicole Fogarty; seconded by Carlos Camacho; Meeting adjourned at approximately 10:55 a.m. Next meeting scheduled for Wednesday, December 17, 2025, at the St. Lucie County EOC.

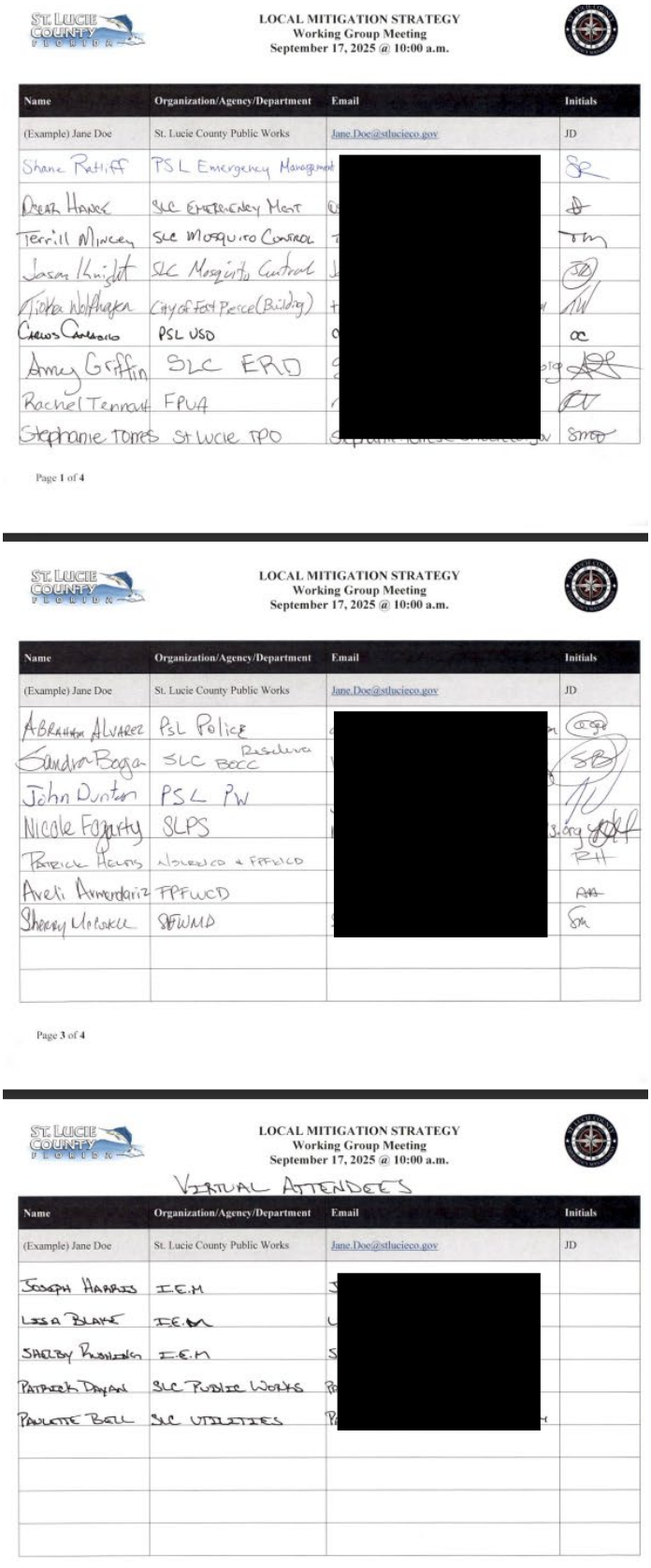
Attendance List – September 17, 2025 LMS Working Group Meeting

Name	Agency
Shane Ratliff	City of Port St. Lucie Emergency Management
Oscar Hance	St. Lucie County Emergency Management
Terrill Mincey	SLC Mosquito Control

St. Lucie County LMS Working Group – 3rd Quarter Meeting Minutes
Date: Wednesday, September 17, 2025
Time: 10:00 a.m. – 12:00 p.m.
Location: St. Lucie County Public Schools 9461 Brandywine Ln, Port St. Lucie, FL 34986

Jason Knight	SLC Mosquito Control
Tioka Wolfhagen	Ft. Pierce Building Department
Carlos Camacho	Port St. Lucie Utilities Service District
Amy Griffin	SLC Environmental Resources
Rachel Tennant	Fort Pierce Utilities Authority
Stephanie Torres	St. Lucie TPO
Abraham Alvarez	PSL Police Department
Sandra Bogan	SLC Resilience (Innovation and Performance)
John Dunton	PSL Public Works
Nicole Fogarty	St. Lucie County Emergency Management
Patrick Helms	North St Lucie River Water Control District
Areli Armendariz	Fort Pierce Farms Water Control District
Sherry McCorkle	South Florida Water Management District
VIRTUAL ATTENDEES	
Lisa Blake	IEM
Joey Harris	IEM
Shelby Rushing	IEM
Paulette Bell	St. Lucie County Utilities
Patrick Dayan	St. Lucie County Public Works

Figure 22: Third Quarter Meeting Agenda and Minutes



LOCAL MITIGATION STRATEGY
Working Group Meeting
September 17, 2025 @ 10:00 a.m.

Name	Organization/Agency/Department	Email	Initials
(Example) Jane Doe	St. Lucie County Public Works	Jane.Doe@stlucieco.gov	JD
Shane Ratliff	PSL Emergency Management	[redacted]	
Dean Hance	SLC Emergency Mgmt		
Terrill Mincey	SLC Mosquito Control		
Jason Knight	SLC Mosquito Control		
Tisha Wolfhagen	City of Fort Pierce (Building)		
Carlos Cardenas	PSL USD		
Amy Griffin	SLC ERD		
Rachel Tennant	FPUA		
Stephanie Torres	St Lucie TPO		

Page 1 of 4

LOCAL MITIGATION STRATEGY
Working Group Meeting
September 17, 2025 @ 10:00 a.m.

Name	Organization/Agency/Department	Email	Initials
(Example) Jane Doe	St. Lucie County Public Works	Jane.Doe@stlucieco.gov	JD
Abraham Alvarez	PSL Police	[redacted]	
Sandra Boggan	SLC BCC Resident		
John Dunton	PSL PW		
Nicole Fogarty	SLPS		
Patricia Helms	NSLRWCD & FPFWCD		
Aveli Armendariz	FPFWCD		
Sherry Morocco	SFWMD		

Page 3 of 4

LOCAL MITIGATION STRATEGY
Working Group Meeting
September 17, 2025 @ 10:00 a.m.

VIRTUAL ATTENDEES

Name	Organization/Agency/Department	Email	Initials
(Example) Jane Doe	St. Lucie County Public Works	Jane.Doe@stlucieco.gov	JD
Joseph Harris	I.E.M	[redacted]	
Lisa Blake	I.E.M		
Shelby Rhinesmith	I.E.M		
Patrick Dugan	SLC Public Works		
Paulette Bell	SLC Utilities		

Figure 23: Third Quarter Meeting Sign-In Sheet

St. Lucie County Local Mitigation Strategy Working Group
Fourth Quarter Meeting Minutes

Date: Wednesday, December 17, 2025 **Time:** 10:00 a.m. to 12:00 p.m.
Location: St. Lucie County EOC - 15305 W. Midway Road, Fort Pierce, Florida

I. Call to Order
The meeting was called to order at approximately 10:05 a.m. by the LMS Working Group Chair, Shane Ratliff.

II. Welcome, Introductions, and Attendance
Attendance for the December 17, 2025 LMS Working Group meeting was documented through in person sign in sheets maintained at the meeting location. In person attendance was used to establish quorum and conduct official business. Virtual participation was available but was not used to establish quorum.

In Person Attendees (Used to establish quorum):

Name	Agency
Oscar Hance	St. Lucie County Emergency Management
Shane Ratliff	Port St. Lucie Emergency Management
Carlos Camacho	Port St. Lucie Utilities Service District
Michelle Steele	Port St. Lucie Police Department
Abe Alvarez	Port St. Lucie Police Department
Stephanie Torres	St. Lucie Transportation Planning Organization
Tracy Telle	City of Fort Pierce
Tioka Wolfhagen	City of Fort Pierce
Venetia Barnes	City of Fort Pierce Stormwater
Tanner Rutherford	City of Fort Pierce Engineering
Terrill Mincey	St. Lucie County Mosquito Control
Jason Knight	St. Lucie County Mosquito Control
Nicole Fogarty	St. Lucie County Public Schools
Patrick Helms	North St. Lucie River Water Control District
Areli Armendariz	Fort Pierce Farms Water Control District
James Glover	St. Lucie County Emergency Management
Bradley Faltersack	Port St. Lucie Utilities Service District
Paulette Bell	St. Lucie County Utilities
Amy Griffin	St. Lucie County Environmental Resources
Rogelio Gonzales	Council on Aging
Cameryn Weaver	Cleveland Clinic Emergency Management
Christina Proulx	Cleveland Clinic Emergency Management

Virtual Attendees (Not used to establish quorum):

Name	Agency
Ronnie Heen	City of Port St. Lucie
Joseph Harris	IEM – LMS Update Consultant
Carlos Santos Rivera	IEM – LMS Update Consultant
Patrick Marchman	IEM – LMS Update Consultant
Sabrina Lunsford	IEM – LMS Update Consultant
Sandra Bogan	St. Lucie County Innovation and Performance
Lydia Williams	Florida Department of Health
Matt Baum	St. Lucie County Facilities
Paul Thomas	City of Fort Pierce Building Dept

III. Public Comment
No public comments were received.

IV. Approval of Agenda
Motion to approve the agenda as presented by N. Fogarty, seconded by S. Torres. Motion carried.

V. Approval of Minutes
N. Fogarty identified an incorrect title associated with her name on the attendance list in the September 17, 2025, meeting minutes. The correction was noted and addressed by O. Hance. Motion to approve the minutes with corrections by R. Gonzales, seconded by C. Camacho. Motion carried.

VI. Program for Public Information Plan
The Program for Public Information Plan was presented by S. Ratliff. No updates or changes were suggested. Motion to approve by N. Fogarty, seconded by S. Torres. Motion carried.

VII. Local Mitigation Strategy Update Progress
An update on the Local Mitigation Strategy revision effort was provided by the IEM consultant team.

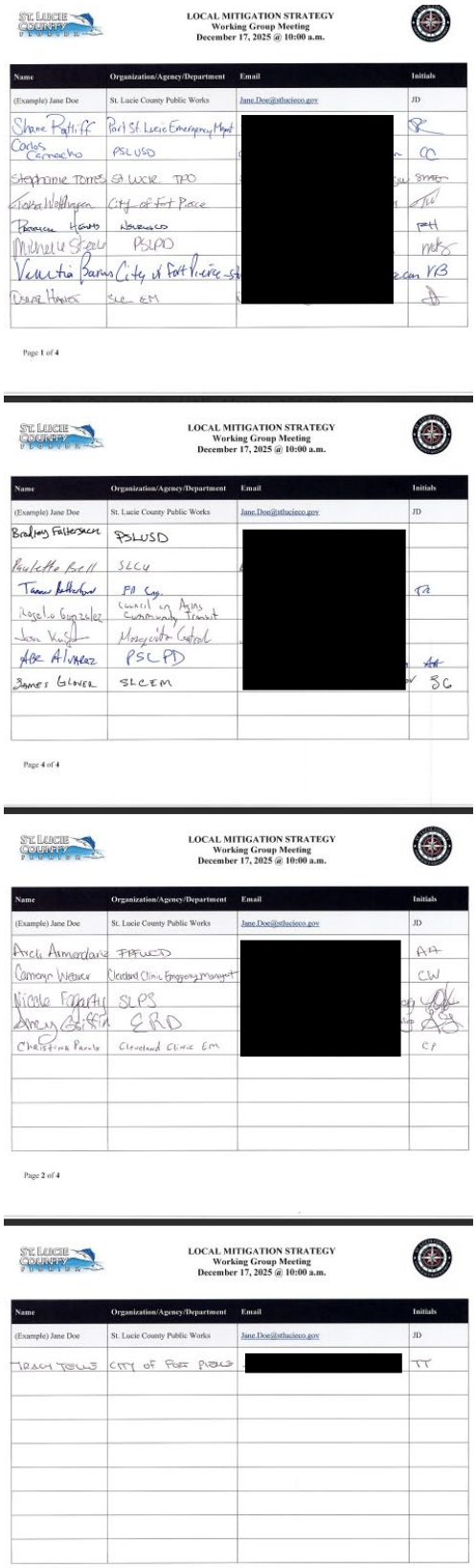
VIII. Community Rating System Updates
Community Rating System updates were provided for participating jurisdictions.

IX. 2026 Quarterly Meeting Dates and Tentative Locations
The following meeting dates are confirmed for calendar year 2026. Locations are tentative and will be confirmed prior to each meeting:
- March 18, 2026 – City of Fort Pierce Building Department
- June 17, 2026 – St. Lucie County Emergency Operations Center
- September 16, 2026 – St. Lucie County Public Schools
- December 16, 2026 – Oxbow Eco Center

X. Member Comments and Miscellaneous
Discussion included Elevate Florida updates from the State, fourth quarter PPI updates with a request for members to confirm information and notify O. Hance of any issues and anticipated new members and updated representative information in the first quarter of 2026.

XI. Adjourn
Motion to adjourn by N. Fogarty, seconded by C. Camacho. Motion carried. The meeting adjourned shortly after 11:00 a.m.

Figure 24: Fourth Quarter Meeting Agenda and Minutes



LOCAL MITIGATION STRATEGY
Working Group Meeting
December 17, 2025 @ 10:00 a.m.

Name	Organization/Agency/Department	Email	Initials
(Example) Jane Doe	St. Lucie County Public Works	Jane.Doe@stlucieco.gov	JD
Shane Ratliff	Port St. Lucie Emergency Mgmt	[redacted]	
Carlos Carnacho	PSLUSD		CC
Stephanie Torres	St. Lucie TPO		
Tobia Wolfhagen	City of Fort Pierce		
Patricia Hayes	Nabucco		PH
Michelle Steele	PSLPD		
Venetia Barnes	City of Fort Pierce		VB
Diane Hanes	SLC EM		

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LOCAL MITIGATION STRATEGY
Working Group Meeting
December 17, 2025 @ 10:00 a.m.

Name	Organization/Agency/Department	Email	Initials
(Example) Jane Doe	St. Lucie County Public Works	Jane.Doe@stlucieco.gov	JD
Bradley Fallersack	PSLUSD	[redacted]	
Paulette Bell	SLCU		
Tanner Detherford	PD Cap.		TD
Rogelio Gonzalez	Council on Aging Community Transit		
Jon Kuhl	Mosquito Control		
Abe Alvarez	PSLPD		AA
James Glover	SLCEM		SG

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LOCAL MITIGATION STRATEGY
Working Group Meeting
December 17, 2025 @ 10:00 a.m.

Name	Organization/Agency/Department	Email	Initials
(Example) Jane Doe	St. Lucie County Public Works	Jane.Doe@stlucieco.gov	JD
Arch Armendariz	FPFWCD	[redacted]	AA
Cameryn Weaver	Cleveland Clinic Emergency Mangmt		CW
Nicole Fogarty	SLPS		
Amy Griffin	ERD		
Christina Paulo	Cleveland Clinic EM		CP

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LOCAL MITIGATION STRATEGY
Working Group Meeting
December 17, 2025 @ 10:00 a.m.

Name	Organization/Agency/Department	Email	Initials
(Example) Jane Doe	St. Lucie County Public Works	Jane.Doe@stlucieco.gov	JD
Tracy Telle	City of Fort Pierce	[redacted]	TT

Figure 25: Fourth Quarter Meeting Sign-In Sheet

Hazard Identification, Risk Assessment, and Vulnerability

In accordance with the requirements of 44 CFR §201.6(c)(2) and CRS Activity 510, St. Lucie County and its municipalities conducted a comprehensive hazard identification and risk assessment to evaluate the full range of natural, technological, and human-caused hazards that pose a threat to life, property, critical facilities, infrastructure, and environmental resources. This assessment builds upon previous LMS updates, the State of Florida Hazard Mitigation Plan, FEMA mitigation planning guidance, and input from the LMS Working Group and the public. An all-hazards, risk-based approach was used to ensure that both high-frequency and high-consequence hazards are systematically evaluated and that mitigation priorities reflect current conditions, development patterns, and future risk drivers.

The risk assessment examines hazard frequency, exposure, and vulnerability to determine the relative risk each hazard presents to all of St. Lucie County. Exposure and vulnerability analyses consider impacts on populations (including socially vulnerable groups), buildings, critical facilities, lifelines, and key economic and environmental assets. Geographic Information System (GIS) analyses was used, where applicable, to estimate potential losses and spatially depict hazard-prone areas. Consistent with CRS Activity 510, this assessment supports floodplain management planning by identifying flood hazards, repetitive loss drivers, and opportunities for risk reduction through property protection, infrastructure investment, land use planning, and public information. The findings of this section provide the technical foundation for the mitigation strategy, prioritized project selection, and ongoing plan maintenance efforts designed to reduce long-term risk and enhance community resilience.

Table 15 lists federal disaster and emergency declarations impacting St. Lucie County from 1965 through 2024. These declarations, issued by the federal government and administered through agencies, such as FEMA, formally recognize hazard events of sufficient magnitude to warrant federal assistance. The table documents key information for each declaration, including the declaration identification number, date, designation type (Disaster [DR], Emergency [EM], or Fire Suppression Assistance [FSA]), the triggering hazard event, and the availability of individual and public assistance funding where applicable.

The historical record demonstrates that St. Lucie County has experienced recurrent impacts from hurricanes, tropical storms, flooding, wildfire incidents, public health emergencies, and severe weather events. Several disasters resulted in substantial federal assistance and widespread community disruption. Collectively, these events illustrate not only the frequency of hazard occurrences affecting the county but also the significant economic and operational consequences associated with major disasters.

Table 15: Disaster Declarations in St. Lucie County

Declaration Number	Year	Type	Event Details
DR-209-FL	1965	DR	Hurricane Betsy

Declaration Number	Year	Type	Event Details
DR-526-FL	1977	DR	Severe Winter Weather
DR-732-FL	1985	DR	Severe Freeze
DR-851-FL	1990	DR	Severe Freeze
DR-1074-FL	1996	DR	Severe Flooding
DR-1223-FL	1998	DR	Extreme Fire Hazard
EM-3143-FL	1999	EM	Hurricane Floyd Emergency Declarations
EM-3139-FL	1999	EM	Florida Fires 04/15/1999
FM-2251-FL	1999	FM	Okeechobee Fire Complex
DR-1300-FL	1999	DR	Hurricane Floyd Major Disaster Declarations
EM-3150-FL	2000	EM	Tropical Storm Irene – Florida
DR-1306-FL	2000	DR	Florida – Hurricane Irene – Disaster Request
DR-1359-FL	2001	DR	Severe Freeze
DR-1545-FL	2004	DR	Hurricane Frances
DR-1539-FL	2004	DR	Tropical Storm Bonnie and Hurricane Charley
DR-1561-FL	2004	DR	Hurricane Jeanne
DR-1551-FL	2004	DR	Hurricane Ivan
EM-3220-FL	2005	EM	Hurricane Katrina Evacuation
DR-1609-FL	2006	DR	Hurricane Wilma
FM-2696-FL	2007	FM	Okeechobee Fire Complex
DR-1785-FL	2008	DR	Tropical Storm Fay
EM-3288-FL	2008	EM	Tropical Storm Fay
DR-4084-FL	2013	DR	Hurricane Isaac
DR-4337-FL	2017	DR	Hurricane Irma
DR-4283-FL	2017	DR	Hurricane Matthew
EM-3385-FL	2017	EM	Hurricane Irma
EM-3377-FL	2017	EM	Hurricane Matthew
EM-3419-FL	2019	EM	Hurricane Dorian
DR-4486-FL	2020	DR	COVID-19 Pandemic
DR-4468-FL	2020	DR	Hurricane Dorian
EM-3533-FL	2020	EM	Hurricane Isaias

Declaration Number	Year	Type	Event Details
EM-3432-FL	2020	EM	COVID-19
DR-4673-FL	2022	DR	Hurricane Ian
EM-3584-FL	2022	EM	Tropical Storm Ian
DR-4680-FL	2023	DR	Hurricane Nicole
EM-3587-FL	2023	EM	Tropical Storm Nicole
EM-3622-FL	2025	EM	Hurricane Milton
DR-4834-FL	2025	DR	Hurricane Milton

Historical Events (2019–2025)

Table 16 lists recorded hazard events affecting St. Lucie County between 2019 and 2025. The information, drawn largely from the National Weather Service (NWS) Storm Events Database, documents a wide spectrum of weather-related and natural hazards experienced in the county during this period. These events include severe thunderstorms, flooding incidents, hail, thunderstorm winds, and tropical systems, reflecting the county's exposure to both acute storm impacts and recurring environmental hazards.

For each event, the table identifies the date and general location in the county and outlines documented consequences, such as injuries, fatalities, and estimates of property and agricultural losses, where available. Collectively, this dataset provides valuable insight into the types, frequency, and severity of hazard events affecting St. Lucie County and serves as an important reference for evaluating historical impacts, identifying patterns of vulnerability, and informing future mitigation planning efforts.

Table 16: Natural Disaster Events Since the Last Plan Update

Location	Date	Type	Fatalities	Injuries	Property Damage	Crop Damage
Port St Lucie	4/5/2019	Hail	0	0	$0	$0
Port St Lucie	4/5/2019	Hail	0	0	$0	$0
Port St Lucie	4/5/2019	Hail	0	0	$0	$0
Ft Pierce St Lucie Airport	4/19/2019	Thunderstorm Wind	0	0	$0	$0
Ankona	6/13/2019	Thunderstorm Wind	0	0	$0	$0
St Lucie County	9/2/2019	Tropical Depression	0	0	$0	$0
St Lucie County	9/3/2019	Storm Surge/Tide	0	0	$0	$0
St Lucie County	2/15/2020	Rip Current	1	0	$0	$0

Location	Date	Type	Fatalities	Injuries	Property Damage	Crop Damage
Walton	4/26/2020	Hail	0	0	$0	$0
Port St Lucie	5/21/2020	Hail	0	0	$0	$0
Port St Lucie	5/21/2020	Hail	0	0	$0	$0
Port St Lucie	5/27/2020	Lightning	1	0	$0	$0
St Lucie County	8/2/2020	Tropical Storm	0	0	$0	$0
St Lucie County	9/21/2020	Coastal Flood	0	0	$0	$0
Eden	10/1/2020	Heavy Rain	0	0	$0	$0
St Lucie County	11/8/2020	Tropical Storm	0	0	$0	$0
Ft Pierce St Lucie Airport	4/11/2021	Thunderstorm Wind	0	0	$0	$0
Ancona	4/11/2021	Thunderstorm Wind	0	0	$0	$0
St Lucie County	5/9/2021	Wildfire	0	0	$810,000	$0
St Lucie County	11/6/2021	Coastal Flood	0	0	$0	$0
White City	11/21/2021	Flash Flood	0	0	$5,000	$0
Treasure Coast International Airport	1/10/2022	Hail	0	0	$0	$0
Treasure Coast International Airport	1/10/2022	Hail	0	0	$0	$0
Treasure Coast International Airport	1/10/2022	Hail	0	0	$0	$0
White City	1/10/2022	Hail	0	0	$0	$0
Ft Pierce St Lucie Airport	3/12/2022	Thunderstorm Wind	0	0	$0	$0
Ancona	5/20/2022	Hail	0	0	$0	$0
St Lucie County	6/3/2022	Tropical Depression	0	0	$0	$0
Treasure Coast International Airport	6/6/2022	Tornado	0	0	$10,000	$0
Ancona	6/9/2022	Thunderstorm Wind	0	0	$5,000	$0

Location	Date	Type	Fatalities	Injuries	Property Damage	Crop Damage
Walton	6/9/2022	Tornado	0	0	$210,000	$0
Ft Pierce St Lucie Airport	6/30/2022	Tornado	0	0	$0	$0
Port St Lucie	9/27/2022	Flood	0	0	$0	$0
St Lucie County	9/28/2022	Tropical Storm	0	0	$0	$0
St Lucie County	9/28/2022	Tropical Storm	0	0	$0	$0
St Lucie County	9/29/2022	Storm Surge/Tide	0	0	$0	$0
St Lucie County	11/9/2022	Storm Surge/Tide	0	0	$0	$0
St Lucie County	11/9/2022	Tropical Storm	0	0	$0	$0
St Lucie County	11/9/2022	Tropical Storm	0	0	$0	$0
Treasure Coast International Airport	4/16/2023	Hail	0	0	$0	$0
White City	4/16/2023	Hail	0	0	$0	$0
White City	4/16/2023	Hail	0	0	$0	$0
White City	4/16/2023	Hail	0	0	$0	$0
White City	4/24/2023	Hail	0	0	$0	$0
Ft Pierce	4/26/2023	Thunderstorm Wind	0	0	$1,500	$0
Ankona	4/26/2023	Thunderstorm Wind	0	0	$0	$0
Harmony Heights	7/23/2023	Thunderstorm Wind	0	0	$250	$0
Sunland Gardens	10/23/2023	Funnel Cloud	0	0	$0	$0
Port St Lucie	1/6/2024	Funnel Cloud	0	0	$0	$0
Harmony Heights	5/19/2024	Hail	0	0	$0	$0
Ft Pierce Beach	5/19/2024	Hail	0	0	$0	$0
St Lucie County	9/26/2024	Tropical Storm	0	0	$0	$0
St Lucie County	9/26/2024	Tropical Storm	0	0	$0	$0
St Lucie County	10/9/2024	Tropical Storm	0	0	$0	$0
St Lucie County	10/9/2024	Tropical Storm	0	0	$0	$0
Port St Lucie	10/9/2024	Tornado	0	0	$750,000	$0

Location	Date	Type	Fatalities	Injuries	Property Damage	Crop Damage
Port St Lucie	10/9/2024	Tornado	0	0	$5 million	$0
Ft Pierce St Lucie Airport	10/9/2024	Tornado	0	0	$250,000	$0
Indrio	10/9/2024	Flash Flood	0	0	$0	$0
Harmony Heights	10/9/2024	Tornado	0	0	$1.5 million	$0
Treasure Coast International Airport	10/9/2024	Tornado	6	0	$475 million	$0
Port St Lucie	10/9/2024	Tornado	0	0	$15 million	$0
St Lucie County	11/3/2024	Rip Current	1	0	$0	$0
Treasure Coast International Airport	3/10/2025	Thunderstorm Wind	0	0	$10,000	$0
Ft Pierce St Lucie Airport	5/5/2025	Hail	0	0	$0	$0
Treasure Coast International Airport	5/5/2025	Hail	0	0	$0	$0
Ft Pierce Beach	5/5/2025	Hail	0	0	$0	$0
Ft Pierce St Lucie Airport	5/5/2025	Thunderstorm Wind	0	0	$0	$0

Table 16 documents a steady pattern of natural hazard activity affecting St. Lucie County since the last plan update, reflecting both frequent lower-impact weather events and several higher-consequence incidents. Most recorded events consist of severe thunderstorms, hail, tropical systems, and coastal or flash flooding, many of which resulted in minimal or no reported damage locally. Damage estimates reported in the NOAA/NWS Storm Events Database represent preliminary event summaries and may include broader regional impacts or generalized estimates associated with larger storm systems. Local post-storm assessments conducted by St. Lucie County generally indicate that many recent events produced relatively limited structural damage within the county. Nevertheless, the record highlights the county's vulnerability to sudden, localized hazards such as severe thunderstorms and tornadoes, including those associated with the October 9, 2024, storm system that affected portions of Port St. Lucie, Fort Pierce, Harmony Heights, and surrounding areas

Hazards Profiled

St. Lucie County, located along Florida's Atlantic coast, is exposed to a broad spectrum of natural, technological, and human-caused hazards that pose varying levels of risk to residents, visitors, infrastructure, and critical services. Although hurricanes and tropical storms are widely recognized as primary threats due to the county's coastal location, other hazards, such as flooding, extreme temperatures, wildfires, and severe convective weather, also present recurring and, in some cases, escalating challenges. The county's relatively low elevation, shallow groundwater table, extensive canal systems, and proximity to coastal waters contribute to heightened susceptibility to flood-related impacts, including tidal flooding associated with sea level rise and seasonal high-tide events.

Natural hazards relevant to St. Lucie County include dam and levee failure, coastal and inland erosion, extreme heat and cold events, flooding, hurricanes and tropical storms, agricultural and environmental pests and diseases, sea level rise, seismic hazards, severe thunderstorms and lightning, tornadoes, tsunamis, and wildfires. Besides these natural threats, the county is vulnerable to a range of technological hazards, including communication system failures, epidemics and pandemics, power system disruptions, radiological accidents, transportation system incidents, and contamination of potable water wellfields. Human-caused hazards, such as civil disturbances, mass migration events, and acts of terrorism or sabotage, also can affect public safety, continuity of operations, and community stability.

A review of historical disaster records and hazard data indicates that nearly all jurisdictions in St. Lucie County experience exposure to multiple hazard types, though the nature and degree of risk vary based on geographic location, land use patterns, and development characteristics. Coastal communities face increased exposure to storm surge, erosion, and tidal flooding, while inland areas are more susceptible to freshwater flooding, wildfire, and severe thunderstorms. Agricultural areas and environmentally sensitive lands are additionally vulnerable to pests, diseases, drought conditions, and water supply disruptions.

The LMS evaluates each identified hazard using historical occurrence data, geographic extent, vulnerability of people and assets, and the likelihood of future events. During previous LMS updates, hazard profiles were reviewed and refined to incorporate newly available data, observed trends, and evolving risk conditions. This process emphasized validating existing hazard information, documenting events occurring since the prior plan update, recognizing jurisdiction-specific differences in exposure and vulnerability, and maintaining consistency with the Florida State Hazard Mitigation Plan.

The hazards are organized as follows:

Natural Hazards

- Erosion
- Extreme Temperatures
- Flooding
- Hurricane/Tropical Storm

- Pests and Disease (including Agriculture)
- Sea Level Rise
- Seismic Hazards
- Severe Thunderstorm and Lightning
- Tornado
- Tsunami
- Water Structure Failure
- Wildfire

Technological Hazards

- Communication System Failure
- Epidemic/Pandemic
- Power System Failure
- Radiological Accident
- Transportation System Accident
- Wellfield Contamination

Human Caused Hazards

- Civil Disturbance
- Mass Migration
- Terrorism and Sabotage

Capability Assessment

This section presents St. Lucie County's ability to implement hazard mitigation strategies by examining existing planning frameworks, regulatory tools, technical expertise, financial resources, and public outreach programs consistent with FEMA's capability assessment framework. This assessment identifies strengths and limitations in the county's current policies, programs, staffing, and procedures that influence its capacity to reduce risk and enhance resilience. Understanding these capabilities is essential for prioritizing mitigation actions, leveraging available resources, and identifying areas for improvement. The findings in this section provide a foundation for developing feasible and actionable strategies that align with local needs and comply with state and federal requirements.

This section is organized by mitigation capability type. To provide a comprehensive evaluation, this assessment is organized into four key capability areas:

- **Planning and Regulatory Capabilities**: The plans, policies, codes, and ordinances that prevent and reduce the impacts of hazards.
- **Administrative and Technical Capabilities**: The staff, skills, and tools that can help carry out mitigation actions.
- **Financial Capabilities**: Evaluating county- or city-specific capabilities, state and federal resources, and funding from participating agencies and organizations to determine what projects are feasible, given their costs.
- **Education and Outreach Capabilities:** Programs and methods that promote awareness through a whole-community approach to encourage and facilitate risk reduction and promote resilience.

Figure 26 shows the relationships between these types of capabilities.

All four jurisdictions completed FEMA-based capability assessment forms, which documented their current mitigation capabilities across the four categories listed above. These forms requested information on existing plans, policies, staffing, technical tools, funding sources, and outreach programs. The results were analyzed to identify strengths, limitations, and opportunities for improvement.

The following sections outline the specific capabilities assessed during this process, highlighting existing resources and areas for enhancement. These findings will inform targeted strategies to strengthen St. Lucie County's hazard mitigation program and improve resilience across all jurisdictions. The following sections outline the specific capabilities assessed during this process.

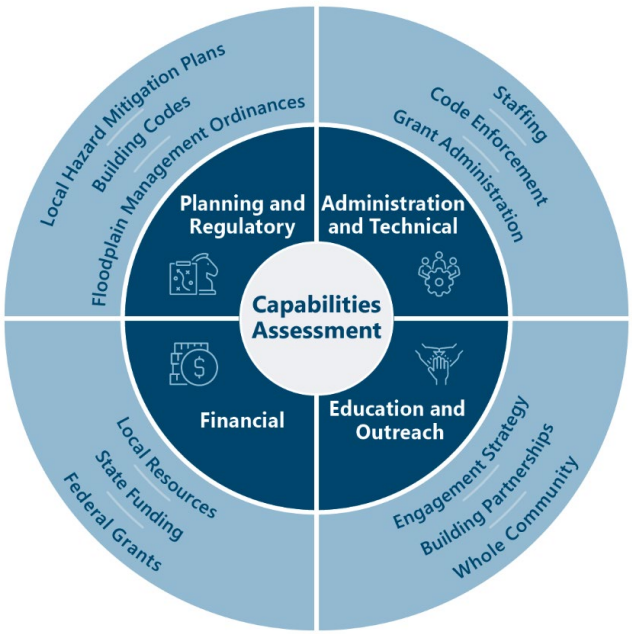

Figure 26: Four Key Mitigation Capabilities

Planning and Regulatory

Jurisdictions have the authority to create policies and programs and to establish rules and regulations that protect and serve their residents by reducing exposure to hazards and minimizing potential losses. Local policies are typically detailed in community plans, enacted through local ordinances, and enforced by governmental bodies with designated regulatory and administrative responsibilities. Many communities have developed strategies to improve their disaster resistance and long-term resilience. A primary goal of these plans is to coordinate existing activities across departments and agencies to integrate individual objectives into a comprehensive action plan that supports hazard mitigation and risk reduction.

The following tables summarize the planning and regulatory capabilities, including plans, policies, codes, and ordinances that guide development, manage growth, and prevent and reduce the impacts of hazards.

Table 17: Plans

Plan	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
Port St. Lucie			
Port St. Lucie Comprehensive Plan (all elements, including future land use, conservation, coastal management, infrastructure, housing, transportation, capital improvements)	Y	Directs most growth inland/ upland away from surge zones; supports SFHA standards, freeboard, protection of drainage corridors, and wetland storage; ties mitigation to the Capital Improvements Element and concurrency.	Current (per adopted elements shared in the LMS); next amendments occur during the regular cycle.
Capital Improvement Plan (CIP)	Y	Programs include drainage basin retrofits, culvert/bridge replacements, stormwater storage, lift-station generators, shelter retrofits, hardening of critical facilities, and roadway flood relief.	Updated annually with budget
Unified Local Mitigation Strategy (LMS) – St. Lucie County	Y	City participates in project ranking; uses LMS list for HMGP/FMA and state resilience grant submittals (drainage, pumps, tide/backflow valves, backup power).	2026 update (current); participates quarterly in LMS meetings and annually updates projects on the Prioritized Project List of the LMS.

Plan	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
Comprehensive Emergency Management Plan (CEMP)/Continuity of Operations Plan	Y	Defines incident command structure, essential emergency management functions, evacuation and shelter coordination with the County EOC, and post-disaster damage assessment procedures. The CEMP establishes operational protocols for emergency response and recovery, while the Continuity of Operations (COOP) plan identifies essential functions, backup locations, and resource coordination necessary to maintain government operations during emergencies.	Maintained; reviewed annually with county EOC
Stormwater Master Plan/MS4 Program	Y	Basin-level modeling and BMPs; detention/retention retrofits; outfall controls and backflow prevention; green infrastructure where feasible.	Ongoing (MS4 permit cycle)
Floodplain Management Program/ NFIP	Y	Enforces elevation, SI/SD, floodproofing; coordinates repetitive-loss outreach; supports CRS activities. The City of Port St. Lucie and St. Lucie County participate in the Community Rating System as Class 5 communities, while the City of Fort Pierce participates as a Class 6 community.	Ongoing; ordinance updated with code cycles
Transportation Planning (St. Lucie TPO LRTP/TIP)	Y	Prioritizes hardening and drainage along I-95, Florida's Turnpike, US-1, Crosstown Parkway, and key arterials; supports evacuation and reentry resilience.	LRTP current; TIP updated annually
Regional Resilience and Vulnerability Assessment (County)	Y	Identifies city exposure along the North Fork of the St. Lucie River, Ten Mile Creek, and legacy subdivisions; provides	Finalized June 2025

Plan	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
		project pipeline for state resilience submissions.	
State Plans (Florida SHMP; Statewide Resilience Plan)	Y	Framework and eligibility for grant funding; alignment improves scoring and match leverage.	SHMP 2024; State Resilience Plan 2024–2025 cycle
Fort Pierce			
Fort Pierce Comprehensive Plan (all elements, incl. future land use, conservation, coastal management, infrastructure, housing, transportation, capital improvements)	Y	Guides growth toward inland areas; limits density in Coastal High Hazard Area (CHHA) and Special Flood Hazard Areas (SFHA); integrates resilience and hazard mitigation policies per F.S. 163.3178(2)(f); supports post-disaster redevelopment and flood protection infrastructure.	Updated 2022 (evaluation and appraisal); next EAR-based update due 2027
Capital Improvement Plan (CIP)	Y	Prioritizes hardening and mitigation projects—drainage basin retrofits, tide/backflow valves, seawall rehabilitation, generators for critical facilities, and water/sewer resilience upgrades.	Updated annually with budget
Unified Local Mitigation Strategy (LMS) – St. Lucie County	Y	City participates in the St. Lucie County LMS; it includes Fort Pierce drainage, power, shoreline, and facility-hardening projects; and enables access to HMGP, BRIC, and state resilience funding.	2025 update in progress
Emergency Operations Plan (EOP)/Continuity	Y	Defines local response roles, resource coordination, evacuation/shelter procedures, and continuity of operations; integrates with county EOC and regional mutual aid agreements.	Reviewed annually with county EOC
Stormwater Master Plan/MS4 Program	Y	Manages drainage basins, controls pollutant discharges to	Ongoing; MS4 permit cycle 2023–2028

Plan	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
		Indian River Lagoon, integrates pump stations and outfall tide valves; provides modeling base for mitigation projects.	
Floodplain Management Program/ NFIP	Y	Implements FEMA floodplain standards; enforces freeboard and SI/SD; provides CRS credit activities; reduces flood risk citywide.	Ordinance current: CRS Class 5 after 2024 recertification)
Transportation Planning (St. Lucie TPO LRTP/TIP)	Y	Coordinates resilient road networks and evacuation access along US-1, SR A1A, Seaway Drive, and SR 70 (Okeechobee Rd); includes bridge elevation and drainage improvements.	Mobility Plan adopted 2021; next update 2026
Regional Resilience and Vulnerability Assessment (County)	Y	Identifies vulnerable, low-lying neighborhoods (e.g., South Beach, Indian River Drive, Avenue D corridor) and supports project scoping for FDEP resilience grants.	Finalized June 2025
State Plans (Florida SHMP; Statewide Resilience Plan)	Y	Framework for state coordination and grant eligibility; aligns city project scoring and cost-share.	SHMP 2024; State Resilience Plan 2025
St. Lucie Village			
Comprehensive Plan	Y	Guides low-density residential land use and open-space preservation in lagoon-front and flood-prone areas; restricts intensification in the Coastal High Hazard Area (CHHA) and Special Flood Hazard Areas (SFHA); implements F.S. 163.3178 coastal resilience requirements.	Adopted 2010 (Amended 2021); next amendment due with Countywide updates 2025–2026.
Capital Improvements Plan (CIP)	Y	Coordinates small-scale infrastructure maintenance (culvert replacement, tide valve installation, drainage repair)	Annual budget cycle.

Plan	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
		with County Public Works and Indian River Lagoon Council (IRL) grants.	
Local Mitigation Strategy (LMS)	Y	Town participates in St. Lucie County LMS; uses project ranking to access FEMA HMGP/ BRIC funds for minor drainage, shoreline stabilization, and generator projects.	LMS Update 2025 (current).
Emergency Operations Plan (EOP)/ Comprehensive Emergency Management Plan (CEMP)	Y	Relies on County EOC under ESF #5; contains annex for evacuation, debris removal, and re-entry.	Maintained annually by County Public Safety.
Floodplain Management Program	Y	Implements NFIP ordinance; enforces elevation and floodproofing; coordinates with County Floodplain Administrator for permits.	Ongoing (Ordinance No. 2016-2 adopted 2016).
Stormwater Management Plan	Y	County MS4 coverage extends through interlocal agreement; Town monitors open-ditch systems and cross-culverts.	Ongoing joint maintenance agreement.
Regional Resilience & Vulnerability Assessment	Y	Uses County's 2025 Assessment for Indian River Lagoon exposure and compound flooding such as North Indian River Drive.	Finalized June 2025.
State Hazard Mitigation Plan/Statewide Resilience Plan	Y	Provides eligibility and scoring framework for small-town drainage and shoreline adaptation grants.	SHMP 2024; Resilience Plan 2025 cycle.
St. Lucie County			
Comprehensive Plan (multiple elements)	Y	Directs growth away from CHHA and SFHAs; supports preservation of habitat and floodplain, supports freeboard/ elevation, critical-facility siting, and capital priorities for	Elements current per adopted files shared with LMS; next updates occur via regular amendment

Plan	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
		stormwater, bridges/culverts, and shelter hardening.	cycles tied to annual budget/CIP. Comprehensive Plan update to be completed in 2026.
Capital Improvement Plan (CIP)	Y	Funds drainage conveyance/ storage, tide/backflow valves, pump/lift-station backup power, bridge/culvert replacements, shelter retrofits, hardening, energy efficiency, floodproofing and wind resistance enhancements to critical assets; acquisition/ restoration of ecosystems as natural buffers/ attenuation.	Updated with the annual budget (recurring).
Climate Action/ Adaptation Plan	Y (via State/ Regional Resilience plans adopted/used by the County)	Leverages Statewide Resilience Plan, Regional Resilience Plan and Vulnerability Assessments to rank and submit projects (living shorelines, outfalls, flood control).	Statewide Resilience Plan 2024–2025 in effect; County's Regional Resilience Plan and Vulnerability Assessment (RVA–flood) finalized and accepted in June 2025 through January. St. Lucie County Regional Resilience Plan and companion Resilience Vulnerability Assessment-Other Hazards (RVA-OH) to be finalized and accepted in 2026.
Economic Development Plan	Y	Aligns infrastructure investments (roads/utilities) with resilient siting; supports post-disaster business continuity and hardening programs.	2019 via Ordinance 19-005 (reference in Comp Plan/Economic Development Element).

Plan	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
			Comprehensive Plan Update to be completed in 2026
Land Use Plan (future land use element/map series)	Y	Applies CHHA/SFHA constraints, evacuation routes, soils, topography, wetlands. Addresses land use patterns, setbacks, and density/intensity limits; preserves flood storage, urban sprawl, and natural resources and conservation lands.	Current; updated through Comp Plan amendment cycles.
Local Emergency Operations Plan/CEMP	Y	Establishes evacuation, sheltering, ESF roles, and continuity; integrates hazard data and resource typing for mitigation prioritization.	Maintained and posted by County Emergency Management Division; Healthcare CEMP guidance updated annually.
Stormwater Management Plan/MS4	Y	Basin retrofits, BMPs, outfall controls, green infrastructure; reduces flood depth/duration and pollutant loads to IRL/North Fork.	Ongoing, SLC SWMP update (eta 2026). (MS4 permits require periodic updates.)
Transportation Plan (St. Lucie TPO LRTP/TIP)	Y	Identifies evacuation routes and vulnerable corridors (US-1, A1A, I-95, Turnpike), structures, and drainage upgrades; coordinates evacuation access and hardening.	2045 LRTP adopted Feb 3, 2021; 2050 LRTP due Feb 3, 2026; TIP updated annually.
Substantial Damage Plan/Procedures	Y	Guides inspections, SI/SD determinations, and elevation/ rebuild compliance post-event.	SI/SD provisions include in the FBC. Maintained by Building/FPM; date: Floodplain Management Code, which include SI/SD provisions was updated 2018 via Ordinance 18-001 (in

Plan	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
			practice updated after major events).
Other – Flood Protection Information/CRS Program	Y	Public info/outreach; flood insurance uptake; CRS credit activities.	County participates in CRS. Reached Class 5 in 2022. Completed Cycle Visit in August. Will remain in Class 5. Next update for either 3 or 5 years. TBD

Jurisdictions manage land use by adopting and enforcing zoning laws, subdivision regulations, land development ordinances, building codes, building permit requirements, and stormwater management ordinances which regulate the location, design, and construction of development. When well prepared and effectively administered, these regulations can help mitigate hazards by reducing exposure to risk, minimizing damage to structures and infrastructure, and supporting long-term resilience.

Table 18: Regulations and Ordinances

Plan	Does this regulation/ ordinance effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was it last updated? When will it next be updated?
Port St. Lucie			
Florida Building Code (as adopted by PSL)	Yes – wind design, flood loads, impact protection, roof uplift, critical facility standards	Yes (Building Department)	State code cycle (current edition adopted)
Floodplain Management Ordinance	Yes – elevation/freeboard, SI/SD, floodproofing, lowest-floor standards	Yes (Floodplain Administrator)	Current; updates with NFIP/FBC cycles
Land Development Code/Zoning	Yes – limits intensity in CHHA/SFHA; preserves stormwater corridors and buffers; sets setbacks and open-space.	Yes (Planning and Zoning/Engineering)	Ongoing amendments
Subdivision Regulations	Yes – drainage criteria, roadway cross sections, access for emergency response, water-quality BMPs	Yes (Public Works/Stormwater)	Current; periodic

Plan	Does this regulation/ ordinance effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was it last updated? When will it next be updated?
Stormwater/Illicit Discharge/Erosion and Sediment Control	Yes – reduces nuisance/flash flooding and pollutant loads to North Fork and IRL systems.	Yes (stormwater/ utilities)	MS4 cycle
Critical Facility Siting/Backup Power (policy/ standards)	Yes – keeps essential services out of CHHA/SFHA where feasible; requires standby power for water/wastewater and EOC-support facilities.	Yes	Ongoing
Fort Pierce			
Florida Building Code (as adopted by PSL)	Yes – wind and flood-resistant standards, impact glazing, critical facility hardening	Yes (Building Department)	State code cycle (current)
Floodplain Management Ordinance	Yes – elevation, SI/SD, floodproofing, freeboard	Yes (Floodplain Administrator)	Current; updates with NFIP/FBC cycles
Land Development Code/Zoning	Yes – restricts high-density uses in CHHA/SFHA; provides coastal setback and buffer requirements.	Yes (Planning Department)	Comprehensive rewrite 2023; review ongoing
Subdivision Regulations	Yes – requires stormwater retention, open space, drainage access, and emergency ingress/egress.	Yes	Updated with LDC rewrite (2023)
Stormwater/Illicit Discharge/Erosion and Sediment Control	Yes – reduces flooding, protects lagoon water quality.	Yes (Public Works/ Utilities)	MS4 permit cycle
Critical Facility Siting/Backup Power (policy/ standards)	Yes – applies to water/wastewater, shelters, EOC.	Yes (Utilities and Public Safety)	Ongoing
St. Lucie Village			
Building Code (FBC as adopted)	Yes – wind/flood load compliance.	Yes – the Village has a certified Building Official who also serves as its Floodplain Manager	Adopted each state cycle (2023 edition current).

Plan	Does this regulation/ ordinance effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was it last updated? When will it next be updated?
Floodplain Ordinance	Yes – sets freeboard (+1 ft) and SI/SD rules.	Yes – enforced by County Floodplain Administrator.	2016; review 2026.
Zoning Ordinance	Yes – low-density zoning reduces exposure.	Yes – the Board of Aldermen enforces the Land Development Code (formerly called the Zoning Ordinance)	2021 amendments; next periodic review 2025.
Subdivision Regulations	Yes – drainage and access standards for infill.	Yes – Subdivision Regulations are in Village Ordinance No. 62-8 and are enforced by the Village Board of Aldermen	Ongoing.
Stormwater/ Tide Valve Policy	Yes – addresses tidal backflow and ponding.	Yes – Public Works and Contractors.	Implemented FY 2023; expanding FY 2026.
Open-Space/ Conservation Zoning	Yes – preserves lagoon-front buffers.	Yes.	Ongoing.
St. Lucie County			
Building Code (FBC as adopted)	Yes – wind/flood loads, elevation, impact protection.	Yes (County Building Dept.).	State code cycle; local adoption per cycle (current).
Flood Insurance Rate Maps	Yes – basis for SFHA regulation and insurance rating.	Yes (FP GIS Divisions).	FIRMs current; updates as FEMA map revisions occur.
Floodplain Ordinance	Yes – elevation, SI/SD, lowest floor, floodproofing.	Yes (FP Administrator	Current; updated with FBC/NFIP changes.
Subdivision Ordinance	Yes – drainage, open space, utility and road standards.	Yes (Planning/ Engineering).	Current; periodic.
Zoning Ordinance	Yes – use, density, setbacks; CHHA/SFHA constraints.	Yes.	Ongoing amendments.

Plan	Does this regulation/ ordinance effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was it last updated? When will it next be updated?
Natural Hazard-Specific Ordinances (stormwater/tide valves, backflow prevention)	Yes – reduces nuisance and tidal flooding.	Yes (Public Works/Utilities).	Ongoing programmatic updates.
Acquisition of Land for Open Space/ Recreation	Yes – preserves storage and buffers.	Yes (Environmental Resources and Parks and Recreation).	Ongoing.
Prohibition of Building in At-Risk Areas	Yes – through CHHA/SFHA and conservation designations.	Yes.	Ongoing (as policy/code updates).
Other	CRS activities and outreach requirements.	Yes.	CRS cycle (every 3 years).

Administrative and Technical

Legal, regulatory, and fiscal capabilities form the foundation for effectively developing a mitigation strategy. However, successful implementation of this strategy requires appropriate personnel and organizational capacity. Administrative and technical capabilities emphasize the availability of human resources responsible for executing and sustaining all aspects of hazard mitigation. These resources include technical experts, such as engineers and scientists, and personnel with skills, such as grant writing, emergency management, planning, and public works.

The following tables summarize the administrative and technical capabilities, including the staff and their respective skills, as well as the available tools and systems to support mitigation actions.

Table 19: Administrative Capabilities

Administrative Capability	In Place (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Port St. Lucie				
Chief Building Official	Y	Yes (surge capacity through mutual aid)	Yes – FBC/NFIP/ SI-SD	Yes – city/county coordination
City Engineer/Public Works	Y	Yes	Yes – stormwater/ drainage resilience	Yes

Administrative Capability	In Place (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Community/Comprehensive Planner(s)	Y	Yes	Yes – risk-informed review	Yes
Emergency Management (City EOC; liaison to County EOC)	Y	Yes	Yes – ICS/NIMS; annual exercises	Yes
Floodplain Administrator	Y	Yes	Yes – NFIP/CRS	Yes
GIS/Data	Y	Yes	Yes (FEMA/NOAA/ SFWMD/ USGS/ Local Vulnerability/ Risk Assessment datasets)	Yes
Planning and Zoning Board/City Council	Y	Yes	Orientation on hazards and development in SFHAs	Yes
CERT/VOAD Partners	Y	Variable (volunteer)	Yes	Yes
Other (TPO, TCRPC, FPUA, FPL liaison)	Y	Yes	Yes	Yes
Fort Pierce				
Chief Building Official	Y	Yes	Yes – FBC/NFIP training	Yes
City Engineer/Public Works	Y	Yes	Yes – stormwater, drainage, coastal	Yes
Community/Comprehensive Planner(s)	Y	Yes	Yes – resilience and floodplain management	Yes
Emergency Management (city liaison; county EOC primary)	Y	Yes	Yes – ICS/NIMS; liaison to county EOC	Yes
Floodplain Administrator	Y	Yes	Yes – NFIP/CRS	Yes
GIS/Data	Y	Yes	Yes – FEMA/NOAA datasets; asset mapping	Yes

Administrative Capability	In Place (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Planning and Zoning Board/City Council	Y	Yes	Yes – training during Comprehensive Plan/LDC updates	Yes
CERT/VOAD Partners	Y	Variable (volunteer-based)	Yes	Yes
St. Lucie Village				
Town Manager/ Administrator	Y – Town does not have town manager but mayor acts in this capacity	Limited (1 FTE) Yes – annual County EOC briefings.	Yes – works through County EOC and FDEM.	
Contract Building Official (County)	Y	Yes Yes – FBC/NFIP.	Yes. The Village does have a certified Building Official that also serves as its Floodplain Administrator	
Emergency Management Liaison (to County EOC)	Y	Yes (part-time) Yes – ICS 100/200.	Yes.	
Floodplain Administrator (County delegated)	Y	Yes Yes – NFIP/CRS.	Yes.	
Public Works/ Maintenance Staff (contracted)	Y	Contracted on call Yes – drainage and debris training.	Yes.	
Planning Board/ Zoning Board of Adjustment	Y	Yes – the Village Board of Aldermen functions as a planning board and the Village	Yes – County staff support.	

Administrative Capability	In Place (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
		has a separate Board of Adjustment. Orientation provided.		
Fire/EMS (County District #10)	Y	Yes Yes – County training.	Yes.	
Law Enforcement (Sheriff)	Y	Yes Yes – County training.	Yes.	
St. Lucie County				
Chief Building Official	Y	Yes (workload surges post-event)	Yes (FBC/NFIP/SI-SD)	Yes
Civil Engineer (County Engineering/Public Works)	Y	Yes (project-based)	Yes (stormwater, drainage, coastal)	Yes
Community Planner	Y	Yes	Yes (risk-informed review)	Yes
Emergency Manager (Public Safety)	Y	Yes	Yes (ICS/NIMS; CEMP)	Yes
Floodplain Administrator	Y	Yes	Yes (NFIP/CRS)	Yes
GIS Coordinator	Y	Yes	Yes (FEMA//NOAA/ SFWMD/USGS/ Local Vulnerability/ Risk Assessments datasets)	Yes
Planning Commission	Y	Yes	Orientation provided	Yes
Fire Safe Council	N/A (no WUI focus)	–	–	–
CERT	N	NA	NA	NA
Active VOAD	Y	Yes (faith/ nonprofit partners)	Yes	Yes

Administrative Capability	In Place (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Other (TPO, FPUA, FPL liaison)	Y	Yes	Yes	Yes

Table 20: Technical Capabilities

Technical Capability	In Place? (Y/N)	How has the capability been used to assess/mitigate risk in the past? (Answer or N/A)	How can the capability be used to assess/mitigate risk in the future?
Port St. Lucie			
Mitigation Grant Writing	Y	HMGP/FMA/state resilience submittals for drainage, generators, and pump stations	BRIC planning and construction; expand state resilience applications based on 2025 Assessment
Hazard Data/ Analytics	Y	Used SLOSH/FIRMs and local stormwater modeling to scope projects near the North Fork and older subdivisions	Incorporate compound flooding/groundwater interaction layers
GIS	Y	Permit screening (SFHA), repetitive-loss mapping, project siting	Asset-level vulnerability (lift stations, outfalls, traffic signals)
Mutual Aid Agreements	Y	Activated for debris operations and law/fire support post-storms	Maintain with county/FPUA/ FPL
CRS Program Management	Y	Public information, mapping, and insurance outreach	Maintain or improve on current Class 5 rating through Drainage Maintenance activities and exploration of a Watershed Master Plan.
Fort Pierce			
Mitigation Grant Writing	Y	Submitted HMGP (Hurricanes Irma, Ian) for generators, tide valves, and drainage; applied for FDEP resilience grants (2023–2024)	Expand BRIC submissions and state resilience projects for low-lying neighborhoods
Hazard Data/ Analytics	Y	Used LMS risk mapping, FIRM data, and 2025 Vulnerability Assessment to identify flood-prone areas (e.g., Avenue D basin, South Beach)	Integrate compound flooding and sea-level-rise modeling

Technical Capability	In Place? (Y/N)	How has the capability been used to assess/mitigate risk in the past? (Answer or N/A)	How can the capability be used to assess/mitigate risk in the future?
GIS	Y	SFHA/CHHA screening, asset mapping, project prioritization	Support flood-risk dashboard for public information (CRS credit)
Mutual Aid Agreements	Y	Activated for debris removal, power restoration, and law/fire support after hurricanes (e.g., Irma, Ian)	Maintain active MOUs
CRS Program Management	Y	Class 6—public information, flood insurance outreach, drainage maintenance documentation	Target Class 5 rating by next CRS cycle
St. Lucie Village			
Mitigation Grant Writing (Support from County LMS staff)	Y	The Village received a HMGP grant for storm shutters on its Town Hall and St. Lucie School buildings in 2005 after the 2004 hurricanes. Applied for State Resilience grant funding for tide valves in 2023 but were not funded. Installed six tide valves and paid for them on its own. Have had success with pursuing grants for septic-to-sewer conversion projects to mitigate tidal flooding effects ($636,873 in legislative appropriations and $1,700,000 in an Indian River Lagoon Water Quality Grant) and very recently for design and construction of an FPUA potable water distribution system ($12.1 million CDBG Disaster Recovery-Hurricane Milton grant)	Seek State Resilience funding for culvert and shoreline projects 2025–2026
GIS Data/ Mapping (Support from County GIS)	Y	Used for FIRM review and property elevations. Also receive support from FPUA GIS staff for GIS work related to sewer and water projects and grant applications	Integrate County SLR and tidal flood layers
Mutual Aid Agreements (with County and	Y	Activated for debris clearance after Hurricanes Matthew (2016) and Ian (2022). Also finalizing an MOU with the County on a storm-	Maintain current MOUs through 2025 review.

Technical Capability	In Place? (Y/N)	How has the capability been used to assess/mitigate risk in the past? (Answer or N/A)	How can the capability be used to assess/mitigate risk in the future?
neighboring municipalities)		generated debris management site	
Engineering Support (County Public Works)	Y	Drainage evaluations and outfall retrofits	Continue joint inspections post-storms.
NFIP CRS Participation (via County)	Y	Class 5 credits shared with County program	Coordinate for future Class 5 targets.
St. Lucie County			
Mitigation Grant Writing	Y	HMGP/FMA/PA mitigation submittals after hurricane seasons; state and federal Resilience applications.	FMA/HMGP/Elevate Florida pipelines tied to 2025 LMS and 2025 Resilience Assessment.
Hazard Data/ Analytics	Y	FIRMs, SLOSH, surge/SLR scenarios integrated in LMS updates.	Expand groundwater/king tide and compound flooding analytics.
GIS	Y	Evacuation zones, SFHA/CHHA screens for permits and projects.	Asset-level vulnerability and project scoping for federal/state funding and permits.
Mutual Aid Agreements	Y	EMAC/State mutual aid for EOC ops and debris mgmt.	Maintain & expand for sheltering, public works, and utilities.
FDEM Watershed Initiative	Y	Funding for CRS activities	Action needed to achieve CRS Class 4
CRS Program Management	Y	Class 5 participation; program for public information (PPI).	Enhance or Maintain Class 5 CRS rating.

Financial

Identifying current and potential funding sources is crucial in the mitigation planning process. Planning partners can now select and implement financially feasible actions by exploring, identifying, and assessing various funding options.

FEMA's Hazard Mitigation Assistance (HMA) grants are available to fund eligible mitigation measures to reduce future disaster losses. Eligible applicants include state agencies, local governments, special districts, federally recognized tribes, and private nonprofit organizations.

Table 21 summarizes financial capabilities, which are the resources available to fund mitigation actions. Discussing funding and financial capabilities is important for determining which projects are feasible, given their costs.

Table 21: Financial Capabilities

Funding Resource	In Place? (Y/N)	Has this funding resource been used in the past, and for what types of activities?	Could it be used to fund future mitigation actions?	Can it be used as the local cost match for a federal grant?
Port St. Lucie				
General Fund	Y	Drainage spot improvements, debris contracts, and a match for grants	Yes	Yes
Capital Improvement Program (CIP)	Y	Basin retrofits, culverts, roadway flood relief, and generators	Yes	Yes
Stormwater Utility Fee	Y	O&M and capital drainage projects	Yes	Yes
Impact Fees	Y	Growth-related infrastructure can include resilient features.	Possible	Possible
HMGP (404)	Y	Post-storm drainage and backup power	Yes	No
FMA	Y	Repetitive-loss mitigation (elevations/acquisitions where applicable)	Yes	No
PA Mitigation (406)	Y	Codes/standards upgrades during eligible repairs	Yes	No
Statewide Resilience Grants (FDEP)	Y	Outfalls, tide-valves, pump stations, living shorelines	Yes	Yes
FDOT/TPO (LRTP/TIP)	Y	Corridor drainage and bridge/culvert resilience	Yes	Yes
CDBG/CDBG-DR (as available)	Y	Housing/infrastructure; potential drainage and elevations	Yes	Yes
Bonds/Special Assessments	Y	Large capital packages	Yes	Yes
Private/NGO (IRL Council, etc.)	Y	Pilot living shoreline/ education	Yes	In-kind possible

Funding Resource	In Place? (Y/N)	Has this funding resource been used in the past, and for what types of activities?	Could it be used to fund future mitigation actions?	Can it be used as the local cost match for a federal grant?
Fort Pierce				
General Fund	Y	Drainage and shoreline maintenance, match for grants	Yes	Yes
Capital Improvement Program (CIP)	Y	Stormwater, pump stations, drainage retrofits, generators	Yes	Yes
Stormwater Utility Fee	Y	Dedicated revenue for O&M and flood improvements	Yes	Yes
Impact Fees	N	Yes; unknown	Yes	Yes
HMGP (404)	Y	Post-hurricane hardening and generators	Yes	No
FMA	Y	Flood mitigation projects; not recent but eligible	Yes	No
PA Mitigation (406)	Y	Hardening projects during repair work	Yes	No
Statewide Resilience Grants (FDEP)	Y	Tide valves, seawall rehabilitation, shoreline stabilization (2023–2025)	Yes	Yes
FDOT/TPO (LRTP/TIP)	Y	Evacuation-route drainage and bridge retrofits	Yes	Yes
CDBG/CDBG-DR (as available)	Y	Drainage and infrastructure in Low Moderate Income (LM) areas (Avenue D)	Yes	Yes
Bonds/Special Assessments	Y	Infrastructure improvement programs	Yes	Yes
IRL Council/ Nonprofits	Y	Living shorelines, lagoon water-quality projects	Yes	Possible (in-kind)
St. Lucie Village				
General Fund	Y	Drainage maintenance and debris contracts.	Yes.	Yes.
CIP Allocation	Y	Small capital projects (≤ $50 k).	Yes.	Yes.

Funding Resource	In Place? (Y/N)	Has this funding resource been used in the past, and for what types of activities?	Could it be used to fund future mitigation actions?	Can it be used as the local cost match for a federal grant?
HMGP (through County sponsorship)	Y	Received grant in 2005 for storm shutters on two buildings	Yes.	No
FDEP Statewide Resilience Grants	Y	The only Resilience grant application for tide valves was not funded, and the Village funded this project from its cash reserves	Yes.	Yes.
FEMA FMA (through county subapplication)	Y	Not yet used directly.	Yes – seek shoreline pilot.	No.
CDBG Small Cities Program	Y	Not used to date.	Possible for drainage improvement.	Yes.
Stormwater Utility Fee	N – no local utility district	–	No (currently).	–
Grants (Private/NGO/ IRL Council)	Y	IRL Council mini-grant (shoreline plants 2021).	Yes.	Possible (in-kind).
Bonds/ Special Assessments	N	Have not used Bonds/Special Assessments for Infrastructure Improvement Programs but may consider that in the future.	Yes	Yes
FDOT/ TPO Funding	Y	Evacuation-route drainage and bridge retrofits. Would be all County, nothing in St. Lucie Village, but would benefit from County efforts.	Yes	Yes
IRL Council/ Nonprofits	Y	Living shorelines, lagoon water-quality projects. Received an IRL Water Quality Grant for septic-to-sewer conversion, but that is administered through FDEP,	Yes	Possible (in-kind).

Funding Resource	In Place? (Y/N)	Has this funding resource been used in the past, and for what types of activities?	Could it be used to fund future mitigation actions?	Can it be used as the local cost match for a federal grant?
		not the IRL Council. Will consider this in the future		
St. Lucie County				
Capital Improvement Project Funding	Y	Drainage, culverts, pump stations, generators, and facility hardening	Yes	Yes
General Funds	Y	Supplemental match and small-scale projects	Yes	Yes
HMGP (404)	Y	Post-hurricane mitigation (elevations, generators, drainage)	Yes	No
FMA	Y	Repetitive loss/Severe RL property mitigation	Yes	No
PA Mitigation (406)	Y	Codes/standards upgrades during repairs	Yes	No
CDBG	Y	Post-disaster housing and small infrastructure	Yes	Yes (as allowable)
NRCS Programs	Y	Watershed and bank stabilization (as eligible)	Yes	Possibly (case-by-case)
USACE Programs	Y	Shoreline/lagoon and flood-risk studies	Yes	Possibly (case-by-case)
Taxes (property/ special)	Y	Dedicated revenue for CIP and Reserves.	Yes.	Yes.
Stormwater MTSU	Y	O&M and capital retrofits. Ad valorem tax levied on property value.	Yes	Yes
Utility Service Fees	Y	Water/wastewater hardening; backup power	Yes	Yes
Impact Fees	Y	Growth-related, may contribute to resilience features. CIGP and TRIP grant funding through TPO are matched with impact fees.	Possibly	Yes
General Obligation/	Y	Large capital programs	Yes	Yes

Funding Resource	In Place? (Y/N)	Has this funding resource been used in the past, and for what types of activities?	Could it be used to fund future mitigation actions?	Can it be used as the local cost match for a federal grant?
Special Purpose Bonds				
Federal-funded Programs (IIJA/BIL)	Y	Planning and construction grants	Yes	No
State-funded Programs (Statewide Resilience, Indian River Lagoon, NEP, FDEP, SFWMD, FDACS grants)	Y	Drainage/outfall/tide-valve/living shoreline	Yes	Yes
Private/ Nonprofit Programs	Y	Partner projects (living shorelines, outreach)	Yes	Possibly (in-kind)
Other – ½ Cent Gas Tax	Y	Yes – funds road, stormwater improvements and other projects to reduce neighborhood flooding, improve water quality, reduce traffic congestion, and add sidewalks. Projects to reduce neighborhood flooding, improve water quality, improve local roads, reduce traffic congestion, and add sidewalks.	Yes	Yes

Education and Outreach

Table 22 summarizes education and outreach capabilities, which refer to programs and actions designed to communicate information, raise awareness of hazard risks, and encourage individual- and community-level risk reduction through public education, engagement, and information-sharing activities.

Table 22: Education and Outreach

Education and Outreach Capability	In Place? (Y/N)	Does this resource currently incorporate hazard mitigation?	Notes
Port St. Lucie			
City Website/Social Media/E-news	Y	Yes – flood safety, evacuation, hurricane preparation, stormwater BMPs, severe weather/ flood awareness week campaigns, FRP Outreach, Storm Information, Preparedness Information	Coordinated with County PIO and Alert St. Lucie
Public Workshops/Open Houses	Y	Yes – drainage projects and comprehensive plan updates	Conducted seasonally and during project design
Alert St. Lucie enrollment promotion	Y	Yes – warning and reentry information	Joint effort with County EM
CRS-related Flood Insurance Outreach	Y	Yes – encourages NFIP coverage and risk reduction, PPI mailers to all SFHA properties, insurers/lenders/realtors, and Repetitive Loss Properties.	CRS Class 5
Engagement with Vulnerable Populations	Y	Yes – senior centers, HOA networks, faith-based partners	Multilingual materials as available
Fort Pierce			
City Website/Social Media/E-news	Y	Yes – flood risk, hurricane preparedness, insurance information	Regular seasonal updates
Public Workshops/Open Houses	Y	Yes – floodplain and stormwater management topics	Held in coordination with County EM and FPUA
Alert St. Lucie enrollment promotion	Y	Yes – emergency notifications, evacuations	County-managed platform promoted locally
CRS-related Flood Insurance Outreach	Y	Yes – NFIP and risk reduction education	Annual CRS activities and newsletters

Education and Outreach Capability	In Place? (Y/N)	Does this resource currently incorporate hazard mitigation?	Notes
Engagement with Vulnerable Populations	Y	Yes – Avenue D and South Beach community meetings	Partnered with nonprofits, churches, and neighborhood groups
St. Lucie Village			
Website/ Newsletter/ Social Media	Y	Yes – storm prep and flood info.	Posts County EM alerts and CRS tips. Has a website and a "Village People" email group that includes almost 50% of village households. Do not have an official social media presence but are considering it. Use mass mailouts when necessary for notifications of projects or other purposes."
Public Meetings/ Workshops	Y	Yes – floodplain and resilience topics.	Meetings are once per month at the Town Hall and have special meetings or workshops when necessary.
Alert St. Lucie System (County)	Y	Yes – emergency notifications.	Residents enrolled via County portal.
Outreach to Vulnerable Groups	Y	Yes – seniors and lagoon-front residents.	Use the Village People email group and website to communicate with residents."
Coordination with County PIO and FDEM	Y	Yes – joint press and storm updates.	Active since 2019.
St. Lucie County			
Community Newsletter(s)	Y	Yes	County Public Safety and PIO channels
Hazard Awareness Campaigns (StormReady/Severe Weather Week/schools)	Y	Yes	Seasonal hurricane preparation; insurance/ flood information
Public Meetings/Events	Y	Yes	LMS working group; resilience workshops; stormwater workshops, and BOCC meeting updates.
Emergency Management Listserv	Y	Yes	Alert St. Lucie and EOC email distributions
Local News	Y	Yes	TV/radio partners for warnings and recovery information

Education and Outreach Capability	In Place? (Y/N)	Does this resource currently incorporate hazard mitigation?	Notes
Distributing Hard Copies of Notices	Y	Yes	Libraries, community centers
Insurance Disclosures/Outreach	Y	Yes	CRS flood insurance messaging
Organizations serving Underserved/Vulnerable	Y	Yes	VOAD partners, faith-based, and senior services
Social media	Y	Yes	Facebook/X/Nextdoor for watches/warnings and mitigation tips
Other	Y	Yes	County engagement webpage (includes mitigation strategy survey, public works news, hurricane info, update SLC, and GIS maps) County flood-protection webpage/CRS page.

Participation in the National Flood Insurance Program

Flooding is the costliest natural hazard in the United States, and recent changes in federal regulations and rating methodologies have contributed to increasing flood insurance premiums nationwide. Community participation in the National Flood Insurance Program (NFIP) provides both access to flood insurance for property owners and eligibility for additional grant funding specifically for flood-related issues. Assessing the NFIP status and compliance of St. Lucie County and its participating jurisdictions provides planners with a clearer understanding of the local floodplain management framework, areas for improvement, and available grant funding.

The NFIP's Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. Participants are offered discounted flood insurance premiums to reflect the reduced flood risk from community actions that meet the CRS's three goals. These goals are to reduce flood damage to insurable property, strengthen and support the insurance aspects of the NFIP, and encourage a comprehensive approach to floodplain management through coordinated planning, regulation, and public outreach. This section identifies and evaluates existing programs for the following jurisdictions:

- St. Lucie County
- City of Fort Pierce
- Port St. Lucie
- St. Lucie Village

St. Lucie County and its participating jurisdictions have a wide range of floodplain management capabilities. The questions in Table 23 focus on the roles, responsibilities, and capabilities of the floodplain manager and on the community's enforcement of floodplain regulations and participation in programs such as CRS. They also address the community's management of development permits, tracking of structures in flood hazard areas, determinations of substantial damage, and ongoing compliance with the NFIP in accordance with FEMA requirements.

Table 23: Floodplain Management

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
Does the community participate in the NFIP?	Yes	Yes	Yes	Yes
Who is the floodplain manager? Is this their primary or secondary role?	Building Department Official (county) (serves as NFIP floodplain point-of-review per county flood guidance; role appears secondary to Building Department Official's duties).	Paul Thomas, Building Director and Floodplain Administrator (role appears primary in Building Department leadership)	Floodplain Coordinator for variance/ technical determinations; role appears specialized/ secondary in permitting/ building workflow). Reviews all ECs for approval.	Carl Peterson, Building Department Official/Floodplain Administrator (primary role: Building Department Official; floodplain admin appears secondary)
Does the floodplain manager have adequate training and capacity for their role?	Likely adequate: County participates in CRS and provides structured flood permitting guidance through Planning and Development Services/Building Department review.	Likely adequate: Maintains CRS Class 6 with annual recertification and a named Floodplain Administrator.	Likely adequate: CRS Class 5 reported; City provides flood mitigation/insurance assistance via Public Works and SD outreach through the Building Department. Floodplain Coordinator and Building Official are Certified Floodplain Managers (CFM).	Not confirmed in reviewed sources (Village has an adopted floodplain ordinance and designated Building Department Official/ floodplain function
How does the community enforce its floodplain rules? Does enforcement include monitoring compliance and acting to correct violations?	Enforces via development review/permit requirements under county flood damage prevention code, including required elevation certificates and treating missing documentation as a	Enforces through Floodplain Management (Code/ Chapter 109) and regulatory BFE methods; information provided publicly as "Floodplain Regulations"	Enforces through Building Code + Flood Damage Prevention (city ordinance chapters); uses Building Department processes (permits, inspections) and flood variance/coordination	Enforces through its Floodplain Management Ordinance administered by the Building Department Official, including permit controls and

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
	presumed violation until provided.		through Flood Plain Coordinator	compliance administration (including SD/SI administration)
When was the most recent floodplain management ordinance adopted?	Ordinance No. 11-031 (amending Flood Damage Prevention section of County LDC). (Later flood-related amendments exist, but the newest flood ordinance date was not confirmed from the sources reviewed.)	Ordinance No. 21-002 (amending Floodplain Management chapter)	Ordinance 21-62 amending City Code Chapter 152 Floodplain Management was adopted on July 26, 2021.	Ordinance 2016-1
Does your community participate in the Community Rating System (CRS)?	Yes	Yes	Yes	No
Does the community's floodplain management ordinance include any higher standards? If so, please list.	Documentation/EC rigor: Ordinance language indicates required compliance documentation (e.g., elevation certificates) and presumes violation if missing.	Yes: City guidance describes adding 0.4 feet in coastal areas when determining BFE (per FEMA rounding guidance).	Yes (some): Flood variance procedures and use of structured SI/SD calculations are documented.	Ordinance exists
Who is responsible for permitting?	Planning and Development Services/Building Department (county) (floodway submissions reviewed by County Building Department Official)	City Building Department/ Floodplain Management (administered through Building Department/ floodplain function)	City Building Department (permits, inspections, and flood-related contacts routed through Building Department) and elevation enforced to BFE + 12 inches.	Town Building Department Official (administers ordinance and permitting).
How does the community issue	Through standard permitting with additional	Through floodplain management permitting per	Through Building Department permitting;	Through Town's Floodplain

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
development permits in the Special Flood Hazard Area?	floodway/SFHA submittals (e.g., no-rise certification for floodway work) reviewed by County Building Department Official.	city floodplain chapter and published floodplain regulations guidance.	flood-related determinations/variances coordinated with Flood Plain Coordinator; post-event SD outreach directs property owners to Building Department	Management Ordinance administered by the Building Department Official.
Does the community maintain elevation certificates?	Yes (required/maintained as compliance documentation); absence can be treated as noncompliance until provided.	Likely yes	Likely. Yes, all elevation certificates are maintained locally and are available for inspection by contacting the Floodplain Coordinator.	Not confirmed (ordinance exists; EC recordkeeping not confirmed
Does the community track the number of buildings in the special flood hazard area? If yes, are there any trends?	Yes: LMS includes mapped "Homes Located in the SFHA" and repetitive loss area mapping	Yes (through LMS regional analysis);	Yes, as part of the CRS program we have to have a count of properties in the SFHA each year for CRS recertification.	Yes (through LMS regional analysis);
How many repetitive loss (RL) structures does the community have? (List number and type of structure)	185 total: 181 residential + 4 commercial	142 total: 130 residential + 12 commercial.	15 total: 14 residential + 1 commercial.	4 total: 4 residential + 0 commercial.
How many severe repetitive loss (SRL) structures does the community have? (List number and type of structure)	12	17	0	3

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
Have any RL/SRL properties been mitigated since the last plan update?	0	0	3	0
Who is responsible for making substantial damage/substantial improvement determinations?	Local Building Department Official + Floodplain Administrator function (County Building Department Official is the review point for floodway work; state guidance notes SD determinations are a Building Department Official/ Floodplain Administrator responsibility).	Building Department Director/ Floodplain Administrator leads floodplain administration; SD determinations are a local Building Department Official/Floodplain Administrator function	Building Department via Floodplain Coordinator surveys SFHA non-compliant properties that were damaged to make an initial determination if they qualify under SD/SI after a disaster.	Building Department Official (ordinance references Building Department Official procedures for SI/SD administration).
How does the substantial damage/ substantial improvement process work in your community?	Permit-driven SD/SI compliance using NFIP standards; floodway work requires technical submittals (e.g., no-rise) and Building Department review.	Permit-driven SD/SI compliance under city floodplain chapter; CRS program administration supports consistent enforcement.	City uses Building Department workflow; Flood Variance Request Form documents SI calculation methods and the "50% rule" trigger. Floodplain Coordinator assesses non-compliant structures in the SFHA after a disaster.	Ordinance assigns Building Department procedures for administering/ documenting SI/SD determinations.
Is there sufficient staff and training to make substantial damage/ substantial improvement determinations?	Not explicitly stated; CRS participation and formal Building Department review process suggest baseline capacity, but staffing/training levels not quantified in reviewed sources.	Not explicitly stated; CRS Class 6 annual recertification suggests functional capacity.	Yes, there are only a few "non-compliant" properties in the SFHA in the City, and we have the staff available to assess them all, if needed, after a disaster.	Not explicitly stated.

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
How are substantial damage/substantial improvement requirements messaged to the public before and after an event?	County provides public flood guidance through its website (flood protection/flood awareness resources);	City provides NFIP/ floodplain information and CRS-related public communications	City explicitly messages SD requirements: Directs residents to contact the Building Department after a flood to determine SD applicability. FRP messaging also instructs residents in pre- and post-disaster approved PPI messages.	Not confirmed (no specific pre/post-event SD messaging in reviewed sources).
Have any substantially damaged/ substantially improved structures been mitigated since the last plan update?	N/A	N/A	No SD/SI since last plan update.	N/A
How will the community remain in compliance with the NFIP moving forward? (Simply stating "the community will continue to comply with the NFIP" will not meet FEMA's planning requirements.)	Continue compliance via: (1) maintaining/enforcing flood damage prevention code with required EC documentation, (2) floodway technical review (no-rise) by Building Department Official, and (3) CRS program participation (ongoing public information and compliance activities).	Maintain compliance via: (1) annual CRS recertification to keep Class 6, (2) ongoing administration by Floodplain Administrator/ Building Department under Floodplain Management chapter, and (3) continued public-facing floodplain regulation guidance.	Maintain compliance via: (1) Building Department permit/inspection enforcement, (2) Flood Plain Coordinator technical determinations/variance pathway, (3) public outreach on flood risk and SD requirements, and (4) CRS Class 5 program maintenance	Maintain compliance by: (1) continuing to administer/enforce the Town Floodplain Management Ordinance through the Building Department Official, and (2) ensuring that SI/SD determinations are administered/documented per ordinance procedures.

St. Lucie County and its participating jurisdictions conduct numerous processes and collect data regularly to ensure proper floodplain management and ongoing compliance with NFIP requirements. The responses in Table 24 address the communities' processes for supporting flood map change requests, including community coordination and public engagement during the Risk Mapping, Assessment, and Planning (Risk MAP) process, and provide timelines for the most recent Flood Insurance Rate Map (FIRM) updates and methods for public access. In addition, they explore the communities' use of Risk MAP products and whether updated floodplain data or modeling is collected and shared with partner agencies and FEMA to support flood risk assessment and mitigation planning.

Table 24: Floodplain Mapping

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
How does the community support map change requests? This could be requests during the Risk MAP process or through Letters of Map Amendment or Revision.	Public is directed to FEMA flood map tools (MSC/ NFHL viewer) for flood zone information, which is where LOMA/LOMR actions are initiated; in the currently accessible sources.	Public is directed to FEMA map tools and "Know Your Flood Hazard" resources	City flood webpage provides public guidance on flood zones/flood insurance and directs users to FEMA flood maps for flood zone determinations; Floodplain Coordinator will provide information to those wishing to file LOMA/LOMR	FEMA MSC/NFHL are the standard public pathways for LOMA/LOMR requests.
When did the latest Flood Insurance Rate Map (FIRM) become effective?	2/19/20	2/16/12	2/19/20	4/1/1980
When was the latest FIRM adopted?	2020	2012	2020	1980
Is the FIRM and Flood Insurance Study (FIS) report in an accessible location? How would the public get access to their flood map information?	County flood protection page directs users to FEMA flood map information tools (MSC/NFHL) to find flood zones.	City flood protection page provides "Know Your Flood Hazard" guidance and directs users to FEMA flood map resources. (FEMA	City flood mitigation/ insurance page directs users to FEMA flood maps/ flood zone determination resources. City Flood Zone	FEMA MSC/NFHL are the standard public access points.

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
		Flood Map Service Center)	lookup tool provides links to FIRM and studies on each parcel chosen.	
Does the community use any Risk MAP products? If so, describe.	Yes – The county participated in a FEMA-partnered Risk MAP update, releasing preliminary coastal FIRMs in 2023, which were developed using updated hydrologic and hydraulic modeling to more accurately reflect coastal flood hazards.[10]	Part of county Risk MAP effort, the City's ArcGIS Hub "Flood Zones" layers are based on updated FIRM data from the county-FEMA Risk MAP update.[11]	Yes – As part of the unified St. Lucie County-Fort Pierce-Port St. Lucie-St. Lucie Village Risk MAP effort, the city incorporates and promotes updated FIRMs through its flood mitigation programs and the Unified Local Mitigation Strategy.[12]	Yes – As a participating jurisdiction in the county's Risk MAP/FEMA update cycle, the Village receives and adopts the same updated FIRMs. These are available through the shared county GIS platform.[13]
Does the community collect updated floodplain data or modeling? Is this shared with partners and with FEMA?	Yes – Actively maintains updated floodplain data through its ArcGIS open-data portal and "Flood Awareness" programs. Releases No-Rise certifications per FEMA technical	Yes – The city hosts an ArcGIS Hub "Flood Zones" web tool (reflecting updated FIRM data) and operates a FEMA CRS. The local CRS Coordinator manages floodplain permits—including No-Rise analyses—	Yes – The Office of Emergency Management maintains current flood data through FEMA MSC and city GIS. The city's Unified Local Mitigation Strategy (2021) outlines flood hazard data use across	Yes – The Village follows St. Lucie County's floodplain management protocols, including permit processing, No-Rise certification, and proactive distribution of updated flood

[10] St. Lucie County. (n.d.). Flood awareness. St. Lucie County. https://www.stlucieco.gov/departments-and-services/planning-and-development-services/building-inspections/flood-awareness. St. Lucie County. (n.d.). Flood protection information. St. Lucie County. https://www.stlucieco.gov/departments-and-services/public-safety/flood-protection-information.

[11] City of Fort Pierce. (n.d.). Flood zones [GIS dataset]. ArcGIS Hub. https://city-of-fort-pierce-arcgis-hub-cofpf.hub.arcgis.com/datasets/flood-zones-1.

[12] City of Port St. Lucie. (n.d.). Flood mitigation & insurance. City of Port St. Lucie. https://www.cityofpsl.com/Government/Your-City-Government/Departments/Emergency-Management/Flood-Mitigation-Insurance.

[13] St. Lucie County. (n.d.). FEMA flood zones. St. Lucie County Open Data. https://data-slc.opendata.arcgis.com/apps/slc::fema-flood-zones/explore.

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
	standards. These datasets are shared on the state's geospatial portal and FEMA's National Flood Hazard Layer.[14]	and coordinates regularly with FEMA's Map Service Center.[15]	jurisdictions. It shares data with the county, state, and FEMA during map updates and mitigation planning.	data through the county's ArcGIS Hub and to FEMA.

St. Lucie County and its participating jurisdictions have multiple ways to engage in public outreach and to support communication with insurance agents regarding flood insurance. Table 25 shows how each jurisdiction educates the public about floodplain management and flood insurance availability, both inside and outside flood-prone areas, utilizing various outreach methods, such as letters, social media, and presentations. The questions also explore the community's engagement with insurance agents, the existence of flood hazard disclosure laws in Florida, the public's familiarity with flood insurance options, and whether there are properties or areas lacking flood insurance coverage.

Table 25: Flood Insurance and Outreach

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
How does the community educate the public on floodplain management and the availability of flood insurance, in and out of the floodplain?	Public-facing flood resources (Flood Protection Information; Flood Awareness; Elevation Certificate information) and CRS public information/outreach activities (incl. CRS outreach/flood warning activities).	City webpages encourage flood insurance and explain NFIP/CRS benefits and flood protection guidance.	Dedicated "Flood Mitigation and Insurance" page with "Know Your Flood Hazard," links to FEMA MSC and city flood zone map, plus related public communications (news) and public outreach events throughout the year	Town ordinance establishes local floodplain management requirements; public can access FEMA maps via FEMA MSC. Floodplain manager contact published by the state.
How does the community engage with insurance agents on flood insurance?	CRS outreach work and county guidance directs residents to discuss coverage with agents.	City NFIP/CRS materials are designed to support resident/ agent conversations on	City materials direct residents to evaluate risk and pursue coverage using FEMA/city tools (often in coordination with an	State flood disclosure law explicitly prompts buyers to discuss flood insurance with an insurance agent.

[14] St. Lucie County. (n.d.). Flood awareness. St. Lucie County. https://www.stlucieco.gov/departments-and-services/planning-and-development-services/building-inspections/flood-awareness.
[15] City of Fort Pierce. (n.d.). Know your flood hazards. City of Fort Pierce. https://www.cityoffortpierce.com/825/Know-Your-Flood-Hazards.

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
		coverage and discounts.	insurance agent). City sends annual letter and documentation to all lenders, insurers, and real estate agents outlining the City's participation in NFIP/CRS and how to talk to their clients about insurance.	
Does the community (or state) have flood hazard disclosure laws?	Yes (State of Florida): Florida Statute § 689.302 requires a flood risk disclosure to prospective purchasers (including flood insurance notice and questions on flood history/ claims/assistance).	Same as St. Lucie County.	Same as St. Lucie County.	Same as St. Lucie County.
How familiar is the public with their flood insurance options?	County provides public education resources and CRS outreach intended to increase awareness.	City provides NFIP/CRS education and flood protection guidance.	City provides a dedicated flood insurance/mitigation education page and mapping tools and CRS outreach to all properties in the SFHA annually	State-required disclosures are intended to increase awareness at point of sale.
How many properties have flood insurance in the community?	NFIP policies in force: 4,675.	NFIP policies in force: 4,089.	NFIP policies in force: 2,584.	NFIP policies in force: 138.
Are there any areas where flood insurance is lacking?	County materials emphasize risk and insurance availability (including outside mapped floodplains), implying gaps may exist where risk is	City encourages continued purchase of flood insurance (including for tenants), implying uptake gaps can exist.	City messaging emphasizes knowing flood zone and planning for risk, implying outreach focus areas may include outside-SFHA risk.	Unknown

Question	St. Lucie County	Fort Pierce	Port St. Lucie	St. Lucie Village
	underestimated or uptake is low.		Areas in X zones near the St. Lucie River show gaps in policies and efforts are being made to educate residents of their inherent risk based on location.	

Opportunities to Expand and/or Improve Capabilities

The findings of the capability assessment were reviewed to identify opportunities to expand, initiate, or integrate capabilities across planning, regulatory, administrative, technical, financial, and outreach functions to further hazard mitigation goals and objectives. These are listed in Table 26. Where such opportunities were identified and feasible, they were included in the action plan to support implementation and ongoing compliance with state and federal mitigation planning requirements.

Table 26: Opportunities to Expand

Capability	Opportunity to Expand and/or Improve
Port St. Lucie	
Planning and Regulations	• Target repetitive-loss clusters along the north fork of the St. Lucie River and legacy subdivisions for basin storage, outfall controls, and road-elevation packages, sequenced through CIP. • Formalize compound-flood screening (rainfall + king tide + surge) in development review and integrate results into the Comprehensive Plan and LDC updates. • Advance generator and fuel redundancy for Port St. Lucie Utility Systems (PSLUS) plants and priority lift stations to reduce sanitary sewer overflows during extended outages. • Expand CRS activities (public information, drainage system maintenance documentation, and mapping) to improve the city's CRS Class 5 and reduce NFIP premiums. • Continue TPO corridor resilience projects on Crosstown Parkway, US-1, and Turnpike/I-95 interchanges (drainage/culvert upgrades, signal power redundancy).
Administrative and Technical	• Continue encouraging City Staff to earn Certified Floodplain Manager credentials
Financial	• Continue seeking out funding opportunities and grants to improve drainage systems citywide • Expand using ½ cent sales tax to improve drainage

Capability	Opportunity to Expand and/or Improve
	• Pre-develop projects for the Prioritized Project List and have them shovel-ready for when HMGP grants are released to maximize awards.
Education and Outreach	• Expand opportunities to message to the public through social media, local public-access TV, and other outlets • Expand community presentations to HOAs and Community Groups
Fort Pierce	
Planning and Regulations	• Implement comprehensive stormwater retrofit and outfall improvement program focused on repetitive-loss areas, including South Beach, Avenue D, and Georgia Avenue basins. • Expand participation in the State Resilience Grant Program for pump stations, tide valves, and seawall rehabilitation. • Advance CRS rating improvement to Class 5 through expanded public outreach, documentation of maintenance, and enhanced mapping. • Continue collaboration with FPUA to harden water and wastewater systems, including backup power and SCADA redundancy. • Integrate sea-level rise and groundwater modeling into stormwater and land-development decisions using 2025 Regional Resilience and Vulnerability Assessment data. • Increase community engagement in underserved and repetitive-loss neighborhoods with multilingual outreach (English, Spanish, Haitian Creole).
Administrative and Technical	• Encourage all city departments to have one staff member who is a Certified Floodplain Manager. • Incentivize employees who do not work in the Building Department to obtain this certification. • Increase compensation for employees who participate in floodplain, CRS, and resilience activities.
Financial	• None
Education and Outreach	• Enlist assistance from organizations such as the Federal Emergency Management Agency (FEMA), the Association of State Floodplain Managers (ASFPM), and the Florida Floodplain Managers Association (FFMA) to provide presentations and resources to City Councils and County Boards to emphasize the importance of flood insurance and support their staff regarding floodplain management and resilience initiatives.
St. Lucie Village	
Planning and Regulations	• Develop a Town-specific Stormwater and Drainage Maintenance Schedule (inventory culverts/outfalls, establish 5-year inspection rotation). • Formalize a Resilience Element in the Comprehensive Plan by 2026 using County's 2025 Vulnerability Assessment data.
Administrative and Technical	• Regional Resilience & Vulnerability Assessment data.

Capability	Opportunity to Expand and/or Improve
Financial	• Pursue FDEP Statewide Resilience Grant Cycle 2025 for additional tide valves along Indian River Lagoon.
Education and Outreach	• Expand outreach with multilingual flood risk and evacuation materials distributed jointly with County EM.
St. Lucie County	
Planning and Regulations	• Incorporate the June 2025–2026 Regional Resilience Plan & Vulnerability Assessment to identify project corridors (IRL/lagoon fringe, North Fork St. Lucie River) into the Comp Plan/CIP; and target CRS Class-5 credits. • Completion of the St. Lucie County Regional Resilience Plan and companion Resilience Vulnerability Assessment-Other Hazards (RVA-OH) in 2026.
Administrative and Technical	• Increase post-disaster SI/SD surge staffing (cross-train inspectors); expand GIS asset vulnerability layers (lift stations, outfalls, tide valves). • Seeking opportunities to get other staff CFM certified – other building staff, public works staff, & public safety staff.
Financial	• Build a standing HMGP application calendar with shovel-ready scopes; evaluate dedicated stormwater fee adjustments to accelerate pump/tide-valve retrofits in repetitive-loss basins.
Education and Outreach	• Expand multilingual (English/Spanish/Haitian Creole) preparedness/ mitigation engagement; continue the LMS public input process now underway for the 2025 update.

Plan Integration

Future updates to comprehensive plans, capital improvement programs, and emergency operations plans should embed findings from the 2025 Regional Resilience and Vulnerability Assessment and align with LMS priorities. Integration with transportation planning (LRTP/TIP) and CRS programs will further institutionalize resilience. The planning partnership recognizes that all core jurisdictional capabilities are adaptable to meet evolving needs. Every code can be revised, and every plan can be updated.

Table 27: Integration with Previous Plans

Plan	How the prior plan was integrated
Port St. Lucie	
Comprehensive Plan and LDC	Used LMS risk layers (CHHA/SFHA, surge, repetitive-loss) in land-use decisions and code updates.
CIP	Prioritized drainage and utility hardening derived from LMS vulnerability mapping and project scoring.
EOP/CEMP	Incorporated LMS hazards into evacuation/sheltering and continuity triggers.

Plan	How the prior plan was integrated
TPO LRTP/TIP	Applied flood-prone corridor data to select roadway/bridge drainage projects and hardening.
CRS Program	Leveraged LMS outreach and mapping to meet CRS credit activities and public information goals.
Fort Pierce	
Comprehensive Plan	Used LMS hazard maps and vulnerability analysis to guide development patterns and capital investment priorities.
CIP	Funded mitigation and drainage projects identified in LMS and stormwater plans.
EOP/CEMP	Integrated hazard and critical facility data from LMS.
TPO LRTP/TIP	Applied vulnerability data to prioritize evacuation and bridge projects.
CRS Program	Leveraged LMS outreach and risk data for public education and insurance awareness.
St. Lucie Village	
St. Lucie County LMS	Town participates through interlocal membership; project list incorporated in County LMS annex.
County Comprehensive Plan/Coastal Element	Town aligns shoreline policies and open-space preservation.
County CEMP/EOP	Evacuation, debris, and continuity of operations are guided by County plans.
Floodplain Management Program	Administered by County staff on Town's behalf; integration ensures NFIP compliance.
CRS Program	Town benefits from County's Class 6 CRS rating via shared activities (public info and mapping).
St. Lucie County	
Comprehensive Plan and Map Series	CHHA/SFHA data and evacuation considerations used in development review and policy updates.
CIP	Prioritized drainage/backup power projects derived from LMS risk findings.
EOP/CEMP	Used LMS risk profiles for evacuation/shelter and continuity planning.
TPO LRTP/TIP	Incorporated evacuation resilience and drainage constraints into corridor projects.
CRS Program	Used LMS outreach and flood information for CRS credit activities and public education.

Table 28: Opportunities to Integrate with Future Plans

Plan	Description	Process for Integration (who, what, when, and how)
Port St. Lucie		
Comprehensive Plan Amendments (2025–2026)	Embed 2025 vulnerability hotspots and compound-flood screens; strengthen policies for infill drainage and freeboard.	Planning and Zoning + Engineering with County Resilience; public workshops; adoption through EAR-based amendments.
CIP (annual)	Multi-year packages for basin storage, culverts, pump stations, and lift-station generators (PSLUS).	Public Works/Utilities + OMB; stack with BRIC/HMGP/state resilience cycles.
CRS Program (next cycle)	Improve to next class by expanding public information, mapping, and maintenance documentation.	Floodplain Admin + Communications; formalize outreach calendar, make progress towards a Watershed Master Plan as a pre-requisite to Class 4 status.
TPO 2050 LRTP/ TIP	Integrate drainage risk and access continuity for Crosstown Pkwy, US-1, and freeway interchanges.	City Engineering + TPO; LRTP update cycle; TIP annually.
EOP/COOP Updates	Align essential facilities and shelter power needs with LMS mitigation schedule.	City EM Liaison + county EOC; annual maintenance.
Fort Pierce		
Comprehensive Plan (2027 EAR update)	Strengthen Resilience and Infrastructure Elements using 2025 Assessment; codify freeboard and compound flooding standards.	Planning Department with Public Works and County Resilience; 2026–2027.
CIP	Program recurring drainage and shoreline projects aligned with LMS and Resilience priorities.	Public Works/Finance annually; BRIC/HMGP/state grants.
CRS Program	Target Class 5; expand mapping and maintenance documentation.	Floodplain Administrator/Planning; next CRS cycle.
EOP	Incorporate new infrastructure resilience and communication redundancies.	EM Coordinator/county EOC; annual.
FPUA Utility Resilience Plan	Formalize integration with city CIP and LMS projects.	City–FPUA coordination 2025–2026.
St. Lucie Village		
Comprehensive Plan Update (2026)	Add Resilience Element per F.S. 163.3178 (2)(f).	Town Manager + County Planning/ TCRPC support 2025–2026.

Plan	Description	Process for Integration (who, what, when, and how)
Stormwater Maintenance Plan (2025)	Inventory culverts/ tide valves for capital planning.	Public Works + County Engineering; fund through State Resilience Grants.
LMS Project List (Annual)	Add shoreline and drainage retrofit projects.	Town Manager + County Resilience Coordinator; annual review.
FPUA Coordination MOU	Integrate backup power and fuel resilience for shared utilities.	Town Manager + FPUA 2025.
CRS Class 5 Goal (County Program)	Enhance public info and outreach activities.	Town Manager + County Floodplain Admin by next CRS cycle.
St. Lucie County		
Comprehensive Plan Amendments	Incorporate 2025 resilience and sustainable mobility study findings, including hotspots and project corridors..	Planning and Development Services with Public Safety/Engineering; during 2025–2026 amendment cycles, using 2025 Assessment maps.
CIP (FY cycles)	Program pump/tide-valve/culvert replacements and shelter retrofits.	Public Works/Utilities/OMB; annual budget; leverage DEP Resilience/ HMGP/State matches.
CRS Program	Continue Class-5 actions (public info, mapping, drainage maintenance).	Floodplain Admin, Building Dept. + Emergency Management Division support; next CRS cycle review.
TPO 2050 LRTP and TIP	Integrate vulnerability and adaptation for US-1/A1A/I-95/Turnpike bridges/outfalls.	TPO + County Engineering; LRTP due Feb 3, 2026; TIP annually.
EOP/CEMP Updates	Align sheltering, evacuation, and continuity with 2025 LMS.	Public Safety/EOC Emergency Management Division; annual maintenance; Healthcare CEMP page provides facility guidance.

Observations on Capability Assessment

St. Lucie County and its jurisdictions maintain strong foundational capabilities across planning, regulatory, administrative, technical, financial, and outreach functions. Comprehensive plans, land development codes, and floodplain ordinances incorporate hazard mitigation principles, although opportunities remain to strengthen compound flooding analysis and codify resilience standards in future updates. Administrative and technical resources include designated floodplain administrators, emergency management liaisons, GIS tools, hazard data analytics, and grant-writing expertise; however, surge staffing for post-disaster substantial damage determinations is a noted challenge. Financial capabilities leverage general funds, capital improvement allocations, stormwater utility fees, and access to federal and state programs, such as HMGP, BRIC, FMA, and Statewide Resilience grants, with opportunities to formalize

grant calendars and explore dedicated resilience funding streams. Education and outreach efforts include seasonal campaigns, CRS-related activities, and multilingual engagement, with key opportunities to expand outreach in underserved neighborhoods and enhance CRS ratings through improved documentation and public information initiatives.

Participation in NFIP and CRS

All jurisdictions participate in the NFIP, with St. Lucie County, Fort Pierce, and Port St. Lucie maintaining active CRS programs. Current CRS class 5, providing premium discounts to policyholders. Opportunities include advancing CRS ratings through enhanced public information and drainage maintenance documentation.

Opportunities for Improvement

St. Lucie County and its jurisdictions can strengthen mitigation capabilities through targeted enhancements across all core areas. In Planning and Regulatory, integrating compound flooding and sea-level rise modeling into land development decisions and codifying resilience corridors in comprehensive plans will improve long-term risk reduction. For Administrative and Technical functions, expanding cross-training for substantial damage determinations and incentivizing Certified Floodplain Manager (CFM) credentials will build technical capacity. In the Financial category, establishing a standing HMGP and BRIC application calendar and evaluating stormwater fee adjustments can accelerate funding for critical retrofits. Finally, Education and Outreach efforts should focus on increasing multilingual engagement and partnering with nonprofits and VOAD to deliver targeted education in repetitive-loss neighborhoods, ensuring equitable access to mitigation resources.

Conclusion

This capability assessment finds that St. Lucie County and its jurisdictions maintain a strong foundation of planning and regulatory tools, technical resources, and public outreach programs that support hazard mitigation. However, gaps remain in the surge of staffing for post-disaster operations, advanced modeling for compound flooding and sea-level rise, and dedicated funding streams for resilience projects. Addressing these gaps through targeted actions, such as integrating forward-looking risk assessments into land-use decisions, expanding technical training and certifications, formalizing grant application schedules, and enhancing multilingual outreach, will strengthen the county's ability to reduce risk and improve resilience across all communities. By leveraging existing capabilities and implementing these improvements, St. Lucie County can advance a more extensive and effective hazard mitigation program.

Erosion

Definition

Erosion is the process of gradually wearing away and losing land areas, including riverbanks, hillslopes, beaches, shorelines, and dunes, due to wind and water activity. This phenomenon can be triggered by various natural events, such as heavy rainfall, rapid snowmelt, hurricanes, storm surges, tides, wildfires, and windstorms. Additionally, human activities, including vegetation removal and urban development, can exacerbate erosion. Increasing frequency or intensity of storms, wildfires, and storm surges may elevate the risk of erosion. Although it often occurs gradually, erosion can have significant impacts, potentially damaging or destroying buildings and infrastructure.

There are six types of coastal change seen along the coastlines of St. Lucie County:[16]

- **Beach Erosion:** This natural process occurs when waves and ocean currents gradually remove sand from the shoreline, leading to a decrease in beach width. This process is exacerbated by factors such as sea-level rise, storm surge, and human activities like shoreline modification (inlet and/or coastal structures), coastal development, and sand mining. As beaches shrink, they pose significant risks to coastal properties and infrastructure, which can suffer damage from increased flooding and storm impacts.
- **Dune Erosion:** This natural process occurs when ocean waves and currents persistently impact the front face of a dune, leading to a gradual decrease in both the volume and elevation of the dune structure. This erosion is intensified by rising sea levels, extreme weather events, and human activities such as coastal development and sand mining. As the protective barrier of the dune disappears, coastal properties become increasingly exposed and vulnerable to the forces of future storms, which can result in severe damage or loss of infrastructure.
- **Overwash:** This occurs when wave heights exceed the elevation of a coastal dune, leading to the movement of sand inland across the area. This natural process can substantially reshape coastal landscapes, as seawater and sediment are pushed over the dunes during storm events or high tides. As a result of overwash, the beach ecosystem often undergoes an obvious transformation, which can include the formation of new landforms, such as c fans or channels. This frequently causes considerable damage to coastal properties, including homes, infrastructure, and natural habitats, as waves and sediment can erode dune systems and flood low-lying areas, resulting in both immediate and long-term impacts on the coastal environment.
- **Inundation and Island Breaching:** Inundation occurs when the beach system, located between the primary dune and the shoreline, is fully submerged by rising storm surge during severe weather events such as hurricanes. This flooding disrupts local ecosystems, impacting habitats for shorebirds and coastal vegetation.

[16] USGS, "Coastal Change Hazards: Hurricane and Extreme Storms," https://coastal.er.usgs.gov/hurricanes/coastal-change/index.php.

- *Island breaching occurs when strong currents generated by storm surge carve channels through barrier islands, altering their geography and ecology. This process can connect the ocean with estuaries or lagoons, changing salinity levels and affecting marine life. These changes pose immediate risks to coastal communities and have long-term effects on sediment transport and coastal erosion, challenging conservation and management efforts.*
- **Marsh Erosion:** This is a significant environmental issue affecting wetland coastlines near oceans and bays. It is primarily caused by waves and ocean currents that slowly wear away wetland soil, leading to a loss of land area. Factors such as rising sea levels, increased storm intensity, and human activities such as shoreline development exacerbate this process. The erosion results in the loss of habitat for wildlife and reduces the marshes' ability to protect against storm surges and flooding.
- **Beach Escarpment:** Area of the Earth where elevation changes suddenly, often resulting from wave action or erosion. It typically separates two relatively level areas with different elevations, such as the base of a cliff or a steep slope. Beach escarpments can be formed by processes like erosion and faulting, and they play a significant role in coastal geography and the erosion of barrier island beaches.[17]

Location and Extent

Erosion in St. Lucie County typically occurs along the coastline, beaches, seawalls, inlets, barrier islands, islands, riverbanks, and coastal cliffs. The region is particularly vulnerable to coastal erosion due to wave action and rising sea levels, especially in areas such as Treasure Cove (Port St. Lucie), Hutchinson Island (St. Lucie County), and Fort Pierce. The Florida Department of Environmental Protection identifies 7.6 miles of St. Lucie County's Atlantic shoreline as "critically eroded."[18]

Table 29 lists beaches that are susceptible to erosion in St. Lucie County. This may not be a complete list of all St. Lucie County beaches.

Table 29: St. Lucie County Beaches[19]

Beach	Jurisdiction
Avalon State Park	State of Florida
Blind Creek Beach	St. Lucie County
Blue Heron Beach	St. Lucie County
Coconut Crossing Park	Fort Pierce
Dollman Park Beach	St. Lucie County
Fort Pierce Inlet State Park	State of Florida

[17] USGS, "Beach Erosion with Escarpment", https://www.usgs.gov/media/images/beach-erosion-escarpment
[18] Florida Department of Environmental Protection, "Critically Eroded Beaches of Florida, August 2024," https://floridadep.gov/rcp/coastal-engineering-geology/documents/critically-eroded-beaches-florida.
[19] Visit St. Lucie, "Beach Bliss," https://visitstlucie.com/beaches/.

Beach	Jurisdiction
Frederick Douglass Memorial Park	St. Lucie County
Gulfstream Beach	Fort Pierce
Herman's Bay Beach	St. Lucie County
Jetty Park Beach	Fort Pierce
John Brooks Park Beach	St. Lucie County
Kimberly Bergalis Memorial Park	Fort Pierce
Little Mud Creek	St. Lucie County
Middle Cove Beach	St. Lucie County
Normandy Beach	St. Lucie County
Ocean Bay Beachside	St. Lucie County
Pepper Beach Park Riverside	St. Lucie County
Pepper Park Beach	St. Lucie County
Porpoise Beach	Fort Pierce
Queens Island Park	St. Lucie County
South Beach Park	Fort Pierce
South Causeway Beach	Fort Pierce
Surfside Park	Fort Pierce
Walton Rocks Beach	St. Lucie County
Waveland Beach	St. Lucie County

In addition to coastal areas, riverbank erosion can occur along the St. Lucie River and areas adjacent to bodies of water, especially during heavy rain or flooding events that increase water flow. Residential areas near water bodies may also experience erosion if proper landscaping and drainage practices are not in place.

St. Lucie County has several islands and barrier islands, particularly near the coast (see Figure 27) which shows a visual of the islands off the coast of St. Lucie. One notable example is Hutchinson Island, which runs parallel to the mainland. Additionally, the Indian River Lagoon contains smaller islands and wetlands.

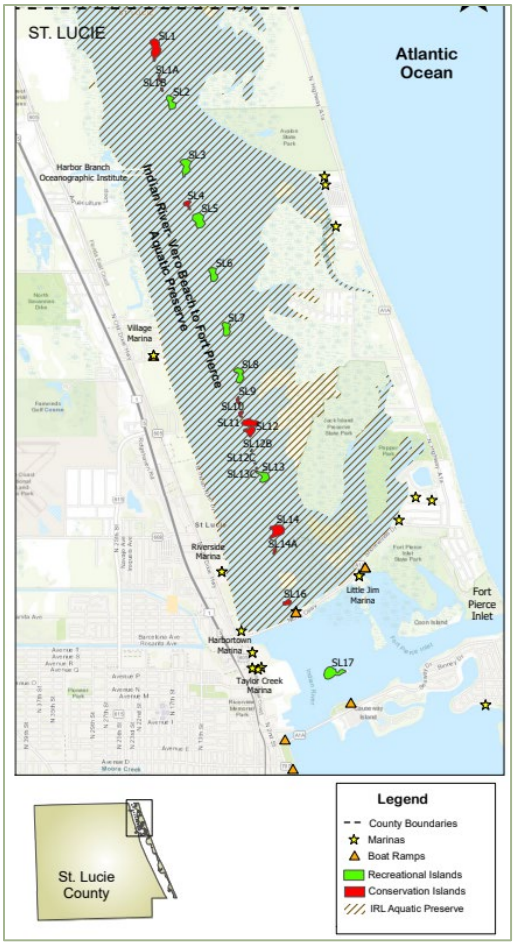

Figure 27: Islands in St. Lucie County[20]

Escarpments are persistently found along the county's eastern shoreline immediately downdrift of Fort Pierce Inlet. These "cliffs" are typically transient in nature but can persist during winter months as a result of impacts the Inlet has on coastal morphology. Additionally, some unprotected areas around the Indian River Lagoon may also have persistent escarpments as a result of high wind/wave condition.

Table 30 provides the locations of critically and non-critically eroded beach and inlet shorelines in St. Lucie County.

[20] Spoil Island Project, "Spoil Island Maps by County," https://www.fosifl.org/spoil-island-project-home/spoil-island-maps-by-county/.

Table 30: Locations of Critically and Non-Critically Eroded Beach and Inlet Shorelines, St. Lucie County[21]

Eroding Shoreline Location	Erosion Condition	Critically Eroded Beaches (miles)	Non-Critically Eroded Beach (miles)	Critically Eroded Inlet (miles)	Non-Critically Eroded Inlet (miles)
R34–R46	Critical	2.3	0	0	0
R46–R80	Non-Critical	0	6.4	0	0
R80–R90.3	Critical	1.9	0	0	0
R90.3–R98	Non-Critical	0	1.5	0	0
R98–R115+1000	Critical	3.4	0	0	0
Total		**7.6**	**7.9**	**0**	**0**

Erosion is a significant concern due to the region's coastal geography and rising sea levels. To assess erosion extent and severity, annual field surveys are typically conducted in critically eroded segments of shoreline to document visible changes in landforms. Aerial photography and satellite imagery also help track landscape changes over time, while Geographic Information Systems (GIS) analyze spatial data to visualize erosion patterns and predict future vulnerabilities.

FDEP maintains coastal range monuments along the Atlantic shoreline (approximately every 1,000 linear feet) to provide stationary reference points for coastal surveying efforts. A comparison of subsequent surveying efforts from any one of these monuments allows the County to compare beach changes from year to year and assess sediment morphology and trends.[22] These range monuments are utilized by surveyors and engineers to track erosional trends and justify nourishment events.

EXTENT

The Digital Shoreline Analysis System (DSAS) is a tool developed by the U.S. Geological Survey (USGS) to analyze shoreline changes over time.[23] It primarily uses geospatial data, such as satellite imagery and historical maps, to assess shoreline dynamics, particularly in coastal areas.

DSAS can quantify changes in shoreline position by calculating rates of erosion or accretion, and it provides a methodological framework for analyzing historical shoreline data. This information is vital for managing coastal areas, conserving habitats, and understanding the impacts of climate patterns on coastal environments.

[21] Florida Department of Environmental Protection, "Critically Eroded Beaches of Florida, August 2024," https://floridadep.gov/sites/default/files/FDEP_Critically%20Eroded%20Beaches_08-2024_0.pdf.
[22] FDEP, https://floridadep.gov/sites/default/files/FDEP_Range_Monuments_FAQ_04-2020.pdf.
[23] USGS, "Digital Shoreline Analysis System (DSAS)," https://www.usgs.gov/centers/whcmsc/science/digital-shoreline-analysis-system-dsas#overview.

DSAS also uses a graded classification system to categorize coastal changes, typically ranging from very high erosion to very high accretion, which refers to areas where sediment and soil accumulate. Table 31 summarizes shoreline change categories and associated erosion or accretion rates.

Table 31: Shoreline Grades[24]

Category	Rate of Shoreline Change (m/year)	Shoreline Classification
1	Greater than -2	Very High Erosion
2	Greater than -1 and less than -2	High Erosion
3	Greater than 0 and less than -1	Moderate Erosion
4	0	Stable
5	Greater than 0 and less than +1	Moderate Accretion
6	Greater than +1 and less than +2	High Accretion
7	Greater than +2	Very High Accretion

JURISDICTIONAL IMPACTS

Hazard impacts refer to the adverse effects stemming from natural or human-induced events. These impacts include physical damage, human health concerns, and economic, environmental, and social impacts, as seen in Table 32.

Table 32: Impacts of Erosion, by Jurisdiction

Participant	Impacts
St. Lucie County	Erosion in St. Lucie County mainly impacts Fort Pierce Beach and South Hutchinson Island, though any coastal region or riverine area may be at risk from erosion. When erosion occurs, the structural integrity of infrastructure may be compromised, leading to costly repairs for roads, bridges, and coastal structures. Property loss is another concern, as homes and businesses along the coastline are vulnerable to erosion. This can result in severe damage, decreased property values, and displacement of residents. Public safety is also at risk due to unstable ground in eroded areas. Environmental impacts include loss of wildlife habitats and sediment runoff that can affect local waterways. Economically, erosion can strain local budgets as communities face repair costs and may need to increase taxes or reduce funding for essential services.
City of Port St. Lucie	Critical infrastructures such as roads, bridges, and utilities can be damaged, leading to expensive repairs and service disruptions. Erosion can decrease property values as homes become vulnerable to flooding and storm damage. It also threatens recreational areas and natural habitats, reduces the quality of life for residents, and affects local tourism. Public safety is jeopardized as erosion

[24] K. Nassar et al., "Shoreline Change Detection Using DSAS Technique: Case of North Sinai Coast, Egypt," *Marine Georesources & Geotechnology* 37, no. 1 (2018): 81–95, https://doi.org/10.1080/1064119x.2018.1448912.

Participant	Impacts
	increases the risks of flooding and storm surges during severe weather. Because Port St. Lucie is farther inland and has no beaches, erosion impacts are mainly a concern along the riverfront.
City of Fort Pierce	Coastal roads and bridges are vulnerable to erosion, which undermines their stability, increases maintenance costs, and poses the risk of road collapses that disrupt access to emergency services and essential goods. Homes near the coastline are at risk of damage, which may lead to displacement and declines in property value. The loss of beachfront areas can deter visitors, resulting in decreased revenue and job losses, placing economic strain on the community. Erosion can also degrade coastal habitats, threatening local wildlife and reducing biodiversity, especially along the Fort Pierce Inlet and Jetty Park area. The decline in marine environments can harm industries like fishing and ecotourism.
Town of St. Lucie Village	Roads and bridges can become unstable as soil erodes, leading to expensive repairs and disruptions in transportation and emergency services. Residential properties, especially those near waterways, such as the North Fork of the St. Lucie River that borders the village, are also at risk. As land erodes, homeowners face potential loss of property and financial strain, leading to displacement and declining property values, which impact economic stability. Erosion reduces vegetation, which is essential for flood control and wildlife habitats. This loss can detract from the community's appeal, affecting tourism and recreational activities. Additionally, erosion leads to increased flooding and water quality issues. Pollutants washing into waterways can contaminate drinking water, posing health risks to residents.

NATIONAL RISK INDEX

The NRI is a valuable tool for assessing various hazards across communities in the United States. However, it does not evaluate erosion as a significant hazard and is therefore not included in this particular hazard profile.

Magnitude and Severity

The potential magnitude and severity of erosion in St. Lucie County can be significant due to its coastal location and the impact of both natural and human-induced factors. Coastal erosion, often worsened by sea level rise and storm surges linked to atmospheric change, threatens local infrastructure, ecosystems, and recreational areas. Areas along the Atlantic coastline are particularly vulnerable, where wave action and strong currents can lead to substantial land loss over time.

In addition, human-caused activities such as construction, altered drainage patterns, and beach nourishment projects can either mitigate or worsen erosion impacts. Severe erosion could lead to property damage, loss of habitat for wildlife, and increased sedimentation in waterways, which affects water quality. In extreme cases, communities may face displacement due to land loss and flooding.

Historic Events

Finding reliable public sources that track coastal erosion can be challenging. Many local agencies provide information about current conditions but often lack comprehensive historical data on erosion trends. Although the National Centers for Environmental Information Storm Events Database does not provide specific data on erosion, examining coastal floods, hurricanes, storm surges, and tropical storms within the database has yielded useful information on erosion events in St. Lucie County.

Table 33 summarizes erosion events that occurred from 2019 through November 2025. Tracking all cases of erosion is complex and challenging, and Table 33 should be regarded as a summary rather than a comprehensive account of all erosion events. There are many factors influencing erosion, and numerous localized incidents may not be documented. Consequently, the table does not encompass the full scale of erosion occurrences in St. Lucie County.

Table 33: Historical Erosion Events, St. Lucie County[25]

Date	Type	Property Damage	Description
9/2/2019	Hurricane	Initial damage assessments in east-central Florida surpassed $32 million, mainly due to beach erosion.	In St. Lucie County, wind gusts reached tropical storm force during squalls, especially along the barrier islands. However, sustained winds remained below that threshold, as Hurricane Dorian's center was far to the east.
9/3/2019	Storm Surge	Initial damage assessments in east-central Florida surpassed $32 million, mainly due to beach erosion.	As Hurricane Dorian moved northwest along the east-central Florida coast, St. Lucie County beaches experienced moderate to severe erosion due to a 2-foot storm surge. Strong onshore winds and large swells during high tides contributed to the surge, which also raised water levels in the Indian River Lagoon system.
8/2/2020	Tropical Storm	Tropical Storm Isaias caused minor beach erosion due to elevated tides, approximately 1 foot above predicted levels.	In St. Lucie County, tropical storm-force winds affected the barrier islands, with gusts reaching storm strength across much of the County from early morning to late afternoon on August 2. The highest sustained wind of 41 mph and peak gust of 46 mph were recorded at the St. Lucie Nuclear Power Plant at 7:05 a.m. Tropical Storm Isaias

[25] National Center for Environmental Information, "Storm Events Database," https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28Z%29+Coastal+Flood&eventType=%28Z%29+Hurricane+%28Typhoon%29&eventType=%28Z%29+Storm+Surge%2FTide&eventType=%28Z%29+Tropical+Depression&eventType=%28Z%29+Tropical+Storm&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=2019&endDate_mm=02&endDate_dd=28&endDate_yyyy=2025&county=ST.%2BLUCIE%3A111&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLORIDA.

Date	Type	Property Damage	Description
			moved north, coming closest to the coast approximately 36 miles east-southeast of Fort Pierce Inlet.
9/21/2020	Coastal Flood	The coastline experienced minor to moderate beach erosion, with some regions facing significant erosion.	Coastal flooding reached minor to moderate levels around high tide, with the greatest impact near Fort Pierce Inlet. The boat launch was closed due to missing dock planks and nearby washouts. Some earthen berms around mosquito impoundments on the Indian River also suffered minor erosion. Beach erosion was mostly minor, although approximately 30 feet of beachfront was lost along portions of Fort Pierce Beach.
11/6/2021	Coastal Flood	A long stretch of strong northeast winds, along with the highest astronomical tides of the year and high surf, caused coastal flooding and beach erosion along the east-central Florida coast.	Coastal flooding affected the St. Lucie County coast from November 6 to 9 due to strong northeast winds and large surf during seven high tide cycles. These winds coincided with the year's highest astronomical tides, leading to peak water levels on November 7 and 8. Emergency Management reported minor beach erosion and significant water run-up toward the dunes at many local beaches.
9/28/2022	Tropical Storm	Persistent onshore winds before and during the storm resulted in water level rises (storm surge) of 1 to 3 feet along east-central Florida, causing moderate to severe beach erosion.	Hurricane Ian's slow movement and large wind field caused prolonged tropical storm-force winds across St. Lucie County. Surface observations recorded peak winds of 55 to 65 mph throughout the County.
9/29/2022	Storm Surge/Tide	The County experienced moderate to severe beach erosion.	Onshore flow before and during Ian caused water levels to rise by 1 to 2 feet along the St. Lucie County coastline.
11/9/2022	Storm Surge/Tide	Onshore winds created very large waves exceeding 30 feet offshore, which, over several unusually high tide cycles, caused moderate to severe beach erosion across east-central Florida.	Onshore winds before and during Hurricane Nicole caused water levels to rise 3 to 5 feet along the St. Lucie County coastline, leading to moderate to severe beach erosion. This further damaged already weakened dunes and beach access crossovers from Hurricane Ian. Elevated water levels of 2 to 4 feet and wave action along the Intracoastal Waterway resulted in street flooding and damage to some boat docks and marinas. In addition,

Date	Type	Property Damage	Description
			Hurricane Nicole contributed to damages to docks and piers along the St. Lucie River in Port St. Lucie.
11/9/2022	Hurricane	Onshore winds created very large waves exceeding 30 feet offshore, which, over several unusually high tide cycles, caused moderate to severe beach erosion across east-central Florida.	Hurricane Nicole produced a wide wind field, resulting in tropical storm-force winds, gusts reaching hurricane force, and heavy rain in St. Lucie County. There were scattered reports of downed trees and some minor structural damage caused by strong winds, which peaked at speeds between 55 and 65 mph along the coast and 45 to 55 mph in inland areas. County officials reported no storm-related fatalities. Notable impacts sustained to the County's southern beaches and the USACE approved rehabilitation assistance to reconstruct the adjacent federal beach project.

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated with this specific hazard.

Probability of Future Conditions

Based on the area's history, the probability of beach erosion in St. Lucie County is high. Coastal erosion is continual and cyclical. Erosion is exacerbated by tropical storms, storm surge, high winds, heavy rainfall, winter storms, and hurricanes. It is anticipated that there will be at least one storm event per year that contributes to erosion.

Coastal areas such as Fort Pierce, Port St. Lucie, and Hutchinson Island are particularly vulnerable to rising sea levels and intensified storms, which contribute to coastal erosion. Additionally, low-lying regions near the Indian River Lagoon and other estuarine systems can experience erosion, especially with changes in rainfall patterns and increased flooding events due to atmospheric changes.

Barrier islands in St. Lucie County, like South Hutchinson Island and the northern portion of North Hutchinson Island, are also at risk, as barrier islands are susceptible to both rising sea levels and storm surge impacts, leading to extensive erosion. Developed areas along the St. Lucie River and its tributaries may also see increased erosion due to alterations in drainage patterns and increased runoff from developments. The range of erosion for these events is from 1 (very high erosion) to 7 (very high accretion).

Vulnerability Assessment

St. Lucie County faces a moderate vulnerability to soil and beach erosion along its entire coastline; other beachfront communities have reported low to moderate erosion issues. Erosion also poses a potential risk to local communities, wildlife habitats, and ecosystems in both estuarine and riverine areas, such as the Indian River Lagoon (St. Lucie County) and the North Fork of the St. Lucie River. As of August 2024, St. Lucie County has three critically eroded areas, totaling 7.6 miles, and two non-critically eroded areas, totaling 7.9 miles.[26] Fort Pierce Beach (Fort Pierce) (from R34 to R46), which extends south from Fort Pierce Inlet, is critically eroded over 2.3 miles. This situation poses a threat to recreational activities and development interests. Most of the area is currently part of a beach restoration project.[27]

Along central Hutchinson Island (St. Lucie County), there is a 6.4-mile segment of shoreline (from R46 to R80) that is not critically eroded and currently poses no threats; however, immediately to the south is a 1.9-mile eroded section (from R80 to R90.3) that threatens the facilities of the St. Lucie Nuclear Power Plant (Jensen Beach, St. Lucie County), as well as some development and recreational interests at Walton Rocks Park (Hutchinson Island, St. Lucie County). Continuing south, there is another 1.5-mile eroded segment (from R90.3 to R98) that does not currently pose any threats.[28] The southernmost 3.4 miles of the County shoreline (from R98 to R115+1000) is critically eroded, putting development interests at risk.[29]

The Village of St. Lucie is also vulnerable to coastal erosion while Port St. Lucie is vulnerable to erosion along the tidally influenced St. Lucie River. Properties near the shore or river front are at risk, especially during severe weather. Human activities, such as urban development, increase erosion rates. The threat of hurricanes and tropical storms exacerbates the situation, as storm surges can cause extensive damage. Changing atmospheric patterns, particularly sea level rise, heighten the risk of flooding and erosion. Additionally, the loss of vegetation, such as mangroves and dunes, weakens natural defenses against erosion.

While certain areas of St. Lucie County show resilience against erosion, critical assessments are necessary for affected regions to mitigate risks to infrastructure, local communities, and natural habitats. Immediate attention to restoration projects and proactive measures will be essential in addressing these vulnerabilities.

[26] Florida Department of Environmental Protection, "Critically Eroded Beaches of Florida, August 2024," https://floridadep.gov/sites/default/files/FDEP_Critically%20Eroded%20Beaches_08-2024_0.pdf.
[27] Florida Department of Environmental Protection, "Critically Eroded Beaches of Florida, August 2024," https://floridadep.gov/sites/default/files/FDEP_Critically%20Eroded%20Beaches_08-2024_0.pdf.
[28] Florida Department of Environmental Protection, "Critically Eroded Beaches of Florida, August 2024," https://floridadep.gov/sites/default/files/FDEP_Critically%20Eroded%20Beaches_08-2024_0.pdf.
[29] Florida Department of Environmental Protection, "Critically Eroded Beaches of Florida, August 2024," https://floridadep.gov/sites/default/files/FDEP_Critically%20Eroded%20Beaches_08-2024_0.pdf.

IMPACTS TO ASSETS

Table 34 provides a summary of the consequences of erosion. It discusses the effects on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence.

Table 34: Consequence Analysis

Sector	Consequence
Public	• Drinking water may become contaminated. • Waterborne diseases may spread. • Residents may be displaced due to home damage. • Displaced residents may increase the demand for housing and services and strain resources. • Historical and cultural landmarks may be lost due to erosion, threatening the community's heritage and identity.
First Responders	• First responders may need to allocate more resources and personnel to emergency response efforts, which could stretch their capacity thin and impact the ability to respond to other emergencies. • The changing landscape may require ongoing training to prepare for new types of emergencies related to erosion and infrastructure damage. • They may face increased health risks due to contaminated floodwaters. • Reduced funding and resources due to increased erosion.
Property, Facility, and Infrastructure	• Homes and businesses located near the coastline or low-lying areas risk erosion due to flooding, leading to structural damage, loss of property value, and increased repair costs. • Roads, bridges, and public transportation systems may be negatively affected, resulting in increased maintenance needs and potential road closures. • Drainage systems may be compromised by eroded sediments. • Facilities may need retrofitting or relocation, which is costly and disruptive. • Reduced demand for properties in affected areas, causing property values to decline. • Certain areas may become uninsurable, and insurance premiums may skyrocket, making it too expensive for homeowners and businesses to secure coverage. • Repair and maintenance costs for infrastructure may increase. • Existing drainage and flood management systems may become inadequate, leading to infrastructure strain, more frequent and severe flooding, and increased erosion. • Governments and organizations may need to invest in long-term planning and adaptation strategies, such as levees or restoring natural barriers.
Environment	• Coastal erosion may accelerate, threatening beaches and natural habitats. • Critical shorelines, including dunes and wetlands, may be lost.

Sector	Consequence
	• Coastal and riverbank areas may be lost, leading to saltwater intrusion, which reduces the filtering of pollutants and decreases habitats for wildlife. • Local biodiversity may be disrupted, resulting in the loss of fish populations and other wildlife. • Flora and fauna may decline due to habitat loss. • Water quality may be altered due to increased sediment loads carrying pollutants into water bodies.
Economic Conditions	• Property values may decline. • Businesses may face interruptions or closures, affecting employment and income levels. • Increased insurance costs or coverage limits for homes and businesses. • Impact on tourism due to natural attractions like beaches and parks becoming affected by erosion, which could lead to job losses and reduced economic activity. • Population displacement leading to a strained housing market, increased demand for services, and a shift in labor markets. • The County may have to spend significant funds on adaptation measures, diverting money from critical services. • Businesses may reconsider investing in regions vulnerable to erosion, thereby stunting local economic growth. • Strain on economic resources due to increased insurance costs and tax burdens.
Public Confidence	• Residents may feel that local authorities are not adequately addressing the risks, which can lead to decreased trust in government and its ability to manage future challenges. • As erosion increasingly threatens properties and lives, people may feel anxious about their safety, impacting their confidence in living in the area. • A lack of transparency can lead to misinformation and a lack of confidence in the County among residents.

IMPACT ON COMMUNITY LIFELINES

Erosion can impact several FEMA Community Lifelines, highlighting the interconnectedness of infrastructure systems and the challenges posed by environmental changes (see Figure 28). Here's a closer look at how community lifelines can be impacted by erosion.

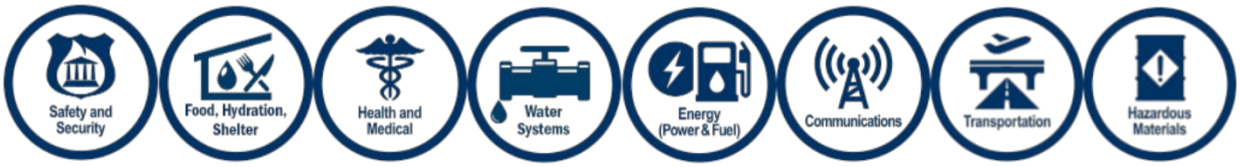

Figure 28: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Erosion can undermine essential infrastructure like roads and bridges, which are critical for ensuring quick access for first responders. When these routes are compromised, it can lead to delayed emergency services and create hazardous situations, ultimately putting lives at risk.
- **Food, Hydration, and Shelter:** Agricultural lands are particularly susceptible to erosion, leading to decreased soil fertility and reduced crop yields. This not only affects food production but can also impact water systems by contaminating water sources with pollutants from eroded land. As shelters are increasingly at risk from erosion, communities may face greater challenges in providing safe living conditions.
- **Health and Medical:** The erosion of land can cause physical damage to healthcare facilities and impede access to medical services, especially in rural areas where services are already limited. If roads or pathways to these essential services are eroded, individuals may struggle to receive timely medical assistance, exacerbating health crises.
- **Energy:** Ongoing erosion can jeopardize energy infrastructure by damaging power lines, pipelines, and substations that are essential for supplying electricity and fuel. Disruptions in these systems can lead to power outages and complications in energy access during emergencies, complicating recovery efforts.
- **Communications:** Erosion can cause damage to critical communication infrastructure, such as cell towers and Internet service lines. This can disrupt communication channels during emergencies, making it more difficult for residents to receive updates and for responders to coordinate efforts effectively.
- **Transportation:** Erosion poses a significant threat to transportation networks by destabilizing roads and transit routes. This can hinder movement within communities, delay evacuations, and impede the delivery of goods and services, thereby affecting community resilience and recovery.
- **Hazardous Materials:** Erosion can compromise facilities that store or manage hazardous materials. If these sites are affected by land erosion, there is an increased risk of leaks or spills, which can lead to environmental contamination and pose serious threats to community safety.
- **Water Systems:** Water systems face significant challenges from erosion, particularly in watersheds and riverbanks. As erosion increases sedimentation in water sources, it can degrade water quality and disrupt the delivery of safe drinking water. Damage to structures related to water supply and treatment facilities can further exacerbate these issues, impacting public health.

IMPACT DUE TO CHANGES IN DEVELOPMENT

As development has continued to increase in the planning area, the risk of erosion has continued to increase. This risk is intensified by the loss of coastal wetlands and natural barriers due to development, which has increased the potential for erosion and flooding as storm surges can penetrate further inland, threatening homes and infrastructure (see Figure 29).

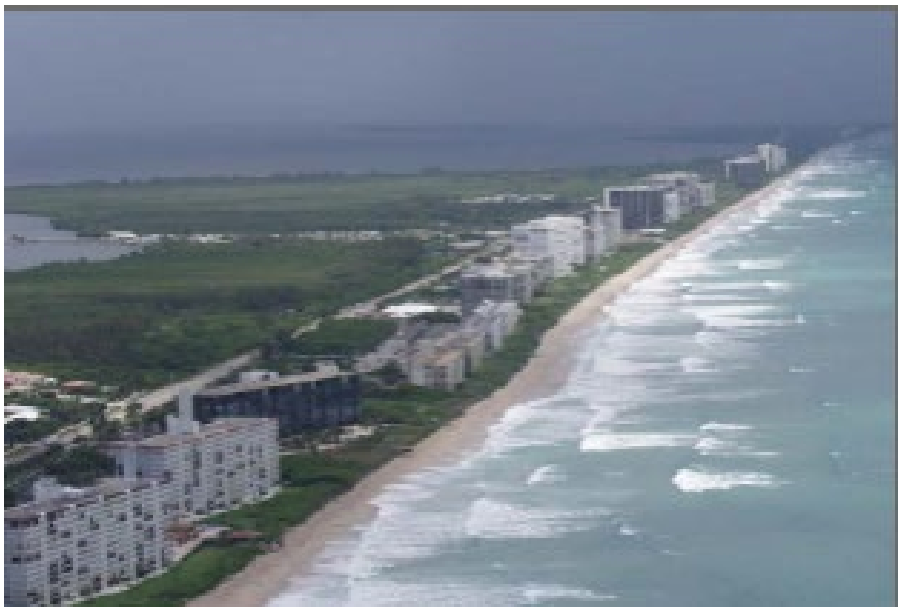

Figure 29: Coastal Development, St. Lucie County[30]

New infrastructure, such as roads and bridges built near the coast in hazard-prone areas, has also increased vulnerability, as this infrastructure may suffer from erosion, leading to increased maintenance costs for the local government.

In response to these challenges, St. Lucie County has implemented various erosion control measures, including beach nourishment/renourishment projects and stricter zoning regulations, which have generally decreased vulnerability to erosion. The County also maintains ongoing relationships with the U.S. Army Corps of Engineers and the Florida Department of Environmental Protection to implement two federal beach projects in critically eroded segments of shoreline. In 2020, the Florida Power & Light Co. installed concrete reef balls about 400 feet off the shoreline, parallel to it, at the St. Lucie Nuclear Power Plant to prevent beach erosion and provide habitat for marine organisms.[31]

Additionally, in 2026, the U.S. Army Corps of Engineers, in partnership with the St. Lucie County Erosion District, will start renourishing approximately 4.7 miles of beachfront as part of ongoing renourishment operations at Fort Pierce Beach and the county's southern beaches. Roughly 400,000 cubic yards of sand will be placed off the coast of part of the Fort Pierce Shore Protection Project, south of Fort Pierce Inlet, and 315,000 cubic yards of sand as part of the St. Lucie County, Coastal Storm Risk Management (CSRM) Project which will strengthen shoreline resilience and decrease vulnerability.[32]

[30] U.S. Army Corps of Engineers, "St. Lucie County." https://www.saj.usace.army.mil/Missions/Civil-Works/Shore-Protection/St-Lucie-County/.
[31] TCPalm, "FPL Deploys Artificial Reef Ball Project to Stop Beach Erosion, Create Wildlife Habitat," https://www.tcpalm.com/story/news/local/st-lucie-county/2020/07/13/fpl-artificial-reef-ball-construction-aims-prevent-beach-erosion-near-nuclear-plant/5389818002/.
[32] St. Lucie County Florida, "Fort Pierce Shore Protection Project." https://www.stlucieco.gov/departments-and-services/port-of-fort-pierce/erosion-district/fort-pierce-shore-protection-project.

These initiatives aim to reduce coastal erosion while balancing development needs, illustrating the complexity of managing growth in vulnerable environments. However, while the measures help reduce vulnerability, ongoing maintenance and adaptation to changing environmental conditions remain essential. The effectiveness of these initiatives can be impacted by factors such as changing atmospheric patterns and sea-level rise, which may require continual assessment and updating strategies to ensure long-term resilience.

IMPACTS ON POPULATIONS OF FOCUS

Erosion poses dangers to at-risk populations, impacting St. Lucie County and communities such as Fort Pierce, Port St. Lucie, and the Village of St. Lucie. These areas include resource-limited families, senior citizens, and individuals with disabilities, who often lack the resources necessary for effective responses to natural hazards. As erosion continues to compromise shorelines and waterways, the likelihood of physical displacement rises, leading to potential loss of property and reduced community stability. This situation is especially concerning for those with limited mobility or financial means, who may struggle to relocate or modify their living conditions in the face of environmental threats.

Extreme Temperatures (Heat and Cold)

Definition

EXTREME HEAT

Extreme heat occurs when conditions are substantially hotter and/or more humid than average for a location at that time of year. According to the National Oceanic and Atmospheric Administration (NOAA), extreme heat is defined as a period of abnormally hot and dangerous temperatures, with or without high humidities, that can result in negative impacts to people, animals, and infrastructure. St. Lucie County is experiencing these conditions more and more as the average high temperatures in the summer continue to rise.

Heat is the primary cause of weather-related fatalities in the United States,[33] and it can significantly impact the human body. Heat stress can take many forms from heat cramps to heat exhaustion and heat stroke. These conditions can cause illness or even death if the person cannot find a cool environment. Individuals at higher risk of heat-related illnesses include infants and young children, pregnant women, and individuals with chronic medical conditions.

The relationship between humidity and heat can influence the severity of extreme heat events. Humidity constricts the body's ability to cool itself by sweating. When the air is more humid sweat cannot evaporate as quickly, reducing its cooling factor. Because humidity is so important in how humans experience extreme heat, several measurements have been created that take humidity into account. The Heat Index[34]

[33] National Weather Service, "Heat Safety Tips and Resources," 2024, https://www.weather.gov/safety/heat.
[34] National Weather Service, "What is the heat index?" https://www.weather.gov/ama/heatindex.

and wet-bulb globe[35] temperature are two means of measuring temperature that factor in humidity and other variables to provide a more accurate assessment of how hot it feels outside.

Prolonged exposure to excessive heat can have negative consequences outside of human health as well. Prolonged extreme heat can damage agrarian systems, including crops and livestock, and increase risk of wildfires and drought. Furthermore, extended periods of extreme heat can lead to power outages, as the heavy demand for air conditioning taxes the power grid.

EXTREME COLD

Extremely cold temperatures occur when conditions are substantially colder than average for a location to the point that it is damaging to human health, agriculture, or infrastructure. While infrastructure damage or disruption usually occurs when the temperature gets near 32°, causing frost and freezing conditions, temperatures as high as 40°F–50°F can impact human health. When combined with wet conditions and high winds, temperatures in the 40–50-degree range can cause hypothermia, a condition where a person is no longer able to maintain their core body temperature.

Frost is water vapor that becomes solid, usually forming on objects like cars, windows, and plants. It can occur when air temperatures fall below 36°F, the wind is light, and there is sufficient moisture in the air. If a frost persists for long enough, it can lead to crop damage or loss. Frost is not a threat to the public but is a concern for the agricultural industry, particularly during Florida's citrus growing season.

A freeze occurs when overnight temperatures reach at least 32°F. A hard freeze occurs when the temperature falls below 28°F for four hours or more. While most vegetation can survive a frost, very little vegetation can survive a hard freeze. Most damage to crops occurs during a hard freeze. Additionally, homes and buildings in Florida are not typically built to withstand impacts of hard freezes, including damage to pipes. The NWS will issue a hard freeze watch or warning whenever this type of weather is expected. While cold fronts rarely bring snow or sleet to Florida, long lasting cold temperatures occur more often and can last for several days.

[35] National Weather Service, "Wet Bulb Globe Temperature: How and When to Use It," https://www.weather.gov/news/211009-WBGT.

Location and Extent

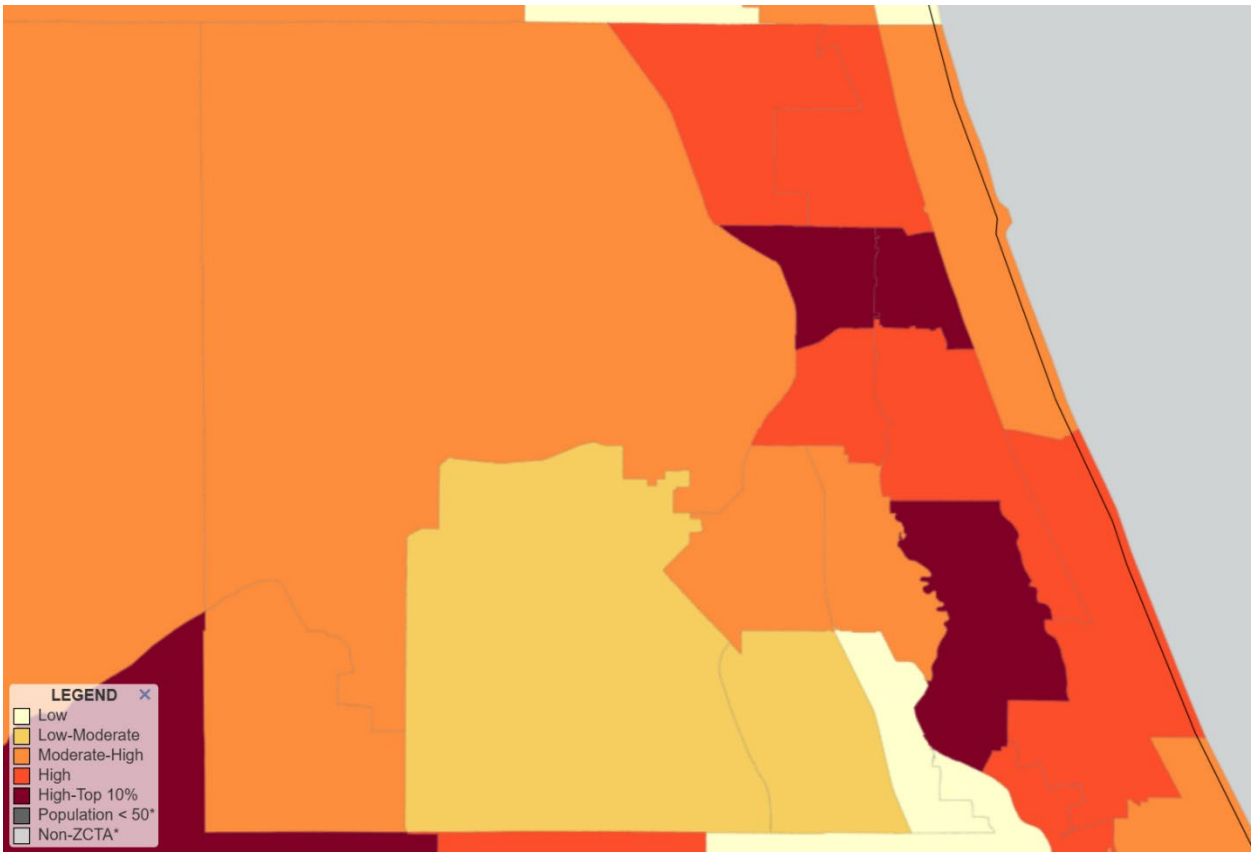

Figure 30: Centers for Disease Control and Prevention's Heat and Health Index Applied to St. Lucie County

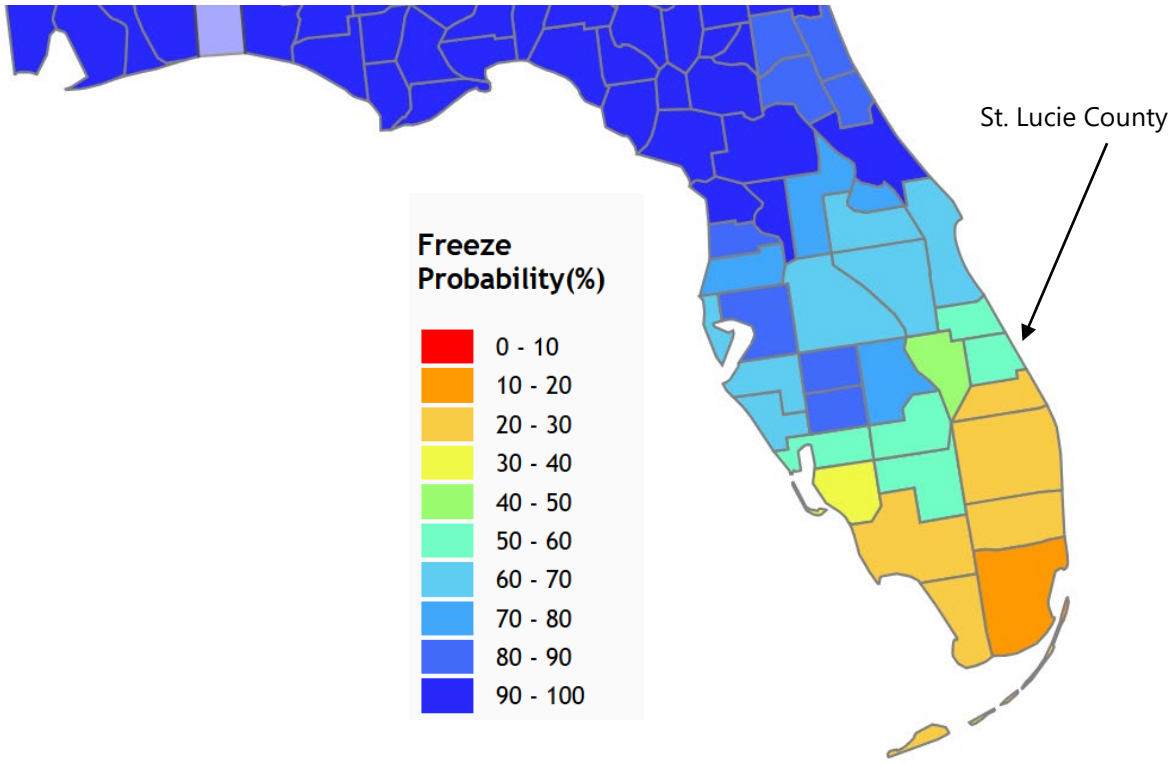

Figure 31: AgroClimate's Freeze Risk Probability by Florida County

St. Lucie County is situated on the east coast of Florida, bordered by the Atlantic Ocean to the east and the St. Lucie River to the south. This geographical position contributes to its generally mild and warm subtropical climate. The county experiences relatively moderate temperatures year-round, with average winter lows typically above freezing. Its coastal location helps to mitigate extreme temperature fluctuations compared to more inland areas. However, St. Lucie County can be affected by cold fronts that sweep down from the north, leading to temporary drops in temperature. These cold events can have a more pronounced impact on the region's agriculture and infrastructure, as the local ecosystem and population are not accustomed to dealing with extreme cold. Public health can also be impacted by occasional extreme heat events which largely effect the entire county.

EXTENT

EXTREME HEAT

Due to St. Lucie's subtropical climate, it experiences hot and humid weather during the summer months and generally mild winters. While the entire county is susceptible to extreme heat events, the risk changes depending on characteristics of the geographic area and built environment. The coastal areas, like Fort Pierce and Hutchinson Island, experience higher humidity due to the proximity to the ocean, which can exacerbate extreme heat conditions. But they also experience cooling ocean breezes that can help moderate temperatures. In terms of built environment, most of the densely populated areas are located in the coastal, eastern part of the county. Densely built cities trap heat through the "urban heat island effect"

raising their average temperatures, see Figure 30 and Figure 32.[36] Impervious surfaces and structures absorb and re-emit heat more than natural landscapes do. Places where these surfaces and structures are concentrated see a daytime increase of 1–7 degrees Fahrenheit during the day and 2–5 degree increase at night.[37] In St. Lucie County the urban heat island effect can impact communities along the coast from Port St. Lucie to Lakewood Park.

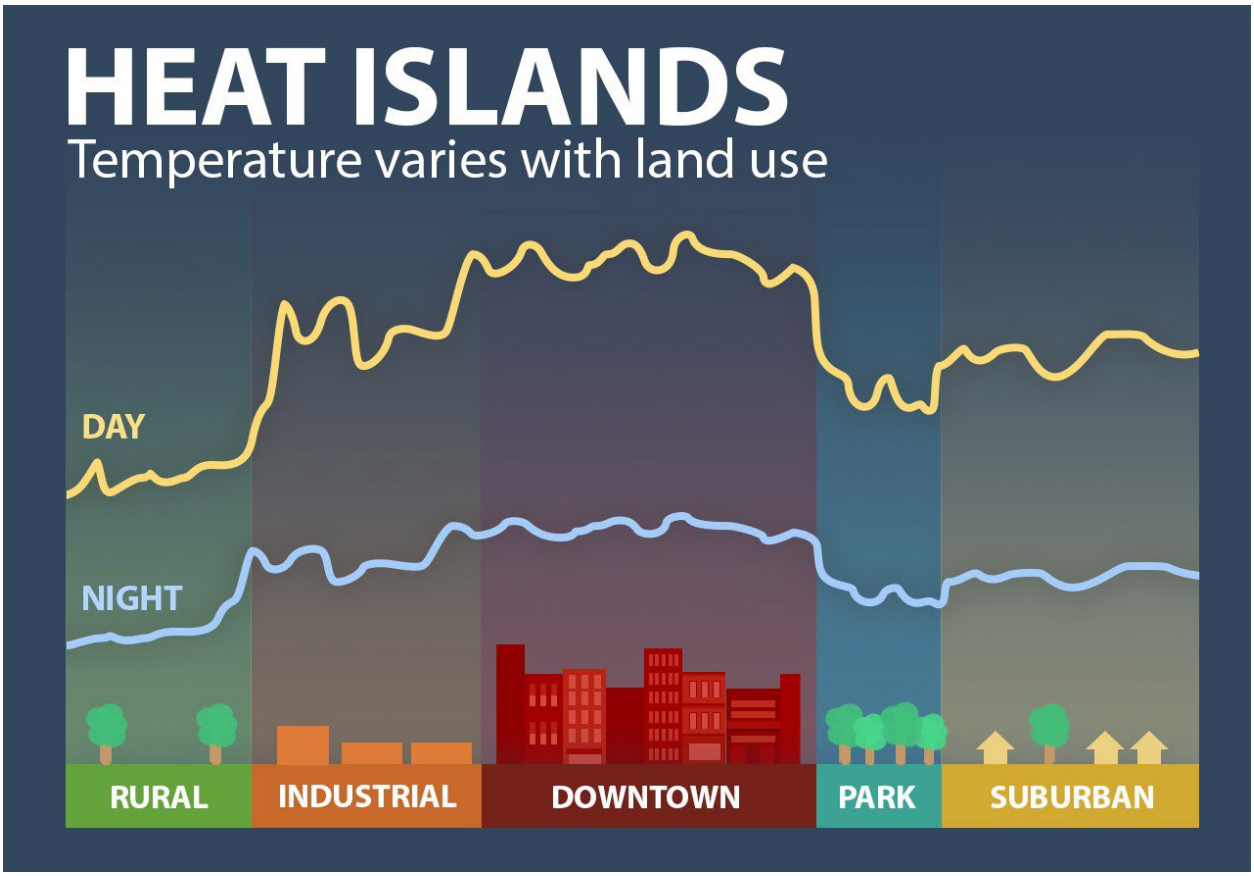

Figure 32: The Urban Heat Island Effect

Although the western part of the county does not have access to the cooling ocean breezes, it is less susceptible to extreme heat due to ample vegetation and the lack of dense development. Still, those that are working outdoors for extended period during summer months could experience heat stress if not properly hydrated or rested.

[36] Center for Disease Control, "Heat and Health Index," 2024, https://ephtracking.cdc.gov/Applications/heatTracker/; Climate Central, "Urban Heat Islands," 2021, https://www.climatecentral.org/climate-matters/urban-heat-islands.
[37] U.S. Environmental Protection Agency, "What Are Heat Islands,"2025, https://www.epa.gov/heatislands/what-are-heat-islands.

EXTREME COLD

Extreme cold weather in St. Lucie County is relatively rare due to its southern latitude and coastal influence. Both of these factors keep St. Lucie's climate mild in the winter. Still, extreme cold weather can impact the whole county according to the National Risk Index.

The western region of the county, where agricultural activities are concentrated, are particularly vulnerable to frost and freezing temperatures, which can damage sensitive plants and affect local farming operations. These areas are further from the Coast which lessens the temperature moderating effects of the ocean. Additionally, residences and facilities in the eastern region, especially older buildings, may not be equipped for cold weather. These areas can experience issues such as unprotected pipes freezing or inadequate heating. Overall, while the coastal areas experience milder temperatures due to the ocean's moderating influence, the inland areas of St. Lucie County are more susceptible to the adverse effects of extreme cold events.

JURISDICTIONAL IMPACTS

Although impacts from extreme temperatures in St. Lucie County have rarely been documented, when extreme heat or cold occurs they can have a significant impact on the health, economy, and infrastructure of the jurisdictions. The diverse size and geography of these jurisdictions means that the impacts of extreme temperatures will be different for each jurisdiction, but, generally, extreme heat will primarily affect public health while extreme cold could damage infrastructure and agricultural products as well. Table 35 summarizes the potential impacts of extreme temperatures across the County's jurisdictions.

Table 35: Impacts of Extreme Temperatures, by Jurisdiction

Jurisdiction	Extreme Heat Impacts	Extreme Cold Impacts
St. Lucie County	While extreme heat poses no risk to infrastructure or facilities in St. Lucie County, it has the potential to impact the health of residents and tourists. Those who are outside during extended periods during extreme heat could suffer from heat stress. This could have secondary economic impacts on the County if outdoor laborers are unable to work due to extreme heat. The effects of extreme heat could be especially difficult for agricultural workers in the western region of the County.	The rare nature of extreme cold events in St. Lucie County means that infrastructure and systems are not built to deal with the impact of ice. Federal highways and state roads, like Interstate 95 and Route 1, could ice over, restricting travel throughout the County. County maintained roads could also ice over, requiring maintenance from County staff. Depending on the length of the extreme cold, pipes could burst due to expanding frozen water. This would not only damage the pipes but could flood critical facilities as well. Crops in the western region of the County could be harmed by freeze impacting employment and tax revenue for the County. Residents without heating or shelter could suffer from hypothermia or frostbite if exposed to extreme cold.

Jurisdiction	Extreme Heat Impacts	Extreme Cold Impacts
City of Port St. Lucie	As a dense urban area, Port St. Lucie faces higher temperatures due to the urban heat island effect. This puts residents and tourists at higher risk for heat stress illnesses, especially those laboring outside or who do not have access to air conditioning. No physical infrastructure is at risk in the City of Port. St. Lucie due to extreme heat.	Many of the impacts from extreme cold stem from the rarity of freezing weather in Port St. Lucie. Water and other critical infrastructure in Port St. Lucie could be impacted by freezing pipes and the subsequent flooding that could occur. These buildings and systems were not designed to withstand freezing temperatures. Transportation could be heavily impacted by ice on local roads and major highways that could limit emergency response across the City. Residents without heating or shelter could suffer from hypothermia or frostbite if exposed to extreme cold.
City of Fort Pierce	Fort Pierce's proximity to the Atlantic Ocean and Indian River dampens the impacts of extreme heat on the City due to the cool ocean breezes created. Still, high temperatures can get into the mid-90s with the heat index going into the 100s. In the denser parts of the City, the urban heat island effect will raise temperatures even higher. These extreme temperatures put residents and tourists at higher risk for heat stress illnesses, especially those laboring outside or who do not have access to air conditioning. No physical infrastructure is at risk in the City of Fort Pierce due to extreme heat.	Fort Pierce is exposed to many of the same impacts as the City of Port St. Lucie when it comes to extreme cold. Residents and their homes may not be prepared for cold temperatures, exposing them to hypothermic or frostbite conditions. Water infrastructure could face severe damage if frozen pipes burst and the ensuing flooding could damage critical facilities. Transportation systems around the City could be impacted with even a short freeze, requiring maintenance from the City and disrupting emergency response.
Town of St. Lucie Village	St. Lucie Village experiences few impacts from extreme heat due to its proximity to the Indian River and Atlantic Ocean. The ample vegetation throughout the Town helps to reduce high temperatures as well. Still, vulnerable individuals, like the elderly or small children without access to air conditioning could be impacted by extreme heat. No physical infrastructure is at risk in the Town of St. Lucie Village due to extreme heat.	St. Lucie Village relies on just a few roads to connect it to the rest of St. Lucie County. If Indian River Drive or Old Dixie Highway ice over, the Town will be isolated from the rest of the County, complicating emergency response and accessing supplies. Any residents without heating or shelter could suffer from hypothermia or frostbite if exposed to extreme cold for an extended period of time. Water infrastructure could face severe damage if frozen pipes burst and the ensuing flooding could damage critical facilities.

NATIONAL RISK INDEX

According to the NRI, the risk of a cold wave in St. Lucie County is Very High with a score of 97.2. This means the risk of a cold wave in St. Lucie County is higher than 97% of other counties in the United States. This rating primarily comes from the widespread nature of a cold wave when it occurs, impacting every resident and facility in the county.

The NRI gives a No Rating risk score for heat wave risk in St. Lucie County because it has no occurrence of heat waves documented.

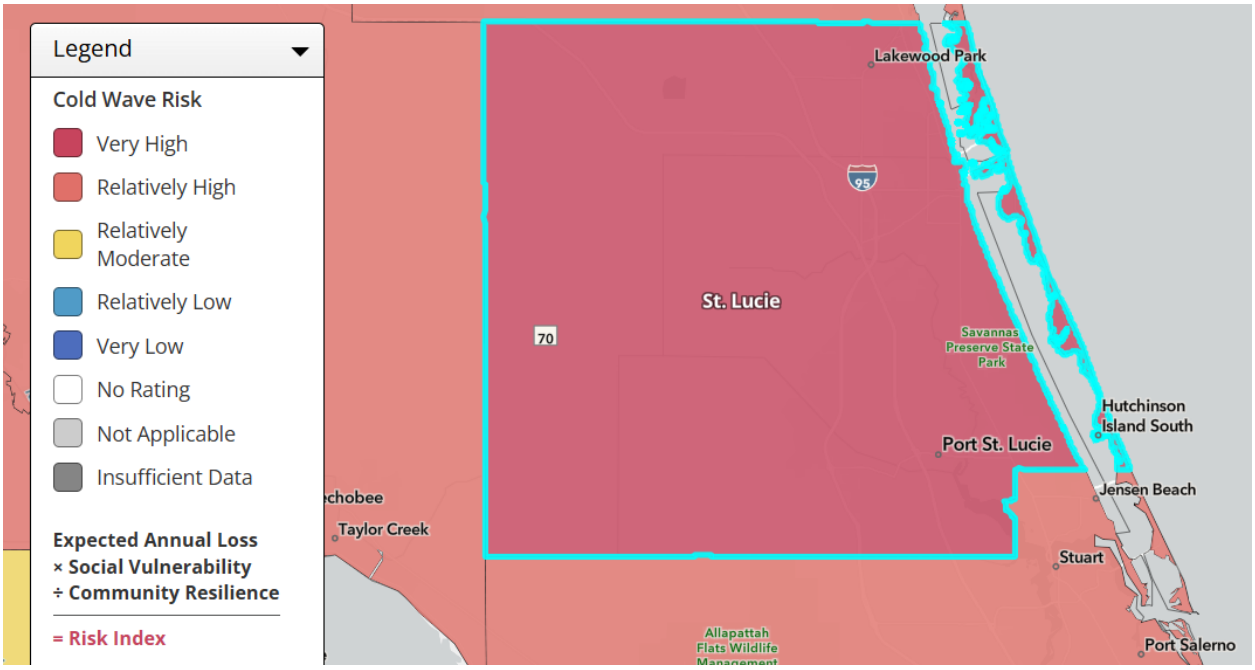

Figure 33: NRI Score for Cold Waves in St. Lucie County

Magnitude and Severity

EXTREME HEAT

Extreme heat is measured through several metrics that account for air temperature, humidity, and other environmental factors. The first is simply through measuring ambient air temperature in degrees Fahrenheit or Celsius. These measurements are easily recognizable and understandable but do not take into account other factors that affect how humans experience extreme heat. The Heat Index and Wet Bulb Globe Temperature were created to add nuance to ambient air temperature measurement.

HEAT INDEX

The Heat Index combines air temperature and relative humidity to estimate how hot it feels to the human body. This is important because high humidity can impede the body's ability to cool itself through sweating, making it feel hotter than the actual air temperature. The Heat Index is calculated using a

formula that incorporates both the air temperature (in Fahrenheit or Celsius) and the relative humidity (as a percentage). The result is expressed in degrees Fahrenheit or Celsius. In the Heat Index chart shown in Figure 34, the red area indicates extreme danger. Alerts will be issued when the heat index is expected to exceed 105°F–110°F for at least two consecutive days.

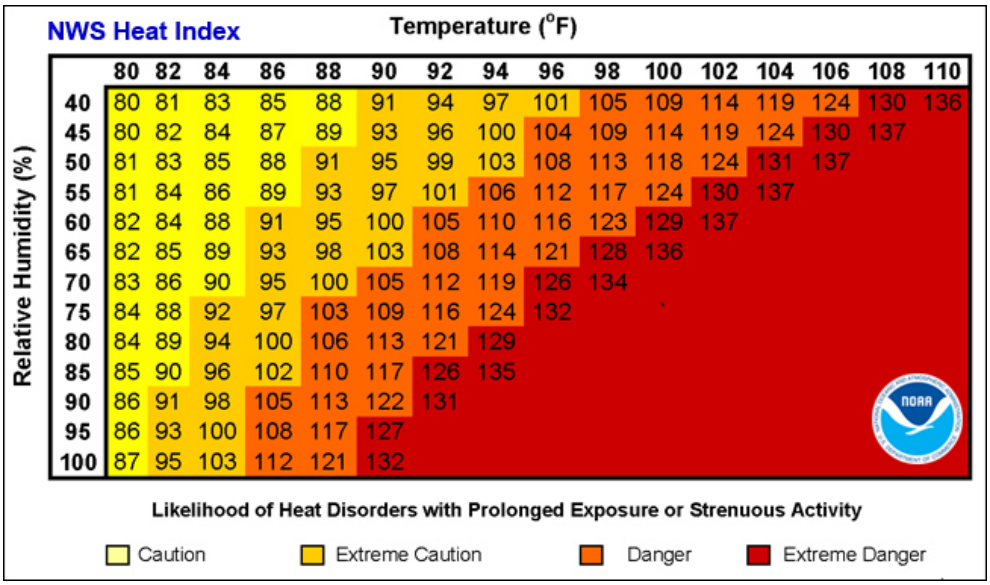

Figure 34: Heat Index Calculation Table with Warning Levels

WET BULB GLOBE TEMPERATURE

The Wet Bulb Globe Temperature (WBGT) is a more comprehensive and complex measurement that takes into account multiple environmental factors, providing a more accurate representation of heat stress on the human body. It factors in air temperature, humidity, wind speed, and sunlight to calculate the temperature. The WBGT is a combination of three measurements:

1. **Air temperature** is measured by a typical outdoor thermometer.
2. **Natural wet bulb temperature** is measured by a thermometer wrapped in a wet cloth, which simulates the cooling effect of sweat (which is influenced largely by wind and humidity). Since the thermometer is exposed to the sun, it also accounts for the effects of sunlight.
3. **Black globe temperature** is measured with a thermometer inside a black globe, which indicates how hot it feels in direct sunlight.

WBGT provides a more detailed understanding of how environmental factors constrict or allow the human body to cool itself in heat. See Figure 35 for an example of how WBGT translates into guidelines for athletic activity outside.

WBGT (°F)	Athletic Activity Guidelines
Less than 80	Unlimited activity with primary cautions for new or unconditioned athletes or extreme exertion; schedule mandatory rest/water breaks (5 min water/rest break every 30 min).
80 - 84.9	Normal practice for athletes; closely monitor new or unconditioned athletes and all athletes during extreme exertion. Schedule mandatory rest/water breaks (5 min water/rest break every 25 min).
85 - 87.9	New or unconditioned athletes should have reduced intensity practice and modifications in clothing. Well-conditioned athletes should have more frequent rest breaks and hydration as well as cautious monitoring for symptoms of heat illness. Schedule frequent mandatory rest/water breaks (5 min water/rest break every 20 min). Have cold or ice immersion pool on site for practice.
88 - 89.9	All athletes must be under constant observation and supervision. Remove pads and equipment. Schedule frequent mandatory rest/water breaks (5 min water/rest break every 15 min). Have cold or ice immersion pool on site for practice.
90+	SUSPEND PRACTICE/MUST INCLUDE MANDATORY BREAKS AS DIRECTED BY GAMEDAY ADMINISTRATION DURING CONTEST.

Figure 35: WBGT Guidelines for Athletic Activity

EXTREME COLD

Extreme cold is primarily measured through ambient air temperature expressed in either degrees Fahrenheit or Celsius. This gives the public a broad understanding of how cold it is and if freezing could occur. A freeze occurs when overnight temperatures reach at least 32°F. A hard freeze occurs when the temperature falls below 28°F for four hours or more.

When strong winds combine with cold temperatures, the heat loss from a person's skin can be accelerated; this is called the wind chill. The wind chill can make it feel like it is much colder outside than the actual temperature. In areas unaccustomed to winter weather, near freezing temperatures are considered "extreme cold." The Wind Chill Temperature Index from the National Weather Service calculates the dangers from winter winds and freezing temperatures. Figure 36 shows the wind chill for various air temperatures and wind speeds.

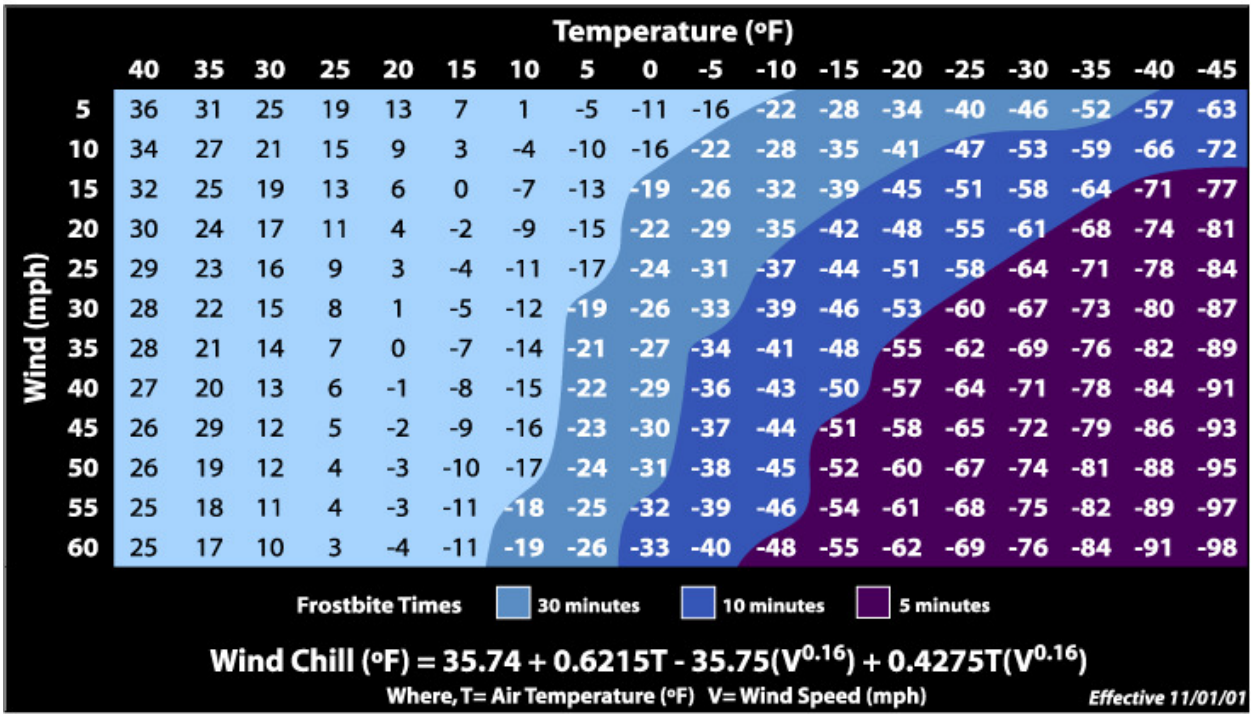

Figure 36: NWS Wind Chill Chart with Frostbite Times

Historic Events

EXTREME HEAT

The National Centers for Environmental (NCEI) Storm Events Database lists one extreme heat event that occurred in St. Lucie County since data collection began in 1950.

Table 36: Historical Extreme Heat Events in St. Lucie County

Date	Description	Fatalities	Injuries	Property Damage	Crop Damage
7/25/2017	Heat index values rose as high as 108 in St. Lucie County. Three St. Lucie County residents were taken to local hospitals after complaining of heat-related illnesses while being outdoors. A Port St. Lucie woman in her 20s was transported to a local hospital after she felt dizzy and nauseous after	0	0	$0	$0

Date	Description	Fatalities	Injuries	Property Damage	Crop Damage
	walking for two hours around noon. A Fort Pierce man in his 30s became ill after performing work outdoors and was transported to a local hospital. A teenager was also transported to a local hospital after suffering abdominal pains and sweats after having mowed lawns during the afternoon.				

EXTREME COLD

NCEI Storm Events Database lists four extreme cold events that occurred in St. Lucie County since data collection began in 1950.

Table 37: Historical Extreme Cold Events in St. Lucie County

Date	Description	Fatalities	Injuries	Property Damage	Crop Damage
1/21/2009	An already cold airmass was reinforced by even colder air behind a strong cold front. Low wind chills, freezing temperatures and frost affect most of east central Florida for three consecutive nights. Wind chill readings in the 20s also occurred during the morning of the 21st. The coldest morning at most locations was on the 22nd, when hard freeze conditions spread south across many locations of the interior peninsula to Lake Okeechobee.	0	0	$0	$0
1/2/2010	High temperatures did not exceed 60°F for 9 of 12 days between January 2 and 13 at Fort Pierce Airport. One day experienced high temperatures only in the 40s (49°F on January 10). Low temperatures fell to 40°F or less for 12 consecutive days and 32 degrees or below on seven days. Three days experienced minimum temperatures in the mid to upper 20s, with the coldest temperature of 26°F on January 7. Similar temperatures	0	0	$0	$1,580,000

Date	Description	Fatalities	Injuries	Property Damage	Crop Damage
	occurred across the remainder of St. Lucie County, although low temperatures were several degrees higher on the barrier islands. Frost also occurred on many mornings. Long durations of freezing temperatures resulted in considerable crop damage. In addition, Winds near 10 mph occurred on several nights, producing wind chill temperatures in the teens and lower 20s. A very rough cost estimate for (direct weather-related) freeze losses to fruit, vegetable and citrus crops across St. Lucie County during January totaled 1.58 million dollars.				
12/14/2010	Strong cold advection behind a cold front brought temperatures below freezing to all of east central Florida for two consecutive nights. A hard freeze occurred across most areas of the mainland peninsula, with a freeze even occurring across the barrier islands. Temperatures early on Dec 14 fell to the mid to upper 20s across the region, with 6 to 9 hours of below freezing temperatures at many locations and 1 to 3 hours below 27°F in several areas. Similar to slightly higher temperatures occurred on Dec 15, with many locations again reaching the mid-20s and the duration of below freezing temperatures ranging from 4 to 11 hours at most locations. Gusty winds accompanied the cold weather on Dec. 14, with wind chill values reaching the mid to upper teens at most locations around daybreak.	0	0	$0	$0
12/27/2010	For the second time in December, strong cold advection behind a cold front brought temperatures well below freezing to all of east central Florida, for three consecutive nights. A	0	0	$0	$2,070,000

Date	Description	Fatalities	Injuries	Property Damage	Crop Damage
	hard freeze occurred across most areas of the mainland peninsula. Temperatures early on Dec 27 fell to the upper 20s to around 30 across the region, with 2 to 8 hours of below freezing temperatures at many locations. Even colder temperatures were experienced on Dec 28, with many locations reaching the lower to mid-20s and the duration of below freezing temperatures ranging from 3 to 11 hours at most locations. A third night of similarly cold readings occurred on Dec. 29.				
2/1/2026	In January 2026, a strong Arctic air mass impacted much of Florida, bringing unusually cold overnight temperatures across the Treasure Coast. Temperatures in portions of St. Lucie County fell into the 30s with widespread wind chills in the 20s during the early morning hours.	0	0	$0	$0

FEMA DISASTER DECLARATIONS

EXTREME HEAT

There have been no FEMA disaster declarations for extreme heat for Florida or St. Lucie County.

EXTREME COLD

There has never been a FEMA disaster declaration for extreme cold temperatures in St. Lucie County. However, periodic cold-air outbreaks do affect the region, and there have been several disasters declared for other parts of South Florida due to extreme cold temperatures and freezing conditions.

Disasters declared for other areas of South Florida:

- **January 31, 1977 (DR-526):** Extreme cold temperatures were felt across Florida with snow falling as far south as Miami. One to two inches of snow were reported in the Tampa and Orlando areas. Disaster was declared for Escambia, Miami-Dade, Orange, and Hillsborough Counties.
- **December 23–25, 1989 (DR-851):** From December 22 to 26, 1989, Florida experienced one of the most severe cold waves in its history with record-breaking temperatures, snow, ice, sleet, and hard freezes. Claiming at least 26 lives, power and transportation were shut down over much of Florida,

with heavy losses in the agricultural industry. A disaster was declared for Alachua, Gulf, Escambia, Leon, Citrus, Duval, Brevard, Orange, Tampa Bay, Collier, and Miami-Dade Counties.

Probability of Future Conditions

EXTREME HEAT

It is highly likely that the number of days with extreme heat in St. Lucie County will increase over the next few decades. Already, heatwaves in the Southeastern United States are happening more frequently and during a longer heat season. Under a low-emissions scenario, it is projected that St. Lucie County could experience 38 days at 95°F, up from an average of less than two from 1961 to 1999. Under a high emissions scenario this number could be as high as 63 95-degree days. As the atmosphere warms, evaporation increases causing a rise in humidity as well, making the higher temperatures feel even hotter. Hotter temperatures and increased humidity will intensify health impacts on residents, especially those with higher vulnerability to extreme heat including children, the elderly, individuals with underlying health issues, socioeconomically disadvantaged individuals, and the unhoused.

In recent decades, St. Lucie County has experienced rapid population growth. Between 2000 and 2010, it was among the fastest-growing counties in the U.S., gaining more than 80,000 new residents in that decade. The rate of growth has not slowed down in recent years with an estimated 13% growth between 2020 and 2023. This growth equates to more urbanization throughout the county to accommodate new residents. As the urban areas grow and new ones develop, more people are exposed to higher temperatures due to the urban heat island effect. This trend will likely continue and worsen the public health impacts of extreme heat.

EXTREME COLD

As climate patterns continue to change, long-term projections indicate that extreme heat will become more frequent while the overall likelihood of sustained extreme cold temperatures in St. Lucie County may decline. Under both low- and high-emission scenarios, the number of days with a minimum temperature below 32°F is projected to drop to less than once per year on average by 2050, compared with approximately two days per year between 1961 and 1990. However, recent events demonstrate that damaging cold outbreaks remain possible. In January 2026, a widespread Arctic air outbreak affected much of Florida and resulted in significant agricultural losses estimated at more than $3 billion statewide. Although St. Lucie County experienced more limited direct impacts, the event underscores that occasional winter freeze events can still occur and may produce significant regional economic impacts even as long-term trends point toward fewer cold extremes.

Vulnerability Assessment

EXTREME HEAT

Extreme heat is currently a low-probability, medium-consequent risk for St. Lucie County, Port St. Lucie, Fort Pierce, and St. Lucie Village, but the risk is growing due to the changes in weather patterns across time. The primary vulnerability from extreme heat is to the health of St. Lucie County residents. Extreme heat impacts at-risk populations most acutely, including socioeconomically disadvantaged populations, individuals with disabilities and chronic illnesses, elderly, youth, and unhoused populations. The Center for Disease Control's Social Vulnerability Index shows Fort Pierce as having the highest level of social vulnerability in the county. Laborers that work outside during the hottest hours of the day are also at risk of developing heat stress.

EXTREME COLD

Extreme cold is currently a low-probability, high-consequent risk for St. Lucie County, Port St. Lucie, Fort Pierce, and St. Lucie Village. The primary vulnerabilities from extreme cold are icy roads disrupting transportation, agricultural losses due to freezing, and at-risk populations experiencing hypothermia or frostbite.

If roads are covered with ice or frost, even for a fairly short period of time it could lead to vehicular accidents and blocked roadways. This could disrupt emergency response operations in the county, commuters driving to work, and deliveries from other parts of the region.

A hard freeze can cause devastating losses for farms in St. Lucie County. In 2010 alone there were over $3.5 million in agricultural losses due to extreme cold. Colder or longer lasting storms could cause worse losses in the agricultural sector in St. Lucie County.

Similar to extreme heat, at-risk populations in St. Lucie County are at higher risk of injury during extreme cold events. The elderly population is vulnerable due to their bodies losing heat faster than children or adults. Elderly with chronic health conditions or persons with comorbidities and/or lower immune systems are susceptible to getting colds, which can rapidly worsen and turn into pneumonia. Socioeconomically disadvantaged populations face many of the same vulnerabilities. If homes do not have adequate heating and insulation, those residents will be more vulnerable to impacts from winter weather and freezing temperatures. Last, the unhoused community is extremely vulnerable to winter weather conditions, especially freezing temperatures.

IMPACTS ON ASSETS

Table 38: Consequence Analysis

Sector	Consequence
Public	• **Extreme Heat:** At-risk populations, including socioeconomically disadvantaged populations, individuals with disabilities and chronic illnesses, elderly, youth, and unhoused populations, are at risk of developing heat stress. Laborers, including construction workers and agricultural laborers, could develop heat stress illnesses if not properly hydrated and rested. • **Extreme Cold:** Similar to extreme heat, at-risk populations, including socioeconomically disadvantaged populations, individuals with disabilities and chronic illnesses, elderly, youth, and unhoused populations, are at risk of developing frostbite or hypothermia. Car accidents are possible if roads become icy.
First Responders	• **Extreme Heat:** Under a prolonged extreme heat event there may be an increase in 9-1-1 calls for heat stress. This could overload the emergency response system for the County. Also, first responders could be at risk of over-exertion in the heat. • **Extreme Cold:** There will likely be increased 9-1-1 calls, especially for traffic accidents if the roads are icy. First responders themselves are vulnerable to traffic accidents while responding.
Property, Facility, and Infrastructure	• **Extreme Heat:** HVAC systems will be under slightly higher stress than usual in order to maintain comfortable temperatures during an extreme heat event. This can increase the risk of utility failure and energy infrastructure disruption. • **Extreme Cold:** Roads could become iced over damaging transportation infrastructure. Electrical transmission lines could be downed or damaged from ice as well. Depending on how long and severe the extreme cold event is, pipes could freeze and burst damaging water supply infrastructure.
Environment	• **Extreme Heat:** Prolonged extreme heat can exacerbate drought or wildfire conditions in the County. • **Extreme Cold:** There is the potential for trees to fall from ice accumulation on branches.
Economic Conditions	• **Extreme Heat:** Some crops require specific temperature ranges in order to grow effectively. Extreme heat can disrupt the growth and sale of these crops. • **Extreme Cold:** Millions of dollars of agricultural crops can be lost during an extreme cold event, reducing profits for farmers and tax revenue for the County. Damaged infrastructure like roads and power lines would result in costs for repairs.
Public Confidence	• **Extreme Heat:** If people become ill and/or die from exposure to extreme heat, local communities may believe the government is not doing all that it can to help those in need, especially if a cooling shelter was not open or available. • **Extreme Cold:** If the continuity of operations for the County and local governments is broken, local residents may lose confidence in the ability of government to handle disaster situations.

IMPACT ON COMMUNITY LIFELINES

FEMA's community lifelines are shown in Figure 37. They can be affected by extreme temperatures in the following ways.

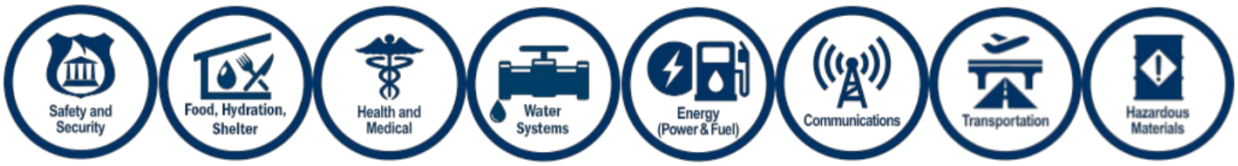

Figure 37: Federal Emergency Management Agency Community Lifelines

EXTREME HEAT

- **Safety and Security:** First responders may face unsafe conditions due to extreme heat or suffer from heat stress while working. This could reduce response time to 9-1-1 calls.
- **Food, Hydration, and Shelter:** Residents and tourists may not hydrate enough during extreme heat events leading to dehydration. If people's shelter does not have air conditioning it could contribute to heat exposure.
- **Health and Medical:** More people will be seeking medical care for heat-related illnesses including heat cramps, dehydration, heat exhaustion, and heat stroke. This could overwhelm the medical system under worst case conditions.
- **Water Systems:** Extreme heat can exacerbate drought conditions leading to a lack of potable water in the County.
- **Energy (Power and Fuel):** HVAC systems across the County will be running a high level to maintain a comfortable temperature in buildings. This extra power output could stress the electrical system causing an outage in the worst-case scenario.
- **Communications:** There may be a higher volume of 9-1-1 calls than usual due to health impacts from the heat. This could lead to longer wait times to be connected to an operator and slower emergency response.
- **Transportation:** It is unlikely that extreme heat will impact transportation.
- **Hazardous Materials:** It is unlikely that extreme heat will impact hazardous materials.

EXTREME COLD

- **Safety and Security:** Icy roads could make emergency response from law enforcement or fire services difficult. Traffic accidents could block primary routes through the County and emergency vehicles themselves might be in danger while in transit.
- **Food, Hydration, and Shelter:** Transport of food and water could be halted while roads are icy and dangerous to travel on. Agricultural crops may be damaged or destroyed because of cold temperatures. If pipes freeze and burst some facilities may not have access to potable water.

- **Health and Medical:** Vulnerable population may be exposed to injury or death from hypothermia and frostbite, requiring medical attention. Emergency medical services might be hampered by icy roads and accidents on primary routes through the County.
- **Water Systems:** If the temperature gets cold enough for an extended period of time then pipes could freeze and burst, damaging the water infrastructure in the County.
- **Energy (Power and Fuel):** Ice on electrical lines and downed trees could cause power outages. Those that use propane for fuel may not be able to refill their tanks if the roads are impassible.
- **Communications:** There may be a higher volume of 9-1-1 calls than usual due to accidents and health impacts from the cold and ice. This could lead to longer wait times to be connected to an operator and slower emergency response.
- **Transportation:** Major roads across the County could be inaccessible if they are iced over. Accidents caused by the ice could cause extended transportation delays even after temperatures have risen.
- **Hazardous Materials:** Hazardous materials being transported by vehicle are at a heightened risk of spilling from an accident.

IMPACTS DUE TO CHANGES IN DEVELOPMENT

As the population and the built environment grow in St. Lucie County, more people, infrastructure and facilities are exposed to extreme heat and extreme cold events. St. Lucie County has grown by an estimated 44,000 residents (13%) since 2020. That means more roads to accommodate these residents and more buildings and facilities to house and serve them. This development increases temperatures through the urban heat island effect. An example includes the North St. Lucie County Towns, Villages & Countryside (TVC) Special Area which will allows up to 37,500 dwelling units, 5,000,000 sq ft of commercial/retail, and 464 acres of industrial use within the TVC designation.

This growth also puts more infrastructure, primarily roads and powerlines, at risk of impact from ice. With more residents and more miles of road throughout the county, there is a higher chance of damage to the roads that require maintenance and accidents on the road due to icy conditions. This is true for energy infrastructure as well. More powerlines will need to be installed to serve new developments. These powerlines can be disrupted by ice or damaged by falling trees cutting off residents from needed power.

IMPACTS ON POPULATIONS OF FOCUS

For both extreme heat and extreme cold events, certain groups and areas in St. Lucie County, Port St. Lucie, Fort Pierce, and St. Lucie Village are at heightened risk in impact, injury, and death. The elderly, socioeconomically disadvantaged populations, and unhoused individuals are all at higher risk than most to health impacts from extreme temperatures. This could be because of underlying health conditions, lack of shelter, or not enough financial resources to protect themselves. These populations make up a significant part of St. Lucie County. Almost a quarter of the population is over 65 years old and 11.4% are under the poverty line. According to the Treasure Coast Homeless Services Council there were 175 homeless individuals in St. Lucie County as of their last point in time survey on February 20, 2025. These

individuals need extra support during extreme temperature events in order to avoid the impacts of heat- and cold-related illness.

Flooding

Definition

Flooding is one of the most frequent and costly natural hazards affecting communities across the United States. It occurs when water temporarily submerges normally dry land due to excessive rainfall, storm surge, or infrastructure failure, such as a dam or levee breach. According to the Federal Emergency Management Agency, floods are the most widespread of all weather-related disasters, impacting more people and property annually than any other hazard.[38] Flood events can develop slowly over days as rivers and streams overflow their banks, or rapidly in the case of flash floods caused by intense rainfall. Coastal flooding, on the other hand, is typically driven by tropical storms, hurricanes, or high tides that push seawater inland.

Inland flooding results primarily from heavy precipitation and saturated soils that exceed the capacity of natural or engineered drainage systems. Urbanization can intensify flooding by increasing impervious surfaces, such as roads, parking lots, and rooftops, which limit infiltration and accelerate runoff. When stormwater systems become overwhelmed, flash flooding can occur even in areas far from major water bodies. Coastal areas face additional threats from storm surge and tidal flooding, both of which are expected to increase with rising sea levels.[39] These combined factors make flooding a dynamic hazard that affects both inland and coastal communities, often leading to significant damage to homes, infrastructure, agriculture, and critical facilities.

The impacts of flooding extend beyond physical destruction. Flood events can disrupt transportation networks, utilities, and public health services, leading to cascading effects on local economies and community well-being. Prolonged flooding can also increase exposure to waterborne diseases, contaminate drinking water supplies, and generate hazardous debris and waste. The degree of flooding's impact depends on storm intensity, land use, elevation, and the effectiveness of mitigation measures, such as levees, retention basins, and zoning regulations.[40]

Location and Extent

Flooding can impact all areas of St. Lucie County, but the severity and type of flooding vary widely across jurisdictions based on geography, development patterns, and proximity to water bodies. Coastal and low-lying areas, particularly Fort Pierce and portions of Port St. Lucie near the St. Lucie River and Indian River Lagoon, are more susceptible to tidal, storm surge, and rainfall-driven flooding. In these urbanized zones,

[38] Federal Emergency Management Agency. (2023). *Flood hazard mapping and mitigation overview.* U.S. Department of Homeland Security.
[39] National Oceanic and Atmospheric Administration. (2024). *Flooding: Causes and impacts.* U.S. Department of Commerce.
[40] U.S. Geological Survey. (2023). *Floods: Overview of flood hazards and hydrology.* U.S. Department of the Interior.

extensive impervious surfaces increase runoff, often overwhelming drainage systems during heavy rain or tropical storm events. Inland and rural areas of the county, including St. Lucie Village and the agricultural regions west of I-95, face distinct challenges from riverine and flash flooding. Although these regions may experience less frequent inundation, limited stormwater infrastructure and longer distances from emergency services can prolong recovery efforts when flooding does occur.

Flooding in the county may be compounded by sea-level rise and more intense rainfall patterns, which increase the likelihood of both chronic nuisance flooding and extreme events. The diversity of local topography and development across St. Lucie County means that each jurisdiction experiences different forms of vulnerability, from urban drainage issues to tidal backflow and groundwater intrusion.

Table 39: Types of Flooding in St. Lucie County[41]

Classification	Geographic Impact
Extreme Rainfall	The increased intensity and duration of precipitation events that often lead to severe flash flooding in low-lying areas
Sea Level Rise	The gradual expansion and rise in the level of the world's oceans due to increased atmospheric and water temperatures and the melting of ice caps.
High Tide Flooding	A consequence of rising sea levels involves the recurrent inundation of low-lying areas by tidal waters during high tide events.
Storm Surge	An abnormal rise of seawater levels during a storm, caused by intense, sustained onshore winds and low atmospheric pressure during extreme weather events.
Compound Flooding	Occurs when multiple causes of flooding coincide simultaneously or subsequently in a short period, such as tidal, storm surge, and rainfall-induced flooding, intensified by rising sea levels.

EXTENT

The extent of flooding refers to the geographic area and severity of inundation that occurs during a flood event, typically defined by statistical recurrence intervals, such as the 100-year and 500-year flood events. A 100-year flood represents a flood event that has a 1% chance of occurring in a given year, while a 500-year flood has a 0.2% annual chance of occurrence. These probabilities are based on historical hydrologic data and modeling, not on fixed calendar periods, meaning that multiple "100-year" floods can occur in a few years. The extent of flooding for each category depends on factors, such as rainfall intensity, watershed size, topography, soil saturation, and the presence of stormwater infrastructure or levee systems.

In St. Lucie County, areas in the 100-year floodplain, identified by FEMA's Flood Insurance Rate Maps (FIRMs), are considered at high risk of inundation during heavy rainfall, storm surge, or river overflow events. These areas include portions of Fort Pierce, Port St. Lucie, and low-lying coastal zones along the

[41] St. Lucie County, City of Port St. Lucie, City of Fort Pierce, and St. Lucie Village, St. Lucie County regional resilience vulnerability assessment: Final report, June 2025.

Indian River Lagoon, where flooding can disrupt transportation, damage property, and threaten public safety.

500-year flood zones represent moderate- to low-risk areas that may only experience flooding under extreme or compounding conditions, such as prolonged rainfall combined with tropical storm surge. Although less frequent, 500-year floods can cause catastrophic damage from the large volume of water and the unpreparedness of infrastructure not designed for such rare events.[42]

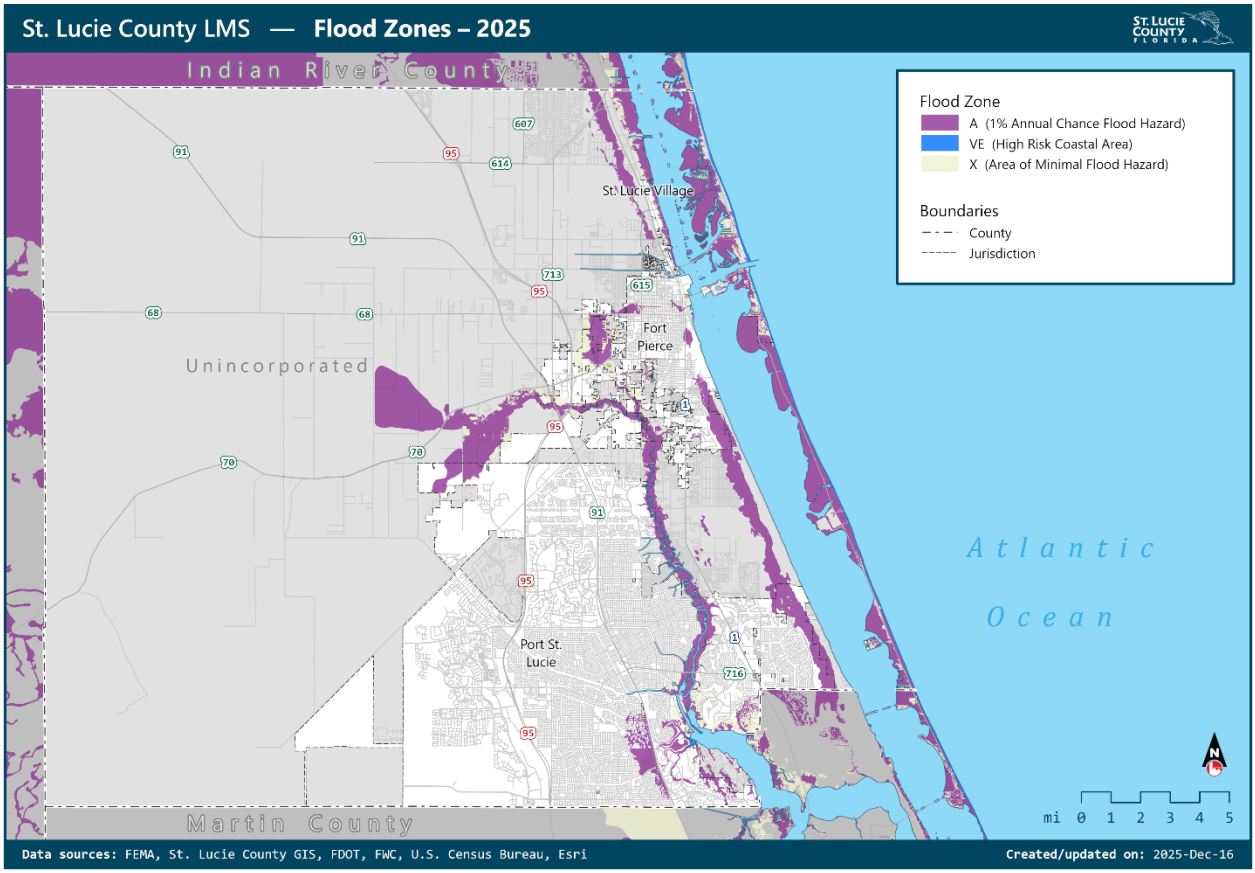

Figure 38: 100- and 500-Year Flood Classification for St. Lucie County

The extent and impact of 100- and 500-year floods are also influenced by ongoing development and changing precipitation patterns. Urbanization increases impervious surfaces, which heightens runoff and expands the flood footprint beyond mapped boundaries. The following map shows the extent of flooding in St. Lucie County.

JURISDICTIONAL IMPACTS

Flooding represents a significant natural hazard capable of disrupting daily life, damaging infrastructure, and straining emergency and recovery systems across St. Lucie County and its jurisdictions. Floodwaters

[42] National Oceanic and Atmospheric Administration. (2024). *Flood frequency and risk assessment.* U.S. Department of Commerce.

can arise from heavy rainfall, tropical storms, hurricanes, or storm surge, spreading rapidly in low-lying and coastal areas. The county's diverse geography, ranging from coastal zones along the Indian River Lagoon to inland neighborhoods and rural lands, means the impacts of flooding vary considerably by jurisdiction. Densely developed cities, such as Port St. Lucie and Fort Pierce face high exposure due to impervious surfaces and drainage limitations, while smaller communities like St. Lucie Village must contend with reduced access to emergency support and longer recovery periods. Table 40 summarizes potential flood-related impacts across the county's jurisdictions.

Table 40: Impacts of Flooding, by Jurisdiction

Jurisdiction	Impacts
St. Lucie County	Countywide flooding can overwhelm stormwater systems, inundate transportation corridors, and damage public facilities. Repeated events strain public works and emergency management resources, disrupt schools and businesses, and increase costs associated with debris removal and infrastructure repair. Economically, flood damage reduces productivity, impairs access to employment centers, and raises insurance and mitigation expenditures. Social impacts include temporary displacement, mental-health stress, and heightened demand for community assistance programs.
City of Port St. Lucie	As the county's largest and fastest-growing municipality, Port St. Lucie is highly vulnerable to flash flooding and drainage system overloads during heavy rain or tropical systems. Residential areas built on low-lying terrain near canals and retention ponds may experience recurring street and yard flooding. Prolonged flooding can close roadways, isolate neighborhoods, and delay emergency response. Economic losses often stem from property damage, business interruptions, and the cost of restoring public utilities and transportation networks.
City of Fort Pierce	Fort Pierce faces flooding from both coastal surge and inland rainfall, particularly in older neighborhoods with limited stormwater capacity. Flooding can disrupt port operations, tourism, and the city's downtown economy. Low-elevation areas near the Indian River Lagoon are especially susceptible to tidal flooding during hurricanes and king-tide events. Long-term recovery challenges include damage to critical infrastructure, erosion of shoreline protection features, and increased maintenance costs for drainage systems.
Town of St. Lucie Village	The town's proximity to the Indian River Lagoon and limited elevation make it vulnerable to tidal and rainfall-induced flooding. Although the community's small size may reduce widespread damage, limited stormwater infrastructure and reliance on county and state assistance prolong recovery. Flooding can restrict mobility, disrupt essential deliveries, and impact private wells and septic systems.

NATIONAL RISK INDEX

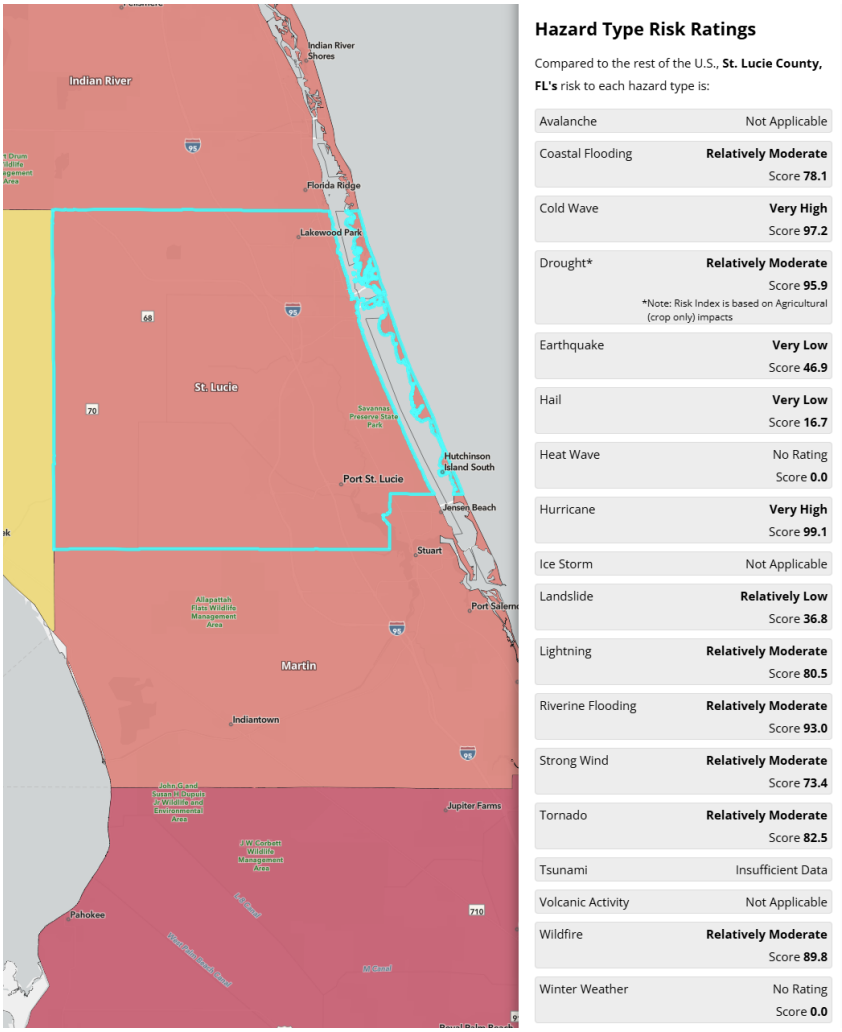

Figure 39: National Risk Index for Riverine Flooding

According to the NRI, St. Lucie County faces relatively moderate risk from both coastal flooding and riverine flooding, though these scores place the county well above national averages. The coastal flooding score of 78.1 reflects vulnerability along the Indian River Lagoon and barrier island areas, where storm surge and sea-level rise contribute to recurring inundation. These events can threaten homes, transportation corridors, and utilities, particularly during hurricanes or high-tide cycles.

The riverine flooding score of 93.0 indicates even greater concern for inland flooding from intense rainfall and drainage system overloads. Low-lying neighborhoods, canal networks, and areas adjacent to the St. Lucie River are particularly at risk during prolonged rain events or tropical systems. Together, these scores suggest that while the county's coastal zones face periodic tidal flooding, inland areas may experience more widespread and damaging events linked to heavy rainfall.

Magnitude and Severity

Flooding can have widespread and long-lasting impacts across St. Lucie County, disrupting transportation networks, damaging infrastructure, and affecting both public safety and economic stability. The magnitude of flood events depends on rainfall intensity, storm surge levels, drainage capacity, and the effectiveness of flood-control measures. During major tropical systems or prolonged heavy rains, large portions of the county, particularly low-lying and coastal areas, can experience significant inundation. These events may isolate neighborhoods, close major roadways, such as U.S. Highway 1 and I-95, and damage residential, commercial, and public properties. Flood severity can range from minor street flooding to extensive, countywide inundation that impacts thousands of structures. Coastal flooding from hurricanes and king tides can erode shorelines, overtop seawalls, and threaten utilities, while riverine flooding along the St. Lucie River and canal systems can cause prolonged standing water that delays recovery. The secondary effects of flooding often include power outages, contamination of drinking-water supplies, mold growth, and disruptions to emergency response operations. Extended flooding can also affect the local economy by halting tourism, slowing port operations, and reducing access to businesses.

Besides direct physical damage, floods can strain social and public health systems, particularly among residents in low-lying or mobile-home communities. Mental-health impacts, displacement stress, and economic losses may persist long after the waters recede. As development continues and extreme-weather events become more frequent, flooding remains one of the most significant and recurring hazards facing St. Lucie County. Proactive mitigation measures, including improved stormwater management, coastal reinforcement, and community education, are essential to reduce future risk and enhance resilience across all jurisdictions.

Historic Events

The following provides a synopsis of flooding events that have occurred within St. Lucie County.

Hurricane of September 1933: The 1933 Treasure Coast Hurricane formed east-northeast of the Leeward Islands on August 31 and attained maximum sustained winds of at least 140 miles per hour, making landfall near the border of Palm Beach and Martin Counties as a strong Category 3 hurricane. Buildings were blown off their foundations, and citrus groves were devastated. Stuart, Jupiter, and Fort Pierce were heavily damaged.

Flood of 1947: This Flood is generally considered the most severe Flood recorded in southern Florida. Heavy rainfall, including the rains from two hurricanes, occurred over a period of 5 months. Certain areas of St. Lucie County were flooded for months, and there was extensive damage to agriculture in general. Such a flooding event would be much more significant today because of the increase in land development along the eastern side of the County.

Flood of 1953: As occurred in 1947, this Flood was preceded by 5 months of heavier than normal rainfall, which included a tropical storm in October. June through October rainfall was approximately 48 inches. Damage was heaviest in the beef cattle industry, with extensive losses of improved pastureland, which

required supplemental feeding of cattle. Vegetable growers and dairy farmers also suffered significant losses as a result of this flood.

Flood of September 20–22, 1985: This incident affected large areas of St. Lucie County. Over a four-day period, 14 inches of rain were recorded in the City of Fort Pierce, with about half falling during a seven-hour period over the night of September 20, 1985. Flooding of streets and houses was widespread, especially in the central area around Five-mile and Ten-mile Creeks, where large numbers of residents were evacuated from their homes.

Since 1995, the National Centers for Environmental Information (NCEI) Storm Event database has recorded 26 flooding events in St. Lucie County and its jurisdictions. Table 41 provides an overview of each of these events.

Table 41: Historical Flooding Events in St. Lucie County[43]

Date	Location	Type	Fatalities	Injuries	Property Damage	Crop Damage	Description
10/17/1995	Port St. Lucie	Flood	0	0	$4,000,000	$0	An estimated 13 inches of rain fell in the county, flooding 12 homes and most roadways in the southern part of the County.
8/12/1998	St. Lucie County	Flood	0	0	$0	$0	Heavy thunderstorm rains flooded streets and U. S. Highway 1 in Port St. Lucie.
9/25/2003	St. Lucie County	Flash Flood	0	0	$20,000	$0	About six inches of rain fell in the Port St. Lucie area flooding major roadways and stalling cars.
9/4/2004	St. Lucie County	Flash Flood	0	0	$0	$0	From 4 to 8 inches of heavy rain from Hurricane Frances produced widespread flooding of roads, residences and businesses mainly in the coastal communities.
9/5/2004	St. Lucie (Zone)	Storm Surge/ Tide	0	0	$0	$0	Hurricane Frances made landfall at about high tide, after midnight on the 5th. The highest surges occurred south of Ft. Pierce Inlet. This was associated with the inner eye wall band as it was blowing normal to the coast. Surge levels ran from 3 to 4 feet from Cape Canaveral, north through Volusia County. Surge levels ran from near 6 feet south of Cape Canaveral to near 8 feet in Ft. Pierce. The surge was less over Martin County, although there was a strong longshore current and considerable beach erosion.

[43] NCEI. "Storm Events Database." https://www.ncei.noaa.gov/stormevents/listevents.jsp?eventType=%28Z%29+Coastal+Flood&eventType=%28C%29+Flash+Flood&eventType=%28Z%29+Flood&eventType=%28Z%29+Storm+Surge%2FTide&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1996&endDate_mm=05&endDate_dd=31&endDate_yyyy=2025&county=ST.%2BLUCIE%3A111&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLORIDA.

Date	Location	Type	Fatalities	Injuries	Property Damage	Crop Damage	Description
9/25/2004	St. Lucie (Zone)	Storm Surge/ Tide	0	0	$0	$0	The greatest storm tides occurred between Brevard and St. Lucie Counties, to the right of the landfalling eye wall. Initial estimates of storm tides range from 6 feet in Volusia County to around 10 feet in St Lucie county, and about 8 feet in Martin County. Damage would have been greater except that Jeanne came ashore mainly during a low tide. At the next high tide strong wind and rain bands were still hitting Volusia County from the east. Hardest hit was the town of New Smyrna Beach where much of the sand east of the town's seawall was removed.
8/19/2008	St. Lucie County	Flood	0	0	$67,000,000	$20,000,000	Tropical Storm Fay came on shore in southwest Florida, moving north northeast toward Lake Okeechobee. By the early morning of August 20th Tropical Storm Fay had moved to southern Brevard County producing rainfall amounts ranging from 10 to 15 inches in Martin, Saint Lucie, Okeechobee, and Indian River counties. Okeechobee reported 69 homes damaged by flood waters and a total of $1.2 million. Indian River and St. Lucie counties reported a combined loss in citrus of $10 million. One indirect fatality occurred in Indian River County when a car hydroplaned and crashed.
12/17/2009	St. Lucie County	Flood	0	0	$0	$0	Numerous bands of heavy showers and isolated thunderstorms trained over interior portions of St. Lucie County from late afternoon until well into the evening, producing over 12 inches of rain in less than 24 hours. Temporary roadway and lowland flooding resulted, but no structures were damaged.

Date	Location	Type	Fatalities	Injuries	Property Damage	Crop Damage	Description
8/27/2012	St. Lucie County	Flood	0	0	$20,000	$0	Persistent heavy rainbands from Tropical Storm Isaac produced widespread urban and lowland flooding across much of the county. Rainfall from the morning of August 26 until the evening of August 27 averaged 5 to 10 inches, with isolated totals of 12 to 14 inches, most of which fell during the morning and afternoon of August 27. The most significant impacts occurred near the coast, from Lakewood Park to Fort Pierce, White City, and Port St. Lucie. Numerous roads were temporarily closed due to standing water.
10/27/2012	St. Lucie (Zone)	Coastal Flood	0	0	$4,200,000	$0	Hurricane Sandy moved slowly northwest, parallel to the Florida coast, 200–250 miles offshore. Due to the very expansive wind fields associated with the hurricane, sustained tropical storm winds reached the east-central Florida beaches and adjacent portions of the barrier islands. Moderate to major beach erosion was sustained in St. Lucie County. Sand over-washed two beach access parking areas and erosion damaged the foundation of a pump station.
1/9/2014	St. Lucie County	Flood	0	0	$20,000	$0	A cluster of showers and isolated thunderstorms moved very slowly down the coast of St. Lucie and Martin Counties during the afternoon and early evening. Twenty-four hour rainfall totals reached 8–12 inches across much of the coastal portion of the counties, with most the rain falling in a period of 6-hours or less. Flooding of many roadways occurred, stranding vehicles. Drainage canals overflowed and

Date	Location	Type	Fatalities	Injuries	Property Damage	Crop Damage	Description
							standing water reached a foot in many locations and was slow to recede.
2/28/2015	St. Lucie County	Flood	0	0	$0	$0	A combination of CoCoRaHS, ham radio, and public reports indicated 3 to 6 inches of rain fell across southeastern St. Lucie County, with most of the rain falling in a 6-hour or less period. Flooding closed many primary and secondary roadways, stranding and submerging many vehicles. Drainage canals and creeks overflowed. Although high water surrounded many subdivisions, businesses and homes, no water was reported to have entered any homes or businesses.
5/17/2016	St. Lucie County	Flood	0	0	$50,000	$0	Persistent thunderstorms produced extremely heavy rain in a short time period from southern areas of Ft. Pierce northward to beyond the Indian River County line. Numerous roads were closed due to high water and several cars were flooded. Standing water remained high in many neighborhoods for over 24 hours. The Ft. Pierce ASOS (KFPR) recorded a record 9.85 inches for the day, and 8.53 inches accumulated in four hours (1300–1700 LST).
10/6/2016	St. Lucie County	Flood	0	0	$0	$0	Rainbands associated with Hurricane Matthew produced rainfall totals between 3 and 4 inches, resulting in areas of mostly minor urban and poor drainage flooding. Several roadways were impacted by significant ponding.
10/6/2016	St. Lucie (Zone)	Storm Surge/ Tide	0	0	$0	$0	As Hurricane Matthew passed offshore, the beaches experienced minor to moderate erosion and a

Date	Location	Type	Fatalities	Injuries	Property Damage	Crop Damage	Description
							significant wave run-up to dunes and berms due to an estimated 2–3 foot storm surge.
9/10/2017	St. Lucie County	Flash Flood	0	0	$30,000,000	$0	Prior to the direct impacts from approaching Hurricane Irma, rain bands streamed onshore from the Atlantic and produced between 6 and 11 inches of rain in less than 4 hours during the very early morning hours, affecting much of Ft. Pierce. A Weather Underground site measured 10.46 inches. Numerous roadways quickly flooded and became impassible, with nearly 4 feet of standing water in front of the Ft. Pierce Police Station on US Highway 1. Water breached several homes, including on El Rancho Drive and near 25th Street and Virginia Avenue. One family needed to be rescued from their flooded home due to rising water.
9/10/2017	St. Lucie (Zone)	Storm Surge/ Tide	0	0	$0	$0	As Hurricane Irma moved northward over west-central Florida, the St. Lucie County beaches experienced moderate to major erosion and wave run-up due to an estimated 2–3 foot storm surge. Similar water level rises occurred in the intracoastal waterway, which combined with wave action to produce mostly minor damage to docks, primarily along the western shores of the river.
9/10/2017	St. Lucie County	Flood	0	0	$0	$0	Rainbands associated with Hurricane Irma produced rainfall totals of 8–12 inches, flooding urban areas and places with and poor drainage. Many roadways had significant levels of standing water, and many retention ponds reached capacity or overflowed. More significant (flash) flooding occurred farther

Date	Location	Type	Fatalities	Injuries	Property Damage	Crop Damage	Description
							north across the county, including Ft. Pierce (see separate flash flood entry).
9/3/2019	St. Lucie (Zone)	Storm Surge/ Tide	0	0	$0	$0	As Hurricane Dorian moved northwest parallel to the east central Florida coast, the Saint Lucie County beaches experienced varying degrees of beach erosion, with moderate to major beach erosion in some areas, due to an estimated 2 foot above ground level storm surge. The strong onshore winds and large swells over two high tide cycles contributed to the surge. Similar water level rises occurred in the Indian River Lagoon system.
9/21/2020	St. Lucie (Zone)	Coastal Flood	0	0	$0	$0	Minor to locally moderate coastal flooding occurred near the times of high tide. The greatest impacts were reported near Ft. Pierce Inlet, where the boat launch was closed due to missing planks on a dock and some washouts nearby. In addition, the earthen berms surrounding several mosquito impoundments along both sides of the Indian River suffered minor erosion from over wash. Beach erosion was mainly minor, except locally moderate along portions of Ft. Pierce Beach, where about 30 feet of beachfront was lost.
11/6/2021	St. Lucie (Zone)	Coastal Flood	0	0	$0	$0	Coastal flooding occurred along the Saint Lucie County coast after strong northeast winds and large breaking surf persisted for seven consecutive high tide cycles from November 6–9. The strong winds occurred in conjunction with the highest astronomical tides of the year, with the greatest total water levels observed on November 7–8. Saint Lucie County Emergency Management and local beach

Date	Location	Type	Fatalities	Injuries	Property Damage	Crop Damage	Description
							patrol reported minor beach erosion. Significant water run-up occurred toward the dunes at many county beaches.
11/21/2021	St. Lucie County	Flash Flood	0	0	$5,000	$0	Extreme rainfall, with totals of 6–12 inches fell in less than 12 hours, with much of the rain occurring in less than 6-hours. Numerous roadways in Port St. Lucie, White City and adjacent Ft. Pierce South experienced rapid inundation, resulting in stalled cars and blocked roads. Numerous roads were closed with water approaching several homes. Water accumulated to heights of 2.5 to 3 feet near Kitterman Road and U.S. Highway 1 (Port St. Lucie) and Gopher Ridge Road (White City). The highest rain measurement was 11.40 inches from a Weather Underground mesonet site located 4 miles north of Port St. Lucie.
9/27/2022	St. Lucie County	Flood	0	0	$0	$0	Heavy rain embedded in the outer bands ahead of Hurricane Ian produced widespread rainfall totals of 4 to 8 inches across St. Lucie County, resulting in sporadic reports of street, urban, and poor drainage flooding. Several roadways were impacted by significant levels of standing water and many retention ponds reached capacity or overflowed. Emergency management officials indicated minimal damage to residential and business structures.
9/29/2022	Coastal St. Lucie (Zone)	Storm Surge/ Tide	0	0	$0	$0	Persistent onshore flow ahead of and during Ian led to water level rises of 1 to 2 feet along the St. Lucie County coastline. Moderate to severe beach erosion was sustained across the county.

Date	Location	Type	Fatalities	Injuries	Property Damage	Crop Damage	Description
11/9/2022	Coastal St. Lucie (Zone)	Storm Surge/ Tide	0	0	$0	$0	Persistent onshore flow ahead of and during Nicole led to water level rises of 3 to 5 feet along the St. Lucie County coastline. Moderate to severe beach erosion along already weakened dunes left behind in the wake of Hurricane Ian led to additional failures of structures along the coastline, namely dunes and beach access crossovers. Elevated water levels of up to 2 to 4 feet and wave action along the intracoastal waters resulted in street flooding along the riverfront and damage to some boat docks and marinas in the county.
10/9/2024	St. Lucie County	Flash Flood	0	0	$0	$0	The rainbands of Hurricane Milton produced very heavy rainfall rates over a 3-hour period, between 1400 EST and 1700 EST that resulted in substantial flooding in portions of northeast St. Lucie County. Rainfall totals from the system ranged between 2 to 4 inches in the western part of the county, to as much as 6 to 8 inches in the eastern part of the county. Several roads were made impassable due to standing water issues, up to 3 feet in some areas. The Treasure Coast International Airport recorded 4.46 inches of rain on Oct 9, a new daily record rainfall for the site. Damage to property and county infrastructure was minimal.

FEMA DISASTER DECLARATIONS

St. Lucie County has received multiple FEMA disaster declarations related to flooding events over the past several decades, most of which were tied to major tropical storms and hurricanes that caused widespread inundation, storm surge, and inland flooding. One of the most significant was FEMA Disaster Declaration 4337-DR-FL (Hurricane Irma, 2017), which brought heavy rainfall and storm surge that caused extensive flooding across residential areas, roadways, and drainage systems throughout the county. Federal assistance supported debris removal, infrastructure repair, and mitigation projects to strengthen stormwater management and protect critical facilities from future flood impacts.

In FEMA Disaster Declaration 4283-DR-FL (Hurricane Matthew, 2016), portions of coastal St. Lucie County, including Fort Pierce and barrier island communities, experienced localized flooding and beach erosion from high surf and surge. Federal aid under the Public Assistance Program helped restore coastal infrastructure and reinforced flood-control structures. More recently, the county was included in FEMA Disaster Declaration 4673-DR-FL (Hurricane Ian, 2022) and 4680-DR-FL (Hurricane Nicole, 2022), both of which caused significant rainfall-induced flooding and property damage. These declarations provided funds for emergency protective measures, temporary housing, and hazard-mitigation initiatives aimed at reducing repetitive-loss flooding. Table 42 lists the disaster declarations for St. Lucie County.

Table 42: Disaster Declarations for Flooding for St. Lucie County

Year	Disaster Declaration	Type	Incident	Event
1965	DR-209-FL	DR	Hurricane	Hurricane Betsy
1996	DR-1074-FL	DR	Flood	Severe Flooding
1999	EM-3143-FL	EM	Hurricane	Hurricane Floyd Emergency Declarations
1999	DR-1300-FL	DR	Hurricane	Hurricane Floyd Major Disaster Declarations
2000	EM-3150-FL	EM	Hurricane	Tropical Storm Irene – Florida
2000	DR-1306-FL	DR	Hurricane	Fl-Hurricane Irene-Dr-Req
2004	DR-1545-FL	DR	Hurricane	Hurricane Frances
2004	DR-1539-FL	DR	Hurricane	Tropical Storm Bonnie and Hurricane Charley
2004	DR-1561-FL	DR	Hurricane	Hurricane Jeanne
2004	DR-1551-FL	DR	Hurricane	Hurricane Ivan
2005	EM-3220-FL	EM	Hurricane	Hurricane Katrina Evacuation
2006	DR-1609-FL	DR	Hurricane	Hurricane Wilma
2013	DR-4084-FL	DR	Hurricane	Hurricane Isaac
2017	DR-4337-FL	DR	Hurricane	Hurricane Irma
2017	DR-4283-FL	DR	Hurricane	Hurricane Matthew

Year	Disaster Declaration	Type	Incident	Event
2017	EM-3385-FL	EM	Hurricane	Hurricane Irma
2017	EM-3377-FL	EM	Hurricane	Hurricane Matthew
2019	EM-3419-FL	EM	Hurricane	Hurricane Dorian
2020	DR-4468-FL	DR	Hurricane	Hurricane Dorian
2020	EM-3533-FL	EM	Hurricane	Hurricane Isaias
2022	DR-4673-FL	DR	Hurricane	Hurricane Ian
2022	EM-3584-FL	EM	Hurricane	Tropical Storm Ian
2023	DR-4680-FL	DR	Hurricane	Hurricane Nicole
2023	EM-3587-FL	EM	Tropical Storm	Tropical Storm Nicole
2024	DR-4834-FL	DR	Hurricane	Hurricane Milton

Probability of Future Conditions

Given ongoing urban development, coastal change, and climate variability, the likelihood of future flooding events in St. Lucie County is considered high. The county's location along Florida's Atlantic coast and its extensive network of canals, rivers, and low-lying neighborhoods make it especially vulnerable to both coastal and inland flooding. Heavy rainfall associated with tropical systems, king tides, and storm surge events can overwhelm drainage infrastructure and lead to prolonged inundation. As development continues in flood-prone areas and impervious surfaces increase, runoff is expected to intensify, compounding existing drainage challenges.

The region's connectivity through I-95, U.S. 1, and Florida's Turnpike, along with denser urbanized areas, such as Port St. Lucie and Fort Pierce, heightens the exposure of residents, businesses, and critical infrastructure to flood hazards. Coastal communities face additional risk from sea-level rise, which can exacerbate tidal flooding and saltwater intrusion into groundwater systems. Inland zones along the St. Lucie River and canal corridors are increasingly susceptible to heavy-rainfall flooding during hurricanes and seasonal storms.

Future flood impacts may also be influenced by changing rainfall patterns and more intense tropical activity. Continued coordination with the South Florida Water Management District, FEMA, and the Florida Division of Emergency Management will be essential to strengthen early-warning systems, update floodplain maps, and enhance local mitigation efforts. Long-term resilience will depend on sustained investment in stormwater infrastructure, coastal restoration, and community preparedness to reduce vulnerability and ensure that St. Lucie County remains adaptive to evolving flood risks. Table 43 provides an outline of flood zones within St. Lucie County that have structures and populace located within them.

Table 43: Flood Zones with Structures and Populace Located in St. Lucie County.

Flood Zone	Definition
Zone A	Areas subject to inundation by the 1-percent-annual-chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown.
Zone AE	Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. BFEs are shown within these zones.
Zone AH	Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are 1–3 feet. BFEs derived from detailed hydraulic analyses are shown in this zone.
Zone AO	Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are 1–3 feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone.
Zone VE	Areas along coasts subject to inundation by the 1-percent-annual-chance flood event with additional hazards due to storm-induced velocity wave action. BFEs derived from detailed hydraulic coastal analyses are shown within these zones.
Zone X	Moderate risk areas within the 0.2-percent-annual-chance floodplain, areas of 1 percent-annual-chance flooding where average depths are less than 1 foot, areas of 1 percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by a levee. No BFEs or base flood depths are shown within these zones.

Table 44 provides an overview of the structures and population contained within FEMA flood zones.

Table 44: Distribution of Structures and Population by FEMA Flood Zone[44]

Flood Zone	Total Number of Structures	Total Value of Structures	Replacement Value Structures	Total Population in Flood Zone
Zone A	490	$129,307,100.00	$245,000,000.00	1,176
Zone AE	7,580	$3,177,962,600.00	$6,152,535,593.60	25,675
Zone AH	1,569	$500,284,500.00	$968,550,792.00	4,642
Zone AO	146	$1,539,272,000.00	$2,980,030,592.00	7,601
Zone VE	98	$265,363,400.00	$513,743,542.40	1,339
Zone X	133,094	$34,360,351,435.00	$66,547,000,000.00	332,011
Total	**142,977**	**$39,972,541,035.00**	**$77,406,860,520.00**	**372,444**

[44] Source: St. Lucie County Planning Department & GIS 2026.

The majority of structures and population are located within Zone X. This zone contains 133,094 structures, which account for approximately 93% of the total structures within flood zones. This zone accounts for the largest share of total exposure due to its extensive development of structures. Among the SFHA (Zones A, AE, AH, AO, and VE), Zone AE represents the highest concentration of risk with 7,580 structures valued at approximately $3.18 billion and a population of 25,675. Zones AH and AO show a relatively high total and replacement values, indicating concentrated development and potentially higher per-structure exposure. Zone VE represents coastal high-hazard areas with elevated replacement values relative to their size.

Historical Flood Damage, NFIP Claims, and Repetitive Loss Review

As part of the flood hazard assessment, St. Lucie County, the City of Fort Pierce, and the City of Port St. Lucie, reviewed historical flood damage to buildings within their respective jurisdictions. This review was conducted to address Community Rating System Activity 510, Step 5(c).

The review included:

- The complete FEMA property-level list of properties that have received National Flood Insurance Program claim payments;
- Current repetitive loss and severe repetitive loss property information;
- FEMA Community Information System insurance and claims reports;
- Available local post-disaster damage assessment records;
- Known flood-prone streets, drainage problem areas, and other documented flooding locations; and
- The buildings located within each jurisdiction's defined repetitive loss areas.

Each jurisdiction reviewed every address on FEMA's flood insurance claims list located within its boundaries, not only properties classified as repetitive loss or severe repetitive loss. Claims locations were compared with regulatory flood hazard areas, locally identified flooding areas, repetitive loss areas, flood-prone streets, drainage problem areas, and the vulnerable structure inventory contained in this assessment. All buildings located within the defined repetitive loss areas were included in the flood vulnerability assessment.

Table 45: NFIP Participation and Claims Data by Jurisdiction

Jurisdiction	NFIP CID	CIS Data Date	Policies in Force	Insurance in Force	Closed Paid Losses	Amount of Closed Paid Losses
St. Lucie County	120285	02/22/2026	6023	$1,560,126,000	2216	$45,551,585.50

Jurisdiction	NFIP CID	CIS Data Date	Policies in Force	Insurance in Force	Closed Paid Losses	Amount of Closed Paid Losses
City of Ft. Pierce	120286	02/02/2026	2516	$600,455,000	1174	$32,771,969
City of Port St. Lucie	120287	01/02/2026	2584	$837,857,000	505	$2,033,132

Vulnerability Assessment

St. Lucie County's vulnerability to flooding is influenced by its geography, population density, infrastructure, and patterns of development. Low-lying coastal and inland areas, especially those adjacent to the St. Lucie River, Indian River Lagoon, and interconnected canal systems, face recurring flood threats from heavy rainfall, tropical storms, and storm surge. Populations living in coastal and riverfront zones, mobile home communities, and neighborhoods with inadequate drainage are at the greatest risk. Socioeconomic factors, such as limited income, lack of flood insurance, and dependence on low-elevation housing, exacerbate vulnerability for many households. Residents without access to vehicles or reliable transportation may also face challenges evacuating during severe flood events.

NATURAL FLOODPLAIN FUNCTIONS

St. Lucie County's floodplains perform essential natural functions that reduce flood risk while supporting ecological integrity and long-term community resilience. These floodplain areas include riverine corridors, coastal wetlands, estuaries, mangrove systems, freshwater marshes, and low-lying basins that naturally absorb, store, and convey floodwaters. Major systems, such as the St. Lucie River, North Fork and South Fork tributaries, Ten Mile Creek, and associated drainage canals play a critical role in moderating peak flows and reducing downstream flooding by temporarily storing excess water during high-intensity rainfall events.

Floodplain wetlands also play a significant role in protecting water quality. Sediments, nutrients, and pollutants are filtered as floodwaters pass through wetlands and riparian buffers before reaching sensitive receiving waters, such as the St. Lucie Estuary, Indian River Lagoon, and nearshore Atlantic waters. Preserved vegetated buffers along rivers, canals, and creeks help reduce nonpoint source pollution from urban runoff, agricultural activities, and transportation corridors, supporting both ecological health and regulatory water quality goals.

St. Lucie County's floodplains sustain diverse and productive ecosystems that provide habitat for fish, birds, and other wildlife. Coastal mangroves and estuarine systems serve as nurseries for marine species, while inland floodplains and freshwater wetlands support migratory birds and native terrestrial species. These ecosystems enhance biodiversity and contribute to the county's natural heritage. Along the coastline and estuarine margins, mangrove forests and natural shoreline features provide critical protection by dissipating wave energy and storm surge, serving as a natural first line of defense for inland communities and critical infrastructure.

IMPACTS TO ASSETS

Table 46: Consequence Analysis

Sector	Consequence
Public	Flooding can lead to the displacement of residents, road closures, and temporary loss of access to essential services. Low-lying neighborhoods may experience repeated property losses, and prolonged standing water can increase health risks, such as mold exposure and waterborne disease.
First Responders	Emergency personnel may face delays due to flooded roadways, impassable bridges, and communication disruptions. Responding to water rescues or flooded critical facilities can strain staffing and resources during concurrent storm events.
Continuity of Operations	Flooding can disrupt government services, utilities, and transportation networks, affecting both emergency response and long-term recovery operations. Damage to roads, culverts, and drainage systems may hinder access to shelters and medical facilities.
Property, Facility, and Infrastructure	Residential, commercial, and public infrastructure, including water treatment plants, lift stations, and transportation corridors, are highly susceptible to flood damage. Repeated inundation can accelerate deterioration of foundations, electrical systems, and road surfaces.
Environment	Floodwaters can mobilize pollutants, debris, and wastewater, degrading surface and groundwater quality. Prolonged inundation may also damage wetlands and coastal habitats that are essential for storm protection and biodiversity.
Economic Conditions	Flood events can disrupt business operations, tourism, and agriculture, leading to revenue losses and long recovery periods. Property damage may also increase insurance claims and elevate premiums for residents and businesses.
Public Confidence	Recurrent flooding can erode public trust in local infrastructure and emergency preparedness, especially if communication is inconsistent or recovery is delayed. Transparent, timely updates and visible mitigation progress are essential to maintaining public confidence.

The National Flood Insurance Program (NFIP) aims to reduce the financial impact of flooding on individuals, communities, and the nation. Established by Congress in 1968 through the National Flood Insurance Act, the NFIP is administered by FEMA in the Department of Homeland Security. Its purpose is to provide affordable flood insurance to property owners, renters, and businesses while encouraging sound floodplain management practices that reduce future flood damage. Table 47 provides information on the participants in the NFIP program for St. Lucie County.

Table 47: NFIP Participants

Jurisdiction	Initial FHBM Identified	Initial FIRM Identified	Current Effective Map Date	Adoption	Reg-Emer Date	Tribal
Unincorporated St. Lucie County	1/24/75	8/17/81	2/19/20	2020	8/17/81	No
Port St. Lucie	12/13/74	3/15/82	2/19/20	2020	3/15/82	No
Fort Pierce	5/24/74	12/1/77	2/19/20	2020	12/1/77	No
St. Lucie Village	11/29/74	4/1/80	2/19/20	2020	4/1/80	No

REPETITIVE LOSS AND SEVERE REPETITIVE LOSS PROPERTIES

Repetitive Loss (RL) properties are NFIP-insured buildings that have experienced multiple flood damage claims. In FEMA's Community Rating System (CRS) program, participating communities are required to identify and map Repetitive Loss Areas—clusters of repeatedly flooded buildings—rather than focusing solely on individual addresses. Although the detailed addresses and claim histories of RL properties are protected under the Federal Privacy Act and not made publicly available, FEMA provides this information directly to communities to support floodplain management, outreach, and mitigation planning activities. Table 48 provides a list of communities in St. Lucie County that participate in the CRS program. St. Lucie Village does not participate in the CRS program.

Table 48: CRS Program Participants

Jurisdiction	CRS Entry Date	Current Effective Date	Current Class	% Discount
Unincorporated St. Lucie County	10/1/94	4//1/24	5	25%
Port St. Lucie	10/1/91	4/1/23	5	25%
Fort Pierce	10/1/92	5/1/12	6	20%

Severe Repetitive Loss (SRL) properties represent a subset of RL properties that have incurred especially high cumulative flood insurance payouts or repeated significant damage over time. These properties are given higher priority for federal mitigation funding programs, such as the Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP), which can support elevation, acquisition, or floodproofing projects. Under CRS guidance, buildings situated near RL or SRL properties and subject to the same flooding source are considered part of the same Repetitive Loss Area for planning, outreach, and mitigation purposes. Repetitive loss properties within St. Lucie County and its jurisdictions are publicly accessible through the following mapping website: cityofpsl.com/flood. Table 49 provides an overview of the RL and SRL properties in St. Lucie County and its jurisdictions.

Table 49: Repetitive and Severe Repetitive Loss Properties in St. Lucie County

	Repetitive Loss Property			Severe Repetitive Loss Property		
Jurisdiction	Total	Residential	Commercial	Total	Residential	Commercial
Unincorporated St. Lucie County	157	157	04	23	23	0
Port St. Lucie	15	14	1	0	0	0
Fort Pierce	142	130	12	0	0	0
St. Lucie Village	4	4	0	0	0	0

IMPACT ON COMMUNITY LIFELINES

Flooding can disrupt all seven of FEMA's Community Lifelines (see Figure 40), and the most severe impacts are on Safety and Security, Food, Water, Shelter, and Transportation.

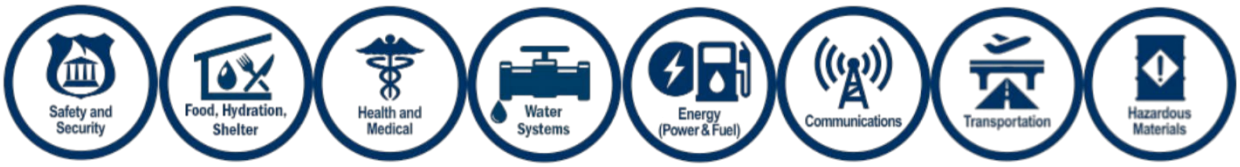

Figure 40: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Heavy rainfall, storm surge, and riverine flooding can damage roads, bridges, and culverts, isolating neighborhoods and delaying emergency response. Prolonged flooding may require water rescues, road closures, and temporary evacuations, directly affecting public safety.
- **Food, Water and Shelter:** Floodwaters can contaminate drinking water systems and disrupt wastewater treatment facilities. Homes and shelters in low-lying or coastal areas may become uninhabitable, increasing demand for temporary housing and relief services. Flooded grocery stores, gas stations, and supply distribution centers can interrupt food and fuel availability, while debris and standing water may restrict the transport of essential goods.
- **Health and Medical:** This lifeline is especially vulnerable when flooding limits access to hospitals, clinics, or emergency care facilities.
- **Water Systems:** Floodwaters can contaminate drinking water systems and disrupt wastewater treatment facilities.
- **Energy (Power and Fuel):** Power outages and impassable roads can delay patient transport and strain healthcare resources.
- **Communications:** Substations, power lines, and telecommunication towers may be exposed to high water or storm damage.

- **Transportation:** Flooding can inundate major corridors, local streets, transit routes, and rail lines, disrupting the movement of people, goods, and emergency services.
- **Hazardous Materials:** Floodwaters can mobilize contaminants from industrial sites, chemical storage facilities, fuel stations, agricultural operations, and household hazardous waste. Inundation of these sites may lead to spills, leaks, or the uncontrolled release of hazardous substances into waterways, soils, and developed areas.

IMPACT DUE TO CHANGES IN DEVELOPMENT

Over the past five years, St. Lucie County has experienced steady population growth, expanding urban infill, and significant infrastructure development, all of which have altered the way flood hazards affect local communities. Increased construction in low-lying and coastal zones, such as Port St. Lucie and Fort Pierce, has reduced the amount of natural drainage and infiltration available to absorb rainfall. Expanding residential subdivisions, commercial corridors, and impervious surfaces like roads and parking lots have intensified runoff, increasing both the frequency and magnitude of flooding in urban and suburban areas. In addition, infill development has placed new structures in previously undeveloped floodplains, elevating exposure to stormwater inundation and flash flooding during tropical systems or heavy seasonal rainfall events.

Transportation improvements and new commuting corridors have also reshaped water flow patterns. Expanded roadways, canal modifications, and new drainage systems have created complex hydrologic interconnections, sometimes transferring flood risks between neighborhoods or jurisdictions. Coastal areas face additional exposure from sea-level rise, which contributes to more frequent tidal flooding and saltwater intrusion, especially in eastern St. Lucie County near the Indian River Lagoon. Rural and inland areas, though less densely developed, remain vulnerable to roadway flooding and prolonged ponding due to limited drainage capacity and slower recovery times. As the county continues to grow, careful integration of floodplain management, zoning regulations, and green infrastructure will be needed to mitigate these risks.

IMPACTS ON POPULATIONS OF FOCUS

Certain groups in St. Lucie County are disproportionately affected by flooding due to socioeconomic, geographic, and demographic factors. Residents in coastal, canal-front, and low-elevation neighborhoods, many of whom are elderly or low-income, face increased risks of property damage, displacement, and loss of essential services. Older adults and individuals with disabilities may experience difficulty evacuating or accessing shelters during major flood events. Low-income households are less likely to possess flood insurance, making recovery slower and more financially burdensome.

Workers in essential sectors, such as healthcare, retail, agriculture, and public safety, are also more vulnerable, as flooding can limit transportation access to workplaces or disrupt income streams. Renters, particularly those in older housing stock or mobile homes, often face unsafe living conditions during floods and limited relocation options afterward. Children and students can be impacted when school closures occur due to flooded roadways or facility damage, creating ripple effects for working parents and caregivers.

Individuals experiencing homelessness or housing insecurity are among the most at risk during flood events, often lacking reliable shelter, sanitation, or access to emergency resources. For these populations, even minor flooding can cause significant hardship. Targeted outreach, improved evacuation planning, and equitable investment in stormwater infrastructure, especially in historically underserved neighborhoods, are essential to reducing these disparities.

Tropical Cyclones: Hurricanes and Tropical Storms

Definition

A tropical cyclone is an organized warm-core, low pressure weather system without any organized fronts attached that develops over warm ocean waters. Tropical cyclones with maximum sustained surface winds of less than 39 mph are called tropical depressions. A tropical storm is a tropical cyclone with maximum sustained winds of at least 39 mph but less than 74 mph. Tropical storms are given official alphabetical names, resetting each year. Above 74 mph, a tropical storm is categorized a hurricane, typhoon, or cyclone based on the storm's geographic location.[45] Figure 41 shows Hurricane Francis approaching St. Lucie in 2004.

[45] NOAA, "Tropical Cyclone Introduction," 2025, https://www.noaa.gov/jetstream/tropical/tropical-cyclone-introduction.



Figure 41: Hurricane Frances as It Approached Its Direct Hit on St. Lucie, 2004[46]

In the Northern Hemisphere, a tropical cyclone with winds 74 mph and above is called a hurricane. Hurricanes draw energy from warm ocean waters and areas with low vertical wind shear (changes in wind speed with height). They feature counterclockwise-rotating winds of 74 mph or faster. Hurricanes are formed from tropical disturbances that form over oceans with surface temperatures warmer than 81°F (26.5°C). The ambient heat in the sea's surface and moisture in the rising air column set up a low-pressure center and convective conditions that allow formation of self-sustaining circular wind patterns. Under the right conditions, these winds may continue to intensify until they reach hurricane strength. This heat and moisture from the warm ocean water is the energy source of a hurricane. Hurricanes weaken rapidly when deprived of their energy source by traveling over land or entering cooler waters. The Saffir-Simpson wind scale is used to categorize wind speed 1–5 once a storm reaches hurricane status. This scale can be somewhat misleading as many tropical cyclone hazard impacts occur outside of wind, but it is still the most consistent scale used to describe an oncoming storm to the public.[47]

[46] NASA/Goddard Space Flight Center Scientific Visualization Studio, "Hurricane Frances Progression with Fixed View," https://svs.gsfc.nasa.gov/2977.

[47] Evans, Scotney D., et al., 2022, "An interdisciplinary approach to evaluate public comprehension of the "cone of uncertainty" graphic." Bulletin of the American Meteorological Society 103.10 : E2214-E2221.

When a tropical cyclone threatens the coast, advisories, watches, and warnings are issued by the National Hurricane Center (NHC) and are often displayed in graphics such as the "Cone of Uncertainty" and "Storm Surge Risk" maps. Figure 42 shows the Cone of Uncertainty for Tropical Storm Nicole, which hit as a hurricane just south of Vero Beach in Indian River County on November 10, 2022. This advisory was given at 4 a.m. EST on November 9, 2022. The Cone of Uncertainty, like the Saffir-Simpson Wind Scale, can cause confusion since people may incorrectly believe that the cone represents the size of the storm, so they are not in danger if the cone does not cover their area.[48] While researchers are proposing updates to the Cone of Uncertainty, it remains the most reliable and accessible hurricane forecast graphic for the public.

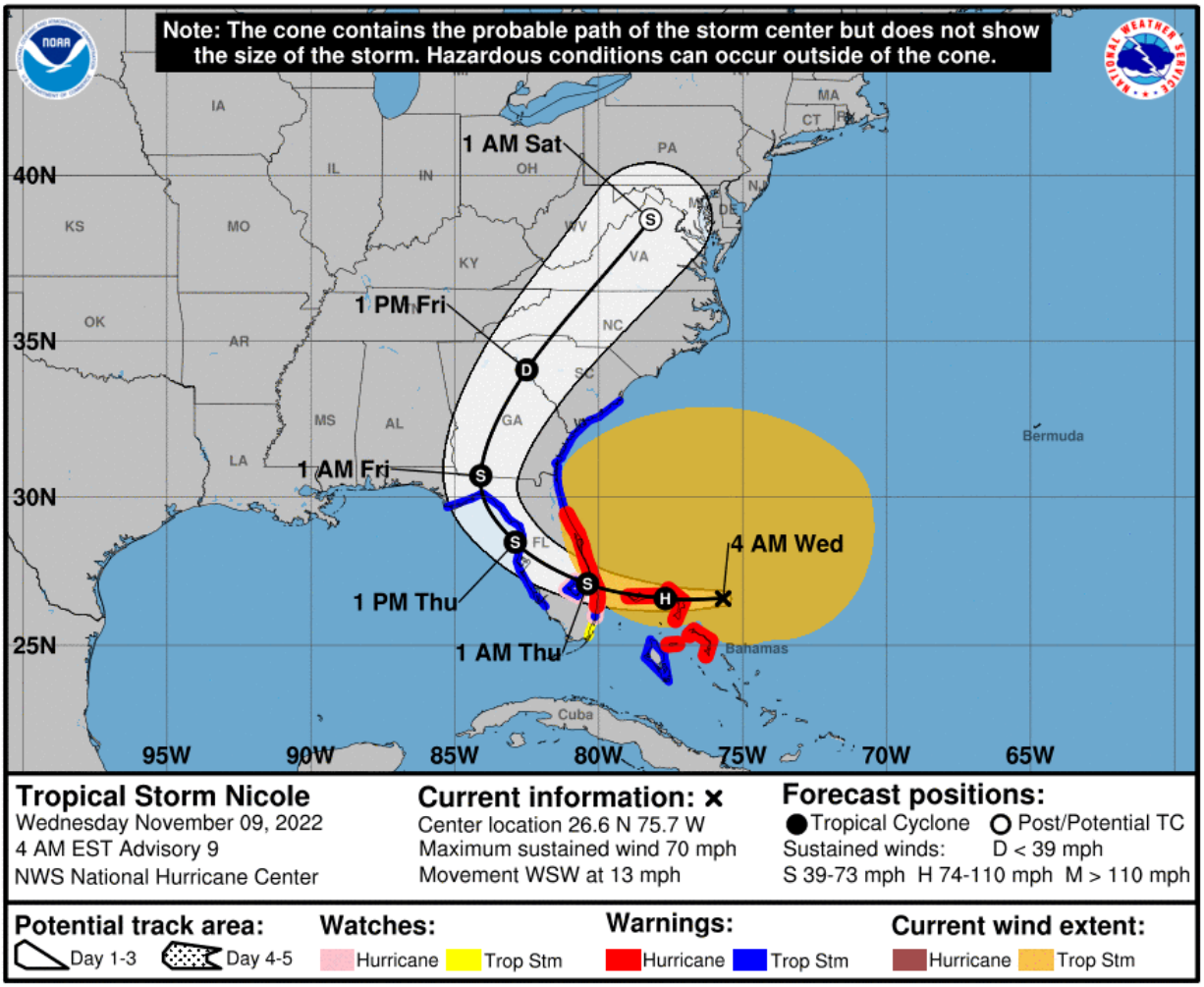

Figure 42: Tropical Storm Nicole Cone of Uncertainty with Wind Field Advisory, November 9, 2022[49]

[48] Blair, M., J. Collins, L. Myers, and B. Page, 2025, "Influence of Cone of Uncertainty and Storm Surge Maps in Evacuation Decision-Making for Hurricane Ian." University of South Florida.
[49] NHC Archive, "Graphics Archive," 2025, https://www.nhc.noaa.gov/archive/2022/NICOLE_graphics.php?product=3day_cone_with_line_and_wind.

While any type of severe weather warning such as flood or extreme warnings may occur during a tropical cyclone event, the main advisories issued exclusively in tropical cyclones are as follows:

- **Hurricane Watch:** Indicates that hurricane conditions are possible and may threaten the area within 48 hours.
- **Hurricane Warning:** Issued when winds of at least 74 mph are to be expected in the area within 36 hours.
- **Tropical Storm Watch:** Issued when tropical storm conditions (sustained winds of 39 to 73 mph) are possible within the specified area within 48 hours.
- **Tropical Storm Warning:** Issued when tropical storm conditions (sustained winds of 39 to 73 mph) are expected within your area within 36 hours.

Location

The entirety of St. Lucie County (which includes each of the jurisdictions in the planning area) is at risk to tropical cyclones, including hurricanes, in the Atlantic Basin. The coastal areas are more at risk due to storm surge inundation risk due to their proximity to seawater, regardless of the storm's direction. However, because tropical cyclones lose energy as they travel over land, a tropical cyclone traveling west to east from the Gulf to the Atlantic may experience higher winds, more intense rainfall, or even a tornado outbreak as was witnessed during Hurricane Milton in October 2024. If the cyclone is travelling east to west, the Atlantic coast experiences the worst impacts, and cities inland to the west would experience less intense winds and rain but would be more at risk to inland and river flooding instead of storm surge.

The barrier-island corridor, including Hutchinson Island and the Fort Pierce Inlet region, experiences the highest exposure to surge, wave action, and coastal erosion. Interior neighborhoods along the St. Lucie River, Indian River Lagoon, and Ten Mile Creek Basin are susceptible to freshwater flooding from heavy rainfall and drainage limitations.

NOAA SLOSH modeling indicates that a Category 3 hurricane could produce storm-surge depths exceeding 9 feet above ground level along the barrier island and 4–6 feet along the western lagoon shoreline. Heavy rainfall from slow-moving systems, such as Hurricanes Frances, Jeanne, and Fay, can exceed 10–15 inches countywide, overwhelming drainage infrastructure and causing widespread road closures.

JURISDICTIONAL IMPACTS

The primary jurisdictions in St. Lucie County, including the cities of Port St. Lucie, Fort Pierce, St. Lucie Village, and the unincorporated regions of the county, exhibit comparable tropical cyclone damage and operational effects, as illustrated in Table 50. High winds, hail, flooding, and lightning strikes affect the entirety of St. Lucie County. However, areas closer to the coast, such as Fort Pierce and St. Lucie Village, face greater risks from ocean-related impacts, including storm surge, large waves, and sand erosion. These hazards could hinder beachgoers and boaters from utilizing the area and may destroy residential properties and tourist attractions. Conversely, the City of Port St. Lucie and the more inland

unincorporated areas may suffer greater damage from falling trees, structural damage, inland flooding, fires, and road blockages due to tropical cyclone effects.

Table 50: Impacts of Tropical Cyclones, by Jurisdiction

Jurisdiction	Impacts
St. Lucie County	Tropical cyclones pose a significant threat to human life and can cause widespread damage across St. Lucie County. The county is home to numerous residences, recreational areas like state parks and beaches, and tourist attractions such as shopping districts and resorts, all of which are vulnerable to damage from wind, hail, heavy rain, flooding, and lightning during a tropical cyclone. Open beach areas and golf courses increase the threat of lightning on human life. The resulting physical damage can lead to expensive repairs and business closures, creating economic difficulties for the county and causing considerable stress for its residents. Additionally, tropical storms and hurricanes can result in serious injuries and fatalities, further heightening the pressure on residents to safeguard themselves and cope with the loss of loved ones. The aftermath of these storms can also create environmental issues, as increased tree damage and debris can harm wildlife habitats and release harmful chemical pollutants. Moreover, winter residents and tourists may avoid the area after such damage or when tropical storms or hurricanes are imminent, negatively impacting the community both economically and socially.
City of Port St. Lucie	The City of Port St. Lucie is located in the eastern portion of the County and features numerous residential areas, including homes, tourist rentals, and senior living facilities, along with shopping districts and expansive golf courses, all of which are susceptible to considerable damage from tropical cyclones. Critical facilities like hospitals, fire stations, and police stations could be impacted under severe hurricane conditions, reducing their ability to respond to needs of residents. Debris along local roads and major thoroughfares like US 95 and Florida's Turnpike could inhibit travel in and out Port St. Lucie for significant periods of time. The St. Lucie River, which runs adjacent to Port St. Lucie, also heightens the risk of inland flooding. The possibilities of physical, economic, and social damages to public and private assets and well as injuries and fatalities from hurricanes in Port St. Lucie are significant.
City of Fort Pierce	The City of Fort Pierce is home to numerous residential properties, hotels, and recreational facilities, including beaches, parks, golf courses, the Treasure Coast International Airport and the large Lawnwood Hospital. Situated directly on the Atlantic coast, Fort Pierce is often among the first areas to encounter the impacts of any tropical cyclone approaching from the east, and it is particularly susceptible to storm surge. Severe storms can result in physical damage and power outages that may leave residents, as well as the hospital, more vulnerable due to diminished medical response capabilities. Damage to the beachfront and local businesses can also lead to expensive repairs and revenue losses caused by closures or a decline in tourism following considerable damage.
Town of St. Lucie Village	The Town of St. Lucie Village is a small community that includes residential homes, government buildings, shops, marinas, and beaches. Tropical cyclone damage to

Jurisdiction	Impacts
	homes and shopping districts can lead to expensive repairs and business closures, creating economic challenges for the town. Additionally, winter residents and tourists may choose to avoid the area following damage or in anticipation of incoming storms, negatively impacting the community both economically and socially. Given the small size of St. Lucie Village, any economic, social, or environmental impacts can be more severe than those experienced by neighboring jurisdictions, as there are fewer internal critical facilities available for support.

Figure 43 shows the hurricane evacuation zones in St. Lucie County, with those regions nearer the coast and bodies of water in Zone A, the first to be evacuated. Those that are farther from the coast and water are in Zone B. St. Lucie County does not have zones C through E. The Florida Power & Light (FPL) Company also has evacuation areas in Zones 1–8. Similarly, those on the coast who are most at risk to water and wind impacts that could shut down power are in Zones 1 and 2, where areas more inland are Zones 3–8.

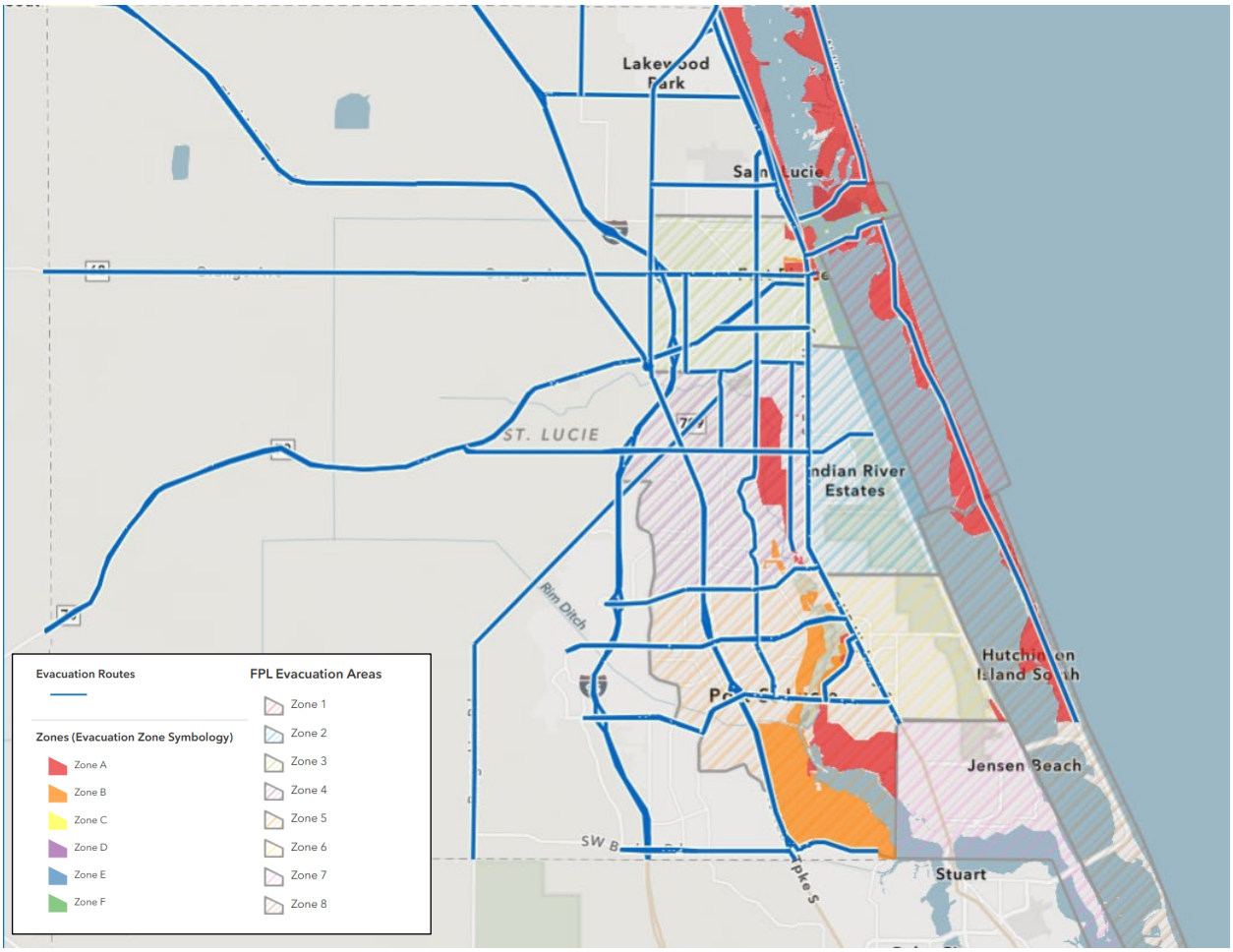

Figure 43: St. Lucie County Evacuation Zones and Routes[50]

[50] St. Lucie County, FL, "Shelter and Evacuation Information," 2025, https://slcem.maps.arcgis.com/apps/instant/lookup/index.html?appid=16569d43f3bc4614a4054ccaa19a5473.

NATIONAL RISK INDEX

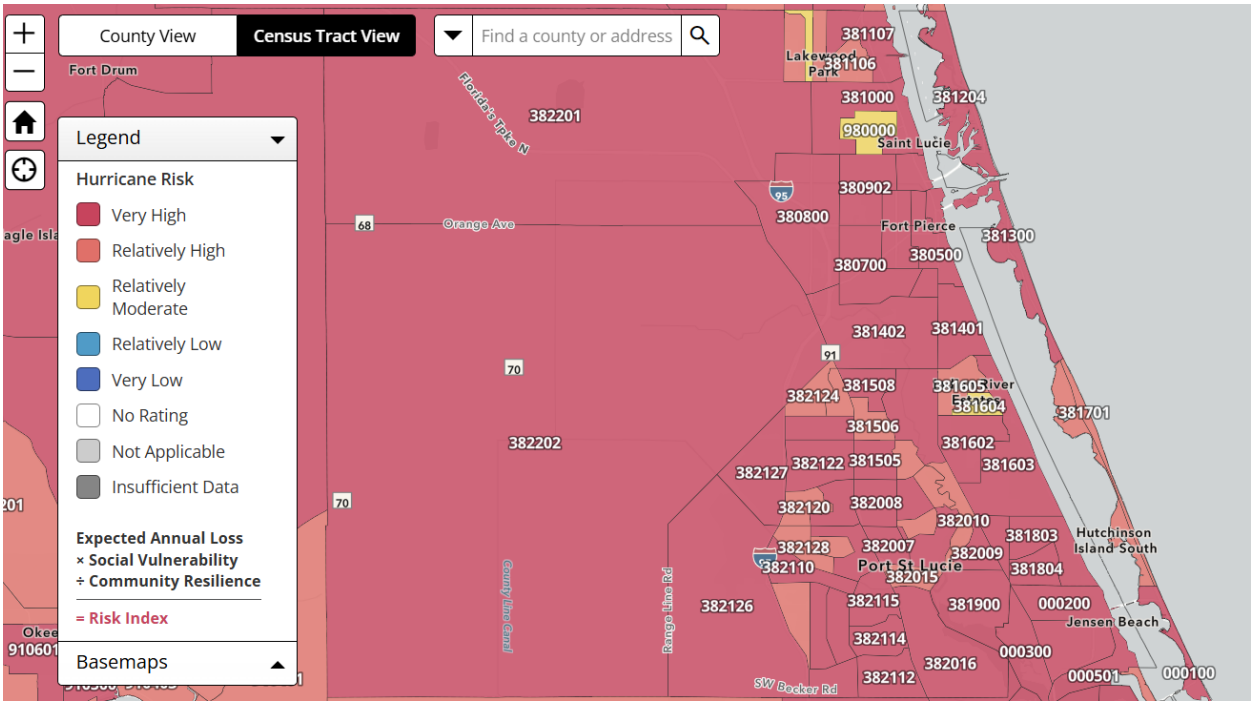

Figure 44: National Risk Index for Hurricanes, Retrieved November 24, 2025

The NRI gives St. Lucie County a *Very High* score of 99.1 out of 100 for hurricanes (see Figure 44). Other hazards that can exist during a hurricane such as Lightning, Riverine Flooding, Strong Wind, and Tornado have *Relatively Moderate* scores, and Hail has a *Very Low* score. St. Lucie County overall has a very high expected annual loss (EAL) that is mainly due to the EAL of hurricanes at $188 m. There is an average of 0.3 expected loss hurricane events each year, and $49.7 billion in building value and $178.7 million in agriculture value exposed to hurricane damage. All residents of St. Lucie County are exposed to hurricane risk. The historic loss ratio is very high. Additionally, social groups in St. Lucie County have a Relatively High[51] and the community has a Relatively Moderate ability to prepare for natural hazard impacts such as hurricanes.[52]

Magnitude and Severity

Tropical cyclones are measured in intensity based on their wind speed. While there has been research to show that wind speed alone is not a coherent description of all the potential hazard impacts in a tropical cyclone, wind scales are still the central focus for measuring tropical cyclone extent.[53] Tropical cyclones begin as tropical waves that are simple inverted areas of low pressure with a slight cyclonic curvature. As the tropical wave gains energy and maintains organized convection (100–300 miles in diameter), it

[52] National Risk Index, "St. Lucie County, FL," 2025, https://hazards.fema.gov/nri/map.
[53] Paxton, L.D., Collins, J. and Myers, L., 2024. Reconsidering the Saffir-Simpson Scale: A Qualitative Investigation of Public Understanding and Alternative Frameworks. In Advances in Hurricane Risk in a Changing Climate (pp. 241–279). Cham: Springer Nature Switzerland.

develops into a tropical disturbance, with a non-frontal migratory character. The next step is a tropical depression, which is a tropical cyclone with maximum sustained surface winds of 38 mph. As the tropical depression gains energy and wind speeds, it evolves into a tropical storm when wind speeds reach 39–74 mph.[54] Once a tropical storm exceeds 74 mph maximum sustained winds, it becomes a hurricane that is measured of the Saffir-Simpson Hurricane Wind Scale shown in Table 51.

Table 51: The Saffir-Simpson Hurricane Wind Scale[55]

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
1	**74–95 mph** (64–82 kt or 119–153 km/h)	**Very dangerous winds will produce some damage:** Well-constructed frame homes could have damage to roof, shingles, vinyl siding, and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	**96–110 mph** (83–95 kt or 154–177 km/h)	**Extremely dangerous winds will cause extensive damage:** Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3 (major)	**111–129 mph** (96–112 kt or 178–208 km/h)	**Devastating damage will occur:** Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (major)	**130–156 mph** (113–136 kt or 209–251 km/h)	**Catastrophic damage will occur:** Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to months. Most of the area will be uninhabitable for weeks or months.
5 (major)	**157 mph or higher** (137 kt or higher or 252 km/h or higher)	**Catastrophic damage will occur:** A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to months. Most of the area will be uninhabitable for weeks or months.

RAINFALL AND FLOODING SEVERITY

Rainfall during tropical systems varies widely depending on storm speed and trajectory. Slow-moving hurricanes and tropical storms can deliver 10–20 inches of rain in less than 48 hours, producing extensive

[54] NOAA, "Tropical Definitions," 2025, https://www.weather.gov/mob/tropical_definitions.
[55] National Hurricane Center, NOAA, "Saffir Simpson Hurricane Wind Scale," 2025, https://www.nhc.noaa.gov/aboutsshws.php.

flooding within drainage basins such as the North Fork of the St. Lucie River, Ten Mile Creek, and Savannas Preserve. Such events can exceed the 10-year storm drainage design threshold, leading to temporary road closures and overbank flooding.

In Port St. Lucie, the Engineering Standards for Land Development specify the requirements for road crown elevation. The road crown elevation must be a minimum of two feet higher than the average wet-season water table. In addition, local roads must be designed to the ten-year, one-day stage, while collector roads must meet the twenty-five-year, one-day stage. Arterial roads are required to meet the twenty-five-year, three-day stage, and bridges must be designed to withstand the fifty-year, three-day stage.

SECONDARY HAZARDS AND DURATION

- **Tornadoes:** Short-lived tornadoes occasionally occur in the outer bands of hurricanes; most are EF-0 to EF-1 with localized damage. However, during Hurricane Milton, several stronger tornadoes were documented, including EF-2 and EF-3 events that struck across St. Lucie County, resulting in more widespread and severe damage.
- **Power and Communication Outages:** Historical data from Florida Power & Light (FPL) indicate that major hurricanes can result in outages for up to 80% of County customers, with restoration taking from several hours to multiple days depending on system damage.
- **Erosion:** The 2022 Hurricane Nicole event eroded dunes along Hutchinson Island, with localized losses exceeding 15 feet of shoreline retreat in places.

Historic Events

Tropical cyclones, including hurricanes, have occurred frequently throughout Florida's history as the state borders both the Gulf of Mexico and Atlantic Ocean, where many of the storms originate. St. Lucie County is directly on the Atlantic Coast, so many of the tropical cyclones throughout history have impacted the county. Table 52 describes all direct tropical cyclone events including hurricanes that have impacted St. Lucie County from 2019–2024.[56]

Table 52: NCEI Storm Events Database for Tropical Cyclones in St. Lucie County from 2019–2024

Date	Name	Description
9/3/2019	Hurricane Dorian	Wind gusts to tropical storm force in squalls occurred through much of the county, especially along the barrier islands. Sustained winds in Saint Lucie County remained below tropical storm force as the center of Dorian remained far away to the east.

[56] National Centers for Environmental Information (NCEI), "Severe Events Database," 2025, https://www.ncei.noaa.gov/stormevents/listevents.jsp?eventType=%28Z%29+Hurricane+%28Typhoon%29&eventType=%28Z%29+Tropical+Depression&eventType=%28Z%29+Tropical+Storm&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=12&endDate_dd=31&endDate_yyyy=2025&county=ST.%2BLUCIE%3A111&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLORIDA.

Date	Name	Description
8/2/2020	Hurricane Isaias	Sustained tropical storm force winds affected the barrier islands, with gusts to tropical storm force in squalls through much of the remainder of the county from early morning through late afternoon August 2. The highest sustained wind was measured at the Saint Lucie Nuclear Power Plant (41 mph from the northeast at 0705LST on August 2), and the peak gust was also at the Saint Lucie Nuclear Power Plant (46 mph from the northeast at 0705LST on August 2).
11/9/2020	Hurricane Eta	Sustained tropical storm force winds affected the barrier islands, with gusts to tropical storm force in squalls through much of the remainder of the county from early evening on November 8 through sunrise on November 9. The highest sustained wind was measured at the Saint Lucie Nuclear Power Plant (48 mph from the east-northeast at 1842LST on November 8), and the peak gust was also at the Saint Lucie Nuclear Power Plant (60 mph from the east-northeast at 1842LST on November 8).
6/4/2022	Tropical Depression (outer bands of Potential Tropical Cyclone One (PTC1))	Sustained winds below tropical storm force with the strongest winds occurring in outer rain bands along the barrier islands and Intracoastal Waterway. The highest peak wind gust measured was at North Hutchison Island (50 mph from the east at 0620LST on June 4).
9/29/2022	Hurricane Ian	Hurricane Ian's slow movement and large wind field led to a prolonged period of tropical storm force winds across St. Lucie County. Surface observations indicated peak winds between 55 and 65 mph throughout the county. Emergency management officials indicated minimal damage to residential and business structures. No storm-related deaths were reported.
11/10/2022	Hurricane Nicole	Hurricane Nicole's extensive wind field led to a period of tropical storm force winds, hurricane force wind gusts, and heavy rain in St. Lucie County. Scattered reports of trees downed and some minor structural damage due to strong winds, which surface observations indicated peaked between 55 and 65 mph along the coast and 45 to 55 mph across inland areas. County officials reported no storm-related fatalities.
9/27/2024	Hurricane Helene	St. Lucie County Emergency Management reported limited damage across the county, mainly in the form of fallen trees and power lines. Surface observations indicated peak wind gusts generally between 35 to 45 mph and up to 55 mph closer to the coast. Rainfall totals ranged between 0.5 to 1.5 inches.
10/10/2024	Hurricane Milton	St. Lucie County Emergency Management reported isolated instances of downed trees and powerlines because of Tropical Storm Milton's winds, which surface observations indicated peak wind gusts between 50 to 70 mph and locally up to 75 mph. Six tornadoes were confirmed to have affected the county. Rainfall

Date	Name	Description
		totals ranged between 3 to 6 inches. A damage assessment reported a total of 185 structures affected, 1,187 with minor damage, 165 with major damage, and 151 destroyed, resulting in over $485 million in residential damage and $12 million in county infrastructure damage, primarily due to tornadoes. There were six direct and one indirect storm-related fatalities in St. Lucie County associated with Hurricane Milton.

MAJOR COST PREVIOUS OCCURRENCES

Several major tropical cyclone events have directly impacted St. Lucie County. This does not include the property damages, injuries, or deaths from hazards (such as flooding, hail, extreme wind, or lightning) that stem from tropical cyclone events but are not directly within the storm (outer bands, remnants, etc.).

HURRICANE FLOYD – SEPTEMBER 15, 1999

On September 15th, the center of Hurricane Floyd passed approximately 115 statute miles off the east central Florida coast. The most severely affected areas were the coastal regions of Brevard and Volusia counties, which experienced widespread wind gusts nearing 70 mph. As a result, thousands of residents were left without electricity. Reports of beach erosion, downed trees, power lines, and damage to some homes also emerged from the coastal areas of St. Lucie and Indian River counties, with property damage in St. Lucie County estimated at around $50,000. Additionally, inland areas such as Orange and Seminole counties reported downed trees, power lines, and minor structural wind damage.

HURRICANE IRENE – OCTOBER 16, 1999

Weakened Hurricane Irene moved northeast from the Florida Keys across south Florida and emerged over the Atlantic near Ft. Pierce. Although the storm was classified as a category one hurricane, no sustained hurricane-force winds were recorded in east central Florida. Coastal areas from Ft. Pierce to Daytona Beach experienced wind gusts ranging from 60 to 70 mph. The most significant impact in Martin and St. Lucie counties was flooding, with rainfall totaling 5 to 9 inches, inundating 300 homes. Approximately 50 homes suffered major wind damage, and thousands of trees were uprooted. The beachfront communities were the hardest hit, with many houses and high-rise hotels sustaining roof damage and damage from wind-driven rain. Additionally, a barge broke loose during the high winds, causing damage to the causeway bridge on U.S. Highway 528 near Cape Canaveral. Significant beach erosion was reported along the entire coast, with most areas losing between 4 to 10 feet of beachfront, leading to millions of dollars of estimated damage in each county. St. Lucie County alone reported over $6 million in property damage.

HURRICANE FRANCES, DIRECT HIT TO ST. LUCIE COUNTY – SEPTEMBER 4, 2004

Category 2 Hurricane Frances made landfall on the Florida east coast near Sewall's Point, between St. Lucie and Martin Counties, early on September 5. Moving west-northwest at 7 mph, the storm maintained hurricane strength while crossing the eastern half of the Florida Peninsula before being downgraded to a

tropical storm later that afternoon, about 50 miles east of Tampa Bay. The slow-moving storm produced hurricane-strength wind gusts for approximately 19 hours across Martin, St. Lucie, and Indian River counties, resulting in an estimated $4.5 billion in damage. St. Lucie County recorded the highest wind gusts at 94 knots (108 mph) in Ft. Pierce and lowest pressure at 962.1 mb at St. Lucie Lock. Winds over 100 mph destroyed coastal structures, marinas, and vessels, while hundreds of homes and businesses were either destroyed or significantly damaged inland. Beach erosion was severe, with losses ranging from 5 to 6 feet in south Brevard County to up to 12 feet near Vero Beach, where a section of a beach road washed out. A storm surge of 5.89 feet was recorded at the St. Lucie Lock, with similar surges near Cocoa Beach and up to 8 feet around Vero Beach. Rainfall estimates reached up to 13 inches in Volusia County, with St. Lucie County experiencing significant inland flooding alongside Martin, Indian River, and Brevard counties. St. Lucie had an estimated $2.5 billion in property damage and $47.2 million in crop damage.

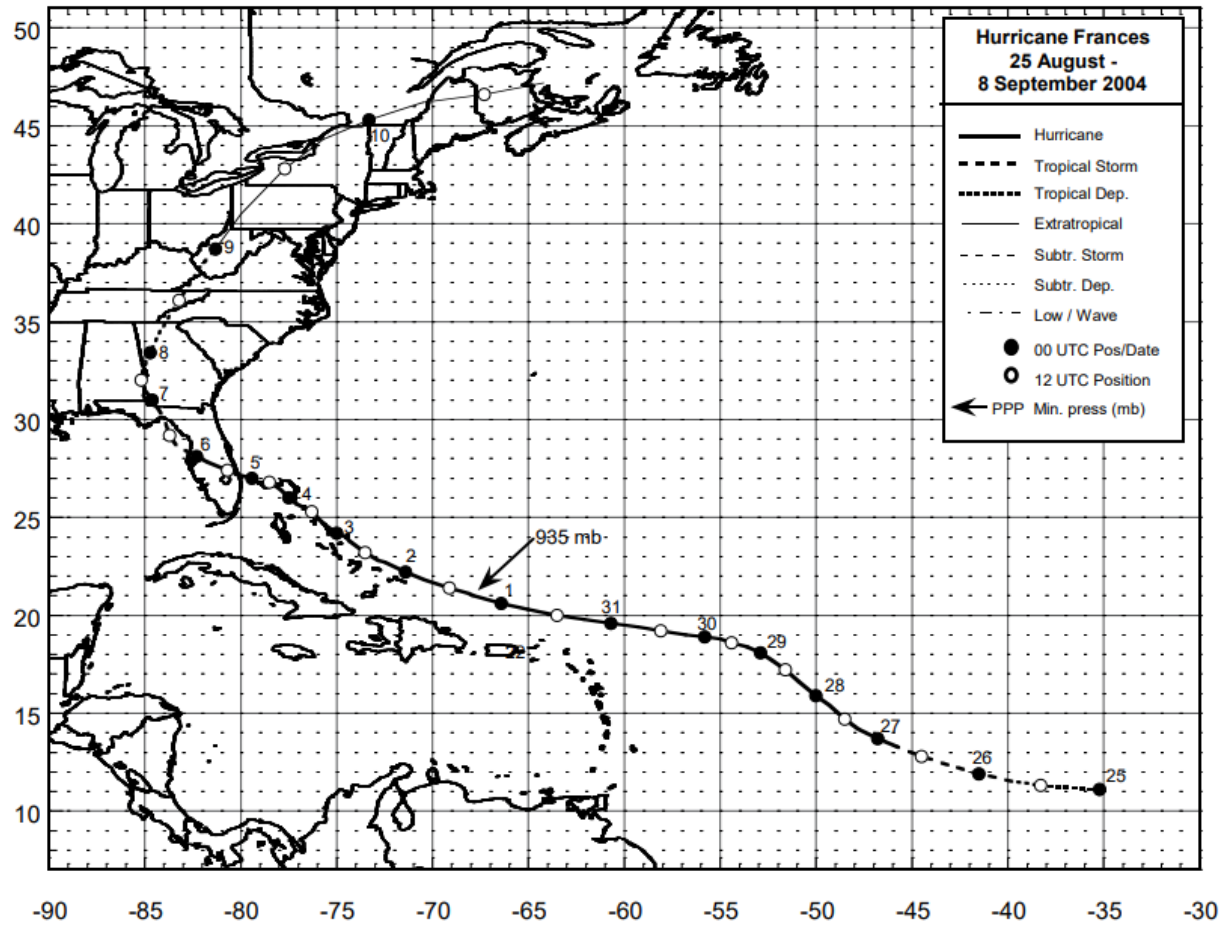

Figure 45: Track of Hurricane Frances, August 25–September 8, 2004[57]

[57] NHC Data Archive, "2004 Atlantic Hurricane Season: Hurricane Frances," 2025, https://www.nhc.noaa.gov/data/tcr/AL062004_Frances.pdf.

HURRICANE WILMA – OCTOBER 24, 2005

Hurricane Wilma crossed southern Florida from the southwest, weakening into a tropical storm as it exited Florida over the Atlantic Ocean just south of St. Lucie County. The strongest winds in St. Lucie occurred as they shifted to the north, with estimated gusts of 100 mph along the beaches. In the county, two mobile homes were destroyed, and widespread minor wind damage was reported, including downed trees and power lines, and damages to roofs and outbuildings. A minor league baseball stadium suffered severe damage, and the roof of the St. Lucie County civic center was blown off. The total crop loss, including vegetables, citrus, and sugar, amounted to $28 million, with rainfall reaching up to 6 inches. At Ft. Pierce Airport, wind gusts reached 77 mph (68 knots) with sustained winds of 52 mph (45 knots), and the lowest recorded pressure was 968.5 millibars. Although four tornadoes occurred during Wilma's passage, all were in Brevard County. Total damage across Brevard, Indian River, St. Lucie, Martin, and Okeechobee counties was estimated at $97.5 million, with St. Lucie County accounting for $5.9 million of that total.

HURRICANE IRMA – SEPTEMBER 10, 2017

Hurricane Irma moved northward over the far western Florida peninsula between the afternoon of September 10 and the morning of September 11, maintaining Category 1–2 strength. During its closest approach to east-central Florida in the early morning hours of September 11, rain bands extended west to east through northwest Osceola, Lake, and western Orange counties. The extensive wind field resulted in prolonged tropical storm force winds and gusts reaching hurricane strength across all of east-central Florida, including St. Lucie County. While there were no direct hurricane-related fatalities, 10 indirect fatalities occurred during the evacuation and recovery phases. Preliminary damage estimates for east-central Florida exceeded $1.3 billion, with St. Lucie County accounting for $25 million of that total. A storm surge of 2–3 feet impacted the coasts of Martin, St. Lucie, and Indian River Counties, while Brevard and Volusia Counties experienced surges of 3–4 feet. Significant beach erosion occurred along the entire east-central Florida coastline, and water levels in the coastal lagoon system rose between 1 and 3 feet. Rainfall totals of 10–15 inches were widespread, with the highest amounts recorded from northern St. Lucie County to far southern Indian River County, reaching nearly 22 inches. Flooding affected several homes and rendered many roadways impassable. Additionally, flooding from hurricane rain bands impacted areas such as Fellsmere in Indian River County, where a dozen individuals required rescue, and north Merritt Island in Brevard County. All points along the river reached moderate to major flood stage, affecting adjacent homes and properties, with the river remaining in flood for over a month.

FEMA DISASTER DECLARATIONS

FEMA Declaration	Event	Year	Category at Closest Approach	Local Impacts
DR-1545-FL	Hurricane Frances	2004	Cat 2	Major structural and power damage; prolonged outages
DR-1561-FL	Hurricane Jeanne	2004	Cat 3	Repeat impacts; coastal erosion and extended recovery

FEMA Declaration	Event	Year	Category at Closest Approach	Local Impacts
DR-4280-FL	Hurricane Matthew	2016	Cat 3 (offshore)	Moderate surge, limited structural damage
DR-4337-FL	Hurricane Irma	2017	Cat 1–2 (inland)	Countywide outages, downed trees, localized flooding
DR-4468-FL	Hurricane Dorian	2019	Cat 5 (offshore)	Evacuations; minimal damage
DR-4673-FL	Hurricane Ian	2022	Cat 5 (inland)	Sustained high winds; minimal damage
DR-4675-FL	Hurricane Nicole	2022	Cat 1	Coastal erosion; moderate power and infrastructure disruption
DR-4828-FL	Hurricane Helene	2024	Cat 4 (offshore)	Gusting winds and rainfall caused minimal damage
DR-4834-FL	Hurricane Milton	2024	Cat 5 (onshore)	Heavy rainfall and tornadoes caused major damage and fatalities across St. Lucie County

Probability of Future Conditions

The probability of future tropical cyclone occurrence in the Atlantic Ocean is high, with increasing intensity and frequency. According to the National Hurricane Center, Florida has been hit by more tropical cyclones than any other state: 500 tropical and sub-tropical cyclones have impacted the area since 1851.[58] Due to an increase in sea surface temperatures, a main driver of tropical storms and hurricanes, there has been an overall increase in tropical cyclone conditions. As this trend seems to be increasing, it is likely that the rate and severity of tropical cyclones will continuously increase in the future.[59] In recent years, the proportion of Category 4 and 5 (highest wind rates) storms has increased significantly with warmer sea surface temperatures.[60] With increased intensity, there are more intense impacts: Stronger winds, more hail, larger amounts of rainfall, more flooding and storm surges, and more cloud-to-ground lightning due to higher convective energy. With increased frequency, local resources will be exhausted and strained, and it will be a continuous process to recover and rebuild from any damage.

The probability of future hurricane and tropical cyclone impacts in St. Lucie County is **High**, with the County expected to experience tropical-storm-force winds at least once every 2–3 years and hurricane-force winds approximately every 8–10 years. According to Colorado State University's 2022 Tropical Cyclone Impact Probabilities (using NOAA's Historical Hurricane Tracks data), the probability of a

[58] NHC, "NHC Data Archive," 2025, https://www.nhc.noaa.gov/data/.
[59] Cione, Joseph J., and Eric W. Uhlhorn. "Sea Surface Temperature Variability in Hurricanes: Implications with Respect to Intensity Change." Monthly Weather Review 131.8 (2003): 1783–1796. https://doi.org/10.1175//2562.1.
[60] Hallam, S., McCarthy, G. D., Feng, X., Josey, S. A., Harris, E., Düsterhus, A., & Hirschi, J. J., "The relationship between sea surface temperature anomalies, wind and translation speed and North Atlantic tropical cyclone rainfall over ocean and land," 2023, https://centaur.reading.ac.uk/109401/8/2023-03-23%20Feng.pdf.

hurricane passing within 50 nautical miles of St. Lucie County in any given year is roughly 15%, with named-storm (tropical-storm-force) wind probabilities roughly 36%.

PROJECTED OCEANIC CONDITIONS

Future conditions will be shaped by sea-surface temperatures (SSTs), higher atmospheric moisture, and mean sea level. Under SSP 4.5 (moderate-emissions scenario), global SSTs in the main Atlantic development region are projected to increase by 1.5–2.0 °C by 2100, lengthening the active hurricane season by several weeks. Under higher scenarios, SST increases could exceed 3 °C, supporting more frequent Category 4–5 hurricanes and greater rainfall potential.

SEA-LEVEL RISE AND LOCALIZED EFFECTS

NOAA's Intermediate-High scenario (consistent with SSP 4.5) projects 1.3 feet of sea-level rise by 2050 at the Fort Pierce tide gauge, while higher scenarios exceed 2 feet. Such rise would substantially increase storm-surge reach and compound flooding impacts in barrier-island and lagoon-adjacent neighborhoods, including portions of Hutchinson Island, South Beach, St. Lucie Village, and low-lying sectors of Fort Pierce North. Inland, riverine flood stages along the North Fork of the St. Lucie River could rise 1–2 feet higher under the same return-period storms observed today.

INSURANCE, ECONOMIC, AND HOUSING IMPLICATIONS

As surge exposure and repetitive loss patterns intensify, insurance affordability and availability may decline. Statewide data from Florida's Office of Insurance Regulation show that average homeowner premiums in the Treasure Coast region rose by 42% between 2020 and 2024, with many carriers reducing coastal coverage. If trends persist, it could create economic uncertainty across St. Lucie County by increasing costs for homeowners.

PLANNING INTERPRETATION

Table 53 displays time horizon, likely storm source, expected local intensity, probability characterization and principal modifiers for St. Lucie.

Table 53: Future Plan Interpretation Indicators [61]

Horizon	Likely Storm Source	Expected Local Intensity	Probability Characterization	Principal Modifiers
0–5 Years	Atlantic Basin tropical storm or hurricane	Cat 1–2/ TS winds 50–100 mph	High	Ongoing El Niño/La Niña cycles
6–20 Years	Atlantic and Caribbean hurricanes	Cat 2–3, rainfall 10–15 inches	High	Sea-level rise ≈ 0.7 ft; urban infill drainage stress

[61] Lee, C. Y., Sobel, A. H., Camargo, S. J., Tippett, M. K., & Yang, Q. (2022). New York State hurricane hazard: History and future projections. *Journal of Applied Meteorology and Climatology*, *61*(6), 613–629.

Horizon	Likely Storm Source	Expected Local Intensity	Probability Characterization	Principal Modifiers
21–50 Years	Regional high-SST hurricanes	Cat 3–4; surge > 8 ft possible	Very High	Sea-level rise 1.3–2 ft; higher insured losses

Vulnerability Assessment

St. Lucie County is extremely vulnerable to tropical cyclones, as it is located directly on the Atlantic Coast of Florida, near the warm ocean waters that develop these storms. Most structures and assets in the community are at some level of risk of storm impact either from high winds, hail damage, or water damage. Additionally, most resources depend on electric power or fuel, access to which is often lost during a tropical cyclone event.

IMPACTS TO ASSETS

Tropical cyclones can completely shut down all critical assets in St. Lucie, especially when major damages or power outages occur as shown in Table 54. It is crucial that St. Lucie County is aware of these vulnerabilities to ensure a proper mitigation strategy is taken to reduce loss of life and property.

Table 54: Consequence Analysis

Sector	Consequence
Public	• Social disruption: Following a storm, displaced families may suffer stress from living in shelters and locating new housing. In addition, the closure of community facilities and schools can disrupt lives and support services families depend on.
First Responders	• Health and medical disruptions: Healthcare facilities may not be operational, and there may be an increased demand for resources and support for first responders due to injuries. • Communication disruption: Loss of power and increased demand can shut down communication lines to and from first responders. • Transportation disruption: Vehicles and roadways may be damaged or blocked by debris or floodwater, reducing access for first responders.
Continuity of Operations	• Utility disruption: Interruptions in utilities can affect both emergency services and daily life. • Emergency access disruption: Damage can impede access for emergency responders, delaying rescue and recovery efforts. • Mobility disruption: Damage to roads, bridges, and public transportation systems can hinder mobility, impacting evacuation and response efforts. • Institutional disruption: Hospitals, schools, and emergency services may be impaired, affecting operational capabilities.
Property, Facility, and Infrastructure	• Structural damage: Residential and commercial buildings may sustain extensive damage.

Sector	Consequence
	• Infrastructure damage: Roads and bridges may be damaged or destroyed. • Power and water system damage: Downed power lines and disrupted water systems may cause widespread outages affecting electricity, water, and communications. • Financial impact: High costs for repairs and reconstruction may strain individuals, businesses, and governments.
Environment	• Environmental damage: Destruction of vegetation may lead to soil erosion and disruption of plant and animal ecosystems. • Wildlife habitat disruption: Destruction of wildlife habitats may lead to displacement and population declines, as well as an increased hazard to humans as wildlife travels to new spaces. • Agricultural damage: Farmland damage and crop losses may threaten food production and farmer livelihoods. • Waste management strain: Extensive debris may potentially overwhelm waste management systems, leading to increased pollution of land and water. • Environmental contamination: Water and air may become polluted by dangerous chemicals released during storm or lightning damage.
Economic Conditions	• Economic strain: Local economies may experience strain due to costly repairs and prolonged recovery efforts.. • Business disruption: Local businesses may face temporary closures due to damage or power outages, affecting revenue and potentially leading to layoffs. • Tourism decline: Tourism may decline as potential visitors avoid the area, impacting local hospitality and service industries. • Long-term economic impact: The recovery process can be lengthy and complex, leading to reduced local investment and slower economic growth in the aftermath. • Government fiscal impact: Local governments may face increased spending on emergency services, infrastructure repair, and disaster relief initiatives, which can impact future budgets.
Public Confidence	• Public confidence impact: Effectiveness of response efforts may influence public confidence in local emergency services and their ability to handle disasters. • Media and perception impact: Public coverage of hurricanes and tropical cyclones can shape public perception and confidence, either positively or negatively, based on how events are reported.

IMPACT ON COMMUNITY LIFELINES

Tropical cyclones can lead to significant destruction of property and vehicles, disrupt power supply, and create flooding on roads and runways that are essential for all community services. It is vital to implement mitigation strategies to minimize the potential impact on these resources, ensuring that St. Lucie County can maintain its operations, particularly when the public is in greatest need of assistance. FEMA's community lifelines are shown in Figure 46.

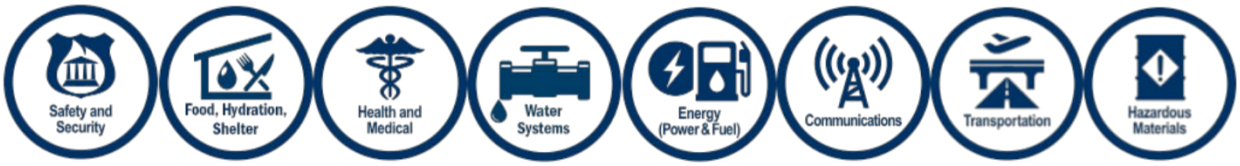

Figure 46: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Emergency personnel face significant risks during tropical cyclones, including damage to vehicles and equipment from extreme winds, hail, flooding, and storm surge. The strain on resources can deplete personnel availability and energy, impacting their ability to ensure safety and security. Damage to equipment may hinder response capabilities, while power outages can disrupt alarms, communication, and water sources. Flooding and water main breaks further complicate access to citizens and property in need of assistance.
- **Food, Hydration, Shelter:** Days before a tropical cyclone, there may be a rush for groceries and hygiene products as people prepare. Flooding and power outages can lead to boil water advisories, complicating access to safe drinking water. Shelters, including homes and businesses, are at risk of damage from strong winds and storm surges, jeopardizing basic survival and exposing people and belongings to the elements. Food, water, and shelter are critical vulnerabilities during such events.
- **Health and Medical:** Emergency medical personnel and hospitals face risks from wind, hail, flooding, and power outages during tropical cyclones, which can hinder their capabilities. This is particularly concerning as the demand for medical services rises, with increased injuries from transportation accidents, flying debris, hail, lightning strikes, fires from downed power lines, and storm surge inundation.
- **Water Systems:** When storm surge, flooding, power outages, and damage to facilities occur, water systems can shut down completely. This can stop the flow of safe water, back up pipelines, and shut down treatment facilities. Where water is still available, it leads to boil water advisories, causing additional stress on households and businesses.
- **Energy (Power and Fuel):** Critical facilities such as power plants and gas stations are heavily impacted by tropical cyclones. Often there are mass evacuations days prior to the tropical cyclone, increasing demand for gas. It is then common for gas stations to remain out of fuel for days (sometimes weeks) following, as demand is high across the state, and it must be transported in from out of state.[62] Fuel and energy prices rise after a severe tropical cyclone due to increased demand and transportation challenges, often requiring police escorts for fuel trucks. Power outages can also shut down fuel stations, straining community resources.
- **Communications:** Communication lines, especially those that depend on power and cell towers, are at major risk during a tropical storm event.[63] Battery-powered devices like cell phones may be

[62] AccuWeather, "Florida gas flowing again 1 week after Hurricane Milton," 2024, https://www.accuweather.com/en/hurricane/florida-gas-flowing-again-1-week-after-hurricane-milton/1704193.
[63] CISA, "When Disaster Strikes, Emergency Communicators Need to Get Connected and Stay Connected," 2023, https://www.cisa.gov/news-events/news/when-disaster-strikes-emergency-communicators-need-get-connected-and-stay-connected.

unusable if power sources for charging or Wi-Fi are unavailable, or if cell towers are down. While radio communications (e.g., walkie-talkies) are more reliable, they still face signal interference and require power sources or replacement batteries. Further, use (or attempted use) of all communication lines increases during a hazard such as a tropical cyclone, leaving already stretched resources with an even higher demand.[64]

- **Transportation:** All transportation in St. Lucie, including cars, buses, boats, and planes, is vulnerable to tropical cyclones. Roadways, runways, and waterways can become hazardous due to wind, rain, and debris. Traveling during a cyclone is risky because of reduced visibility, strong winds, and potential vehicle damage. Public transportation, especially airports, usually shuts down, with the Treasure Coast International Airport likely closing for days, leading to travel delays.
- **Hazardous Materials:** Power lines and any sharp physical object such as metal or wood are likely to become exposed during or after a severe storm or lightning strike, causing a hazard to passersby. Also, liquid and gaseous chemicals normally safely contained may be exposed when a container is damaged, releasing into the air or water and causing breathing, drinking, or skin-irritation hazard to humans and animals nearby.

IMPACT DUE TO CHANGES IN DEVELOPMENT

There are many land use changes throughout St. Lucie County, including all four of its jurisdictions, that leave the area more vulnerable to impacts from tropical cyclones. With a major increase in population across the county, the number of vulnerable people increases, adding demand and putting additional strain on local resources.

LAND USE CHANGES

St. Lucie County is home to numerous active or recently completed development projects, primarily consisting of residential properties like subdivisions and apartment complexes. This construction is happening in vulnerable areas such as the coast like Fort Pierce and St. Lucie Village. The rest include commercial and industrial energy facilities as well as agricultural land, in areas that include Port St. Lucie and unincorporated areas of St. Lucie County. Although much of the growth is taking place inland, some residential development is also happening along the Atlantic coast of St. Lucie, an area that is particularly vulnerable due to limited critical resources and a heightened risk of storm surge.[65] The expansion of homes, apartment buildings, energy facilities, and farmland over previously undeveloped land or forests increases the number of assets susceptible to damage from wind, water, hail, and lightning. This situation leads to higher costs for building materials and crops and intensifies the challenges associated with recovery efforts. Furthermore, the growth in residential areas will result in an increase in the population of people and pets, further amplifying the vulnerability to tropical cyclones throughout St. Lucie County.

[64] WLN, "How Walkie-Talkies Enhance Communication in Emergency Situations," 2025, https://www.wln-radio.com/how-walkie-talkies-enhance-communication-in-emergency-situations.
[65] St. Lucie County, "Active Development Projects," 2025, https://www.arcgis.com/apps/dashboards/12184ec9b99646619afc66b1f61b78fc.

POPULATION CHANGES AND IMPACTS TO POPULATIONS OF FOCUS

Florida has experienced significant population growth in recent years, largely due to its warm climate and extensive entertainment options. St. Lucie County, including its four jurisdictions, has added approximately 50,000 residents over the past five years, bringing the total to around 400,000 by 2025. The county has an average annual growth rate of 3.79%, which is expected to persist. Census data shows a 1.1% increase in population 60 years of age or older from 2020 to 2024.[66] This population surge heightens vulnerability, as it includes a larger number of at-risk individuals, such as the elderly and young children, who are more susceptible to the dangers posed by hurricanes and tropical storms. Additionally, due to potential limited mobility, the elderly population may have a more difficult time evacuating and travelling to safe areas. For those that are resource limited, evacuation and recovery may be much more difficult as there is not a financial safety net to support them in this time.

STATE ASSET CHANGES

In response to significant population growth, St. Lucie County has begun construction on road widening and improvements along Midway Road and Florida's Turnpike. New lanes, a bicycle and pedestrian path, and new ramps to the Florida Turnpike are being added between 2024 and 2030.[67] While these modifications may improve traffic flow, they also introduce additional infrastructure that is vulnerable to damage from debris and flooding. Furthermore, numerous state parks and beaches, such as Fort Pierce Inlet State Park, have been affected by tropical cyclones. These storms have led to larger waves and shifting sandbars in the park, requiring increased monitoring as the beach becomes increasingly hazardous.[68] Many state parks frequently experience damage to their restroom and concession facilities, resulting in prolonged closures, with some facilities remaining shut down permanently.

The Florida Climate Institute has identified increasing risks and impacts associated with extreme weather events in Florida, including tropical storms and hurricanes. In response to these hazards, Florida state agencies conduct coordinated preparedness, response, and recovery activities supported by emergency management and public safety functions.[69] Overall, the combination of population growth and the increasing severity and frequency of storms places significant strain on state resources, including emergency response capabilities, state highways, state parks, and law enforcement.

LOCAL ASSET CHANGES

Local roads have faced significant stress due to the population increase, resulting in expanded lanes and the construction of additional roads that have improved traffic flow. Additionally, several recent changes to public transit have either been implemented or are currently in progress, particularly in more inland urban areas like Port St. Lucie and unincorporated St. Lucie County jurisdictions, including a $5 million

[66] Census.gov, "Age and Sex St. Lucie County," 2020–2024, https://data.census.gov/table?q=population+growth+by+age+st.lucie+county+florida&y=2019.
[67] Florida Department of Transportation, "Midway Road (County Road 712) Widening Projects," https://www.midwayrd.com/.
[68] Port St. Lucie Talks, "Surf Conditions Rise at Fort Pierce Inlet State Park," 2025.
[69] Florida Climate Institute, "Florida Climate Changes, Variation," 2019, https://floridaclimateinstitute.org/images/newsletter/2019-May/FloridaClimate-Summary-KeyMessages.pdf.

federal grant aimed at modernizing the public transportation system,[70] and a 10-year Transit Development Plan (TDP) designed to ensure efficient access to essential services.[71] These new assets, if not adequately protected from the impacts of tropical cyclones and hurricanes, could be damaged or destroyed by a future storm.

Moreover, the Treasure Coast International Airport near St. Lucie Village, owned by St. Lucie County, is undergoing significant renovations to enhance its facilities and attract more airlines to serve the growing population.[72] This expansion also increases the amount of infrastructure at risk and contributes to higher flight traffic, potentially resulting in more delays during tropical cyclone events. Alongside transportation improvements, St. Lucie County is also implementing upgrades to utilities and stormwater management systems to better mitigate the impacts of hurricanes and tropical cyclones.

PROJECTED FUTURE CHANGES

For the coast of St. Lucie, a Coastal Storm Risk Management Project (CSRM) is planned to protect 3.3 of the 21 miles of Atlantic shoreline in St. Lucie County.[73] This initiative includes beach and dune nourishment to reduce the erosion effects caused by storm surges and heavy rainfall on local beaches. Following initial construction, there will be two renourishment periods scheduled at 18-year intervals. While the project primarily targets large tropical storms, it will also help mitigate the surge and beach erosion resulting from any tropical cyclone.

The population in St. Lucie County is anticipated to continue growing, with an expected increase of over 60,000 residents by 2030. This population growth will place greater demands on transportation systems and emergency response capabilities within the community, thereby increasing the risk to infrastructure, residents, and responders during tropical cyclone events. However, ongoing training, utility upgrades, and heightened awareness of severe storms and lightning will aid in mitigating these risks. It is essential for the county to continue enhancing facilities while considering the growing population and the escalating impacts of tropical cyclones.

[70] WPEC, "St. Lucie County secures $5 million FTA grant to enhance public transportation services," 2025, https://cbs12.com/news/local/st-lucie-county-commissioners-secure-grant-of-over-5-million-to-improve-transportation-services-florida-october-6-2025.
[71] St. Lucie Transportation Planning Organization, "Bus Plus Transit Development Plan," 2020, http://www.stlucietpo.org/portfolio/transit-development-plan/.
[72] WPEC, "Treasure Coast International Airport Changes," 2025, https://cbs12.com/news/local/commercial-airlines-coming-soon-to-treasure-coast.
[73] U.S. Army Corps of Engineers, "St Lucie County, FL. Coastal Storm Risk Management Project (CSRM)," 2025, https://www.saj.usace.army.mil/About/Congressional-Fact-Sheets-2025/St-Lucie-County-FL-Coastal-Storm-Risk-Management-Project/.

Pests and Plant Diseases, Including Agriculture

Definition

Pests are unwanted organisms that can damage plants, humans, and structures, including food crops.[74] They can also cause harm to livestock or stored products, leading to economic losses and reduced quality and quantity. They often compete with plants for nutrients, water, and sunlight, or directly damage plant tissues, and can include insects, invasive weeds, nematodes, rodents, and certain birds.

Insects can damage fruit and vegetable crops. Various grasshoppers, weevils, beetles, and small insects like thrips and certain fly larvae can cause substantial harm. Among the most common harmful insects are *Lepidoptera* (moths and butterflies) and *Homoptera* (aphids and leafhoppers). Damage caused by moth larvae often appears as ragged edges on leaves or holes within them. Homopteran insects, such as aphids, can be hard to spot without a magnifying lens, but their damage can be identified by yellow speckles and a sticky film on leaf surfaces.[75]

Other insects can cause different types of damage, including defoliation and tunneling in stems and fruits. Plant damage can include weak or stunted plants with damaged leaves or fruit. In addition, the underside of leaves may harbor insects and insect eggs. While many insects are harmful, some are beneficial, serving roles in crop pollination or as predators of nuisance insects.[76]

Plants play a crucial role in the ecosystem, showcasing a diversity that goes beyond the variety of species. Each plant exhibits unique characteristics, such as the vibrant colors of its flowers and the intricate design of its leaves, which reflect its adaptations to the environment and its ecological role. There are several different expressions and definitions of plants:[77]

- **Native plants** are species that have evolved over hundreds or thousands of years within a specific region or ecosystem, contributing to the balance of nature.
- **Invasive plants** are non-native species that become established in various locations, grow rapidly, and spread so extensively that they disrupt plant communities or ecosystems.
- **Non-invasive**, or **alien, plants** are species introduced by humans, either intentionally or accidentally, to new locations or habitats where they were not previously found.
- **Exotic plants** are those not native to the continent where they are currently found. For example, plants from Europe are considered exotic in North America and vice versa.

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[74] PennState Extension, "Pests and Pesticides in Agriculture," https://extension.psu.edu/pests-and-pesticides-in-agriculture.
[75] University of Minnesota, "Pests and Diseases: An Introduction," https://smfarm.cfans.umn.edu/pests-and-diseases/pests-and-diseases-introduction.
[76] University of Minnesota, "Pests and Diseases: An Introduction," https://smfarm.cfans.umn.edu/pests-and-diseases/pests-and-diseases-introduction
[77] St. Lucie County Florida, *What Are Invasive Plants?* [Presentation Script], https://www.stlucieco.gov/home/showpublisheddocument/6968/636760783693600000.

- **Weeds** are plants, whether native or non-native, which are not valued where they grow. They pose a significant threat to agriculture and natural ecosystems in the United States.
- **Noxious weeds**, or **noxious plants**, refer to any plant or plant product that can directly or indirectly harm or damage crops (including nursery stock and plant products), livestock, poultry, or other agricultural interests. This also includes threats to irrigation, navigation, the nation's natural resources, public health, or the environment.

Plant diseases are classified as biotic and abiotic. Biotic diseases refer to living organisms, such as fungi, bacteria, and viruses. In contrast, abiotic diseases result from non-living causes, such as herbicides, pollution, road salt, and excessive or deficient levels of certain nutrients.[78]

Biotic disease typically manifests randomly across a field, affecting different plants with varying levels of severity. These diseases often present visible signs, such as fluffy mold growths.

Fungal diseases can usually be identified by their characteristic features, including visible mold, orange pustules, and round leaf spots. *Bacterial diseases* are often marked by wet or "water-soaked" lesions, as well as irregularly shaped leaf spots. *Viral infections* can lead to irregular color changes, like mosaic patterns on leaves or unusual foliage colors, including red leaves.

Additionally, *nematodes*, microscopic worms, are also considered biotic disease agents. They frequently cause root rot and irregular root growth.

Abiotic diseases typically manifest in a distinct pattern, often found along roadsides, and affect all plants in the area similarly. These diseases can also impact various types of nearby plants, including weeds and other crops. Common symptoms of abiotic diseases include brown, dead, or wilted leaf tips, as well as yellowing of older leaves.

INVASIVE SPECIES

Invasive species are non-native species introduced into specific ecosystems, and their introduction can cause or is likely to cause harm to the economy, environment, or human health. These invasive species can include plants, animals, or pathogens.[79] Florida has approximately 1,300 non-native plants and thousands of non-native life forms—including insects, mites, nematodes, fungi, and microbes—making it "ground zero" for invasive species in the United States.[80] Currently, St. Lucie County is home to 170 invasive plant species, 14 plant diseases, and nine invasive insect species, as shown in Table 55, Table 56, and Table 57.[81]

[78] University of Minnesota, "Pests and Diseases: An Introduction," https://smfarm.cfans.umn.edu/pests-and-diseases/pests-and-diseases-introduction.
[79] St. Lucie County Florida, *What Are Invasive Plants?* [Presentation Script], https://www.stlucieco.gov/home/showpublisheddocument/6968/636760783693600000.
[8080] University of Florida/Institute of Food and Agricultural Sciences, "Invasion Science Institute," https://invasionscience.ufl.edu/about/.
[81] EDD Maps, "Species Locator," https://www.eddmaps.org/specieslocator.cfm.

Table 55: Invasive Plants in St. Lucie County[82]

Common Name	Scientific Name	Number of Records
Ilima	*Sida cordifolia*	1
Agave	*Agave* spp.	1
Air-potato	*Dioscorea bulbifera*	38
Akee	*Blighia sapida*	1
Alligatorweed	*Alternanthera philoxeroides*	1
American evergreen	*Syngonium podophyllum*	9
Angleton bluestem	*Dichanthium aristatum*	1
Antilles calophyllum	*Calophyllum antillanum*	1
Arrow bamboo	*Pseudosasa japonica*	2
Arrowleaf elephant's ear	*Xanthosoma sagittifolium*	3
Asian nakedwood	*Colubrina asiatica*	3
Asian swordfern	*Nephrolepis brownii*	1
Asparagus fern	*Asparagus densiflorus*	1
Australian-pine	*Casuarina equisetifolia*	103
Bahiagrass	*Paspalum notatum* var. *saurae*	1
Balsamapple	*Momordica charantia*	5
Bay Biscayne creeping-oxeye	*Sphagneticola trilobata*	67
Beach naupaka	*Scaevola taccada*	67
Blackeyed Susan vine	*Thunbergia alata*	1
Bloodflower milkweed	*Asclepias curassavica*	1
Boatlily	*Tradescantia spathacea*	1
Bottlebrush	*Callistemon viminalis*	6
Brazilian jasmine	*Jasminum fluminense*	7
Brazilian peppertree	*Schinus terebinthifolia*	582
Britton's wild petunia	*Ruellia simplex*	3
Browne's blechum	*Ruellia blechum*	3
Browntop millet	*Urochloa ramosa*	1
Caesarweed	*Urena lobata*	162
Canadian horseweed	*Erigeron canadensis*	2

[82] EDD Maps, "Species Locator," https://www.eddmaps.org/specieslocator.cfm.

Common Name	Scientific Name	Number of Records
Carrotwood	*Cupaniopsis anacardioides*	63
Castorbean	*Ricinus communis*	29
Catclaw-vine	*Macfadyena unguis-cati*	1
Cathedral bells	*Kalanchoe pinnata*	6
Centipede tongavine	*Epipremnum pinnatum*	2
Chandelier plant	*Kalanchoe delagoensis*	1
Chinaberry	*Melia azedarach*	3
Chinese banyan	*Ficus microcarpa*	11
Chinese privet	*Ligustrum sinense*	1
Chinese tallowtree	*Triadica sebifera*	17
Chinese wisteria	*Wisteria sinensis*	1
Citrus	*Citrus* spp.	1
Coat buttons	*Tridax procumbens*	1
Coco yam, wild taro	*Colocasia esculenta*	13
Coconut palm	*Cocos nucifera*	1
Cogongrass	*Imperata cylindrica*	29
Common ragweed	*Ambrosia artemisiifolia*	2
Common water hyacinth	*Pontederia crassipes*	5
Coral ardisia	*Ardisia crenata*	24
Crowfootgrass	*Dactyloctenium aegyptium*	11
Cuban bulrush	*Oxycaryum cubense*	6
Cupid's-shaving-brush	*Emilia fosbergii*	3
Day jessamine	*Cestrum diurnum*	2
Devil's backbone	*Kalanchoe daigremontiana*	2
Dotted duckmeat	*Landoltia punctata*	1
Dotted smartweed	*Persicaria punctata*	1
Earleaf acacia	*Acacia auriculiformis*	138
Eclipta	*Eclipta prostrata*	1
Elephant grass	*Cenchrus purpureus*	2
Emperor's candlesticks	*Senna alata*	2
Eucalyptus	*Eucalyptus* spp.	1

Common Name	Scientific Name	Number of Records
Eulophia ground orchid	*Eulophia graminea*	17
European common reed, Phragmites	*Phragmites australis* ssp. *australis*	1
Flamevine	*Pyrostegia venusta*	1
Florida pusley	*Richardia scabra*	1
Fragrant waterlily	*Nymphaea odorata*	1
Giant rat's tail grass	*Sporobolus pyramidalis*	1
Giant reed	*Arundo donax*	2
Gold Coast jasmine	*Jasminum dichotomum*	2
Golden polypody	*Phlebodium aureum*	1
Golden trumpet	*Allamanda cathartica*	3
Guava	*Psidium guajava*	19
Guava	*Psidium* spp.	2
Guineagrass	*Megathyrsus maximus*	101
Hairy beggarticks	*Bidens pilosa*	1
Hairy indigo	*Indigofera hirsuta*	4
Hedge bamboo	*Bambusa multiplex*	1
Hybrid mother of millions	*Kalanchoe x houghtonii*	1
Hydrilla	*Hydrilla verticillata*	17
Iguanatail	*Sansevieria hyacinthoides*	29
Inchplant	*Tradescantia zebrina*	1
Indigo	*Indigofera spicata*	3
Jamaica feverplant	*Tribulus cistoides*	5
Jamaican nightshade	*Solanum jamaicense*	2
Japanese climbing fern	*Lygodium japonicum*	12
Jaraguagrass	*Hyparrhenia rufa*	2
Java plum	*Syzygium cumini*	21
Javanese bishopwood	*Bischofia javanica*	8
Jimsonweed	*Datura stramonium*	1
John Charles	*Hyptis verticillata*	1
Junglerice	*Echinochloa colona*	1
Knotroot foxtail	*Setaria parviflora*	1

Common Name	Scientific Name	Number of Records
Kudzu	*Pueraria montana* var. *lobata*	1
Lady of the night cactus	*Cereus hexagonus*	1
Lakeshore nutrush	*Scleria lacustris*	3
Largeflower Mexican clover	*Richardia grandiflora*	1
Largeleaf lantana	*Lantana camara*	17
Limpograss	*Hemarthria altissima*	2
Lionsear	*Leonotis nepetifolia*	1
Little ironweed	*Cyanthillium cinereum*	1
Madagascar periwinkle	*Catharanthus roseus*	7
Malabar plum	*Syzygium jambos*	1
Manila grass	*Zoysia matrella*	1
Melaleuca	*Melaleuca quinquenervia*	57
Mimosa	*Albizia julibrissin*	1
Miniature flatsedge	*Cyperus prolifer*	2
Molassesgrass	*Melinis minutiflora*	3
Monk orchid	*Oeceoclades maculata*	1
Mountain ebony	*Bauhinia variegata*	2
Narrow swordfern	*Nephrolepis cordifolia*	7
Natalgrass	*Melinis repens*	15
Natal-plum	*Carissa macrocarpa*	1
Nightblooming cactus	*Hylocereus undatus*	1
Octopus tree	*Schefflera actinophylla*	41
Old world climbing fern	*Lygodium microphyllum*	252
Pacara earpod tree	*Enterolobium contortisiliquum*	1
Paragrass	*Urochloa mutica*	7
Paraguayan purslane	*Portulaca amilis*	1
Pitted beardgrass	*Bothriochloa pertusa*	1
Portia tree	*Thespesia populnea*	8
Primrose-willow	*Ludwigia peruviana*	41
Princess of the night	*Selenicereus pteranthus*	1
Privet	*Ligustrum* spp.	2

Common Name	Scientific Name	Number of Records
Queen palm	*Syagrus romanzoffiana*	10
Red mangrove	*Rhizophora mangle*	1
Red tasselflower	*Emilia sonchifolia*	1
River sheoak	*Casuarina cunninghamiana*	4
Roadside sandmat	*Euphorbia lasiocarpa*	1
Rosarypea	*Abrus precatorius*	156
Rose myrtle	*Rhodomyrtus tomentosa*	1
Royal poinciana	*Delonix regia*	1
Sea hibiscus	*Talipariti tiliaceum* var. *tiliaceum*	4
Sea hibiscus	*Hibiscus tiliaceus*	1
Seagrass	*Halophila stipulacea*	1
Senegal date palm	*Phoenix reclinata*	11
Shoebutton ardisia	*Ardisia elliptica*	94
Showy rattlebox	*Crotalaria spectabilis*	5
Shrubby false buttonweed	*Spermacoce verticillata*	6
Simpleleaf chastetree	*Vitex trifolia*	4
Smooth crotalaria	*Crotalaria pallida*	9
Smooth rattlebox	*Crotalaria pallida* var. *obovata*	1
Smutgrass	*Sporobolus indicus*	2
Snake plant	*Dracaena hyacinthoides*	1
Southern crabgrass	*Digitaria ciliaris*	1
Southern sandbur	*Cenchrus echinatus*	1
Spreading sneezeweed	*Centipeda minima*	1
Sprenger's asparagus fern	*Asparagus aethiopicus*	3
Strawberry guava	*Psidium cattleyanum*	35
Surinam cherry	*Eugenia uniflora*	24
Torpedograss	*Panicum repens*	54
Tropical almond	*Terminalia catappa*	1
Tropical bushmint	*Cantinoa mutabilis*	1
Tropical signalgrass	*Urochloa distachyos*	1
Tropical soda apple	*Solanum viarum*	27

Common Name	Scientific Name	Number of Records
Turkeyberry	*Solanum torvum*	1
Turk's turbin	*Clerodendrum indicum*	1
Twoleaf nightshade	*Solanum diphyllum*	6
Valamuerto	*Senna pendula var. glabrata*	4
Washington fan palm	*Washingtonia robusta*	4
Water fern	*Salvinia minima*	5
Water lettuce	*Pistia stratiotes*	1
Wedge-leaf rattlebox	*Crotalaria retusa*	1
Wetland nightshade	*Solanum tampicense*	2
White cypress-pine	*Callitris columellaris*	1
White leadtree	*Leucaena leucocephala*	4
Widow's-thrill	*Kalanchoe* spp.	1
Wild-proso millet	*Panicum miliaceum*	1
Woman's tongue tree	*Albizia lebbeck*	8
Yellow butterfly palm	*Dypsis lutescens*	1
Yellow nutsedge	*Cyperus esculentus*	1

Table 56: Invasive Insects in St. Lucie County[83]

Common Name	Scientific Name	Number of Records
Corn earworm, tomato fruitworm	*Helicoverpa zea*	3
Fall armyworm	*Spodoptera frugiperda*	4
Fire ant decapitating fly	*Pseudacteon obtusus*	1
Fire ant decapitating fly	*Pseudacteon curvatus*	1
Fire ant decapitating fly	*Pseudacteon tricuspis*	1
Fire ants	*Solenopsis* spp.	4
Formosan subterranean termite	*Coptotermes formosanus*	3
Pink hibiscus mealybug	*Maconellicoccus hirsutus*	2
Tawny crazy ant	*Nylanderia fulva*	1

[83] EDD Maps, "Species Locator," https://www.eddmaps.org/specieslocator.cfm.

Table 57: Plant Diseases in St. Lucie County[84]

Common Name	Scientific Name	Number of Records
Botryosphaeria rots and cankers	*Botryosphaeria* spp.	3
Calonectria	*Calonectria* spp.	2
Cucurbit downy mildew	*Pseudoperonospora cubensis*	3
Heterobasidion root rots	*Heterobasidion* spp.	8
Laurel wilt	*Harringtonia lauricola*	11
Odontoglossum ringspot virus (ORSV)	*Tobamovirus ORSV*	1
Papaya ringspot virus (PRSV)	*Potyvirus PRSV*	2
Pestalotia fungi	*Pestalotia* spp.	1
Phomopsis cankers and twig blights	*Phomopsis* spp.	1
Phytophthora blight	*Phytophthora nicotianae*	2
Powdery mildew	*Oidium* spp.	1
Pythium diseases	*Pythium* spp.	2
Rhizoctonia damping-off, blight, and rot	*Rhizoctonia solani*	4
Texas potato purple top	*Candidatus Phytoplasma asteris*-related strain PPT4-TX	3

In fiscal year 2023–2024, $251,255.65 was spent on controlling and eradicating invasive plants on public conservation lands in St. Lucie County (see Table 58).[85]

Table 58: Invasive Plant Control Costs on St. Lucie County Conservation Lands, FY 2023–2024

Public Conservation Land	Acres	Cost
Coastal Preserves	408.57	$78,483.30
Paleo Hammock Preserve	293.15	$149,933.85
Ancient Oak Preserve	36.25	$22,838.50
Total	**737.90**	**$251,255.65**

[84] EDD Maps, "Species Locator," https://www.eddmaps.org/specieslocator.cfm.
[85] Florida Fish and Wildlife Conservation Commission, "Upland Invasive Plant Control Program," https://myfwc.com/media/wjxho2so/2023-2024-uplands-annual-report.pdf.

Location and Extent

Several cities and areas in St. Lucie County are notably affected by invasive species.

- Port St. Lucie has extensive urban and suburban landscapes where invasive species can thrive, particularly in disturbed areas and along roadsides.
- Similarly, Fort Pierce, which is near the coastal wetlands and estuaries, faces challenges with invasive aquatic plants and other species that can disrupt local ecosystems.
- In developing areas like Tradition (Port St. Lucie), the potential for invasive species to establish in newly disturbed environments increases.
- St. Lucie Village, as a smaller, more rural community, is also susceptible to invasive plant proliferation, particularly in residential gardens and natural areas.

Parks and natural reserves, including places like the Savannas Preserve State Park and the St. Lucie River Preserve Park, are not immune to the threat of invasives. Species such as melaleuca (paperbark tree) and Chinese tallow can establish themselves in these areas, further threatening the integrity of native ecosystems.[86]

Additionally, agricultural land faces challenges from invasive insects and diseases introduced or spread through farming practices. These pests can affect crop yields and contribute to economic losses for farmers. Residential areas also contribute to the issue, as ornamental plants labeled as non-invasive can sometimes escape cultivation and establish themselves in the wild, further exacerbating the spread of invasive species.

EXTENT

The Disease Severity Index (DSI) is a critical tool for assessing the impact of various pathogens and environmental factors on crop health and productivity. By systematically categorizing the severity of disease symptoms, this scale enables farmers, agronomists, and researchers to make informed decisions regarding pest management, disease control strategies, and overall crop management practices. The DSI serves as a quantitative measure of disease impact, reflecting factors such as the proportion of affected plants and the severity of symptoms observed in the field.[87]

This scale typically ranges from 0 to 9, where lower scores indicate minimal damage and higher scores reflect increasingly severe levels of damage (see Table 59). For instance, a rating of 0 signifies no visible symptoms, while a score of 8 or 9 suggests severe damage characterized by significant leaf drop, stunted

[86] Plant Conservation Alliance's Alien Plant Working Group, "Least Wanted," https://www.invasive.org/alien/fact/mequ1.htm; Levi Hoskins, "Tell Me About Chinese Tallow," University of Florida Earth Systems Institute, https://www.floridamuseum.ufl.edu/earth-systems/blog/tell-me-about-chinese-tallow/#:~:text=Florida%20is%20a%20hotspot%20for,how%20the%20soil%20holds%20water.

[87] Kuo-Szu Chiang, Hsuan Liu, and Clive H. Bock, "A Discussion on Disease Severity Index Values: Warning on Inherent Errors and Suggestions to Maximize Accuracy," *Annals of Applied Biology* 171 (2017): 139–154, https://doi.org/10.1111/aab.12362.

growth, and potential plant death. Understanding where a particular plant falls on this scale can help in assessing the overall health and resilience of native species affected by invasive pests.

Table 59: Disease Severity Index for Plants/Agriculture[88]

Disease Score	Lesion Area %	Disease Reaction
0	0	Highly Resistant
1	1–10	Resistant
3	11–30	Moderately Resistant
5	31–50	Moderately Susceptible
7	51–75	Susceptible
9	76–100	Highly Susceptible

Therefore, the intensity of plant disease in St. Lucie County can range from 0 to 9.

JURISDICTIONAL IMPACTS

Hazard impacts refer to the adverse effects stemming from natural or human-induced events. These impacts include physical damage, human health concerns, and economic, environmental, and social impacts. For the most part, the impacts of pests and plant diseases are similar across all of the participating jurisdictions. Invasive pests and plant diseases can lead to significant damage to local vegetation and ecosystems, reducing biodiversity and altering natural habitats. This can result in economic impacts, such as decreased property values and increased costs for pest management and restoration efforts. Human health concerns may arise from the potential for certain pests to carry diseases, posing risks to residents. Additionally, the social effects include reduced recreational opportunities and community aesthetics, which can affect residents' quality of life and local tourism.

In unincorporated St. Lucie County, the impacts of invasive pests, plants, and plant diseases may lead to agricultural losses, affecting yields and livelihoods, while posing health concerns from increased pesticide use.

NATIONAL RISK INDEX

The NRI is a valuable tool for assessing various hazards across communities in the United States. However, it does not evaluate pests and plant diseases as a significant hazard, so they are not included in this particular hazard profile.

[88] Muhammad Tariq, Sajid Ali, and Abdul Rauf, "Assessment of Yield Losses Caused by Bacterial Blight of Rice in Upper Dir, Khyber Pakhtunkhwa Province, Pakistan," *ResearchGate*, 2016, https://www.researchgate.net/publication/308597732_ASSESSMENT_OF_YIELD_LOSSESS_CAUSED_BY_BACTERIAL_BLIGHT_OF_RICE_IN_UPPER_DIR_KHYBER_PAKHTUNKHWA_PROVINCE_PAKISTAN.

Magnitude and Severity

The potential magnitude and severity of invasive pests and plant diseases in the County can be significant due to the region's warm climate and diverse ecosystems. Invasive pests pose a serious threat to the agricultural sector, particularly citrus crops, leading to a decline in yield and quality. Plant diseases like citrus greening can spread rapidly, affecting entire orchards and resulting in heavy economic losses for farmers and associated industries.

Moreover, the presence of invasive species can disrupt local ecosystems, leading to the displacement of native flora and fauna. This shift can alter habitat conditions and reduce biodiversity, ultimately impacting the community's environmental health and resilience. Additionally, the economic ramifications could extend beyond agriculture, affecting tourism, real estate values, and local economies that rely on healthy ecosystems. Overall, the threat posed by invasive pests and plant diseases presents a multifaceted challenge that requires ongoing monitoring.

Historic Events

- **Ongoing – Broad mites:** In recent years, broad mites (*Polyphagotarsonemus latus*) have been recognized as a major agricultural pest in St. Lucie County, particularly impacting pepper crops.[89]
- **Ongoing – Scale insects:** Scale insects are a persistent problem for many crops, and the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS) Extension has issued alerts regarding scale infestations on mango trees in St. Lucie County.[90]
- **Ongoing – Brazilian Pepper Tree:** The invasive Brazilian Pepper Tree continues to threaten agriculture in St. Lucie County by outcompeting crops and altering ecosystems. Florida spends $2.4 million annually to manage these trees on conservation land while cattle ranchers are spending $250,000 annually to be able to control the species.[91]
- **2020–Present – *Thrips parvispinus* (pepper thrips):** This invasive species of thrips began causing significant damage in Florida. First identified in the state in 2020, this insect has rapidly expanded its range beyond isolated greenhouses and is now affecting a variety of plants in residential landscapes. This species is among the smallest thrips in Florida, making it difficult to spot. The tiny insects move from plant to plant by flying and hopping, using their mouthparts to rasp the surface and extract sap. This feeding can stunt plant growth and diminish crop yields. While researchers have yet to identify

[89] Amir Rezazadeh, "Pepper Problem: Broad Mite," UF/IFAS Extension St. Lucie County, University of Florida, July 8, 2025, https://blogs.ifas.ufl.edu/stlucieco/2025/07/08/pepper-problem-broad-mite/.
[90] Amir Rezazadeh, "Scale Insect on Mango Tree," UF/IFAS Extension St. Lucie County, University of Florida, October 19, 2020, https://blogs.ifas.ufl.edu/stlucieco/2020/10/19/scale-insect-on-mango-tree/.
[91] Megan Lewis, "Experts Scramble to Control Harmful Growth That Has Overrun 700,000 Acres of US Territory — Here's What You Need to Know," *Yahoo News*, September 18, 2025, https://www.yahoo.com/news/articles/experts-scramble-control-harmful-growth-190000720.html.

any viruses specifically transmitted by pepper thrips, it is common for thrips to carry viruses between plants, which can lead to plant mortality.[92]

- **2005–Present – Citrus greening (*Huanglongbing*/HLB):** Citrus greening has become one of the most significant challenges for Florida's citrus industry since its identification in 2005. The plant disease, caused by the bacterium *Candidatus Liberibacter asiaticus* and transmitted by the Asian citrus psyllid, quickly spread throughout the state, resulting in catastrophic declines in citrus production.
- *Historically, the impact of citrus greening was stark. In just 20 years, Florida's citrus output dropped by 90%. Production figures, which reached approximately 300 million boxes (each box representing about 90 pounds of fruit) in 2004, decreased to just 20 million boxes by 2024, with estimates indicating a further decline of 14.1 million boxes by 2025.*
- *The economic repercussions have been equally extensive. Production costs have skyrocketed, more than doubling over the years, worsening financial strains for growers. This crisis has resulted in the loss of about 50 million citrus trees and the disappearance of around 33,000 jobs tied to the industry. The overall economic toll is estimated to surpass $20 billion, greatly affecting rural economies where citrus farming has historically been a vital source of employment and income.*
- *The circumstances surrounding citrus greening are still developing, and the ongoing battle against the disease continues to shape Florida's agricultural future.*[93]
- **2009–Present – Citrus whitefly and rugose spiraling whitefly:** The citrus whitefly is a significant pest in Florida and other Gulf states. It typically infests several trees, including chinaberry, *Ficus*, green ash, Osage orange, tree of heaven, umbrella tree, and oak tree.
- *The rugose spiraling whitefly, a member of the citrus whitefly family, was first identified in Florida in 2009 and has since spread throughout the state. This whitefly poses an increasing problem for homeowners, jurisdictions, and business owners. It feeds on a broad range of host plants, including palms, woody ornamentals, and various fruits.*
- *Heavy infestations of whiteflies can result in leaf wilting, premature leaf drop, and smaller fruit. The insects' feeding can stress plants and lead to dieback. Additionally, the honeydew they produce creates an ideal environment for black sooty mold, which can spread to cover nearby surfaces.*[94]
- **Ongoing – Laurel Wilt:** Laurel Wilt is a serious fungal pathogen that mainly targets woody plants. As of October 2019, Laurel Wilt has been documented in a range of locations, including Florida. The pathogen spreads mainly through insect vectors, which introduce the fungus into trees. Laurel Wilt poses an ongoing threat.[95]

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[92] Tory Moore, "Scientists Warn of Invasive Plant Pest, Say Early Detection, Reporting Key," UF/IFAS News, University of Florida, March 29, 2023, https://blogs.ifas.ufl.edu/news/2023/03/29/scientists-warn-of-invasive-plant-pest-say-early-detection-reporting-key/.
[93] Robin Siktberg, "The Fight Against Citrus Greening: Emerging Biologicals Offer Hope," IR-4 Project, September 25, 2025, https://www.ir4project.org/news/citrusgreeningbiologicals/.
[94] Arborjet, "Whitefly," https://arborjet.com/wp-content/uploads/2019/04/Whitefly-PS-2019.pdf.
[95] National Invasive Species Council, "Laurel Wilt," National Invasive Species Information Center, https://www.invasivespeciesinfo.gov/terrestrial/pathogens-and-diseases/laurel-wilt#:~:text=Laurel%20wilt%20is%20a%20disease,species%20elsewhere%20in%20the%20world.

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated with this hazard.

Probability of Future Conditions

Future conditions can substantially impact pests and plant diseases in St. Lucie County in various ways. One major factor is the rise in temperatures, which can extend the growing season for many pests and pathogens.[96] In Florida's already subtropical climate, warmer temperatures may lead to a rise in populations of pests like aphids, whiteflies, and thrips. These insects not only damage crops but also affect ornamental plants, posing threats to both agriculture and landscaping.

Additionally, changes in humidity and precipitation patterns can create conditions conducive to the spread of plant diseases.[97] For example, increased humidity can promote fungal diseases such as powdery mildew and leaf spot, which thrive in moist environments. On the other hand, during periods of drought, plants may become stressed, making them more susceptible to infestations and disease. This stress response can weaken a plant's defenses, leading to more severe damage from pests.

Another concern is the potential for invasive species to thrive due to atmospheric changes. Warmer conditions may allow new pests that were previously unable to survive in the region to establish themselves. These invasive species can disrupt local ecosystems, outcompete native plants, and create challenges for local agriculture, further complicating pest management efforts.[98]

Moreover, shifts in pest life cycles are another consequence of changing atmospheric patterns. Milder winters may lead to higher survival rates of pests that would typically be controlled by cold weather.[99] This increase may result in more frequent and severe pest outbreaks, creating challenges for farmers and homeowners alike. As plant health and growth are affected by changing atmospheric patterns, stressed plants become more vulnerable to pests and diseases, creating a cycle that can be difficult to manage.

Finally, biodiversity in the region may decline due to atmospheric changes, disrupting existing ecological balances. As certain plants struggle to survive and others thrive in warming conditions, the dynamic relationships within ecosystems can shift. This could lead to an increase in pest populations if natural

[96] Sandra Skendžić, Monika Zovko, Ivana Pajač Živković, Vinko Lešić, and Darija Lemić, "The Impact of Climate Change on Agricultural Insect Pests," *Insects* 12, no. 5 (2021): 440, https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8150874/.
[97] Rachid Lahlali, Mohammed Taoussi, Salah-Eddine Laasli, Grace Gachara, Rachid Ezzouggari, Zineb Belabess, Kamal Aberkani, et al., "Effects of Climate Change on Plant Pathogens and Host-Pathogen Interactions," *Crop and Environment* 3, no. 3 (September 2024): 159–170, doi:10.1016/j.crope.2024.05.003, https://www.sciencedirect.com/science/article/pii/S2773126X24000212.
[98] Renée Cho, "How Climate Change Drives the Spread of Invasive Plants," *State of the Planet*, Columbia Climate School, March 12, 2024, https://news.climate.columbia.edu/2024/03/12/how-climate-change-drives-the-spread-of-invasive-plants/.
[99] Léonard Schneider, Martine Rebetez, and Sergio Rasmann, "The Effect of Climate Change on Invasive Crop Pests Across Biomes," *Current Opinion in Insect Science* 50 (April 2022): 100895, doi:10.1016/j.cois.2022.100895, https://www.sciencedirect.com/science/article/pii/S221457452200030X.

predators are diminished or if their habitats are altered unfavorably (see Figure 47).[100] Adapting to these conditions will require integrated pest management strategies and a focus on sustainable agricultural practices to minimize the impacts of atmospheric changes on pests and plant diseases in St. Lucie County.

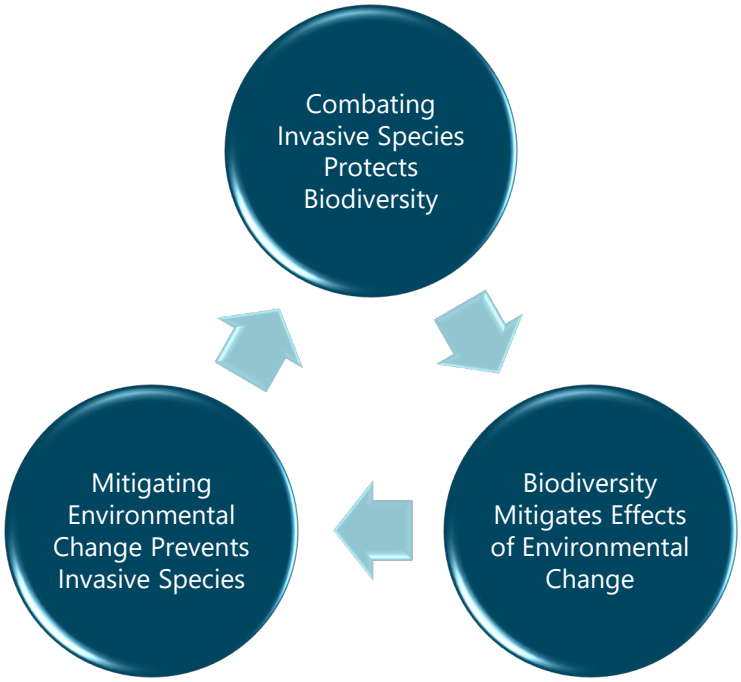

Figure 47: Environmental Change and Biodiversity Cycle[101]

The probability of future atmospheric change is likely to increase pests and plant diseases. As temperatures rise, many pests and pathogens thrive, leading to larger populations that can damage crops and plants. Additionally, changes in humidity and precipitation patterns can create ideal conditions for various plant diseases. This combination of factors suggests that atmospheric changes will worsen existing challenges related to pest management and plant health, making it necessary to adopt sustainable agricultural practices and to integrate pest management strategies to mitigate these impacts.

Vulnerability Assessment

St. Lucie County is vulnerable to a range of invasive pests, plants, and plant diseases due to its favorable climate and diverse ecosystems. The region's subtropical environment, characterized by warm temperatures and plentiful rainfall, creates ideal conditions for invasive species to thrive. This vulnerability is heightened by the presence of extensive agricultural lands, residential areas, and natural habitats, making it essential to assess the potential impacts of these invasive species on state assets, including agriculture, natural resources, and public health.

[100] Invasive Species Centre, "Climate Change," https://www.invasivespeciescentre.ca/invasive-species/what-is-at-risk/climate-change/.
[101] Invasive Species Centre, "Climate Change," https://www.invasivespeciescentre.ca/invasive-species/what-is-at-risk/climate-change/.

Invasive pests, such as the Asian tiger mosquito and the southern chinch bug, pose substantial threats to local agriculture and ecosystems. These pests can reduce crop yields and cause significant economic losses for farmers, particularly within St. Lucie's prominent citrus and vegetable sectors. Additionally, invasive plants like cogongrass and Brazilian pepper encroach upon natural landscapes, outcompeting native vegetation and leading to a decline in biodiversity. The establishment of these invasive species disrupts ecosystem functions and may result in increased management costs for landowners and state agencies tasked with restoration efforts.

Plant disease, often worsened by invasive pathogens, further contributes to the vulnerability of the County's agricultural assets. Diseases such as citrus greening have devastated local citrus production, impacting not only farmers' livelihoods but also the broader economy, including processing and distribution sectors. The interdependence of agriculture and tourism in Florida amplifies the risks, as declines in agricultural productivity could reduce tourist appeal and economic diversity within the County. Additionally, rural populations, often reliant on agriculture or fishing, may experience economic hardships as invasive species disrupt local ecosystems and displace native species that are crucial for their livelihoods.

St. Lucie County is at risk from invasive pests, plants, and diseases that can harm farming, damage natural ecosystems, and affect public health. These invasive species can have serious economic effects on the state. To tackle this issue, the County should continue to strengthen surveillance and control programs, raise public awareness, particularly among vulnerable populations, and coordinate efforts between local, state, and federal agencies. Ongoing research and monitoring are essential to understanding the changing threats from invasive species and to protecting St. Lucie's ecosystem and economy.

IMPACTS TO ASSETS

Table 60 provides a summary of the effects of pests and plant diseases. It discusses the impact on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence.

Table 60: Consequence Analysis

Sector	Consequence
Public	• Agricultural yields may decline, which may reduce income for farmers and related economic activities in St. Lucie County, which affects local markets and employment. • Expenses for pest management and disease control may rise, putting financial strain on both homeowners and agricultural producers. • Landscape and ornamental plants may deteriorate, diminishing property values and the aesthetic appeal of communities. • Crop damage may disrupt the food supply chain, affecting local food availability and prices. • The increased presence of pests may lead to health issues, including allergies and the spread of vector-borne diseases such as West Nile virus and Zika virus.

Sector	Consequence
	• Overuse of pesticides in response to pests may contaminate soil and water, harming local ecosystems and wildlife. • Insurance premiums and claim costs may rise for property owners affected by pest- and plant disease–related damages. • Public parks and green spaces may decline in appearance, potentially reducing recreational use.
First Responders	• Managing pest and plant disease outbreaks may divert resources away from emergency response duties, impacting service availability. • Pest management may redirect local funding away from emergency services, while agricultural damage may contribute to broader economic challenges that affect community safety.
Property, Facility, and Infrastructure	• Pests and plant diseases may weaken or destroy landscaping, trees, and vegetation, leading to reduced property values and increased maintenance costs. • Property owners may face higher expenses for pest control, disease management, and restoration of affected areas. • Certain pests, such as termites or rodents, may damage wooden structures, insulation, and wiring, resulting in costly repairs. • Pests and plant diseases may spread to neighboring properties, amplifying the impact and requiring coordinated management efforts.
Environment	• Invasive pests and diseases may disrupt local ecosystems and cause a decline in native plant species. • Some pests and diseases may degrade soil quality, affecting future crop production and land viability.
Economic Conditions	• A decline in landscape aesthetics may reduce real estate values in affected areas. • Revenue losses in impacted sectors may create budget shortfalls for local governments, hindering essential services and infrastructure development. • Decreased crop yields and increased disease management costs may result in significant financial losses for local farmers, affecting their income and livelihoods. • Economic decline in agriculture may lead to job losses, particularly in farming and related industries, affecting family incomes and local economies. • If invasive species diminish the area's natural beauty or recreational spaces, tourism may decline, impacting local businesses that rely on tourism. • Increased health issues from pests, such as mosquito-borne diseases, may raise healthcare costs and reduce productivity due to illness. • Pests and diseases may disrupt local agricultural markets, affecting supply chains and leading to higher prices for consumers. • The loss of native species and ecosystems due to invasives may harm fisheries and wildlife, which are vital for the economy in areas reliant on fishing and outdoor recreation.

Sector	Consequence
	• Funds may need to be redirected to manage invasive species and pests, limiting resources for other community services and development projects.
Public Confidence	• Crop losses and agricultural damage may reduce farmer income and raise consumer prices, eroding public confidence in the local economy. • Pest-borne diseases may cause fear and anxiety, undermining public confidence in local health safety. • Increased pest control spending may reduce public services, lowering confidence in government efficiency. • Community frustration over pest and plant disease impacts may lead to social division, weakening trust and cohesion among residents.

IMPACT ON COMMUNITY LIFELINES

Pests and plant diseases pose a threat to FEMA's Community Lifelines (see Figure 48).

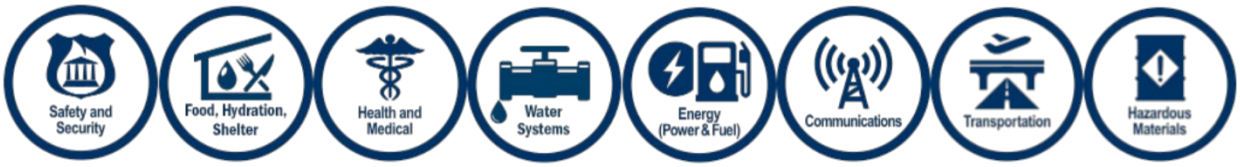

Figure 48: Federal Emergency Management Agency Community Lifelines

- **Food, Hydration, and Shelter:** Invasive pests and diseases can significantly disrupt local agriculture, leading to reduced food production and interruptions in supply distribution.
- **Health and Medical:** Certain invasive pests, like mosquitoes, can carry diseases that pose risks to public health. Invasive plants may also worsen allergies or respiratory issues, affecting overall community health.
- **Water Systems:** Aquatic invasive plants can clog waterways, leading to problems with water quality and availability. This affects both natural ecosystems and the infrastructure that supports community water needs.
- **Energy:** Invasive vegetation can disrupt local ecosystems that support energy production. For instance, invasive plants may take over bioenergy crops such as sugarcane, sweet sorghum, and pine, or obstruct power lines, reducing energy reliability.
- **Transportation:** Invasive plants growing along roadways can obstruct visibility and create hazardous driving conditions. Pests may also damage roadside vegetation, necessitating removal to maintain safe travel routes.

IMPACT DUE TO CHANGES IN DEVELOPMENT

In St. Lucie County, the impacts of invasive species and plant diseases have become more pronounced due to ongoing development. One substantial consequence is the disruption of local ecosystems. Invasive

species such as Brazilian pepper and melaleuca have taken over native habitats, often outcompeting native flora for resources. This invasion leads to a decline in biodiversity, altering ecosystems and disrupting local food chains. As native species dwindle, the resilience of these ecosystems against environmental changes is diminished, jeopardizing the health of local wildlife and plant populations.

Urban development can also create new breeding grounds for pests, particularly when drainage systems are not properly managed and stagnant water accumulates. This, in turn, may increase management costs for local governments and environmental agencies, as resources must be allocated for control measures and public education initiatives. These financial pressures can strain local budgets and divert funds from other critical services. Furthermore, the presence of invasive species like the *Aedes aegypti* mosquito introduces public health concerns, as these mosquitoes are known vectors of diseases, including Zika and dengue fever.

Additionally, ongoing development poses threats to water quality. Invasive aquatic plants, such as hydrilla, can clog waterways, disrupting natural water flow and lowering oxygen levels, which harms aquatic life. The alteration of these habitats impacts not only the flora and fauna but also the communities that rely on clean water for recreational and economic activities.

Moreover, statewide regulations have been updated to decrease the risk of pests and plant disease.

St. Lucie County revised its land development code on April 22, 2025, to address vegetation removal permits. This process ensures that when land is cleared, native vegetation is protected, and landowners are educated to identify and preserve beneficial local species.[102]

St. Lucie County and its municipalities have implemented a fertilizer ordinance to protect local waterways from nutrient pollution, which can fuel harmful algal blooms and weaken plant life. The ordinance, developed in partnership with UF/IFAS, prohibits the use of fertilizers containing nitrogen and phosphorus during the rainy season (June 1–September 30).[103]

The St. Lucie County Mosquito Control District operates an Integrated Mosquito Management program. This approach uses multiple, environmentally sound techniques to control mosquito populations, reducing the risk of mosquito-borne diseases that can also affect plant life in some cases.[104]

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[102] St. Lucie County, FL Municode Codification, "6.00.03. – Notice of Vegetation Removal Required," https://library.municode.com/fl/st._lucie_county/codes/land_development_code?nodeId=CHVIREPRST_6.00.00VEPRPR_6.00.03NOVERERE.

[103] UF/IFAS Extension St. Lucie County, *Keep Yards Green and St. Lucie Waters Clean: A Guide to St. Lucie County's and the City of Port St. Lucie's Fertilizer Management Ordinance,* City of Port St. Lucie Public Works Department, https://www.cityofpsl.com/files/assets/public/v/1/departments/public-works/documents/ufifas-fertilizer-brochure.pdf; City of Port St. Lucie, "Homeowner/Resident Frequently Asked Questions," https://www.cityofpsl.com/files/assets/public/v/1/departments/public-works/documents/homeownerresident-frequent.pdf.

[104] St. Lucie County Mosquito Control District, "St. Lucie County Mosquito Control District," St. Lucie County, https://www.stlucieco.gov/departments-and-services/mosquito-control/mosquito-control-district.

IMPACTS ON POPULATIONS OF FOCUS

In St. Lucie County, at-risk populations face risks from invasive pests and plant diseases, which can lead to adverse economic, health, and social consequences. Disenfranchised communities, particularly resource-limited families, may struggle with food insecurity as invasive species disrupt local agriculture, reducing both the availability and affordability of local produce.

Additionally, elderly individuals and those with pre-existing health conditions may experience heightened health risks. Invasive pests can increase respiratory issues and allergic reactions, especially if agricultural pest management practices are insufficient or unsafe. Without adequate awareness and access to protective measures, these vulnerable groups face greater health challenges that can undermine their overall well-being.

Children in the County are also at an increased risk, as they may be exposed to pesticides used in attempts to control invasive species. Schools and childcare facilities, which may not have the resources to implement effective pest management or provide education on pest-related illnesses, can compound this risk.

The impact of invasive pests and plant disease could also disproportionately affect cross-cultural communities in the County, many of whom work in agriculture. They may face job loss as crop yields decline, and language barriers can hinder effective communication about risks and available resources. This lack of access to vital information can prevent these populations from receiving assistance during and after crop failures, compounding their vulnerability.

In summary, invasive pests and plant diseases pose a complex threat to at-risk populations in the County. Resource-limited families, the elderly, children, and cross-cultural communities are particularly at risk. Limited resources, healthcare access, and ineffective communication about pest management and health risks further exacerbate their susceptibility.

Sea Level Rise

Definition

Sea level rise refers to the increase in the average level of the Earth's oceans and seas over time. This is primarily driven by two main factors: The melting of land-based ice sheets and glaciers, which contribute additional water to the oceans, and the thermal expansion of oceanwater.[105]

Location and Extent

Saint Lucie County has several areas that are at risk of flooding due to sea level rise, particularly in coastal and low-lying regions. One of the most vulnerable locations is Fort Pierce, where neighborhoods close to

[105] Cybersecurity and Infrastructure Security Agency, "Sea Level Rise." https://www.cisa.gov/topics/critical-infrastructure-security-and-resilience/extreme-weather/sea-level-rise.

the ocean and waterfront areas face significant flooding threats. The city's proximity to the Atlantic Ocean makes it particularly susceptible to flooding during heavy rains and high tidal events.

Port Saint Lucie also contains areas at risk, especially those along the Saint Lucie River and its tributaries. Flooding can occur in these regions during significant weather events, exacerbated by rising sea levels. Likewise, the small municipality of Saint Lucie village, located right next to the water, is another area that could experience increased flooding as sea levels rise.

Additionally, southern Fort Pierce beachfront areas are low in elevation and exposed directly to coastal flooding. Hutchinson Island, although technically a barrier island, is vulnerable to both storm surges and the gradual effects of sea level rise, thus increasing the risk for communities located there. Local governments and planning organizations are recognizing these risks and are increasingly working on resilient strategies to address the challenges posed by rising waters. See Figure 49 for a map of areas in St. Lucie County that at risk from 1-foot of sea-level rise, based on the 2022 U.S. Sea Level Change report data.[106]

[106] U.S. Sea Level Change, "Resources." https://earth.gov/sealevel/us/resources/2022-sea-level-rise-technical-report/#slr.

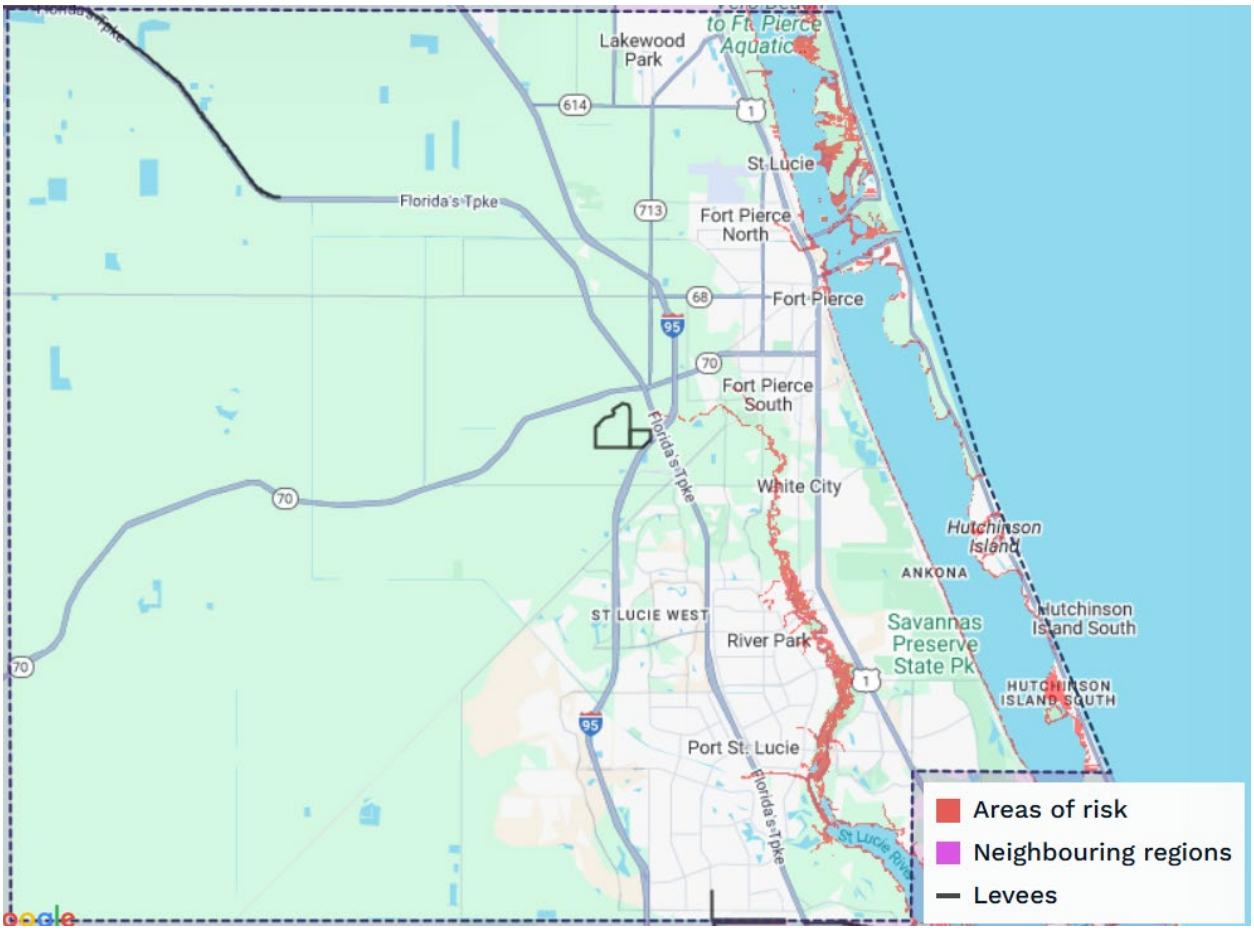

Figure 49: Areas at Risk from One Foot of Sea-Level Rise[107]

Extent

The extent of sea-level rise is measured using a combination of methods. One primary tool is tide gauges, which are installed along coastlines to measure the height of ocean water relative to a fixed point on land. By collecting long-term data from multiple tide gauges, scientists can analyze trends and variations in sea level over time.

In addition to tide gauges, satellite altimetry has become a crucial method. Satellites equipped with radars can measure the distance to the ocean surface with high precision. By calculating the time it takes for radar signals to bounce back, scientists can determine changes in sea level globally, while also accounting for variations due to factors like ocean currents and thermal expansion.[108]

[107] Climate Central, "Coastal Risk Finder," 2025, https://app.climatecentral.org/coastal-risk-finder.
[108] Global Sea Level Change, "How Do We Measure Sea Level Change?" https://earth.gov/sealevel/about-sea-level-change/how-we-measure/the-basics/.

Another important technique is satellite gravimetry, which measures changes in gravitational pull to assess water mass variations. This helps researchers understand how much water is being added to the oceans from melting glaciers and ice sheets, contributing to rising sea levels.

Additionally, remote sensing, which utilizes aerial and satellite imagery, allows for monitoring of coastal ecosystems and land use changes, enhancing understanding of local impacts.

JURISDICTIONAL IMPACTS

Hazard impacts refer to the adverse effects stemming from natural or human-induced events. These impacts include physical damage, human health concerns, and economic, environmental, and social impacts, as seen in Table 61.

Table 61: Impacts of Sea Level Rise on Jurisdictions

Jurisdiction	Impacts
St. Lucie County	• Increased flooding in low-lying coastal areas and areas along the Indian River in the eastern part of the County. • Infrastructure damage, particularly to roads on barrier islands, like S Ocean Dr on Hutchinson Island. • St. Lucie County has 19 parks located on or near the coast or the Indian River which could be damaged from high tide flooding and higher storm surge.[109]
City of Port St. Lucie	• Increased flooding in residential and commercial areas along the St. Lucie River, a tidally influenced river. • High tide flooding and increased storm surge could flood roads, cutting off neighborhoods. For example, flooding on SE Via Terra Bella could leave several houses cut off from support from emergency responders.
City of Fort Pierce	• Fort Pierce Wastewater Treatment Plant is located directly on the Indian River and could be impacted by storm surge exacerbated by sea level rise. • Increased flooding in low-lying areas on the eastern side of the City, particularly roadways which could impede ingress or egress from certain areas. • City parks located on the Indian River and the Atlantic Coast could be damaged by increased coastal erosion or storm surge exacerbated by sea level rise.
Town of St. Lucie Village	• Increased flooding in low-lying residential areas along the Indian River, which includes most of the Town. • North Indian River Dr. runs along the Indian River and is susceptible to flooding and damage due to sea level rise. • Beaches and land along the Indian River could erode at a faster pace as sea level rises, reducing the size of waterfront properties.

[109] St. Lucie County, "Parks of St. Lucie County," 2025, https://www.stlucieco.gov/departments-and-services/parks-recreation/parks-of-st-lucie-county.

NATIONAL RISK INDEX

The National Risk Index (NRI) is a valuable tool for assessing various hazards across communities in the United States. While the NRI does not evaluate sea-level rise as a stand-along hazard it, it is included as a variable when the NRI calculates coastal flooding risk. Table 62 shows the NRI data for St. Lucie County on coastal flooding.

Table 62: National Risk Index Data for Coastal Flooding in St. Lucie County[110]

NRI Score	NRI Rating	Expected Annual Loss – Building Value	Expected Annual Loss – Population Value	Total Expected Annual Loss
65.2	Relatively Moderate	$604,962.32	$97,669.75	$702,632.07

Magnitude and Severity

The potential magnitude and severity of sea level rise is significant due to its coastal location. Sea level rise is expected to continue along Florida's Atlantic coast over the coming decades. NOAA projections for the U.S. East Coast indicate that sea levels could rise by approximately 10 to 14 inches by 2050.[111] For St. Lucie County, this would increase the frequency of tidal flooding and high water events,[112] which can threaten infrastructure, homes, and critical facilities. Additionally, saline intrusion into freshwater resources could pose risks to the drinking water supply and agricultural practices in the region. The economic impact could be enormous, affecting property values, insurance costs, and emergency management resources.

Historic Events

Sea level rise serves as a creeping hazard that slowly intrudes upon communities, presenting challenges that are often difficult to quantify. Unlike historic events such as hurricanes and floods, which leave behind a clear trail of destruction, the gradual rise of the ocean does not provide immediate, measurable impacts that can be readily profiled in a Hazard Mitigation Plan. This slow advancement complicates the ability to assess the full scope of its effects, making it important to recognize the long-term implications it poses on a community's environmental, economic, and social well-being. While there are no specific historic events associated with sea-level rise included in this hazard profile due to its gradual nature, it is estimated that

[110] Federal Emergency Management Agency, "Resilience Analysis and Planning Tool," 2025, https://experience.arcgis.com/experience/0a317e8998534c30a9b2d3861c814d42/page/RAPT-2025#data_s=id%3AdataSource_16-19ae629aea1-layer-126%3A377.
[111] U.S. Sea Level Change, "Resources." https://earth.gov/sealevel/us/resources/2022-sea-level-rise-technical-report/#slr.

sea levels in Florida have risen by 7 inches since 1970.[113] It is likely that this rise in sea level has contributed to King Tide flooding and storm surge but is difficult to quantify.

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated with this specific hazard.

Probability of Future Conditions

The probability of future sea-level rise in St. Lucie County is closely tied to global changing atmospheric patterns, which predict a substantial increase in sea levels over the coming decades. Research indicates, the East Coast of the United States is expected to experience a sea-level rise of 10 to 14 inches by 2050. This rise is attributed to factors such as the melting of ice caps and the thermal expansion of seawater.[114] As a coastal community, the county is highly likely to experience some level of sea level rise.

St. Lucie County is at a substantial risk of flooding due to sea-level rise. The National Risk Index estimates that total estimated expected annual loss from coastal flooding, which includes sea-level rise projections, is $702,632.32.[115] This includes impacts to both buildings and people. It should be noted that expected annual loss is an average derived from past and projected coastal flooding events, not a prediction that loss will happen every year. Much of the loss is projected to fall on the barrier islands off of St. Lucie's coast and low-lying properties along the St. Lucie and Indian Rivers.

Vulnerability Assessment

Sea level rise amplifies the effects of coastal storms by increasing elevation during high tides and raising the base of storm surges. Coastal areas are particularly vulnerable to sea level rise, as well as to shifts in the frequency and intensity of storm events. Rising sea levels and intensified coastal storms can have adverse effects on low-lying inland regions, damage coastal ecosystems, exacerbate coastal erosion and flooding, and introduce saltwater and pollution into various coastal resources, including estuaries.

Low- and moderate-income coastal communities typically have fewer resources to prepare for, respond to, or recover from the impacts of sea level rise and coastal storms. They are also more likely to experience disproportionate consequences from workplace closures, loss of business revenue, and reduction of public services.

Southeast Florida is especially susceptible to sea level rise due to its peninsular shape and low elevation. Mapping different sea level rise inundation scenarios helps to identify areas at risk and supports planning

[113] National Sea Level Explorer, "Florida," 2024, https://earth.gov/sealevel/us/national-sea-level-explorer/?state=FL&scope=section_1.
[114] U.S. Sea Level Change, "Resources." https://earth.gov/sealevel/us/resources/2022-sea-level-rise-technical-report/#slr.
[115] Federal Emergency Management Agency, "Resilience Analysis and Planning Tool," 2025, https://experience.arcgis.com/experience/0a317e8998534c30a9b2d3861c814d42/page/RAPT-2025#data_s=id%3AdataSource_16-19ae629aea1-layer-126%3A377.

for a resilient community. Inundation maps, which show land at elevations below sea level, highlight regions near St. Lucie County's coastline and tidal waterways. Vulnerable inland areas include low-lying regions that may pose future challenges for stormwater management, even if they are not directly connected to tidal waters.

Adapting current structures and implementing mitigation strategies in redevelopment efforts can reduce the economic and social impacts on businesses, government entities, and residents in the county.

IMPACTS TO ASSETS

Table 63 provides a summary of the effects of sea-level rise. It discusses the impact on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, public confidence, and the consequences of these impacts.

Table 63: Consequence Analysis of Sea-Level Rise

Sector	Impacts
Public	• Roads, bridges, and public transportation systems may be at risk of flooding or damage, leading to increased traffic congestion and potential safety hazards. • Homes and neighborhoods in low-lying coastal areas are likely to be adversely affected, threatening property values and displacing residents. • Water supply, wastewater treatment, and stormwater management systems could be compromised, potentially leading to public health issues. • Coastal and waterfront parks, as well as recreational areas, may experience erosion or flooding, limiting public access and enjoyment. • Attractions that rely on coastal access, such as beaches and fishing areas, could see decreased visitation, impacting local businesses and the economy. • Flooded areas could hinder the ability of emergency responders to operate effectively during storms or flooding events.
First Responders	• Fire stations, police precincts, and emergency management offices located near coastal areas or low-lying regions may face flooding, which could disrupt operations. • Roads, bridges, and access routes that first responders rely on could become impassable due to flooding or erosion, delaying emergency response times. • Mobile towers and communication centers that are vulnerable to flooding might hinder effective communication during emergencies. • Public utilities that are affected by rising sea levels could contaminate water supplies or disrupt sewage systems, presenting health and safety risks. • Hospitals and clinics, especially those near the shore, may experience disruptions in services due to flooding or power outages. • Facilities designated as emergency shelters may need to be reassessed if they are located in vulnerable areas, impacting their availability during disasters. • Designated evacuation routes may be compromised, complicating evacuation efforts during hurricanes or floods.

Sector	Impacts
	• Areas used for training first responders might be at risk, impacting preparedness for emergency situations.
Continuity of Operations	• Roads, bridges, and public transportation systems may become prone to flooding, leading to disruptions in daily commutes and emergency services. • Water treatment plants, sewage systems, and power generation facilities could be threatened by rising waters, potentially causing service outages or hazardous conditions. • Businesses, especially those located near the coastline, may face increased flooding risks, which can disrupt operations and affect local economies. • Homes in low-lying regions are at risk, leading to the displacement of residents and increased demand for emergency services and shelter. • Coastal ecosystems, such as wetlands and fisheries, may be harmed, which can affect tourism and local livelihoods reliant on these natural resources. • Fire and police stations situated in vulnerable areas might face operational challenges due to flooding or accessibility issues. • Hospitals and clinics could be impacted, affecting healthcare delivery during emergencies, especially if evacuation or relocation is required.
Property, Facility, and Infrastructure	• Increased flooding and storm surges can threaten homes, especially those close to the coastline or in low-lying areas. • Businesses situated near the waterfront may face risks from flooding, which can disrupt operations and potentially lead to economic losses. • Roads, bridges, and railways that run along the coast or in flood-prone areas may be damaged or rendered impassable due to higher water levels. • Water, sewer, and electrical systems may be compromised by flooding, leading to service disruptions and additional costs for repairs and upgrades. • Government buildings, schools, and community centers located in vulnerable areas may need to be upgraded or relocated to mitigate risks. • Coastal parks and recreational facilities may face erosion and damage from rising tides, limiting access and usability. • Wetlands and coastal habitats are crucial for biodiversity and protective buffers against storms, but they are at risk from rising sea levels, which can disrupt their function. • Fire stations, police departments, and hospitals located in low-lying areas may find their operations disrupted, impacting their ability to respond to emergencies effectively.
Environment	• Coastal wetlands, mangroves, and estuaries could be threatened, which are important for wildlife habitat and water quality. • Saltwater intrusion can diminish soil quality and reduce agricultural productivity, affecting local farming and food supply. • Threatened and endangered species that rely on specific coastal habitats may face increased risk from habitat loss and changing environmental conditions.

Sector	Impacts
Economic Conditions	• Residential and commercial properties near the coastline may face depreciation due to flooding risks, affecting property values and tax revenues. • Roads, bridges, and public transport systems may be at risk of damage or disruption from higher sea levels, leading to increased maintenance costs and potential relocation of essential services. • St. Lucie County's appeal as a tourist destination could be diminished if beaches and waterfront attractions are affected, leading to a decline in visitor spending. • Agricultural land, particularly in low-lying areas, may be adversely impacted by saltwater intrusion, affecting crop yields and local food supply. • Ecosystems such as wetlands and estuaries can be disrupted, impacting fish and wildlife populations relied upon for local fishing and recreational activities. • Water supply and wastewater management systems may face challenges if sea-level rise leads to saltwater intrusion or if flooding impacts infrastructure. • An increase in claims from flood damage could lead to higher insurance premiums, impacting residents' and businesses' economic viability. • Increased demand on emergency response resources during flood events could strain local budgets and divert funding from other essential services.
Public Confidence	• As sea levels rise, the risk of flooding increases, particularly in coastal areas. This can lead to property devaluation, increased insurance costs, and potential loss of business for local industries, such as tourism and real estate. A decline in property values and economic instability can diminish the public's trust in local governance and planning. • If residents feel that local officials are not adequately addressing the threats posed by sea-level rise, through effective emergency planning, infrastructure improvements, and evacuation routes, they may lose confidence in their leadership. Frequent flooding or storms can erode trust in the ability of local agencies to protect citizens. • Effective communication and transparent strategies for adaptation and resilience are key to maintaining public confidence. If the community feels involved in planning and development processes, it can foster a sense of security and trust in how flood risk and resilience are being managed. • Rising sea levels can lead to increased awareness of environmental issues, affecting how the public perceives the local government's capability to address environmental concerns. Effective education on the implications and proactive measures can enhance public confidence, whereas ignorance or neglect can lead to mistrust. • Coastal infrastructure, such as roads, wastewater systems, and drainage, can be greatly impacted by rising sea levels. If residents perceive that these systems are failing or are unprepared for future challenges, confidence in local authorities can erode.

IMPACT ON COMMUNITY LIFELINES

The impact of sea-level rise on FEMA Community Lifelines is substantial and multi-faceted. As coastal areas face increased flooding and erosion due to rising sea levels, each lifeline is affected in unique ways (see Figure 50).

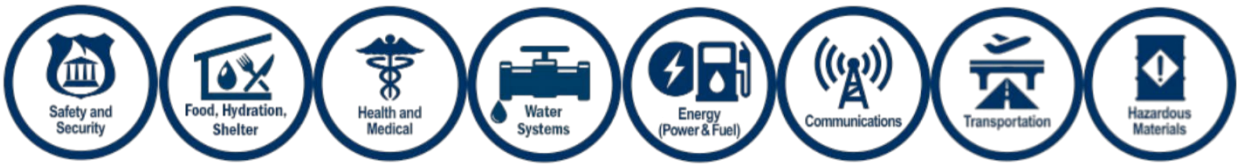

Figure 50: Federal Emergency Management Agency Community Lifelines

- **Safety and Security** can be compromised. Emergency responders may struggle to access affected areas, increasing the risk of injuries and delays in evacuations.
- **Food, Hydration, and Shelter** may be impacted. Coastal agriculture is at risk due to saltwater intrusion into farmlands, which can decrease crop yields, impacting food supply and leading to higher prices and food insecurity. Communities may experience contamination of freshwater resources as saltwater infiltrates drinking water supplies. Additionally, damage to housing from frequent flooding may increase housing disruptions and displacement.
- **Health and Medical Services** may be impacted by increased flooding, which can overwhelm healthcare infrastructure, resulting in reduced access to medical care. Public health emergencies can arise from waterborne diseases resulting from contaminated water supplies and inadequate sanitation.
- **Water Systems,** including water treatment plants and infrastructure, may be damaged by flooding, leading to service interruptions. The ability to provide clean drinking water can escalate health crises during emergencies, as communities rely on these systems for survival.
- Sea-level rise can interrupt **Energy Services,** jeopardizing power generation facilities, especially those located near coastlines. Flooding can disrupt energy distribution networks, leading to blackouts and hindering recovery efforts.
- Rising sea levels can damage **Communications** infrastructures, leading to communication breakdowns during emergencies. Lack of reliable communication can hinder coordination among emergency responders and delay the dissemination of critical information to affected populations.
- Coastal roadways and public **Transportation** systems are at risk of flooding, which can impact the ability to evacuate and deliver aid. Damage to infrastructure can result in communities that lack access to necessary resources and support following disasters.
- The risk of **Hazardous Materials** spills increases with flooding, especially in areas with industrial facilities. Sea-level rise can compromise containment systems, leading to potential contamination of land and water, which poses long-term health and environmental risks.

IMPACT DUE TO CHANGES IN DEVELOPMENT

With 7 inches of sea level rise documented in Florida from 1970 to 2024 and another 9 inches projected by 2050,[116] Saint Lucie County is projected to experience the impacts of sea level rise in various ways in the future. One of the most significant issues could be increased flooding, particularly in low-lying areas. Sea-level rise may worsen the impact of tidal flooding, storm surge, and some rainfall driven flooding in the county. This situation highlights the vulnerabilities of both residential and commercial properties, prompting residents and officials to reassess flood management practices.

The areas developed on Hutchinson Island and directly along the Indian River are at particular risk. Residential and commercial developments on the coast could experience flooding as well as the infrastructure they rely on. According to St. Lucie County Planning and Development Services there are 10 residential projects planned for either Hutchinson Island or along the Indian River, currently.[117] Development in these areas will likely continue and need to be built to withstand a higher sea level.

In addition to flooding, coastal erosion has intensified along the county's beaches and waterways. As sea levels rise, the loss of land poses a significant threat to properties and critical infrastructure, while also disrupting natural ecosystems. This erosion not only affects human activities but also impacts habitats essential for local wildlife, such as mangroves and wetlands. As these crucial areas begin to deteriorate, species that depend on them are increasingly at risk.

Another major concern is saltwater intrusion, which occurs when rising sea levels allow seawater to infiltrate freshwater aquifers. This phenomenon jeopardizes the quality of drinking water and poses challenges for local agriculture and ecosystems that rely on freshwater resources. As the impacts of sea level rise become more pronounced, the vulnerability of infrastructure, such as roads, bridges, and utilities, has also come into focus.

Economically, Saint Lucie County has begun to see shifts in the real estate market, as potential buyers grow wary of properties located in vulnerable zones. This newfound caution can affect property values and investment opportunities. Additionally, local industries that rely on the health of coastal environments, such as tourism, may face significant challenges due to environmental changes and the perception of associated risks.

In response to these multifaceted challenges, local government agencies have begun implementing new policies and strategies focused on sustainability and conservation. This includes revising zoning laws and enhancing coastal management plans to adapt to the realities of will rise. Community engagement and proactive planning are crucial as Saint Lucie County strives to safeguard its residents, economy, and natural resources in the face of ongoing environmental changes.

[116] National Sea Level Explorer, "Florida," 2024, https://earth.gov/sealevel/us/national-sea-level-explorer/?state=FL&scope=section_1.
[117] St. Lucie County Planning and Development Services, "Active Development Projects," 2025, https://www.arcgis.com/apps/dashboards/12184ec9b99646619afc66b1f61b78fc.

IMPACTS ON POPULATIONS OF FOCUS

At-risk populations face significant risks from sea level rise, which could jeopardize their safety and well-being. One affected group includes populations with limited resources.[118] These households typically lack the resources to relocate or implement necessary flood mitigation measures, making them more susceptible to the adverse effects of rising waters, such as property damage, loss of housing, and displacement.

Moreover, the elderly population is particularly vulnerable to the impacts of sea level rise.[119] Many older adults may have mobility issues or health concerns that hinder their ability to evacuate or seek safe shelter during flooding events. Additionally, seniors living in assisted living facilities or nursing homes may rely on caregivers, whose ability to respond may be compromised during flooding events. The combination of their physical limitations and potential isolation during such events increases their risk and shows the need for targeted emergency planning.

Children represent another vulnerable demographic, as they depend on adults for care and protection.[120] Schools situated in low-lying areas may face closure or severe disruption, affecting the education of students. Furthermore, children from populations with limited resources are at risk of compounded trauma, as they may lack access to adequate healthcare or mental health resources, hindering their ability to cope with the stresses associated with displacement and instability caused by rising sea levels.

Seismic Hazards

Definition

An earthquake is a sudden, rapid shaking of the ground caused by the breaking and shifting of rock beneath the earth's surface. Earthquakes result from crustal strain, volcanism, landslides, and collapse of caverns.[121] The shaking can damage buildings and bridges, disrupt utilities and communications, and trigger landslides, flash floods, fires, or tsunamis. Florida's geologic setting explains why earthquakes are rare here: The state lies on the passive (trailing) margin of the North American Plate—far from the active plate-boundary faults that frequently generate earthquakes—so Florida has an extremely low incidence of seismic events, even though earthquakes can occur in all 50 states and U.S. territories.

[118] Substance Abuse and Mental Health Services Administration, "Greater Impact: How Disasters Affect People of Low Socioeconomic Status," 2017, https://www.samhsa.gov/sites/default/files/dtac/srb-low-ses_2.pdf.
[119] Columbia University Mailman School of Public Health, "Large Study Uncovers Specific Impacts of Flooding on Older Adult Health," 2025, https://www.publichealth.columbia.edu/news/large-study-uncovers-specific-impacts-flooding-older-adult-health#:~:text=Older%20adults%20are%20particularly%20vulnerable,medical%20services%20for%20routine%20appointments.
[120] Environmental Protection Agency, "Extreme Weather and Preschool-Aged Children," 2025, https://www.epa.gov/children/extreme-weather-and-preschool-aged-children.
[121] USGS, "Earthquakes", 1986, https://www.usgs.gov/publications/earthquakes-1.

Within this context, St. Lucie County is characterized by *very low local seismicity*. The county's hazard history indicates no recorded soil failures, seismic activity, or sinkhole events, and a damaging local earthquake is considered unlikely.[122] If an event did occur, impacts would be countywide across nearly 600 square miles because of the distribution of people and infrastructure, but the expected shaking intensity would generally correspond to Level 1 of the Modified Mercalli Intensity (MMI) scale as seen in Table 64, "not felt except by a very few under especially favorable conditions."

Table 64: Modified Mercalli Intensity Scale

MMI	Description	Representative Effects
I	Instrumental	Not felt except by very few under especially favorable conditions.
II	Weak	Felt only by persons at rest, especially on upper floors.
III	Slight	Noticeable indoors; hanging objects may swing.
IV	Light	Felt indoors by many, outdoors by few; no significant damage.
V	Moderate	Felt by nearly everyone; small unstable objects displaced.
VI	Strong	Felt by all; some heavy furniture moved; slight structural damage possible.
VII	Very Strong	Negligible damage in well-designed buildings; considerable in poorly built ones.
VIII	Severe	Partial collapse of ordinary structures; chimneys, monuments, and walls fall.
IX	Violent	Considerable damage to substantial buildings; ground cracks; underground pipes broken.
X	Extreme	Most masonry and frame structures destroyed; rails bent.
XI	Catastrophic	Few, if any, masonry structures remain standing; bridges destroyed.
XII	Catastrophic+	Total destruction; ground waves visible; large rock masses displaced.

The county's seismic hazards profile also encompasses sinkholes, a separate geologic hazard related to the dissolution of underlying carbonate rocks. State and federal mapping places St. Lucie County in Area II, where 20 to 200 feet of overlying sand cover reduces sinkhole susceptibility. Sinkholes are rare in the southern part of Florida, and the highest statewide incidence occurs in central Florida and the Big Bend. Where sinkholes do occur in Florida, typical reported sizes are approximately 3 to 4 feet in diameter and 4 to 5 feet deep, though larger features are possible under certain geologic conditions.[123]

Although the probability is low, a significant seismic event could produce cascading effects in St. Lucie County, utility outages, disruptions to surface and air transportation, interruptions to potable water,

[122] St. Lucie County, "Facts and Stats", 2025, https://www.stlucieco.gov/government/facts-stats.
[123] Sinkhole Risk Map: ArcGIS, "Area II", 2025, https://www.arcgis.com/apps/MapTools/index.html?appid=404f2e8dbde44c2baff4a53175e278e7, Data from: Esri, HERE, Garmin, NGA, USGS, NPS | Florida Geological Survey | Esri, TomTom, US Census | FDEP.

wastewater, and telecommunications, and secondary hazards such as fire, flooding, and hazardous materials releases.[124]

Location and Extent

St. Lucie County lies on Florida's Atlantic coast, part of a tectonically stable region far from active plate-boundary faults. This geologic setting contributes to the state's low incidence of earthquakes. The felt earthquakes that affected Florida historically originated far from St. Lucie (e.g., shocks reported near St. Augustine in 1879, Cuba in 1880, Jacksonville in 1893, and Captiva Island in 1948), reinforcing that any shaking in St. Lucie County would most likely result from distant events.

Because there is no identified local earthquake source and no history of damaging earthquakes in the county, the geographic extent of potential shaking is best considered countywide. Impacts would be most significant in areas of concentrated population and infrastructure, particularly Port St. Lucie, Fort Pierce, and St. Lucie Village. The LMS further notes that there have been no recorded soil failures or seismic activity in St. Lucie County, reinforcing the diffuse, low-probability nature of this hazard.

Transportation and utility lifelines that traverse the entire county, such as I-95, the Florida Turnpike, U.S. 1, A1A, and associated bridges over the Indian River Lagoon, form a continuous corridor of exposure rather than discrete hotspots. A regional event, though unlikely, could impact these corridors simultaneously.

Related geologic hazards mapped in the LMS also have a very limited geographic expression locally. As previously noted, sinkhole susceptibility is low, with no recorded sinkhole activity in the county. Accordingly, there are no concentrated seismic or sinkhole hazard zones identified in St. Lucie County. Instead, any effects from distant seismic events would be broadly distributed, with impacts governed by the location of people and critical facilities rather than by mapped local faulting.

EXTENT

St. Lucie County lies in a region characterized by very low seismic activity, consistent with its tectonically stable position.[124] The absence of local earthquakes and mapped faults underpins the understanding of seismic hazards in the area. As noted earlier, historical earthquakes felt in Florida originated from distant locations. These events emphasize that any ground shaking experienced in St. Lucie County is likely to stem from distant seismic sources rather than local geological activity.

Given the lack of identified local earthquake sources and the absence of a history of damaging earthquakes, the geographic extent of potential shaking should be considered on a countywide basis. The most significant effects would likely occur in more densely populated areas such as Port St. Lucie, Fort Pierce, and St. Lucie Village.

Transportation and utility lifelines that traverse the entire county, such as I-95, the Florida Turnpike, U.S. 1, A1A, and associated bridges over the Indian River Lagoon, create a continuous corridor of exposure rather

[124] National Risk Index, "St. Lucie County, FL: Earthquakes." https://hazards.fema.gov/nri/report/viewer?dataLOD=Counties&dataIDs=C12111.

than discrete hotspots. As previously mentioned, a region-wide seismic event could affect these critical corridors simultaneously.

Related geologic hazards also exhibit limited geographic expression in the county. As already described, Area II mapping indicates that 20 to 200 feet of overlying sand reduces sinkhole risk. Sinkholes are rare in the southern part of Florida. Consequently, there are no concentrated seismic or sinkhole hazard zones identified in the county; rather, any effects from distant seismic events would be broadly distributed, with impacts determined primarily by the location of people and critical facilities rather than by local faulting.

JURISDICTIONAL IMPACTS

Although St. Lucie County and its municipalities are located in a region of *very low seismic activity*, all four jurisdictions share indirect exposure to potential ground shaking from distant earthquakes that could be perceptible but rarely damaging. Florida's position on the stable interior of the North American Plate means there are no active or mapped surface faults in the county, and no history of local earthquakes. Nonetheless, planning for seismic hazards remains relevant because even weak regional shaking can affect critical infrastructure and essential services if compounded by secondary effects such as power disruption or soil instability. Specific impacts for each jurisdiction are show in Table 65.

Table 65: Impacts of Seismic Hazards, by Jurisdiction[122]

Participant	Impacts
St. Lucie County	The county as a whole lies in a seismically stable portion of the Florida Peninsula, with *no history of local earthquakes or mapped faults*. Infrastructure such as major highways (I-95, Florida Turnpike, U.S. 1) and essential facilities (Emergency Operations Center, hospitals, water and wastewater treatment plants) would experience *minor, short-duration shaking* only from distant regional events. Potential secondary impacts would be limited to *nonstructural damage* (e.g., ceiling tiles, light fixtures) and temporary interruptions to utilities or communications.
City of Port St. Lucie	As the largest municipality and population center, Port St. Lucie contains the highest concentration of residential and commercial structures that could feel low-intensity shaking. Because development sits atop deep, well-consolidated coastal plain sediments, *liquefaction potential is negligible*. Critical facilities and the City's utility infrastructure are designed for hurricane wind and flood hazards, which incidentally enhance seismic resilience.
City of Fort Pierce	Fort Pierce's urban core and port area rest on similarly stable marine sands and limestones, offering *very low susceptibility to ground failure*. The port and waterfront industrial zones might experience minimal vibration effects on cranes, pipelines, or storage tanks during a distant tremor but are not expected to sustain structural damage. Lifeline systems such as water mains and electrical distribution could experience transient stress but are unlikely to suffer lasting disruption.
Town of St. Lucie Village	This small, low-density community on the Indian River Lagoon barrier system faces *no known seismic risk*. Given its limited built environment, potential effects

Participant	Impacts
	from distant earthquakes would likely be imperceptible aside from light ground motion. Critical concerns are limited to ensuring continued functionality of wells, septic systems, and local access roads should a rare, region-wide tremor occur.

NATIONAL RISK INDEX

While "seismic hazards" is not one of the 10 categories of hazards in the National Risk Index, earthquakes and landslides are included as distinct hazards. Earthquake receives a Very Low score of 46.9, while Landslide is rated Relatively Low at 36.8 (see Figure 51 and Figure 52).[124]

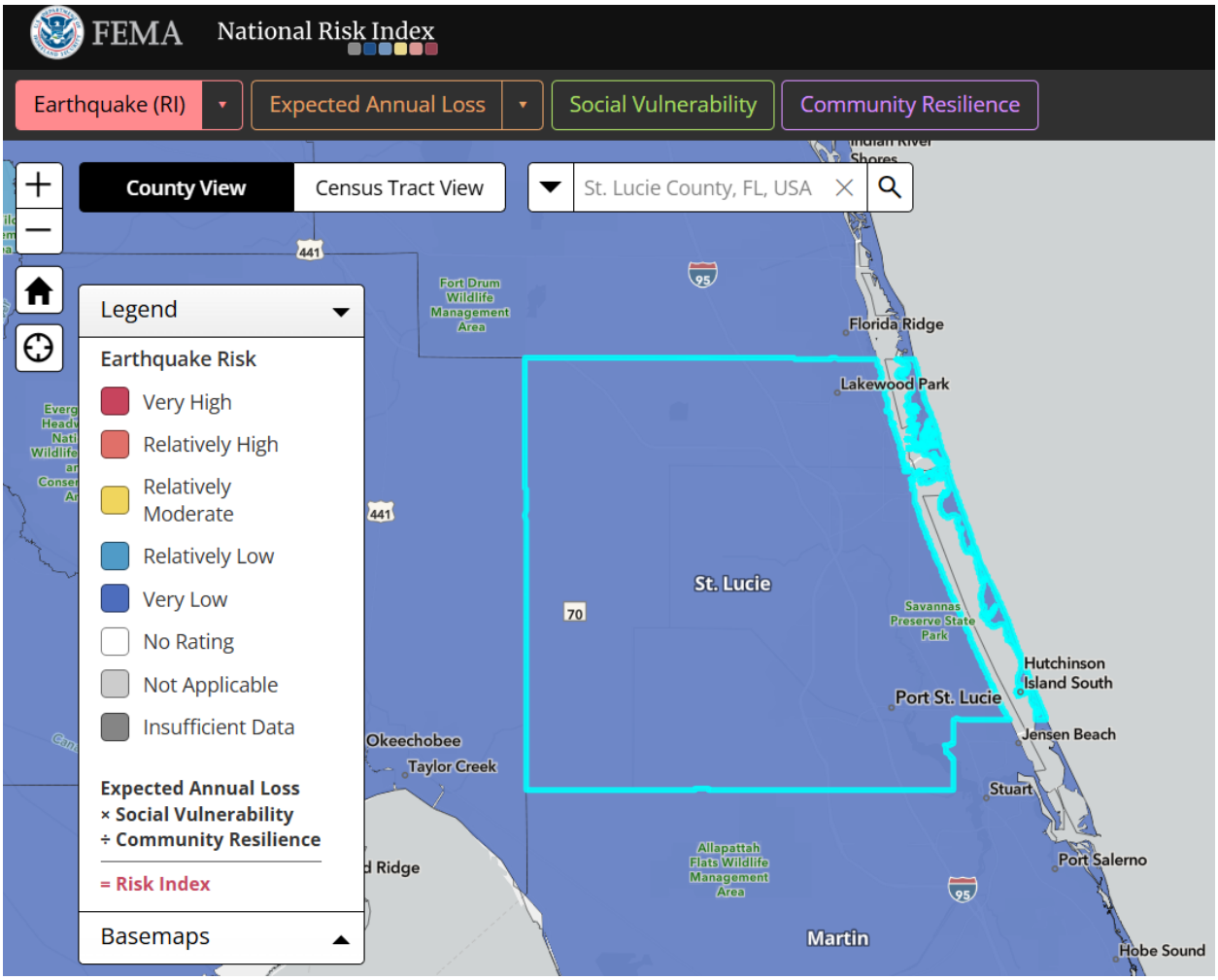

Figure 51: National Risk Index for Earthquake in St. Lucie County

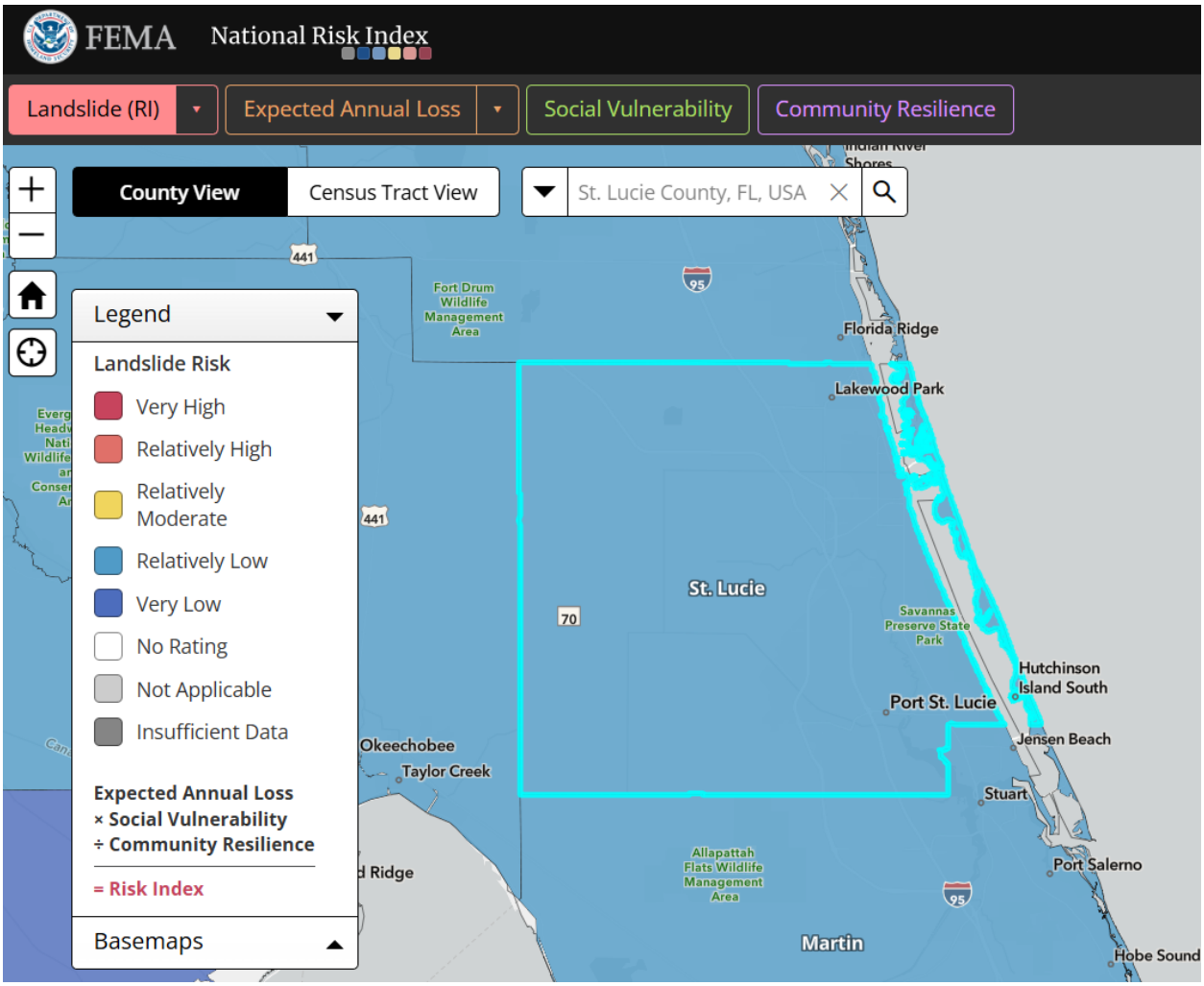

Figure 52: National Risk Index for Landslide in St. Lucie County

Magnitude and Severity

Earthquake severity is expressed through two complementary measures: Magnitude, which quantifies the total energy released at the earthquake's source, and intensity, which describes the observed effects on people, buildings, and natural features at specific locations. While both measures are related, they communicate different dimensions of an earthquake's impact. Magnitude provides a single value for the event, whereas intensity varies by location.[121]

MAGNITUDE

Magnitude is measured using the Moment Magnitude Scale (Mw), which has replaced the older Richter Scale for modern seismological analysis.[125] Magnitude represents the total energy released during fault rupture and is determined from seismic wave data, fault size, and rock rigidity. Because this is a

[125] Geology In, "Moment Magnitude Scale", 2023, https://www.geologyin.com/2023/10/moment-magnitude-scale.html.

logarithmic scale, each whole-number increase represents a 10-fold increase in wave amplitude and roughly 32 times more released energy as shown in Table 66.

Table 66: Earthquake Magnitude Classification

Magnitude (Mw)	Classification	Typical Effects
Less than 3.0	Minor	Generally not felt; detected only by instruments.
3.0–3.9	Very Light	Often felt slightly by some people; no damage.
4.0–4.9	Light	Noticeable shaking of indoor objects; very little damage.
5.0–5.9	Moderate	Can cause damage to poorly constructed buildings near the epicenter.
6.0–6.9	Strong	May cause moderate to severe damage in populated areas.
7.0–7.9	Major	Causes serious damage over large areas.
8.0 or more	Great	Can cause catastrophic, widespread destruction.

SEVERITY

While magnitude measures energy release, intensity captures how strongly the ground shakes and how people and structures respond to that shaking. The Modified Mercalli Intensity (MMI) scale is used to describe observed effects ranging from imperceptible movement to total destruction. Unlike magnitude, which is a fixed value for the event, MMI varies based on distance from the epicenter, local geology, and building characteristics.

St. Lucie County lies in one of the most seismically stable regions in the United States. There are no mapped active or capable faults in the county or the surrounding Treasure Coast region, and no historical record of locally generated earthquakes. Any shaking that could occur in St. Lucie County would result from distant intraplate or regional seismic events (e.g., small magnitude earthquakes occasionally felt in Georgia, Cuba, or the Bahamas).

Under such circumstances, the expected local shaking intensity would likely not exceed MMI Level I or II—*barely perceptible or not felt at all*—as shown in Table 67. Even if stronger regional events were to occur elsewhere in the southeastern United States, modeled ground accelerations for this area are below 0.04 g (less than 4 percent of gravity), well below thresholds for structural or infrastructural damage.

Table 67: Magnitude and Severity of Seismic Activity

Parameter	Expected Range	Interpretation
Anticipated Magnitude (regional source)	Mw less than 4.0	Minor to very light; typically, not damaging.
Potential Local Intensity	MMI I–II	Not felt or weak shaking; no structural impacts.

Parameter	Expected Range	Interpretation
Expected Peak Ground Acceleration	Less than 0.04 g	Insufficient to cause structural or nonstructural damage.
Secondary Hazards (Liquefaction, Landslides, Rupture)	Negligible	No mapped susceptibility zones in the county.

Previous Occurrences

There have been no locally generated earthquakes or earthquake-related FEMA disaster declarations for St. Lucie County; however, residents on Florida's east coast, including the Treasure Coast, have felt shaking from distant regional events, underscoring that perceptible tremors are typically caused by large earthquakes elsewhere in the Caribbean or offshore.

The following regional events were felt in or near the Treasure Coast:[126]

- **Feb 7, 2024 – M4.0 earthquake offshore east of Cape Canaveral (approximately 100 miles offshore):** USGS located a rare M4.0 event offshore of Florida's Space Coast. It was widely felt along the east coast, with no reported damage. Media and U.S. Geological Survey (USGS) reporting confirmed numerous felt reports, and residents on the Treasure Coast also reported shaking.
- **January 28, 2020 – M7.7 earthquake, Caribbean (Jamaica–Cuba):** A major strike-slip event in the Cayman Trough prompted building evacuations in downtown Miami and generated felt reports across Florida. Local press documented USGS "Did You Feel It?" submissions from the Treasure Coast (Vero Beach–Stuart) area. No damage was reported in St. Lucie County.
- **August 14, 2021 – M7.2 earthquake, Nippes, Haiti:** This catastrophic earthquake produced widespread damage in Haiti. In Florida, effects were limited to scattered felt reports, including a single report from Port St. Lucie noted by local media referencing USGS data.
- **August 23, 2011 – M5.8 earthquake, Virginia:** This earthquake, centered near Mineral, Virginia, was felt across a wide area of the East Coast, including Florida. Residents in St. Lucie County reported light shaking, but no damage was reported.
- **January 12, 2010 – M7.0 earthquake, Haiti:** This devastating earthquake caused extensive destruction in Haiti and was felt in Florida, including the Treasure Coast. While there were widespread reports of shaking, no significant damage occurred in St. Lucie County.

There have been no documented sinkhole events in St. Lucie County involving property damage, roadway collapse, or emergency response. Local and state geological data confirm that St. Lucie County remains one of the least susceptible areas in Florida to sinkhole formation due to its geological composition and soil profile.

[126] All Quakes, "Latest Quakes in or Near St. Lucie County, FL.", 2025, https://allquakes.com/earthquakes/usa/florida/saint-lucie.html.

The Florida Geological Survey identifies St. Lucie County in Sinkhole Zone II, characterized by 20 to 200 feet of sand, clay, and shell overlying the limestone bedrock. This deep overburden limits the interaction between groundwater movement and the underlying carbonate rock dissolution, processes that cause true sinkholes in more vulnerable areas such as Hernando, Pasco, Marion, and Sumter Counties.

During this period, the County and its partners report the following:

- No sinkhole-related emergency declarations, insurance claims, or infrastructure failures were reported by the County, municipalities, or the Florida Division of Emergency Management.
- Local monitoring and public works reports documented no incidents of road depressions or ground subsidence attributed to karst activity.
- Occasional minor depressions or settling observed in residential developments were determined to result from drainage, compaction, or construction-related soil settlement, not sinkhole activity.

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated with this hazard.

Probability of Future Conditions

St. Lucie County's probability of damaging seismic activity is very low across all planning horizons. The county is located on the stable interior of the North American Plate, far from active plate-boundary faults. There are no mapped local faults and no history of locally generated earthquakes. Occasional shaking felt in the county has come from distant regional events (e.g., large earthquakes in the Caribbean or rare offshore Florida events), which produced perceptible but non-damaging effects. This pattern is expected to continue through the next planning cycle.

In practical terms, the hazard for St. Lucie is best characterized as "felt but not damaging." If a moderate or large earthquake occurs elsewhere in the region, light shaking may be reported across the Treasure Coast, but intensities would most likely remain in the MMI I–II range (not felt to weak), with no structural impacts. Because there is no local earthquake source, there is no credible scenario in which strong ground motion (e.g., MMI VII or higher) would occur in the county. Several factors help explain and reinforce this low-risk profile:

- **Regional Source–Driven Risk:** The only realistic pathway to felt shaking in St. Lucie County is a distant earthquake (e.g., Cuba/Jamaica Trench, Puerto Rico, Bahamas, or a rare offshore Florida event). These events are infrequent and typically generate low intensities by the time seismic waves reach the county.
- **Secondary Geologic Hazards:** The county's geologic setting—20 to 200 feet of overburden (sand, shell, and clay) above carbonate rock and the absence of known karst features—means liquefaction and sinkhole formation are unlikely. The area is mapped as having low susceptibility, and there have been no documented sinkhole incidents during the 2019–2024 period.

- **Future Environmental and Hydrological Trends:** Future trends do not alter the probability of earthquakes. While extreme rainfall can aggravate landslides in steep terrain, St. Lucie County is a low-relief coastal plain, so weather-related secondary seismic effects are minimal. However, there is a future trend toward intensified precipitation and rising groundwater levels, which could slightly increase the likelihood of localized subsidence or small collapse features in areas with older drainage infrastructure or variable soil compaction.[127] True karst sinkholes remain highly unlikely given the county's deep overburden and geologic composition.
- **Induced Seismicity:** There are no oil or gas fields, geothermal operations, or deep-well injection activities in St. Lucie County known to cause induced seismicity. Therefore, the outlook for induced events remains negligible.

Table 68: Seismic Risk Outlook Planning Interpretation

Horizon	Likely Source of Shaking	Expected Local Intensity	Probability Characterization
0–5 years	Distant regional earthquake (Caribbean/offshore)	MMI I–II (not felt to weak)	Very Low
6–20 years	Distant regional earthquake	MMI I–II	Very Low
21–30 years	Distant regional earthquake	MMI I–II, rarely III in isolated reports	Very Low

Future conditions do not indicate a change in seismic hazard for St. Lucie County. The County will continue to plan for rare, low-intensity shaking from distant events and focus seismic-related preparedness on nonstructural safety measures (e.g., anchoring equipment, securing utilities) and continuity of lifelines, rather than on structural retrofits for strong shaking.

Vulnerability Assessment

Seismic hazards present a very low-probability, low-consequence risk for St. Lucie County.[124] However, because any felt shaking from distant events would be experienced broadly, vulnerability is best understood as countywide, across nearly 600 square miles. The potential for service disruption is possible in all jurisdictions in St. Lucie County, but the areas that are more vulnerable to this are where population and infrastructure are most concentrated: Port St. Lucie, Fort Pierce, and St. Lucie Village.

Available local evidence indicates no recorded local earthquakes, and if shaking is felt, it would most likely occur at the lower end of the MMI scale, Level I (not felt) or Level II (weak). Because there are no mapped local faults, there is no credible scenario for strong, damaging ground motion originating in the county.

St. Lucie County's exposure is countywide, but sensitivity is low, and consequences are expected to be minor under plausible shaking scenarios originating outside the county.

[127] National Water Prediction Service, 2025, https://water.noaa.gov/

IMPACTS TO ASSETS

Given St. Lucie County's very low seismicity, the most credible earthquake scenario is weak, short-duration shaking from a distant event that is felt countywide but not damaging. Under this condition, consequences are concentrated in nonstructural effects (e.g., items toppling, false alarms, precautionary evacuations) and brief service interruptions, rather than structural damage.

Exposure is highest where people and systems are concentrated: Port St. Lucie, Fort Pierce, St. Lucie Village, and along major corridors (I-95, Florida Turnpike, U.S. 1, A1A, bridges over the Indian River Lagoon). The county's 2020 population of approximately 322,000 frames the scale of potentially affected residents even when shaking remains in the MMI I–II range (not felt to weak).[128]

Table 69 provides a summary of the consequences of seismic hazards. It discusses effects on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence.

Table 69: Consequence Analysis of Seismic Activity

Sector	Consequence
Public	Most likely impacts include startling sensations and anxiety, brief self-evacuations from multi-story buildings, and minor injuries from falls or unsecured objects (e.g., shelves, light fixtures). Medically dependent residents could be affected by momentary power blips if backup supplies are unavailable.
First Responders	There may be a temporary surge in 911 calls, including reports of shaking, alarm activations, and requests for building checks. However, there is likely to be little or no need for technical rescue. Communications systems may experience congestion, and first responders may need to verify the status of critical facilities and bridges before resuming normal operations.
Continuity of Operations	Precautionary evacuations and post-event safety checks may cause short business or government service interruptions, typically lasting from a few hours to a day. Facilities may activate continuity of operations (COOP) procedures, confirm generator readiness, and conduct nonstructural safety inspections before allowing re-entry.
Property, Facility, and Infrastructure	Structural damage is unlikely. However, credible effects include nonstructural issues such as dislodged ceiling tiles, toppled cabinets, disrupted lab equipment, and affected servers. Automatic system trips may occur, including those involving elevators and chillers. Transportation assets may require visual inspections, traffic signals may reset, and isolated minor water or sewer leaks may occur at joints or valves. Widespread infrastructure failures are not expected.
Environment	There is a low risk of direct environmental impacts. The primary concerns are small, localized spills at fueling or industrial sites and brief wastewater overflows caused by power flickers. Landslides or liquefaction are not expected due to the county's geology and low topographic relief.

[128] Census.gov, "St. Lucie County", https://www.census.gov/quickfacts/fact/table/stluciecountyflorida/PST045224.

Sector	Consequence
Economic Conditions	The primary economic impacts are expected to result from business interruptions, overtime costs for inspections, and the need to secure toppled contents. Supply chains and port or airport functions are expected to resume quickly, with minimal repair costs anticipated.
Public Confidence	A rare felt earthquake event may generate rumors and uncertainty. Clear and coordinated messaging—explaining what occurred, what was inspected, and when services will resume—will help maintain trust and reduce the volume of repeat calls.

IMPACT ON COMMUNITY LIFELINES

Seismic hazards pose a threat to FEMA's community lifelines in St. Lucie County. They are shown in Figure 53.

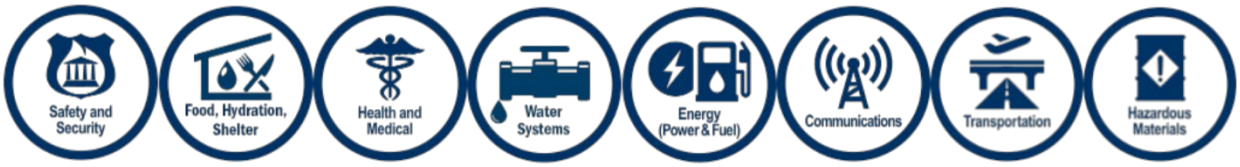

Figure 53: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** A rare, distant earthquake could trigger fire and burglar alarms, brief self-evacuations from multistory buildings, and a short-term spike in 911 calls. Law enforcement and emergency management would prioritize rapid damage reconnaissance and access control for bridges and public buildings, but no sustained disruption to law enforcement or Emergency Operations Center activities is anticipated.
- **Food, Hydration, and Shelter:** Grocery stores, distribution centers, and restaurants may pause operations for safety checks and refrigeration resets, leading to short service interruptions lasting only a few hours. Community shelters are not expected to open for housing; however, facilities may be activated to provide information and device charging if a localized power outage occurs.
- **Health and Medical:** Hospitals, urgent care centers, and Emergency Medical Services would implement drop-cover-hold procedures and conduct quick nonstructural safety checks, such as inspecting ceiling tiles and verifying equipment anchorage. A patient surge would likely consist of minor injuries and anxiety-related complaints. Generators and redundant utilities should ensure continuity of care without disruption.
- **Water Systems:** Water and wastewater plants, storage tanks, and lift stations may experience alarm trips or brief power blips. Utilities would inspect for minor leaks at joints and appurtenances and are expected to restore normal operations quickly. Sanitary sewer overflows are unlikely but could occur at isolated sites if a momentary outage coincides with high flow conditions.

- **Energy (Power and Fuel):** Light shaking can cause automatic protective relays to trip at substations, resulting in short outages and voltage fluctuations before systems are re-energized. Fuel stations that rely on grid power may temporarily suspend pumping until systems are reset. Critical facilities are expected to rely on well-tested standby generators to maintain operations.
- **Communications:** Cellular networks may become congested due to simultaneous calling and increased social media use. Some network equipment may require resets. Public alert and warning systems—delivering clear messages that shaking was felt, inspections are complete, and services are resuming—will help reduce repeat calls and limit the spread of rumors.
- **Transportation**: Transportation agencies would conduct rapid visual inspections of I-95, the Florida Turnpike, U.S. 1, A1A, and bridge crossings over the Indian River Lagoon before lifting precautionary slow orders. Traffic signals may revert to flash mode and require manual resets. Ports and airports are expected to remain operational following brief safety checks.
- **Hazardous Materials**: Structural damage is not expected. The credible risk is small spills from toppled containers at industrial sites, laboratories, fueling stations, or waterfront handling areas. Standard spill control and notification procedures should be sufficient, and no long-term environmental impacts are expected.

IMPACT DUE TO CHANGES IN DEVELOPMENT

Planned growth will increase exposure to rare, distant earthquake shaking primarily by concentrating more people, facilities, and equipment in urbanized areas, not by increasing the underlying seismic hazard, which remains very low for St. Lucie County. The countywide population reached approximately 322,265 in 2020 (including 202,914 in Port St. Lucie, 44,476 in Fort Pierce, and 661 in St. Lucie Village) and is projected to continue rising.[128] As a result, a larger number of residents and businesses could experience MMI I–II "felt but not damaging" shaking when regional events occur.

Several development patterns are especially relevant for seismic planning.[129] In northern St. Lucie County, the buildout of the Towns, Villages and Countryside (TVC) Special Area Plan allows up to 37,500 dwelling units, 5,000,000 square feet of commercial and retail space, and 464 acres of industrial use. As this area develops, more occupants, contents, and utility connections will be present in places that are currently less built out. This increases the *number* of people and systems that could be disrupted by a rare felt event, such as contents falling and alarms tripping, even though no local seismic source is present.

Intensification along major transportation and lifeline corridors, including I-95, the Florida Turnpike, U.S. 1, A1A, and bridges over the Indian River Lagoon, creates longer runs of interconnected assets. These may require precautionary inspections following any felt event, even if no damage is expected.

As water, wastewater, and power infrastructure expand to serve growth areas, additional pumps, lift stations, and control systems introduce more nonstructural points of vulnerability to short power blips or automatic trips from mild shaking. Facility placement and design should emphasize equipment anchorage

[129] St. Lucie County, "Comprehensive Planning", 2025, https://www.stlucieco.gov/departments-and-services/planning-and-development-services/planning-division/comprehensive-planning.

and reliable backup power to avoid cascading service interruptions. Notably, the county's existing vulnerability language already anticipates potential short-term outages for power, water/wastewater, telecommunications, and transportation during rare seismic events.

Finally, development does not meaningfully alter the county's seismic ground-failure susceptibility. St. Lucie County has no recorded soil failures, seismic activity, or sinkhole incidents. Geologic mapping places the county in Area II, with approximately 20 to 200 feet of sandy overburden, conditions that make true karst sinkholes rare in southern Florida.[123]

IMPACT ON POPULATIONS OF FOCUS

- **Low Income Residents:** Low-income populations in St. Lucie County may experience heightened vulnerability during seismic events due to limited resources for emergency preparedness and recovery. Many individuals in this demographic often live paycheck to paycheck, and the average household income for low-income families in the county is around $40,000, which can hinder their ability to stockpile essential supplies or secure adequate housing.[128] In the event of minor shaking, the potential for displacement increases, as many lack insurance coverage for damages.
- **Elderly Population (Fixed Income)**: St. Lucie County's elderly population, which comprises approximately 20% of the county's residents, often lives on fixed incomes that may average around $25,000 annually.[128] This financial constraint can limit their ability to prepare for emergencies, including securing necessary supplies or making home safety modifications. With many elderly residents living alone, the risk of injury during an earthquake increases due to physical limitations that can impede quick responses.
- **Low Lying Areas:** Residents in low-lying areas of St. Lucie County may face increased risks during seismic events due to their susceptibility to secondary hazards like flooding. Even minor seismic activity could exacerbate existing drainage issues, especially in areas where the average elevation is less than 10 feet above sea level. This can lead to localized flooding, particularly if a significant rainfall event coincides with ground shaking.
- **Substandard Mobile Homes:** Individuals living in substandard mobile homes are particularly vulnerable to the impacts of seismic events. These structures, often not built to modern safety codes, face a high risk of nonstructural damage during even minor ground shaking.

Severe Thunderstorms and Lightning

Definition

The NWS defines a severe thunderstorm as a thunderstorm accompanied by one or more of the following phenomena: Hail 1 inch in diameter or larger, winds gusting in excess of 58 mph, and/or a tornado. Severe weather can include lightning, tornadoes, damaging straight-line winds, and large hail. Most individual thunderstorms only last several minutes; however, some can last several hours. Long-lived thunderstorms are called supercell thunderstorms. A supercell is a thunderstorm that has a persistent

rotating updraft. This rotation maintains the energy release of the thunderstorm over a much longer time than typical pulse-type thunderstorms, which occur in the summer months. Supercell thunderstorms are responsible for producing the majority of severe weather, such as large hail and tornadoes.[130]

Severe thunderstorms are ranked on a scale of 0 (no risk) to 5 (high risk), indicating the probability of a thunderstorm occurring in the forecast area. Downbursts are also occasionally associated with severe thunderstorms. A downburst is a strong downdraft resulting in an outward burst of damaging winds on or near the ground. Downburst winds can produce damage similar to a strong tornado. Although usually associated with thunderstorms, downbursts can occur with showers too weak to produce thunder.[130] Strong squall lines also can produce widespread severe weather, primarily very strong winds and/or microbursts. A squall line is a linearly oriented convection zone characterized by a sudden, violent gust of wind, often with rain or snow.

Hail is a showery precipitation in the form of irregular pellets or balls of ice greater than 0.20 inches in diameter falling from a cumulonimbus cloud. Hailstones are formed when updrafts carry raindrops up into the highest parts of the cloud where supercooled liquid droplets collide, falling to the ground when the weight is too much for the cloud to carry. The larger the updraft is, the higher these droplets may travel and the longer they remain surrounded by droplets, resulting in larger hailstones.

Hail is generally measured by its diameter, with common household objects or foods used to describe its size. The "Hail Size Comparison Chart" in Figure 54 describes hail from 0.25 inches to 4.00 inches in diameter, with the following items (in order) to describe it: Penny/dime, quarter, half dollar, golf ball, pool ball, baseball, softball and CD (although many use a grapefruit to describe hail larger than a baseball).[131]

When hail is in its smallest form as pellets less than 0.25 inches in diameter, it is often termed "pea-size." The term "gorilla hail" has recently been coined on the social media side of meteorology to loosely describe hail larger than a grapefruit in diameter—*so* large that the stones may need two hands to hold them. These "gorilla" hailstones occur mostly in the plains, where intense tornadoes and supercells are most common, but they have occurred in severe thunderstorms in Florida.[132]

[130] National Weather Service (NWS), "Severe Weather Definitions," 2025, https://www.weather.gov/bgm/severedefinitions.
[131] NWS, "Hail," 2025, https://www.weather.gov/ffc/hail.
[132] Green Matters, "When Hail Goes Wild: Everything You Need to Know About Gorilla Hail Storms," 2024, https://www.greenmatters.com/weather-and-global-warming/gorilla-hail.

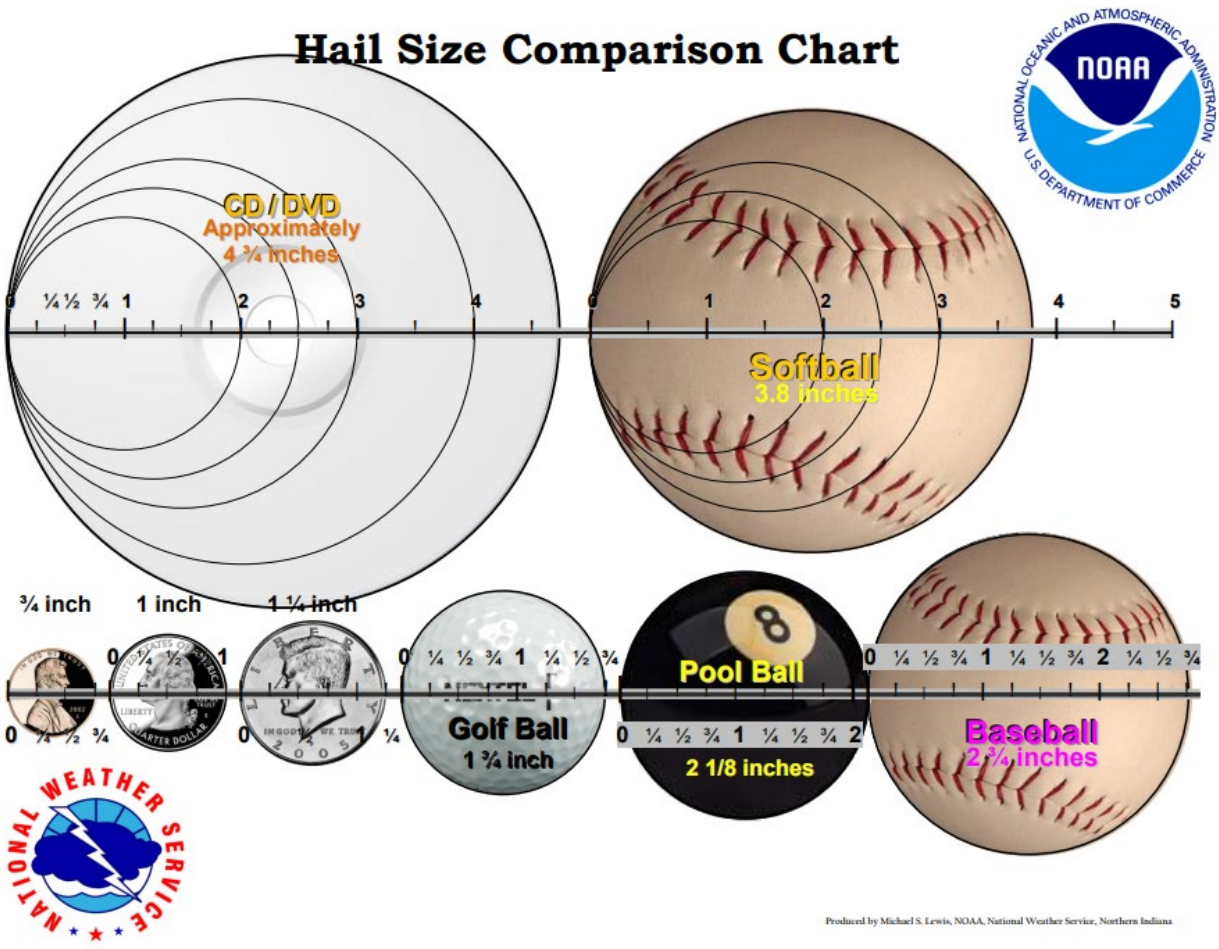

Figure 54: Comparison Chart for Sizes of Hail

Damaging winds that do not reach tornado intensity and structure are more common in severe thunderstorms than actual tornadoes. In fact, many confuse damage produced by "straight-line" winds and often erroneously attribute it to tornadoes. Table 70 is the Beaufort Wind Scale, used by the NWS to describe wind force and effects. Wind gusts above 58 mph (about 50 knots), help classify a storm as severe. There are 13 levels of force on the Beaufort Scale, from 0 (calm) to 12 (hurricane-force). Winds above 74 mph (64 knots) exceed Beaufort Scale level 12 and are classified using the Saffir-Simpson Hurricane Scale. When winds gust higher than level 12 at 74 mph (64 knots), the Saffir-Simpson Hurricane Scale is then used, as hurricane-force winds can reach speeds above 200 mph.

Table 70: Beaufort Wind Scale[133]

Force	Wind (knots)	WMO Classification	Appearance of Wind Effects	
			On the Water	On Land
0	Less than 1	Calm	Sea surface smooth and mirror-like	Calm, smoke rises vertically
1	1–3	Light Air	Scaly ripples, no foam crests	Smoke drift indicates wind direction, still wind vanes
2	4–6	Light Breeze	Small wavelets, crests glassy, no breaking	Wind felt on face, leaves rustle, vanes begin to move
3	7–10	Gentle Breeze	Large wavelets, crests begin to break, scattered whitecaps	Leaves and small twigs constantly moving, light flags extended
4	11–16	Moderate Breeze	Small waves 1–4 ft, becoming longer, numerous whitecaps	Dust, leaves, and loose paper lifted; small tree branches move
5	17–21	Fresh Breeze	Moderate waves 4–8 ft, taking longer form, many whitecaps, some spray	Small trees in leaf begin to sway
6	22–27	Strong Breeze	Larger waves 8–13 ft, whitecaps common, more spray	Larger tree branches moving, whistling in wires
7	28–33	Near Gale	Sea heaps up, waves 13–20 ft, white foam streaks off breakers	Whole trees moving, resistance felt walking against wind
8	34–40	Gale	Moderately high (13–20 ft) waves of greater length, edges of crests begin to break into spindrift, foam blown in streaks	Whole trees in motion, resistance felt walking against wind
9	41–47	Strong Gale	High waves (20 ft), sea begins to roll, dense streaks of foam, spray may reduce visibility	Slight structural damage occurs, slate blows off roofs
10	48–55	Storm	Very high waves (20–30 ft) with overhanging crests, sea white with densely blown foam, heavy rolling, lowered visibility	Seldom experienced on land, trees broken or uprooted, "considerable structural damage"
11	56–63	Violent Storm	Exceptionally high (30–45 ft) waves, foam patches cover sea, visibility more reduced	–

[133] NWS, "Beaufort Wind Scale," https://www.weather.gov/mfl/beaufort.

Force	Wind (knots)	WMO Classification	Appearance of Wind Effects	
			On the Water	On Land
12	64+	Hurricane	Air filled with foam, waves over 45 ft, sea white with driving spray, visibility greatly reduced	–

Although lightning frequency does not define a severe storm, lightning is most common and intense during severe thunderstorms due to increased convective activity. Florida is the lightning capital of the United States, mainly due to its geography. The very elements that make the state a great place for outdoor activities, warm temperatures, and plenty of water also make the environment primed to produce thunderstorms, which generate lightning. Lightning is the most lethal component of thunderstorms. As a thunderstorm grows, electrical charges build up in the cloud, and oppositely charged particles gather at the ground below. The attraction between positive and negative charges quickly grows strong enough to overcome the air's resistance to electrical flow. The opposite charges connect and complete the electrical circuit. For cloud to ground lightning, charges then surge upward from the ground at nearly one-third the speed of light and produce a bright flash of light.

Forecasters cannot pinpoint the exact time or location of a lightning strike, as strikes can occur far away from the actual storm. However, lightning forms when opposite electrical charges build up, which is most often just before, during, or just after a thunderstorm. There have also been some cases where lightning occurs during volcanic eruptions, extremely intense forest fires, and surface nuclear detonations when extreme energy and charge separation exist.[134]

There are a few different types of lightning, including cloud-to-ground (CG), intra-cloud (IC), and cloud-to-cloud (CC). A common misconception is the existence of "heat lightning," which is simply IC or CG lightning that occurs far from the observer or storm itself, too far away for thunder to be heard.[135]

Cloud-to-Ground Lightning: CG lightning is the most dangerous type of lightning, responsible for most injuries, deaths, and fires (see Figure 55). A negative charge zigzags downward in a fork-like pattern called a "stepped leader," meeting positively charged "streamer channels" from the ground. This connection produces a bright strike that travels about 60,000 miles per second back toward the cloud and heats the surrounding air to approximately 50,000°F. In most cases, it is a negative "stepped leader" that begins the process downward, but it can occur in reverse, where a positive leader initiates the process. CG lightning tends to strike the tallest objects it can, such as trees, power poles, and buildings, but it can strike people if they are not protected.

[134] National Severe Storms Laboratory (NSSL), "Severe Weather 101– Lightning," 2025, https://www.nssl.noaa.gov/education/svrwx101/lightning/.
[135] NSSL, "Lightning Types," 2025, https://www.nssl.noaa.gov/education/svrwx101/lightning/types/.



Figure 55: Cloud-to-Ground Lightning Flash[135]

Intra-Cloud Lightning: Flashes that remain in the cloud and do not meet the ground represent IC lightning (see Figure 56). At times these IC flashes have visible channels that extend outward into the air (called cloud-to-air [CA] lightning) but still do not meet the ground. Sheet lightning is an IC flash that lights up as a sheet of brightness in the cloud.



Figure 56: Intra Cloud Lightning[135]

Cloud-to-Cloud Lightning: Lightning that travels from one cloud to another, without touching the ground, is CC lightning (see Figure 57). Spider lightning consists of long horizontal flashes on the underside of stratiform clouds.



Figure 57: Cloud-to-Cloud (Spider) Lightning[135]

When a severe thunderstorm approaches, the NWS will issue one of the following two advisories; however, several other advisories, such as an Extreme Wind Watch or Warning or a Flash Flood Watch or Warning, may occur due to the impacts of a severe storm:[136]

- **Severe Thunderstorm Watch:** Conditions are favorable for the development of severe thunderstorms.
- **Severe Thunderstorm Warning:** Severe weather is imminent or occurring in the area.

There are no independent advisories for lightning, as the hazard of lightning is included under severe thunderstorm conditions.

Location and Extent

Severe thunderstorms, including dangerous lightning, high winds, heavy rain, and hail, can occur anywhere throughout St. Lucie County. The County contains more than 3 miles of Atlantic Ocean coastline on the eastern side of Florida. This close proximity to the ocean can increase the likelihood and intensity of severe thunderstorms in all jurisdictions, as warm ocean waters can add heat and moisture to the

[136] National Weather Service (NWS), "Severe Weather Definitions," 2025, https://www.weather.gov/bgm/severedefinitions.

atmosphere, forming a supercharged, more intense storm.[137] All parts of the County share the humid Florida climate that produces severe thunderstorms year-round.

EXTENT

Severe thunderstorms are ranked on a scale from 0 (no risk) to 5 (high risk), indicating the probability of a thunderstorm occurring in the forecast area (see Figure 58).

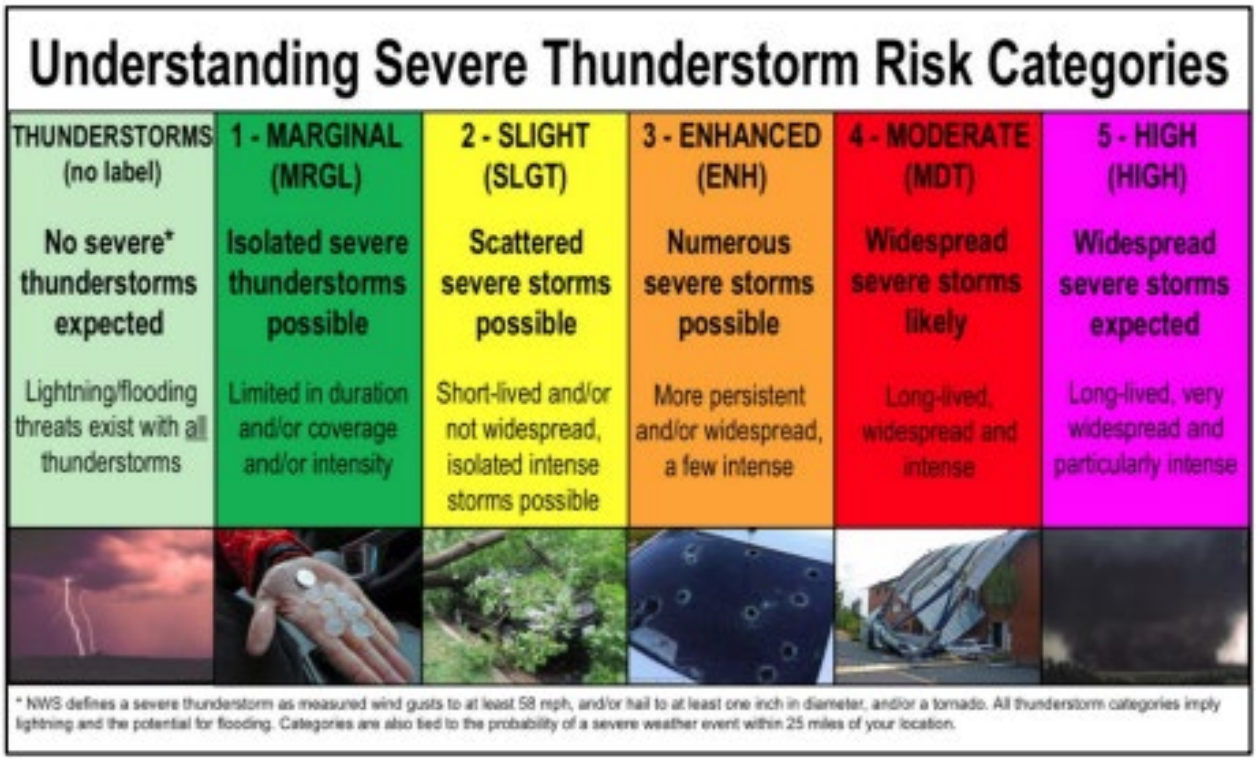

Figure 58: Categories of Risk of Severe Thunderstorms[130]

JURISDICTIONAL IMPACTS

The major jurisdictions in St. Lucie County, such as the cities of Port St. Lucie, Fort Pierce, and the Town of St. Lucie Village, and the unincorporated areas of the County, have relatively similar severe storm damage and operational impacts. High winds, hail, flooding, and lightning strikes all impact the entire County. Table 71 describes the minor differing characteristics between the jurisdictions, which are solely based on development, population, amount and type of infrastructure in each community, the risk of severe storm and lightning impacts is consistent throughout St. Lucie County.

[137] Ocean Learning Hub, "How Does the Ocean Affect Storms?" 2025, https://www.whoi.edu/ocean-learning-hub/ocean-facts/how-does-the-ocean-affect-storms/.

Table 71: Jurisdictions and Hazard Impacts

Participant	Impacts
St. Lucie County	Severe thunderstorms and lightning can cause extensive damage and pose a threat to human life throughout St. Lucie County. The County includes many residences, recreational areas such as state parks and beaches, tourist areas such as shopping districts and resorts, and the Treasure Coast International Airport, all of which are vulnerable to damage from wind, hail, heavy rain, and lightning during a severe storm. The open beach areas and golf courses increase the threat of lightning to human life. The physical damage may cause costly repairs and business closures, resulting in economic challenges for the County. Severe storms and lightning can also lead to environmental challenges, as increases in tree damage and debris can damage wildlife habitats or release unwanted chemical pollutants. Winter residents and tourists may also refrain from the area after damage or when oncoming storms are likely, hurting the community economically and socially.
City of Port St. Lucie	The City of Port St. Lucie has a dense population in a largely developed area, leaving it more vulnerable to the impacts of severe storms and lightning. The city contains many residential areas such as homes, tourist rentals, and senior living centers, as well as 3 large hospitals, some shopping districts, and large golf courses, all of which are at risk of extensive damage from severe thunderstorms and lightning. These impacts are similar to all impacts for St. Lucie County (listed in the previous row); however, with the St. Lucie River running through Port St. Lucie, flooding impacts from heavy rain are more likely in this specific area.
City of Fort Pierce	The City of Fort Pierce also contains many residential homes, hotels, and many recreational areas such as beaches, parks, and golf courses, as well as a large hospital. Impacts are similar to all throughout the county, but the critical infrastructure poses a significant operational risk. Damage to beach areas and local businesses may also cause costly repairs and loss of revenue due to closures or tourists refraining from visiting after major damage.
Town of St. Lucie Village	The Town of St. Lucie Village is a small community of residential homes, government buildings, shops, marinas, and beaches. Due to the small nature of St. Lucie Village, any economic, social, or environmental impact can be more devastating than its neighboring jurisdictions, as there are fewer backup critical facilities to rely on. Physical damage to homes and shopping districts from severe thunderstorms and lightning is similar to that of St. Lucie County and the jurisdictions listed above.

NATIONAL RISK INDEX

The NRI has a relatively moderate rating score of 80.5 out of 100 for lightning in the County of St. Lucie. There are multiple hazards in the NRI dashboard that exist under severe storm conditions. The NRI lists a relatively moderate score of 73.4 for strong wind, which is a large indicator that a storm is severe. There is a relatively moderate score of 78.1 and 93.0 for coastal and riverine flooding, respectively, which are common hazards induced by severe storms. Lastly, hail, which occurs during many severe storms, is listed

as a very low risk, scoring 16.7. Although hail often occurs in severe thunderstorms, it is generally a short occurrence in a small part of the storm, so the likelihood of hail occurring in one single place, such as St. Lucie County, and causing a notable hazard is low compared to the number of severe thunderstorms that pass through the area.[131] Many severe thunderstorms that pass through may produce hail farther west into the state, or east into the ocean as they move.

Overall, St. Lucie County has a relatively high risk Index for all hazards compared to the rest of the United States; it is in the 98.31 percentile, with a relatively high expected annual loss and social vulnerability, and relatively moderate community resilience.[138]

Magnitude and Severity

St. Lucie County can experience anywhere from marginal to high risk severe storms at any time of day during any time of the year. The warmer months, from May to October, have the highest likelihood of high-risk storms, but often have long stretches of daily (or even multiple times in one day) marginal to enhanced thunderstorms when the hot summer humidity is at its highest. During September and October, tropical systems are the most likely to occur at their most intense level, which can spawn small severe thunderstorms and lightning as well. In the cooler months from November to April, high risk severe storms are less likely; the air tends to be drier and cooler, but marginal to enhanced storms still occur when the environment is right.[139]

Historic Events

Throughout the past five years, there have been numerous severe thunderstorm and lightning events with major impacts. These include 28 hail, lightning, and high wind events that were induced by a severe thunderstorm. The maximum hail recorded in this period was 2 inches in diameter, nearing baseball size. The maximum thunderstorm wind was 79 mph (69 knots). Only one event caused a death, a lightning event in Port St. Lucie in which a 41-year-old man was killed on a construction site. Florida is the lightning capital of the nation, so there are often many impacts throughout the County, including physical harm and fires, such as two major brush fires in May and October of 2025. Overall, these 28 events resulted in $6,750 in property damage (see Table 72).

[138] National Risk Index (NRI), "St. Lucie County," 2025, https://hazards.fema.gov/nri/map.
[139] Florida Climate Center FSU, "Data: 1991–2020 Normals," 2020, https://climatecenter.fsu.edu/products-services/data.

Table 72: Severe Thunderstorms and Major Lightning Events in St. Lucie County[140]

Date	Name	Description
4/5/2019	Hail	An area of low pressure over the mid-Atlantic caused moisture to surge across east-central Florida and instability in the atmosphere increased as a result of cold temperatures in the middle atmosphere. As showers and thunderstorms developed, a few tapped into the cold temperatures and instability and became strong to severe. Hail up to golf-ball size fell in Port St. Lucie as the storms moved southeast along the mainland coast.
4/19/2019	Thunderstorm Wind	A strong cold front moved across central Florida producing several reports of damaging winds. A powerful storm system was moving across much of the Southeastern U.S. as high amounts of instability and moisture aided in the development of numerous thunderstorms along a cold front. Winds just off the ground were strong—in excess of 60–70 mph—and the severe thunderstorms that developed tapped into these strong winds and brought them down to the surface. As the line of strong to severe storms moved into Lake County, one severe storm produced wind damage along the Florida Turnpike. Later in the day, another severe storm produced wind damage in St. Lucie County, while a different severe storm produced strong winds at the Cape in Brevard County. Additionally, lightning struck a boat on the Indian River near Cocoa causing it to sink.
6/13/2019	Thunderstorm Wind	Central Florida remained with southwest to west winds as deep moisture moved into the area from the Gulf of Mexico. A weak surface front moved into the area from the north, and combined with daytime heating, ample moisture and a weak disturbance in the middle atmosphere helped to fuel numerous showers and thunderstorms across east-central Florida. These showers and storms first developed on the western side of the peninsula along and ahead of the west coast sea breeze. As these storms pushed east and interacted with the east coast sea breeze two of those storms became severe. One severe storm in Brevard produced wind damage in northeast Palm Bay, while another severe storm in St. Lucie County produced strong winds along the coast.
4/26/2020	Hail	Two severe thunderstorms produced quarter-sized hail in Indian River, southern Brevard, and St. Lucie Counties.
5/21/2020	Hail	Numerous severe thunderstorms produced hail across much of east-central Florida. Very large hail, up to 3 inches, occurred in Seminole

[140] National Centers for Environmental Information (NCEI), "Severe Storms Database," 2025, https://www.ncei.noaa.gov/stormevents/listevents.jsp?eventType=%28C%29+Hail&eventType=%28C%29+Lightning&eventType=%28C%29+Thunderstorm+Wind&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=2019&endDate_mm=12&endDate_dd=31&endDate_yyyy=2024&county=ST.%2BLUCIE%3A111&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLORIDA. Note: Hail, lightning, and thunderstorm wind are all hazards listed in the NCEI Severe Storms database and can occur during a severe storm; however, there are limitations to whether they actually occurred during a severe thunderstorm, tropical storm, or hurricane.

Date	Name	Description
		County. This ties the size of the largest hail ever documented in east-central Florida.
5/27/2020	Lightning	A 41-year-old man was killed in Port St. Lucie after being struck by lightning at a construction site.
4/11/2021	Thunderstorm Wind	A squall line associated with a mesoscale convective system moved across all of central and south Florida. One storm produced large hail in Orange and Seminole Counties, while a line of severe thunderstorms produced very strong wind gusts along the Treasure Coast, and wind damage in Martin County.
1/10/2022	Hail	Scattered thunderstorms moved from interior south-central Florida to the Treasure Coast. One storm became severe as it moved into St. Lucie County, where it produced ping-pong-sized to two-inch hail that resulted in damage to numerous vehicles.
3/12/2022	Thunderstorm Wind	A squall line moved across east-central Florida ahead of a strong cold front. A few storms in the main line of thunderstorms became severe, producing wind damage in Indian River and a very strong wind gust in St. Lucie County.
5/20/2022	Hail	A thunderstorm that developed along the sea breeze became severe as it moved north into St. Lucie County, where it produced hail.
6/9/2022	Thunderstorm Wind	Scattered afternoon thunderstorms developed along the east coast sea breeze and other outflow boundary collisions. One such collision occurred over St. Lucie County that rapidly led to the development of a severe thunderstorm over Port Saint Lucie. This storm produced wind damage and an EF0 tornado.
4/16/2023	Hail	Strong thunderstorms produced golf-ball-sized hail, gusty winds, and a tornado along the Brevard and Treasure Coasts.
4/24/2023	Hail	A strong thunderstorm pushing offshore of the St. Lucie County coast produced severe hail.
4/26/2023	Thunderstorm Wind	Severe storms moving offshore from the Brevard and Treasure Coasts produced large hail and caused wind damage.
7/23/2023	Thunderstorm Wind	A line of thunderstorms pushing offshore produced tree damage in Brevard and St. Lucie Counties.
5/19/2024	Hail	Scattered thunderstorms developed across east-central Florida during the afternoon and evening hours. One storm intensified as it moved across portions of the Treasure Coast and produced hail in parts of St. Lucie County, with minor localized impacts reported.

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated directly with this hazard.[141]

Probability of Future Conditions

The probability of future thunderstorms with strong winds, hail, and lightning, based on hazard history, is high. According to the Florida Climate Center, Florida experiences about 100 days of thunderstorms annually. With increases in global and sea surface temperatures, evaporation in the atmosphere is rising, leading to changes in weather patterns and more frequent rainfall and storms.[142] It is likely that the rate and severity of severe storms and lightning will continue to increase in the future. All of St. Lucie County is likely to experience greater frequency and severity of severe storms. There is no major atmospheric difference across the county that would make one location more prone to severe thunderstorms; some storms are large enough to affect the entire county at once.

Vulnerability Assessment

St. Lucie County and the other jurisdictions in the planning area are all vulnerable to severe thunderstorms and lightning. Every asset in the community is at risk of some impact because it relies on structural integrity that may be lost due to high winds, hail damage, or water damage. Additionally, most resources depend on electric power or fuel, access to which is often lost during a severe storm and lightning event.

The entire county, whether it is a coastal or inland jurisdiction, shares the same risk of severe storms and lightning. Differences in potential impacts from severe thunderstorms and lightning across jurisdictions primarily reflect variations in asset concentration, population density, and the distribution of critical facilities. Jurisdictions with fewer facilities and limited redundancy may experience localized service disruptions during storm events, while jurisdictions with higher population and development density may face broader exposure due to the greater concentration of built assets and infrastructure. These factors influence the scale and types of impacts that may occur during severe weather events but do not indicate relative levels of preparedness or effectiveness among jurisdictions.

IMPACTS TO ASSETS

Table 73 provides a summary of the consequences of severe thunderstorms and lightning. It discusses effects on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence.

[141] Although lightning and severe thunderstorms may occur during major tropical storms and hurricane events, the data is not broken out that way, so it is not possible to distinguish them separately.
[142] Environmental Defense Fund, "Extreme Weather Is Getting a Boost from Climate Change," 2025, https://www.edf.org/climate/climate-change-and-extreme-weather.

Table 73: Consequence Analysis for Severe Thunderstorms and Lightning

Sector	Consequence
Public	• Severe thunderstorms and lightning may cause damage to homes or displace families, necessitating temporary shelter and housing. • Utility interruptions may cause disruptions to daily life and work. • Hail from severe thunderstorms may cause injury to people and pets.
First Responders	• Communication disruptions may occur when power loss and increased demand shut down communication lines to and from first responders, delaying response times and reducing service effectiveness. • Transportation disruptions may occur when vehicles and roadways are damaged or blocked by debris or floodwater, reducing access for first responders. • Resource disruptions may occur when a surge in emergency calls extends response times and leads to a lack of available equipment and aid. • Social disruptions may occur when exposure to traumatic events results in stress, anxiety, and potentially post-traumatic stress disorder (PTSD). • Economic disruptions may occur when costly damage to homes, commercial buildings, and infrastructure leads to loss of income for owners and employees due to damage or power loss at properties and businesses.
Property, Facility, and Infrastructure	• Residential and commercial buildings may sustain extensive damage. • Roads and bridges may be damaged. • Power lines may be downed and water supply systems disrupted, leading to outages in electricity, water, and communication services that affect daily life and emergency services. • Roads, bridges, and public transportation systems may be damaged, hindering mobility and impacting evacuation and response efforts.
Environment	• Vegetation may be destroyed, leading to soil erosion and disrupting flora and fauna habitats. • Farmland may be damaged and crops lost. • Extensive debris may overwhelm waste management systems, leading to increased pollution of land and water.
Economic Conditions	• Economic disruption may occur due to costly damage to homes, commercial buildings, and infrastructure, as well as loss of income for owners and employees from damage or loss of power to properties and businesses. • Local economies and businesses may experience strain due to costly repairs and reconstruction efforts. • A surge in insurance claims can strain insurance resources, potentially raising premiums. • Destruction of roads, bridges, and utilities may require substantial public resources for repairs, diverting funds from other community needs. • Increased demand on emergency services may strain personnel and equipment, requiring additional funding to maintain adequate response.

Sector	Consequence
	• Tourism may decline as potential visitors avoid the area, impacting local hospitality and service industries. • Local governments may face increased spending on emergency services, infrastructure repair, and disaster relief initiatives, which can impact future budgets. • The psychological toll on residents can lead to increased healthcare costs and reduced workforce productivity as residents cope with trauma and stress.
Public Confidence	• The burden of recovery and rebuilding for local governments and taxpayers can be stressful. • Exposure to traumatic scenes may result in stress, anxiety, and potentially PTSD. • Public coverage of severe storms and lightning can shape public perception and confidence, either positively or negatively, based on how events are reported.

IMPACT ON COMMUNITY LIFELINES

Severe storms and lightning pose a threat to FEMA's Community Lifelines in St. Lucie County. This hazard can cause major damage to property and vehicles, knock out power, and cause flooding on roadways and runways that all community lifelines depend on (see Figure 59). It is crucial to prepare mitigation actions to reduce the risk of impact on these resources, so that St. Lucie County can continue its operations, especially when the public needs the most help.

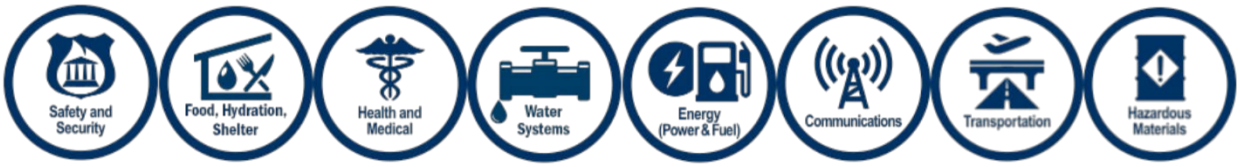

Figure 59: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Wind and hail may cause power outages and/or road blockages, which can impact emergency vehicles and equipment, rendering them inoperable. Power outages can hinder crucial communication sources needed during a safety rescue or security breach.
- **Food, Hydration, and Shelter:** Food supply logistics may be impacted by severe storms, while power outages can cause food supplies to spoil. Hydration can be impacted significantly, as flooding and power outages can shut off water access and lead to boil water advisories, making it difficult to obtain safe drinking water. All places of shelter from a storm—including homes, community buildings, and even local restaurants and stores—are at risk of damage from a severe thunderstorm or lightning. Wind and hail can completely destroy buildings and knock out power, which makes basic survival difficult and exposes people, pets, belongings, and equipment to the outdoor elements.

- **Health and Medical**: As with safety and security, emergency medical personnel and hospitals are at risk from wind, hail, and water damage, as well as power outages that reduce their capabilities. Emergency medical calls may also cause staffing shortages.
- **Water Systems:** When flooding, power outages, and damage to facilities occur, water systems can shut down completely. This can stop the flow of safe water, back up pipelines, and shut down treatment facilities. Where water is still available, boil water advisories may be issued, causing additional stress on households and businesses.[143]
- **Energy and Fuel:** Critical facilities such as power plants and gas stations are highly vulnerable to severe storms and lightning. A single power outage or damage from winds, hail, lightning, or flood can cause a gas station to shut down, depleting a community resource and putting more pressure on other fuel stations. Additionally, fuel and energy prices tend to increase in the wake of a severe storm as demand increases, and transportation of oil and gas becomes more difficult.[144]
- **Communications:** Communication lines, especially those that depend on power and cell towers, are at major risk during a severe storm or lightning event.[145] Battery-powered devices such as cell phones may be difficult to use if power sources are unable to charge them and provide Wi-Fi, or if cell towers are down, preventing reliable access to calls. Radio communications (like "Walkie-Talkies") are the most reliable during this time but still face challenges with signal interference and must be charged through a power source or have replacement batteries to operate. Furthermore, attempted use of all communication lines increases greatly during a hazard such as a severe storm, leaving already stretched resources with an even higher demand.[146]
- **Transportation:** All types of transportation in St. Lucie—including, but not limited to, personal cars, rideshares, public trains and buses, boats, airplanes, and bikes—are vulnerable to severe storms and lightning. The roadways, runways, rail systems, and bodies of water may become hazardous during or after a severe thunderstorm or lightning strike due to increases in wind, rain, surge, and hail. Not only water, but also dangerous debris may fall into these areas, blocking these pathways from use. Additionally, using any of these transportation methods during a severe storm can be particularly dangerous, as visibility is reduced, winds can make it very difficult to drive or fly, ground surfaces become slippery or flooded, and flying debris or hail may strike vehicles at any time. These objects may also render any vehicle inoperable if the damage is severe enough. Public transportation is known to shut down during these events, especially airports and boat transport, as the elements do not allow safe travel. The Treasure Coast International Airport is likely to shut down briefly during severe storms and lightning events, as it is unsafe to fly during these conditions, causing delays and disruptions of travel for many.

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[143] St. Lucie County, "St. Lucie County Stormwater Management Plan," 2025, https://www.stlucieco.gov/departments-and-services/st-lucie-county-stormwater-management-plan.
[144] Jim Foerster, "How Extreme Weather Disrupts U.S. Oil and Gas Sector," October 9, 2023, *Forbes*, https://www.forbes.com/sites/jimfoerster/2023/10/09/extreme-weather-disrupts-us-oil-and-gas-sector/.
[145] Cybersecurity & Infrastructure Agency, "When Disaster Strikes, Emergency Communicators Need to Get Connected and Stay Connected," April 28, 2023, https://www.cisa.gov/news-events/news/when-disaster-strikes-emergency-communicators-need-get-connected-and-stay-connected.
[146] WLN, "How Walkie-Talkies Enhance Communication in Emergency Situations," September 18, 2025, https://www.wln-radio.com/how-walkie-talkies-enhance-communication-in-emergency-situations.

- **Hazardous Materials:** Power lines and any sharp physical objects, such as metal or wood, may become exposed during or after a severe storm or lightning strike, causing a hazard to passersby. Additionally, liquid and gaseous chemicals that are normally safely contained may be released when a container is damaged, creating breathing, drinking, or even skin-irritation hazards for humans and animals nearby.

FUTURE IMPACTS

Following historical trends, it is projected that population and development will continue to grow in St. Lucie County in the near future.[147] As population and development continue to increase in St. Lucie County and participating jurisdictions more people, structures, and infrastructure are exposed to severe thunderstorms and lightning. Local resources may become strained, and recovery and rebuilding from damage may take longer as more assets are damaged.

IMPACTS DUE TO CHANGES IN DEVELOPMENT

Increased development throughout St. Lucie County, as well as increased population, means an increased number of buildings and people at increased risk for impacts from severe storms and lightning.

LAND USE CHANGES

St. Lucie County has multiple active or recently completed development projects. Most are residential properties, such as subdivisions and apartment complexes. The remainder are commercial and industrial energy facilities and agricultural land. While the majority of growth is inland, some of the residential development is occurring on the Atlantic coastal islands of St. Lucie, a more vulnerable area due to its small size and reduced abundance of critical resources (e.g., fire stations, shelters).[148] Access to these islands is limited through single causeways several miles apart. This increase in homes, apartment buildings, energy facilities, and cropland over previously open land or forest increases the amount of vulnerable assets to wind, hail, and lightning damage. Additionally, more residential areas mean that the number of people and pets in the area will also increase, which leads to a larger population that is vulnerable to severe storms and lightning throughout St. Lucie County.

STATE ASSET CHANGES

Due to the major increase in population and its impact on roadway traffic, St. Lucie County has been adding additional ramps and widening lanes of preexisting roads, such as a new partial interchange on

[147] Florida Office of Economic and Demographic Research, "Projections of Florida Population by County, 2025–2050, with Estimates for 2023," 2023, https://edr.state.fl.us/content/population-demographics/data/MediumProjections_2023.pdf.
[148] St. Lucie County Planning and Development Services, "Active Development Projects," 2025, https://www.arcgis.com/apps/dashboards/12184ec9b99646619afc66b1f61b78fc.

Florida's Turnpike.[149] While these changes may help the flow of traffic, they also add additional infrastructure that is at risk of damage from debris and flooding.

The State of Florida police force has adapted to the increasing frequency of extreme weather events like severe storms and lightning by increasing the number of officers and providing training for specific storm-related response and recovery situations.[150] Overall, the rise in population and the growing severity and frequency of storms place a strain on state assets such as emergency response systems, state highways, state parks, and state police. While many of these assets have adapted to these challenges, the response remains costly and demanding, emphasizing the need for effective mitigation actions.

IMPACTS ON POPULATIONS OF FOCUS

Florida's population has been growing exponentially in recent years due to its year-round warm weather and sprawling entertainment districts. St. Lucie County has grown by about 50,000 people in the last five years, totaling about 400,000 people in the year 2025. There is an annual growth rate of 3.79%, which is projected to continue. Young adults (ages 25–30)—many of whom are couples moving to the area to start families—and older adults nearing retirement (ages 55–60) have shown especially large increases throughout the county.[151] This increases vulnerability, as there are more people at risk, including already more vulnerable populations, such as the elderly and young children from these families, who are susceptible to the harm that severe storms and lightning can cause. This influx of population puts more stress on local resources during a severe storm and lightning event, such as emergency response, food supply, energy, and fuel.

Additionally, the increase in population leads to more traffic on the roads, slowing down any necessary evacuations or emergency response times, and putting more people at risk of traffic accidents during a severe storm. For example, Treasure Coast International Airport, owned by St. Lucie County, has been undergoing significant renovations to improve its facilities and welcome more airlines to accommodate the growing population.[152] This also increases the amount of infrastructure at risk and the volume of flight traffic, leading to more delays during a severe weather event. Along with the transportation upgrades, St. Lucie County has also undergone and plans to undergo upgrades to utilities and stormwater management. These upgrades help manage the impacts of severe storms and lightning. Lastly, the St. Lucie County Sheriff's Office has implemented ongoing training programs to better prepare responders for weather hazards like severe storms and lightning.

[149] St. Lucie County Florida, "Public Works News: State Turnpike," 2025, https://www.stlucieco.gov/departments-and-services/public-works/public-works-news.
[150] Florida Climate Institute, *Florida's Climate: Changes, Variations, & Impacts – Summary and Key Messages* (2019), https://floridaclimateinstitute.org/images/newsletter/2019-May/FloridaClimate-Summary-KeyMessages.pdf.
[151] World Population Review, "St. Lucie County," 2025, https://worldpopulationreview.com/us-counties/florida/st-lucie-county.
[152] Al Pefley, "Commercial Airlines Coming Soon to Treasure Coast," September 17, 2025, *CBS12 News*, https://cbs12.com/news/local/commercial-airlines-coming-soon-to-treasure-coast.

PROJECTED FUTURE CHANGES

Most of the recent state and county-level infrastructure projects related to upgrading or expanding roads, transit, airport function, police training, utilities, and residential land use are projected to continue. Specifically, for the coast of St. Lucie, there is a Coastal Storm Risk Management Project under development to protect 3.3 miles of the 21 miles of Atlantic shoreline in St. Lucie. The plan includes beach and dune nourishment to lessen the erosion impacts of storm surge and heavy rain on local beaches. After the initial construction is finished, there are two scheduled renourishment periods spaced at 18-year intervals.[153] While this project is geared more toward large tropical storms, any severe storm can cause heavy rain and beach erosion that this project would help mitigate.

The population is projected to continue growing in St. Lucie County, with more than 60,000 additional residents expected by 2030.[154] The growth will place greater demand on the community's transportation systems and response systems, increasing the exposure of infrastructure, people, and responders to severe storms. However, ongoing training, utility upgrades, and heightened awareness of severe storms and lightning help mitigate the risk. It is crucial that the county continues to upgrade facilities while keeping the growing population and worsening impacts of severe storms and lightning in mind.

Tornadoes

Definition

A tornado is "a violently rotating column of air touching the ground, usually attached to the base of a thunderstorm."[155] Tornadoes are among nature's most violent and destructive storms, characterized by a rotating column of air that connects the ground to a cumulonimbus cloud or, in some cases, the base of a cumulus cloud. They typically form from powerful thunderstorms known as supercells, which are distinguished by their rotating updrafts. If conditions are favorable, these storms can produce tornadoes capable of causing significant fatalities and devastating entire neighborhoods.

The wind speeds associated with tornadoes can reach a staggering 300 miles per hour (mph), making them capable of inflicting catastrophic damage. The paths of destruction carved by tornadoes can exceed a mile in width and stretch over 50 miles in length, leading to extensive devastation in their wake. Hail often accompanies tornadoes, as the intense thunderstorms that lead to their formation create conditions conducive to hail development. These severe weather phenomena can occur in all states across the United States, highlighting the widespread risk posed by tornadoes.

While some tornadoes are clearly visible, others may be obscured by heavy rain or low-hanging clouds, making them difficult to detect. Tornadoes can develop extremely quickly, often forming within minutes,

[153] US Army Corps of Engineers, "St. Lucie County Coastal Storm Risk Management Project," May 2025, https://www.saj.usace.army.mil/About/Congressional-Fact-Sheets-2025/St-Lucie-County-FL-Coastal-Storm-Risk-Management-Project/.
[154] World Population Review, "St. Lucie County," 2025, https://worldpopulationreview.com/us-counties/florida/st-lucie-county.
[155] National Weather Service, "Tornado Definition," https://www.weather.gov/phi/tornadodefinition.

and may dissipate just as swiftly. Most tornadoes touch down for fewer than 15 minutes, although their impact can be devastating in that brief time frame.

Before a tornado makes landfall, distinct atmospheric changes can occur. The wind may suddenly die down, creating an unsettling stillness, and a noticeable drop in temperature may be felt. A cloud of debris swirling at ground level can be a telltale sign of a tornado's presence, even when the funnel itself is not visible. Tornadoes typically occur near the trailing edge of a thunderstorm, and it is not unusual to witness clear, sunlit skies behind a tornado as it moves through an area.[156]

Tornadoes in the United States can be classified into 10 distinct types. Table 74 provides an overview of each type along with a brief description.

Table 74: Tornado Types[157]

Tornado Types	Description
Rope	The smallest type of tornado, known as a "rope tornado," is typically short-lived, often lasting just a few minutes. Named for its long, slender appearance, this type indicates the beginning of a more powerful funnel cloud's evolution.
Cone	Unlike rope tornadoes, which are slender, cone tornadoes have a larger diameter and greater intensity. Resembling ice cream cones, they widen at the top and taper to a narrow base as they descend.
Stovepipe	In the tornado family tree, the stovepipe tornado is related to the cone tornado, with both types being similar in size but differing in shape. A cone tornado tapers downward, resembling a cone, while a stovepipe tornado does not taper downward but maintains a consistent width from the ground to the base of the parent thunderstorm, taking on a cylindrical form.
Elephant Trunk	"Elephant trunk" tornadoes resemble the size of a cone or stovepipe but curve like an elephant's trunk. These narrow, funnel-shaped tornadoes result from strong updrafts in thunderstorms.
Wedge	The most destructive tornadoes are massive wedge tornadoes, often exceeding a mile in diameter. Nicknamed "ground scrubbers," these tornadoes uproot vegetation and demolish buildings along their paths. EF5 wedge tornadoes, rated for wind speeds over 200 miles per hour, are particularly infamous and are sometimes called the "finger of God" due to their extreme power.
Multi-vortex	Large tornadoes can contain multiple areas of rotation (called multi-vortex tornadoes), with smaller areas of rotation known as vortices, in the main funnel. These secondary vortices can lead to erratic wind patterns and increased destruction. Although difficult to observe during the storm, they become evident during post-storm damage surveys.

[156] National Weather Service, "Tornado Definition," https://www.weather.gov/phi/tornadodefinition.
[157] Brian Lada, "10 Types of Tornadoes that Occur in the US," *AccuWeather*, last updated June 12, 2024, https://www.accuweather.com/en/severe-weather/10-types-of-tornadoes-that-occur-in-the-us/1514270.

Tornado Types	Description
Satellite	Intense tornadoes can generate smaller funnels called satellite tornadoes, which rotate around the main area of circulation, similar to how satellites orbit Earth. These smaller tornadoes can form at various distances from the primary storm and may pose significant dangers. Due to their similar appearance, satellite tornadoes are sometimes mistaken for multi-vortex tornadoes, which consist of multiple rotating columns of air around a single tornado.
Twin	Twin tornadoes are a rare meteorological phenomenon that even seasoned storm chasers may never witness. Unlike multi-vortex or satellite tornadoes, which form from a single swirling system, twin tornadoes develop simultaneously from two distinct areas of low pressure. These "sisters" can cause significant destruction and create a striking visual display. Their formation requires specific atmospheric conditions, including wind shear, humidity, and instability.
Landspout	Unlike tornadoes, which form from rotating thunderstorms, landspouts develop as a column of spinning air near the ground, independent of any storm structure. They typically form during warm weather with weak instability and usually last only a few minutes. While most landspouts are weak, stronger ones can cause damage similar to that of an EF0 or EF1 tornado, including uprooted trees and minor structural damage. It is also important to distinguish landspouts from dust devils. Dust devils arise on sunny, hot days due to localized updrafts, whereas landspouts occur under varying weather conditions.
Waterspout	When severe weather occurs above water, it can create a waterspout, which is a tornado that forms over a water surface. Once a waterspout moves onto land, it is classified as a tornado. Waterspouts and tornadoes have different dynamics and characteristics. A waterspout is usually associated with thunderstorms, not supercells, as tornadoes typically are. Waterspouts are generally weaker than tornadoes and often occur during milder weather conditions. Waterspouts may appear as a spray of water being lifted into a cloud, whereas tornadoes typically display a well-defined funnel shape with a visible debris cloud at the base.

Location and Extent

The state of Florida experiences more tornadoes per 10,000 square miles than any other state. Specifically, the region between Tampa Bay and Fort Myers, along with the western Panhandle and certain areas of the Atlantic Coast, records particularly high tornado activity.[158]

Tornadoes can occur anywhere in the county, but they are more likely to occur along the eastern and central parts, especially during severe weather outbreaks, tropical storms, or hurricanes (see Figure 60). As indicated in red on the map, Census Tract 381402 in Port St. Lucie has a relatively higher tornado risk than

[158] Florida Climate Center, "Tornadoes," https://climatecenter.fsu.edu/kids/topics/tornadoes/full#:~:text=In%20Florida%2C%20measured%20in%20frequency,So%2C%20what%20is%20a%20tornado%3F.

the rest of the county due to its geography, topography, population density, and proximity to certain climatic conditions.[159]

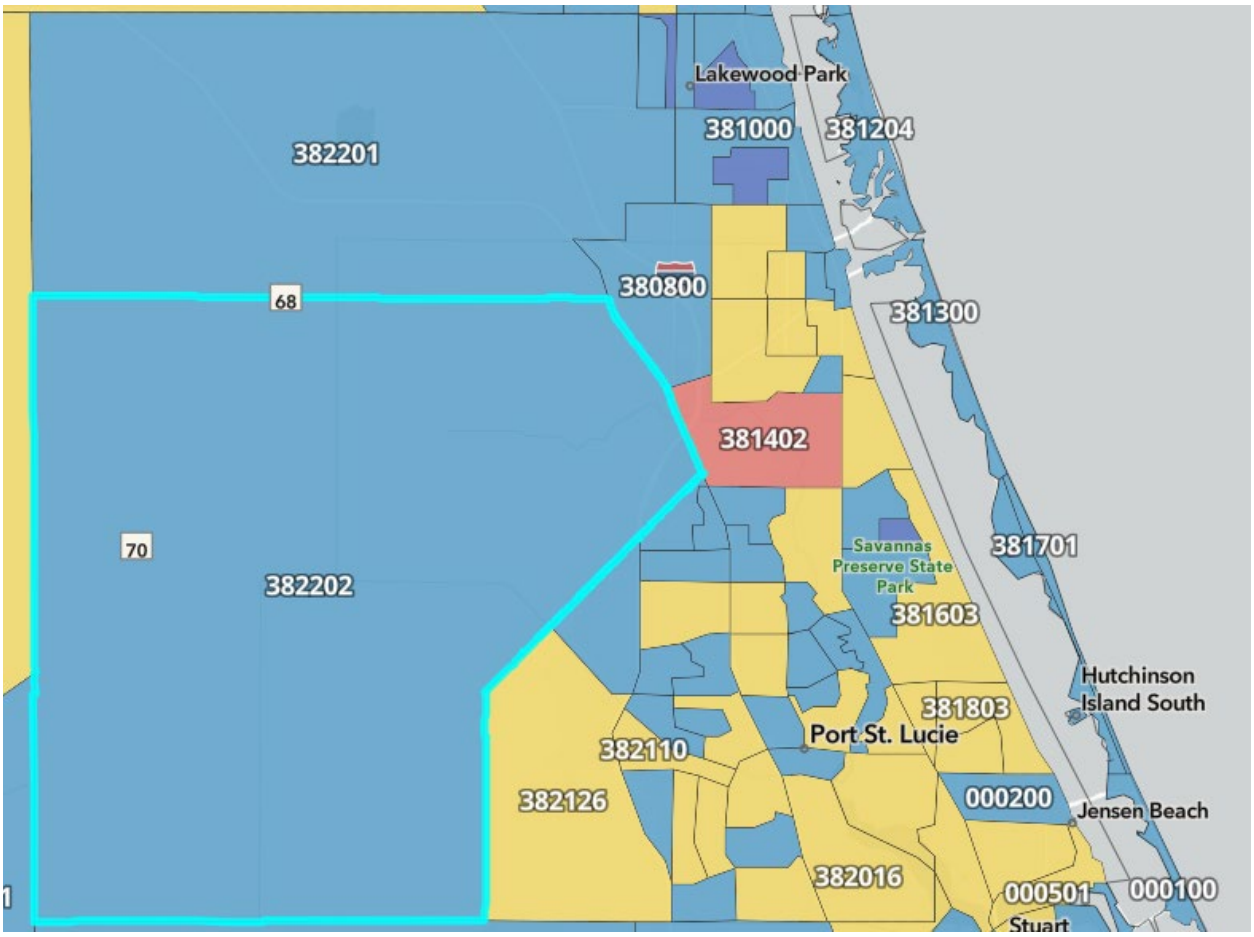

Figure 60: St. Lucie County Census Tract Map

Additionally, a significant majority of tornadoes occur in regions where there is a stark contrast between different landscape types, such as the transition from a city to open farmland. This contrast creates conditions that can enhance the development of tornadoes. Tornado touchdowns in urban environments are most commonly reported within a 1-to-10-mile radius of the city center, a phenomenon attributed to the influence of regional airflow patterns and temperature differences.

Several factors contribute to the dynamics of tornado formation in these areas. The size of the city plays a role, as larger cities create unique wind patterns. The construction materials used in buildings, such as steel, concrete, and glass, along with the heat produced by human activity, can further shape the

[159] FEMA, "National Risk Index," https://hazards.fema.gov/nri/map#.

microclimate. These elements work together to create a localized environment that may either promote or inhibit tornado activity,[160] the complexity of tornado formation in urban settings.[161]

Figure 61 displays the tornado touchdown points in St. Lucie County from 1950 through 2024.

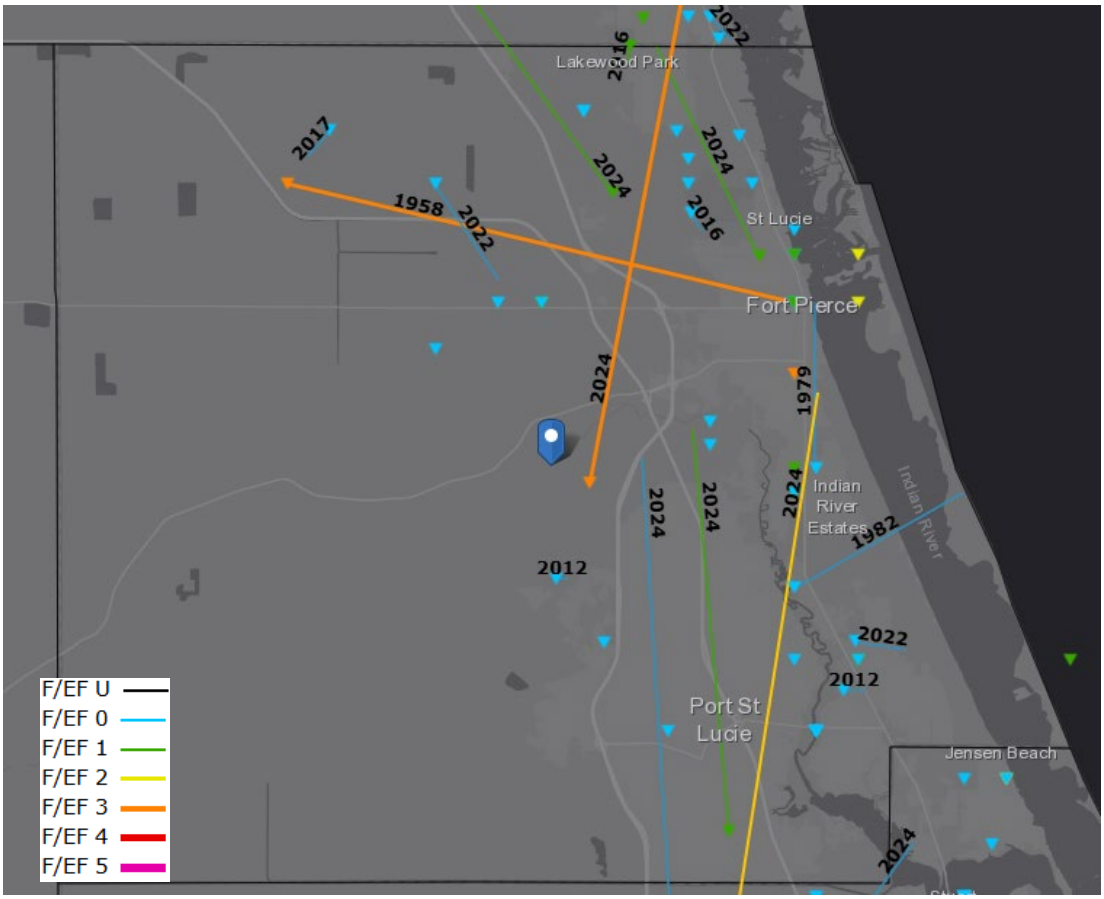

Figure 61: Tornado Touchdown Points, St. Lucie County, 1950–2024[162]

EXTENT

The Enhanced Fujita Scale assesses the intensity of a tornado by examining the destruction it causes to buildings and vegetation. After a tornado occurs, meteorologists and damage assessment teams evaluate the extent of the damage and categorize it using the Enhanced Fujita (EF) Scale. This scale ranges from

[161] Natalie van Hoose, "Landscape 'Transition Zones' May Influence Where Tornadoes Strike," *Purdue University Archive*, April 7, 2014, https://www.purdue.edu/newsroom/archive/releases/2014/Q2/landscape-transition-zones-may-influence-where-tornadoes-strike.html.

[162] Midwestern Regional Climate Center, "Tornado Tracks, 1950–2024," https://mrcc.purdue.edu/gismaps/cntytorn. The map was zoomed to display tornado tracks affecting St. Lucie County, Florida.

EF0, which is the weakest, to EF5, the strongest. The EF rating is determined by identifying damage indicators (DIs) and degrees of damage (DoDs) (see Table 75).[163]

Table 75: Enhanced Fujita Scale Elements

EF Scale	Class	Wind Speed (mph)	Description
EF0	Weak	65–85	Gale
EF1	Weak	86–110	Weak
EF2	Strong	111–135	Strong
EF3	Strong	136–165	Severe
EF4	Violent	166–200	Devastating
EF5	Violent	Over 200	Incredible

The EF Scale incorporates 28 DIs, including types of buildings, other structures, and trees. For each DI, there are eight DoDs, ranging from the beginning of visible damage to complete destruction of the DI. The construction and description of a building should align with the DI being assessed, and the observed damage must correspond to one of the eight DoDs outlined by the scale. The tornado evaluator will then determine whether the wind speed that caused the damage is higher or lower than the expected value for the specific DoD, using a range of upper and lower bound wind speeds. This process is applied to multiple structures, rather than just one, before a final EF rating is assigned.[164]

Table 76 shows how an EF rating is assigned after a tornadic event. Wind speed estimates are based on observed DoDs for a typical building type. Each DoD corresponds to a wind speed used to help determine the EF rating. The example is based on a typical building with the following characteristics:

- Less than 2,500 square feet
- Wood or metal post-and-beam construction
- Wood or metal roof trusses
- Wood or metal panel siding
- Metal or wood roof
- Large doors

[163] National Weather Service, "Enhanced Fujita Scale," https://www.weather.gov/tae/ef_scale.
[164] National Weather Service, "The Enhanced Fujita Scale (EF Scale)," https://www.weather.gov/oun/efscale.

Table 76: Enhanced Fujita Scale Rating Assignment Example[165]

DoD	Damage Description	Expected Wind Speed (mph)	Lower Bound (mph)	Upper Bound (mph)
1	Threshold of visible damage	62	53	78
2	Loss of wood or metal roof panels	74	61	91
3	Collapse of doors	83	68	102
4	Major loss of roof panels	90	78	110
5	Uplift or collapse of the roof structure	93	77	114
6	Collapse of walls	97	81	119
7	Overturning or sliding of the entire structure	99	83	118
8	Total destruction of the building	112	94	131

JURISDICTIONAL IMPACTS

Hazard impacts refer to the adverse effects stemming from natural or human-induced events. These impacts include physical damage, human health concerns, and economic, environmental, and social impacts, as shown in Table 77.

Table 77: Jurisdictions and Hazard Impacts

Participant	Impacts
St. Lucie County, Port St. Lucie, Fort Pierce, and St. Lucie Village	Tornadoes in St. Lucie County, including the areas of Port St. Lucie, Fort Pierce, and St. Lucie Village, can cause extensive damage to homes, buildings, infrastructure, and natural landscapes, and pose risks to human safety. This leads to costly repairs, service disruptions, and instability in the local economy. Human health concerns arise from injuries sustained during these events, as well as the potential for long-term mental health issues such as anxiety and posttraumatic stress disorder (PTSD) due to trauma. Economically, local businesses may face temporary closures and revenue losses, while recovery efforts can strain community resources and affect employment levels. Increased insurance premiums and out-of-pocket expenses place added burdens on the local economy. Environmentally, tornadoes can devastate local ecosystems, resulting in habitat destruction and debris that harms wildlife. Socially, the community may

[165] National Weather Service, "1. Small Barns and Farm Outbuildings (SBO)," https://www.spc.noaa.gov/efscale/1.html.

Participant	Impacts
	experience reduced cohesion and increased anxiety as residents confront the aftermath of disasters.

NATIONAL RISK INDEX

The NRI is a tool developed by FEMA to evaluate and visualize the risk of natural hazards across the United States. It provides data and insights on various hazards. The index combines multiple factors, including the probability of various hazard events, the vulnerability of communities, and potential impacts, to assess overall risks.

St. Lucie County's tornado risk profile includes an overall risk index score of 82.5 (based on the community's Expected Loss Value, risk factors, and an adjustment factor used to calculate the final score); an expected annual loss score of 82.1 (which combines exposure values, annualized frequency, and historic loss ratios); a social vulnerability score of 78.68 (measured using the Centers for Disease Control and Prevention's Social Vulnerability Index); and a community resilience score of 46.21 (measured at the county level using the Baseline Resilience Indicators for Communities). The overall risk score, calculated by multiplying the Expected Annual Loss by the social vulnerability, then dividing by the community resilience score, indicates a relatively moderate risk for tornado events for St. Lucie County as a whole, as shown in Figure 62.



Figure 62: Tornado Risk Rating, St. Lucie County[166]

[166] FEMA, "National Risk Index," https://hazards.fema.gov/nri/map#.

Magnitude and Severity

The potential magnitude and severity of tornadoes in St. Lucie County (and therefore the planning area) can vary considerably. However, tornadoes in the planning area are generally categorized in the EF0 to EF2 range on the EF Scale. EF0 tornadoes produce winds of 65–85 mph and can cause minor damage, while EF1 tornadoes reach 86–110 mph, causing moderate damage to structures and trees. Although stronger tornadoes (EF3 and above) are less common in this area, they can still occur, posing a serious threat to life and property. Tornadoes in St. Lucie County (and the planning area) can cause destruction of homes, disrupt services, and pose risks to public safety. Their occurrence may be influenced by local weather patterns, seasonal changes, and broader climate trends, necessitating ongoing preparedness and response planning.

Historic Events

The National Center for Environmental Information (NCEI) is a comprehensive resource that catalogs data on weather-related events, including tropical storms, hurricanes, tornadoes, floods, and more. It provides critical information to help assess the frequency, intensity, and impact of severe weather events across the United States. The NCEI is maintained by the National Oceanic and Atmospheric Administration.

According to the database, St. Lucie County experienced nine tornado events between January 1, 2021, and August 27, 2025 (see Table 78). St. Lucie County experienced significant activity during this time, resulting in six reported deaths and approximately $497,720,000 in property damage. This data highlights the recurring threat of these severe weather phenomena in the region, underscoring the importance of preparedness and response strategies to mitigate potential impacts on the community. It is crucial to note that the damage on 10/9/2024 caused $15,000,000 in property damage across three separate counties, St. Lucie County is included in this but did not experience that amount of damage independently.

Table 78: Tornadoes in St. Lucie County, 2021–2025*[167]

Location	Date	Magnitude	Deaths	Injuries	Property Damage	Crop Damage
10747 W Midway Rd, Fort Pierce, FL 34945	6/6/2022	EF0	0	0	$10,000	$0
Walton	6/9/2022	EF0	0	0	$210,000	$0
Ft. Pierce – St. Lucie Airport	6/30/2022	EF0	0	0	$0	$0
Port St. Lucie	10/9/2024	EF0	0	0	$750,000	$0
Port St. Lucie	10/9/2024	EF1	0	0	$5,000,000	$0

[167] National Centers for Environmental Information, "Storm Events Database," https://www.ncei.noaa.gov/stormevents/listevents.jsp?eventType=%28C%29+Tornado&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=2021&endDate_mm=08&endDate_dd=27&endDate_yyyy=2025&county=ST.%2BLUCIE%3A111&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLORIDA.

Location	Date	Magnitude	Deaths	Injuries	Property Damage	Crop Damage
Ft. Pierce – St. Lucie Airport	10/9/2024	EF1	0	0	$250,000	$0
Harmony Heights	10/9/2024	EF1	0	0	$1,500,000	$0
10747 W Midway Rd, Fort Pierce, FL 34945	10/9/2024	EF3	6	0	$475,000,000	$0
Port St. Lucie	10/9/2024	EF1	0	0	$15,000,000	$0

*The figures in this chart may include some damage incurred by counties other than St. Lucie.

FEMA DISASTER DECLARATIONS

On October 11, 2024, a federal disaster declaration was issued for tornadoes related to Hurricane Milton. The declaration number is DR-4834.

Probability of Future Conditions

It is impossible to predict with absolute certainty whether tornadoes will strike St. Lucie County and the associated jurisdictions; however, historical data indicates that they do occur, although infrequently. On average, there is an annualized frequency of approximately 0.30 tornadoes per year or a chance of three tornados occurring over a 10-year period in the region.[168] This statistic suggests that, when observed over an extended period, such as several decades, tornadoes can be expected to occur, even if rarely. Although the probability of a tornado touching down in any given year in St. Lucie County is relatively low, the possibility remains likely.

Vulnerability Assessment

St. Lucie County[169]risk to tornadoes is ranked as relatively moderate by FEMA's National Risk Index.[170] However, this ranking should not lead to complacency regarding the county's vulnerability. Even with a lower overall risk profile, St. Lucie County's unique geographic and climatic conditions still pose substantial threats during tornadic events. The presence of critical infrastructure, vulnerable populations, and structures at risk underscores the need for proactive emergency preparedness measures.

[168] FEMA, "Resilience Analysis and Planning Tool," 2025, https://experience.arcgis.com/experience/0a317e8998534c30a9b2d3861c814d42/#data_s=id%3AdataSource_16-19ae62b8746-layer-137%3A377.

[170] FEMA, "Resilience Analysis and Planning Tool," 2025, https://experience.arcgis.com/experience/0a317e8998534c30a9b2d3861c814d42/.

The county is home to several vulnerable populations, including those 65 and older (24.5%), limited-resource families (7.8%), and individuals with disabilities (15.2%).[171] These groups may require extra assistance and resources during tornado events, making evacuation efforts more challenging.

Mobile homes (6,809 in St. Lucie County) are particularly vulnerable because their structural design often lacks the strength to withstand high winds.[172] In Fort Pierce, approximately 3% of the population lives in mobile homes; in Port St. Lucie, about 8%; and in St. Lucie Village, 4%, with 7% of the county living in mobile homes.[173] When tornado warnings are issued, evacuations can be challenging, as many households may not have transportation (4.5% or 3,180 households in St. Lucie County) or a clear plan for where to seek shelter.[174] In Port St. Lucie, approximately 4,400 households have no vehicle; in Fort Pierce, 1,220 households have no transportation; and in St. Lucie Village, every household owns at least one vehicle.[175] Additionally, after a tornado, these individuals may struggle with recovery due to limited financial resources and inadequate insurance coverage, making it difficult to repair or replace their homes. This highlights the need for targeted community preparedness efforts to better support those living in mobile homes during severe weather events.

Transportation infrastructure is another critical area of concern. Major highways such as U.S. 1 and Interstate 95 are essential for emergency evacuation and response but may become obstructed by debris following a tornado. This can lead to delays in assistance and hinder recovery efforts.

Finally, communication networks that provide vital information during emergencies can also be vulnerable to damage from tornadoes. Disruptions in communication can complicate coordination among emergency services and reduce the effectiveness of response efforts.

Ultimately, the county may not experience tornadoes as frequently as others, but the impact of any event can still be severe, especially given its growing population and developing infrastructure. Therefore, it is crucial for St. Lucie County to maintain a high level of readiness and resilience to mitigate any potential risks associated with tornadic activity.

IMPACTS TO ASSETS

Table 79 provides a summary of the consequences of tornadoes. It discusses the effects on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence.

[171] Headwaters Economics, "St. Lucie County, FL," https://headwaterseconomics.org/tools/populations-at-risk/.
[172] Headwaters Economics, "St. Lucie County, FL," https://headwaterseconomics.org/tools/populations-at-risk/.
[173] Census Reporter, "St. Lucie County, FL," https://censusreporter.org/profiles/05000US12111-st-lucie-county-fl/.
[174] Headwaters Economics, "St. Lucie County, FL," https://headwaterseconomics.org/tools/populations-at-risk/.
[175] Data USA, "St. Lucie County, FL," https://datausa.io/profile/geo/st-lucie-county-fl#housing.

Table 79: Consequence Analysis

Sector	Consequence
Public	• Homes, commercial buildings, and infrastructure may sustain extensive damage. • Individuals may experience personal injuries, destruction of healthcare facilities, and mental health impacts. • Owners and employees may lose income due to damage to properties and businesses. • Local governments and taxpayers may bear the burden of recovery and rebuilding. • Local ecosystems may be disrupted. • Vegetation may be destroyed, which can lead to soil erosion and disrupt flora and fauna. • Families may be displaced, creating a need for temporary shelters and housing. • Local emergency services may become overwhelmed, leading to increased demand for resources and support for first responders.
First Responders	• First responders may face risks from debris, downed power lines, and structural collapses, which can lead to injuries or fatalities. • Emergency calls may surge, overwhelming first responders and straining resources, which can extend response times. • Local resources may become strained, leading to mutual aid situations and complications with logistics and coordination. • Exposure to traumatic scenes may result in stress, anxiety, and potentially PTSD.
Continuity of Operations	• Utilities may be interrupted, affecting both emergency services and daily life. • Damage may impede access for emergency responders, delaying rescue and recovery efforts. • Roads, bridges, and public transportation systems may be damaged, hindering mobility and impacting evacuation and response efforts. • Injuries may overwhelm local healthcare facilities, straining resources and emergency services. • Residents forced to leave their homes may increase demand for social services.
Property, Facility, and Infrastructure	• Residential and commercial buildings may sustain extensive damage. • Roads and bridges may be damaged. • Power lines may be downed, and water supply systems disrupted, leading to outages in electricity, water, and communication services. • Repairs and reconstruction may incur high costs. • Hospitals, schools, and emergency services may be impaired, affecting operational capabilities.
Environment	• Vegetation may be damaged, and trees uprooted, leading to loss of wildlife habitats and affecting local ecosystems.

Sector	Consequence
	• High winds may strip topsoil, resulting in increased erosion and degradation of land quality, which can impact agriculture. • Water may become contaminated from debris, chemicals, and sediments, affecting freshwater ecosystems and drinking water supplies. • The destruction of buildings and infrastructure may release harmful substances into the air, potentially leading to respiratory issues for residents and wildlife. • Wildlife may be displaced, and habitats destroyed, leading to population declines in certain species. • The physical alteration of the landscape may affect local weather patterns and microclimates. • Debris may overwhelm local waste management systems, leading to increased litter and pollution. • Farmlands may be devastated, leading to loss of crops and livestock, which can disrupt the local food supply and economy. • Disturbance of natural areas may create opportunities for invasive species to establish and spread, threatening native ecosystems.
Economic Conditions	• Local economies may be strained due to costly repairs and reconstruction efforts. • Local businesses may face temporary closures due to damage or power outages, affecting revenue and potentially leading to layoffs. • Insurance resources may be strained by a surge in claims, potentially raising premiums. • Destruction of roads, bridges, and utilities may require substantial public resources for repairs, diverting funds from other community needs. • Tourism may decline as potential visitors avoid the area, impacting local hospitality and service industries. • Agricultural lands may be devastated, harming crop yields and livestock, which can have broader implications for the local economy reliant on farming. • The recovery process can be lengthy and complex, leading to reduced local investment and slower economic growth in the aftermath. • Local governments may face increased spending on emergency services, infrastructure repair, and disaster relief initiatives, which can impact future budgets. • Business closures and disruptions in agriculture may lead to job losses in the area, affecting household incomes and economic stability. • The psychological toll may lead to increased healthcare costs and reduced workforce productivity as residents cope with trauma and stress.
Public Confidence	• Increased concerns about safety during severe weather may lead to heightened anxiety levels. • Effective response efforts may influence public confidence in local emergency services and their ability to handle disasters.

Sector	Consequence
	• Tornadoes may spur a demand for better education and awareness regarding emergency preparedness, affecting perceptions of whether local authorities are proactive. • Damage from tornadoes may lead to financial losses, affecting how residents view their economic stability and the reliability of insurance claims processes. • Confidence in evacuation protocols may wane if they are perceived as poorly managed. • Tornadoes can strengthen community bonds through collective recovery efforts or create divisions based on differing levels of disaster preparedness. • An increase in tornado activity may lead to calls for stricter building codes and infrastructure improvements, impacting public confidence in local governance. • Coverage of tornadoes can shape public perception and confidence, either positively or negatively, based on how events are reported.

IMPACT ON COMMUNITY LIFELINES

Tornadoes pose a threat to FEMA's Community Lifelines in St. Lucie County (see Figure 63).

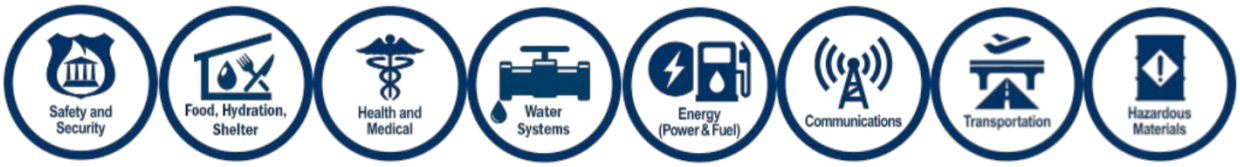

Figure 63: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Tornadoes can cause destruction, leading to increased risk for residents. Emergency services may be overwhelmed, impacting law enforcement and rescue efforts.
- **Food, Hydration, and Shelter:** Tornadoes can damage homes and critical infrastructure, creating a need for emergency shelters, temporary housing, and assistance with food and clean water supplies.
- **Health and Medical:** Tornadoes can result in injuries among the population, necessitating medical care, behavioral health support, and management of public health concerns.
- **Energy:** Utility lines can be downed during a tornado, leading to power outages that affect homes, businesses, and critical services.
- **Communications:** Tornadoes can disrupt telecommunications infrastructure, making it difficult for residents to communicate and for emergency services to coordinate.
- **Transportation:** Roads can be blocked by debris, making it challenging for emergency responders to access affected areas and for residents to evacuate if necessary.
- **Hazardous Materials**: Storage facilities and infrastructure can be damaged, leading to spills and leaks. These incidents can disrupt transportation routes, hinder emergency response efforts, increase

public safety risks, cause environmental contamination, and highlight the need for community preparedness and awareness.

IMPACT DUE TO CHANGES IN DEVELOPMENT

In St. Lucie County, the local government has implemented specific development changes in response to the challenges posed by tornadoes. Community preparedness programs have also seen revisions, with local officials increasing public education initiatives to inform residents about tornado safety and readiness strategies. These programs are designed to help individuals and families develop emergency response plans.[176]

Following the occurrence of multiple tornadoes in St. Lucie County during Hurricane Milton, new communication software was implemented, along with training for additional staff in multiple roles.[177]

IMPACTS ON POPULATIONS OF FOCUS

In St. Lucie County, various populations are at risk from tornadoes. Populations with limited financial resources may face additional recovery challenges following tornado impacts. Damage to residential structures can result in temporary displacement, and in areas where the availability of affordable housing is limited, displaced households may experience longer recovery timelines and increased difficulty securing suitable temporary or replacement housing.

Elderly populations are also an at-risk group. Many seniors may have mobility issues that impede their ability to seek shelter quickly during a tornado warning. Additionally, they may rely on caregivers or other assistance, which can complicate evacuation efforts during emergencies. The combination of age, health, and socioeconomic status places these individuals at an increased risk for injury or fatality.

Children and single-parent households may also need attention when considering tornado vulnerabilities. Limited access to immediate support during severe weather can leave young children in dangerous situations, especially if parents are unable to secure adequate shelter for them. Likewise, schools, which often serve as safe havens during storms, may be overwhelmed or poorly equipped to handle large groups of students in an emergency.

Furthermore, communities with transient populations, such as migrant workers, may experience increased vulnerability due to their living situations and lack of established local networks for support and information. Their limited resources and language barriers can delay awareness of tornado warnings, leaving them less prepared to respond effectively when a tornado strikes.

[176] St. Lucie County, Florida, Public Safety, *Disaster Preparedness Guide* [brochure], https://www.stlucieco.gov/home/showpublisheddocument/9767/638811054751630000.
[177] WPBF News, "St. Lucie County Emergency Operations Adapt After Historic Tornado Outbreak," *WPBF*, November 13, 2024, https://www.wpbf.com/article/st-lucie-county-emergency-operations-adapt-after-historic-tornado-outbreak/64922500.

Tsunami

Definition

A tsunami is a series of waves created when a large body of water is rapidly displaced. They can last several hours and vary greatly in size. They do not behave like typical ocean waves generated by weather and tides; instead, inundation extent varies widely depending on variables such as wave height, coastal topography, and bathymetry, as shown in Figure 64. Large tsunamis can completely flood entire cities, causing widespread destruction and loss of life.[178] Tsunamis are most often induced by earthquakes, landslides, and volcanic eruptions. While they are rare in the United States, there are several on record, and the entire U.S. coast, including Florida, remains vulnerable. In the past, tsunamis often occurred with little or no warning, as seismic hazards were highly unpredictable. However, as seismic activity monitoring has improved, the U.S. Tsunami Warning System has become more effective in issuing timely alerts, including the following:[179]

- **Tsunami Watch:** Issued when hazards are not yet known, but a potential generating event, like an earthquake, has occurred and residents should be prepared.
- **Tsunami Advisory:** Issued when strong currents and waves are near the area, advising the public to stay out of the water.
- **Tsunami Warning:** Issued when a wave is imminent, and the timing of the wave can be detected down to the hour. Dangerous coastal flooding and powerful currents are likely, and the public is advised to move to high ground or inland.

Two terms are often confused with tsunamis: Tidal waves and rogue waves. A tidal wave is caused by the natural tides of the ocean, which are disrupted by weather systems and moon phases, whereas a tsunami has little connection to tidal activity. waves are unpredictable and may result from regularly spaced ocean swells intensified by natural currents or weather systems, in contrast to tsunamis.[180] Both tidal waves and rogue waves are separate hazards from tsunamis and will not be covered in this hazard profile.

[178] National Oceanic and Atmospheric Administration/National Weather Service (NOAA/NWS), "U.S. Tsunami Warning Center," 2025, https://www.tsunami.gov/.
[179] NOAA/NWS, "Tsunami Message Definitions," 2025, https://www.tsunami.gov/?page=message_definitions.
[180] National Ocean Service, "Rogue Waves," https://oceanservice.noaa.gov/facts/roguewaves.html.

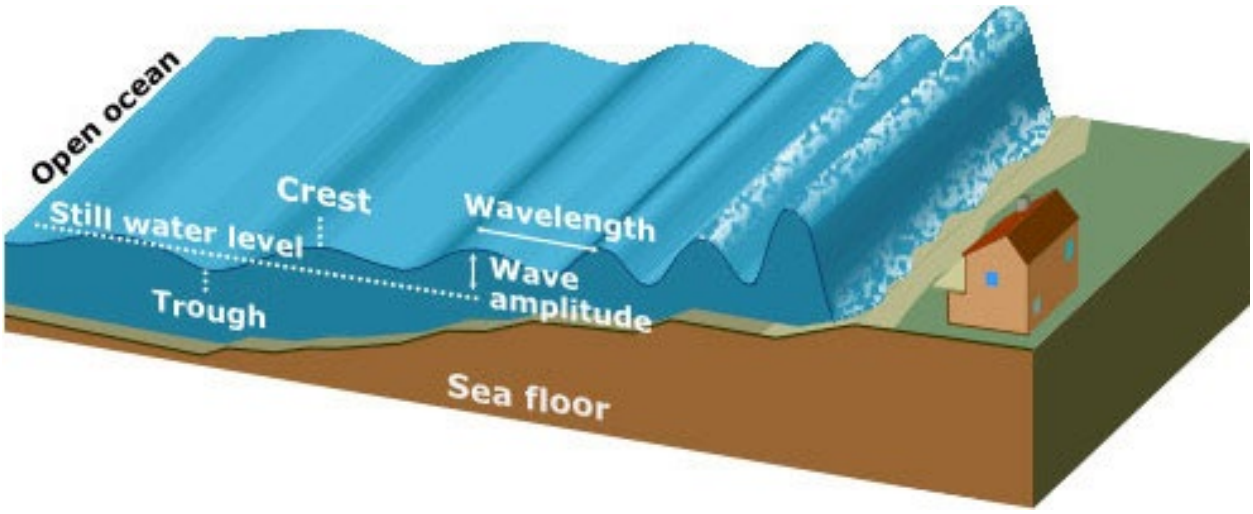

Figure 64: Tsunami Characteristics[181]

Location and Extent

A tsunami can occur anywhere in the ocean where water is rapidly displaced and can therefore impact any coastal land near the ocean. Because this phenomenon is mostly associated with seismic hazards such as earthquakes and volcanoes, the coasts of the Pacific Ring of Fire, where the large Pacific plate interacts with surrounding plates, are most susceptible to tsunamis. The U.S. states most susceptible to these Pacific plate interactions are California, Oregon, Washington, Alaska, and Hawaii. While less common, the Caribbean plate, south of Florida, may also induce earthquakes in places such as Puerto Rico, Haiti, and eastern Mexico.

While the Caribbean plate is much smaller than tectonic plates in the Pacific Ocean, it has historically produced some major earthquakes and tsunamis. Another cause of tsunamis in Florida is landslides, which can occur even from small earthquakes or coastal erosion, both of which are more common in the surrounding area. When a landslide occurs, it can displace a significant amount of water, leading to a tsunami. The collapse of an island or large rockfalls is more common in the regions surrounding Florida than large earthquakes themselves.[182]

JURISDICTIONAL IMPACTS

It is possible for a tsunami to occur anywhere along Florida's Gulf or Atlantic coasts. If large enough, it could impact inland cities. Low-lying coastal areas and barrier islands in St. Lucie County are primarily impacted by tsunamis with minimal impacts further inland. Possible impacts are shown in Table 80.

[181] Pacific Tsunami Museum, "Tsunami Characteristics," 2025, https://tsunami.org/tsunami-characteristics/.
[182] U.S. Geological Survey (USGS), "How Do Landslides Cause Tsunamis?," 2025, https://www.usgs.gov/faqs/how-do-landslides-cause-tsunamis.

Table 80: Impacts of Tsunamis, by Jurisdiction

Participant	Impacts
St. Lucie County	Tsunamis pose a significant threat to human life and can cause considerable damage along the coast of St. Lucie County. The area's residences, recreational spaces, and tourist attractions are vulnerable to the destructive force of large tsunami waves. Smaller tsunami waves, which are more likely in the area, would have a greater impact on the county's coastal regions. These waves can lead to severe flooding and erosion, resulting in costly repairs and business closures, creating economic challenges and stress for residents. The risk of injuries and fatalities heightens the urgency for residents and first responders to prepare. Additionally, the aftermath can lead to environmental issues, as debris and pollutants harm wildlife habitats and water quality. The threat of tsunamis may also deter winter residents and tourists from visiting, negatively impacting the community both economically and socially.
City of Port St. Lucie	Port St. Lucie is not located on the Atlantic coast and would not be significantly impacted from a tsunami. Any impacts would be indirect due to the city's elevation and distance from the coast. Should a tsunami push water up the St. Lucie River, larger impacts could be seen similar to flooding from a hurricane that pushes water up the river.
City of Fort Pierce	The City of Fort Pierce is home to numerous residential properties, hotels, and recreational facilities, including beaches, parks, golf courses, the Treasure Coast International Airport, and the large Lawnwood Hospital. Even as it is located directly on the Atlantic coast, Fort Pierce is at low risk of inundation from tsunamis. Small waves from tsunamis are more likely to produce strong currents that threaten swimmers than inundate the City of Fort Pierce coastline.
Town of St. Lucie Village	The Town of St. Lucie Village is a small community located on Indian River Lagoon that includes residential homes, government buildings, shops, marinas, and beaches. Like all of coastal Florida, the Town of St. Lucie Village is a low risk of tsunami impacts, but could experience some slight flooding in the unlikely case of a large tsunami

NATIONAL RISK INDEX

There is insufficient data on tsunamis for St. Lucie County based on the National Risk Index.[183]

Magnitude and Severity

Tsunamis have a wide range in magnitude and severity. Tsunami waves can range in height (amplitude) from a few feet to over 100 feet. They can have a period ranging from 10 minutes to two hours between waves, and a wavelength exceeding 300 miles.[181] When they pass offshore, the wave has a smaller height and longer wavelength, leaving the impacts unnoticeable at sea. As they come onshore, they take on characteristics of a large, violent, crashing tide but are unrelated to tides themselves. Micro-tsunamis are

[183] National Risk Index, "St. Lucie County," 2025, https://hazards.fema.gov/nri/map.

detectable only by sensitive instruments on the ocean floor, and mega-tsunamis are much larger and can impact entire coasts of land. Even "small" tsunamis are associated with extremely strong currents, capable of knocking someone off their feet. Tsunamis are measured using the Deep-ocean Assessment and Reporting of Tsunami (DART) systems, which detect unusual wave variations as they travel to the United States.[184] Tsunamis are often associated with earthquakes, which are measured on the Richter scale, and are more likely to occur in close proximity to the epicenter of an earthquake that is rated 8.0 in magnitude. However, even a small earthquake can produce dangerous tsunami waves.[185]

Historic Events

There has never been a recorded impact of a tsunami in St. Lucie County. In Florida, there have been a handful of tsunami events over the past few centuries:

- **1886 – Charleston earthquake:** An earthquake in Charleston, South Carolina, triggered a tsunami wave that surged up the St. Johns River to Jacksonville. It is unknown if any deaths occurred in St. Lucie County or the surrounding area.
- **1755 – Portugal earthquake:** A large earthquake in Portugal killed thousands of people, and the tsunami wave was confirmed to have hit much of the East Coast of the United States. It is unknown if any deaths occurred in St. Lucie County or the surrounding area.

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated with this hazard.

Probability of Future Conditions

Tsunamis are not likely in the future for St. Lucie County, but while the risk of a tsunami inundating the area is low, it is possible. Additionally, with rising sea levels, the impacts of even small tsunamis may be higher, as there is more water to travel farther inland.

Vulnerability Assessment

While the likelihood of tsunami occurrence in St. Lucie County is low, impacts of a major tsunami would be devastating. If a tsunami were to occur, it could flood low-lying coastal areas, destroying restaurants and beaches, and flooding resorts and homes. It is also a major hazard to the life of humans and pets, both during and after the event, as critical hygiene, energy, and medical response facilities may shut down. It is crucial for officials to follow through with any mitigation actions to protect life and property from a potential tsunami.

[184] USGS, "Tsunamis and Tsunami Hazards," Water Science School, 2025, https://www.usgs.gov/water-science-school/science/tsunamis-and-tsunami-hazards.
[185] SMS Tsunami Warning, "Richter Scale," 2018, https://www.sms-tsunami-warning.com/pages/richter-scale.

IMPACTS TO ASSETS

If a tsunami were to occur in St. Lucie County, it could impact critical assets located on or near the coast.. The scale of the tsunami would largely influence the extent of impacts, as those farther inland may not experience any effects if a tsunami were only to flood the beaches. Specific outcomes are listed in Table 81.

Table 81: Consequence Analysis

Sector	Consequence
Public	• **Health and Medical Disruptions:** In the event of a major tsunami, significant personal injuries could occur. Local emergency services may be overwhelmed, leading to increased demand for resources, greater pressure on first responders, and urgent mental health care for affected individuals. • **Social Disruption:** The aftermath of a tsunami would place immense pressure on local governments and taxpayers to manage recovery and rebuilding efforts. Displacement of families would create a significant need for temporary shelters and housing solutions, adding to the stress of the recovery process. • **Shelter and Services:** Extensive damage to residential and commercial buildings from a tsunami could leave communities in need of shelter and services. • **Trauma Exposure:** Exposure to traumatic scenes during a tsunami can lead to increased stress, anxiety, and the potential for long-term mental health issues that reduce public confidence during a hazardous event.
First Responders	• **Communication Disruption:** A major tsunami can cause widespread power outages, crippling communication lines and making it difficult for first responders to coordinate rescue efforts. • **Transportation Disruption:** Debris and floodwaters from a tsunami may severely damage roads and vehicles, obstructing access for emergency personnel and hindering evacuation routes. • **Resource Disruption:** A surge in emergency calls following a tsunami can overwhelm response teams, extending response times and depleting critical resources and equipment. • **Social Disruption:** Witnessing the devastation of a tsunami can lead to heightened stress, anxiety, and the potential for post-traumatic stress disorder among survivors and first responders.
Continuity of Operations	• **Utility Interruptions:** A tsunami can disrupt essential utilities, impacting both emergency services and daily life, and leaving communities without water and electricity. • **Access Delays:** Damage from a tsunami can impede access for emergency responders, significantly delaying critical rescue and recovery efforts in affected areas.

Sector	Consequence
	• **Mobility Challenges:** Destruction of roads, bridges, and public transit systems from a tsunami can hinder mobility, complicating evacuation and emergency response operations. • **Healthcare Strain:** Injuries from a tsunami can overwhelm local healthcare facilities, placing a strain on their resources and emergency services during a critical time. • **Operational Impairment:** Hospitals, schools, and emergency services may face operational challenges after a tsunami, limiting their ability to serve the community effectively.
Property, Facility, and Infrastructure	• **Infrastructure Damage:** Destruction of roads and bridges from a tsunami can severely limit access for emergency services and hinder recovery efforts. • **Utility Failures:** Downed power lines and disrupted water supply from a tsunami can lead to outages, affecting communication and emergency response capabilities.
Environment	• **Environmental Disruption:** The destruction of vegetation from a tsunami can lead to soil erosion, negatively impacting local ecosystems and wildlife. • **Wildlife Displacement:** Tsunamis can destroy habitats, causing wildlife to relocate and potentially increasing human-wildlife interactions and risks. • **Waste Management Overload:** Extensive debris from a tsunami can overwhelm waste management systems, leading to increased pollution in land and water sources. • **Pollution Risks:** Water and air quality may deteriorate due to hazardous chemicals released during a tsunami, posing health risks to the community.
Economic Conditions	• **Economic Strain:** Local economies may suffer due to the high costs of repairs and reconstruction efforts following a tsunami, impacting long-term growth. • **Economic Disruption:** A tsunami could cause extensive damage to homes, commercial buildings, and vital infrastructure, resulting in costly repairs. The loss of income for business owners and employees due to property damage or power outages could compound the economic impact on the community. • **Agricultural Impact:** Damage to farmland and loss of crops from a tsunami can disrupt local food supplies and economic stability for farmers. • **Business Disruptions:** Local businesses may experience temporary closures due to tsunami damage or power outages, affecting revenue and employment. • **Insurance Strain:** A surge in insurance claims post-tsunami can strain resources, potentially leading to increased premiums for policyholders. • **Resource Allocation:** Repairing roads, bridges, and utilities after a tsunami may require substantial public funding, diverting resources from other community needs. • **Tourism Decline:** A tsunami can deter potential visitors, negatively impacting the local hospitality and service industries that rely on tourism.

Sector	Consequence
	• **Complex Recovery:** The recovery process following a tsunami can be lengthy and complicated, leading to reduced local investment and slower economic recovery. • **Job Losses:** The combination of business closures and agricultural disruptions from a tsunami can lead to job losses, affecting household incomes and economic stability.
Public Confidence	• **Evacuation Confidence:** Confidence in evacuation protocols may diminish if they are perceived as poorly managed during a tsunami response. • **Public Trust:** Effective response efforts during a tsunami can significantly influence public confidence in local emergency services and their disaster management capabilities.

IMPACT ON COMMUNITY LIFELINES

The distance inland that the tsunami wave travels would have an especially large influence on community lifelines (see Figure 65). The following scenarios are described as if a tsunami were to only inundate the direct coastal areas of St. Lucie County and as if it were to completely inundate St. Lucie County.

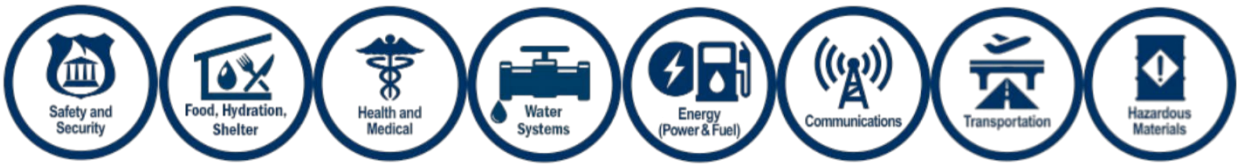

Figure 65: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** In the event of a major tsunami, emergency personnel, their vehicles, and equipment face significant risks from flooding and debris. Damage to vehicles may render them inoperable, hindering their ability to respond to emergencies. Communication systems can be compromised, making it difficult to coordinate rescue efforts. Additionally, water inundation can disrupt security measures, leaving communities vulnerable during critical times when safety is paramount.
- **Food, Hydration, and Shelter:** A tsunami can lead to a surge in demand for food and essential supplies as communities prepare for potential impacts. Grocery stores may quickly run out of items, and food processing facilities could be damaged, disrupting supply chains. Hydration becomes a critical issue as flooding may contaminate water sources, leading to boil water advisories. Shelters such as homes and community buildings can suffer severe damage, exposing residents to the elements and creating a desperate need for safe refuge.
- **Health and Medical:** Tsunamis can overwhelm healthcare systems, putting emergency medical personnel and hospitals at risk of flooding and operational disruptions. The demand for medical services often rises dramatically due to injuries sustained during the event, such as those from debris, drowning, and other tsunami-related incidents. Access to hospitals may be hindered, further complicating the ability to provide timely care.

- **Water Systems:** Tsunamis can cause significant damage to water systems, leading to complete shutdowns of treatment facilities and disruptions in safe water supply. Flooding can back up pipelines, making it impossible to deliver clean water. Where water is still available, boil water advisories may be issued, increasing stress on households and businesses that rely on safe drinking water.[186]
- **Energy (Power and Fuel):** Tsunami impacts can severely disrupt critical energy infrastructure, including power plants and gas stations. Flooding and damage can lead to gas station closures, limiting fuel access for emergency responders and residents alike. Additionally, the demand for fuel often increases in the aftermath of a natural disaster, driving up prices and complicating transportation logistics for recovery efforts.[187]
- **Communications:** A major tsunami poses a significant threat to communication lines, especially those reliant on power and cell towers. Power outages can render battery-operated devices unusable, while damaged cell towers impede access to phone services.[188] Although radio communications are generally more reliable, they still face challenges, such as signal interference and the need for charged batteries. The surge in communication needs during a tsunami can overwhelm already strained resources.
- **Transportation:** All modes of transportation, including personal vehicles, public transit, and air travel, are at risk during a tsunami. Roadways, rail systems, and waterways may become hazardous due to the wave of flooding and debris, complicating evacuation and response efforts. Visibility can be severely limited, and navigating flooded or obstructed pathways poses significant dangers to travelers. Public transportation services are likely shut down during a tsunami.
- **Hazardous Materials:** Tsunamis can expose hazardous materials as containers are damaged by flooding or debris. Sharp objects, chemicals, and other dangerous materials may pose risks to those in the vicinity, creating potential health hazards from exposure to toxic substances. The release of these materials into the environment can also lead to contamination of air and water sources, further endangering public health and safety.

IMPACTS DUE TO CHANGES IN DEVELOPMENT

There are numerous recent land use changes throughout St. Lucie County that heighten the area's vulnerability to the impacts of a major tsunami. As the population in the county continues to grow, the number of vulnerable individuals at risk also rises, increasing demand for emergency services and placing greater strain on local resources during such a catastrophic event.

[186] St. Lucie County Florida, "St. Lucie County Stormwater Management Plan," 2025, https://www.stlucieco.gov/departments-and-services/st-lucie-county-stormwater-management-plan.
[187] Jim Foerster, "How Extreme Weather Disrupts U.S. Oil and Gas Sector," *Forbes*, October 9, 2023, https://www.forbes.com/sites/jimfoerster/2023/10/09/extreme-weather-disrupts-us-oil-and-gas-sector/.
[188] Cybersecurity and Infrastructure Security Agency, "When Disaster Strikes, Emergency Communicators Need to Get Connected and Stay Connected," April 28, 2023, https://www.cisa.gov/news-events/news/when-disaster-strikes-emergency-communicators-need-get-connected-and-stay-connected.

LAND USE CHANGES

St. Lucie County has several active or recently completed development projects, primarily focusing on residential properties such as subdivisions and apartment complexes. Additionally, there are commercial and industrial energy facilities and agricultural lands being built. For example, there has recently been a 100 kW solar carport installation at a Port St. Lucie public park.[189] The structure features translucent solar panels, allowing natural light to pass through while generating energy. There is also a $13 billion hyperscale data center called the Sentinel Grove Technology Park in the works, to be built on former citrus groves in St. Lucie County.

While most of the growth is occurring inland, some residential developments are being built along the Atlantic coast in areas which are more vulnerable to tsunamis risk.[190] This expansion of homes, apartment buildings, and energy facilities into previously open space or forested areas increases the exposure of valuable assets to tsunami-related damage. Furthermore, a growing number of residential areas means a larger population of people and pets, increasing overall vulnerability to tsunamis and their impacts in St. Lucie County. While coastal development in St. Lucie County slightly increases risk from tsunamis, the overall probability and consequence of tsunami impacts remain low.

STATE AND LOCAL ASSET CHANGES

In response to population growth and increased roadway traffic, St. Lucie County is enhancing state infrastructure, such as adding ramps and widening lanes on Florida's Turnpike.[191] While these improvements aim to facilitate traffic flow, they also increase the risk of damage from tsunami-related debris and flooding. State parks and beaches, such as Fort Pierce Inlet State Park, face increasing challenges from tsunamis, including shifting sandbars and larger waves that necessitate expanded lifeguard staffing and heightened public warnings.[192] Additionally, upgrades to utilities and stormwater systems are being implemented to mitigate the effects of flooding and water overflow during hazards such as severe storms or tsunamis.

IMPACTS ON POPULATIONS OF FOCUS

Florida's population has been growing rapidly in recent years, driven by its year-round warm weather and vibrant entertainment districts. St. Lucie County has added approximately 50,000 residents in the last five years, bringing the total to about 400,000 by 2025, with an average annual growth rate of 3.79% projected to continue.[193] This growth includes a significant influx of young families and retirees, increasing the number of vulnerable populations, particularly the elderly and young children. For example, vulnerable

[189] Blue Energy Electric, "How Commercial Solar Panels Are Transforming St. Lucie County Businesses," updated September 23, 2025, https://www.blueenergyelectric.com/post/st-lucie-commercial-solar-panels-transforming.
[190] St. Lucie County, "Active Development Projects," 2025, https://www.arcgis.com/apps/dashboards/12184ec9b99646619afc66b1f61b78fc.
[191] St. Lucie County Public Works, "Public Works News," 2025, https://www.stlucieco.gov/departments-and-services/public-works/public-works-news.
[192] Port St. Lucie Talks, "Surf Conditions Rise at Fort Pierce Inlet State Park," 2025, https://portstlucietalks.com/surf-conditions-rise-at-fort-pierce-inlet-state-park-after-hurricane-erin/.
[193] World Population Review, "St. Lucie County," 2025, https://worldpopulationreview.com/us-counties/florida/st-lucie-county.

populations may have reduced access to transportation, not as readily receive emergency alerts, may be more impacted by reduced healthcare services. People with mobility impairments may require specialized transportation or assistance to evacuate safely, while those with limited English proficiency may not receive or fully understand emergency instructions. Limited-resource households may lack the financial means to prepare for or recover from a disaster, compounding long-term impacts.

As the population rises, the risk during a tsunami event escalates, with more individuals exposed to potential harm. This surge in residents places additional strain on local resources during a tsunami, including emergency response capabilities, food supply, and energy services. Furthermore, increased traffic on local roads can hinder evacuations and slow emergency response times, intensifying overall risk.

PROJECTED FUTURE CHANGES

Recent state and county infrastructure projects, aimed at upgrading or expanding roads, transit systems, airport functions, police training, utilities, and residential developments, are expected to continue into the future. Notably, along the coast of St. Lucie County, a Coastal Storm Risk Management Project is planned to protect the 3.3 miles of Atlantic shoreline. This initiative includes beach and dune nourishment to mitigate erosion that could be caused by tsunami runup. Following initial construction, the project will involve two renourishment cycles at 18-year intervals.[194] While designed primarily for large storms, the project will also help address tsunami-related risks, including significant surge and coastal erosion.

The population in St. Lucie County is projected to grow by over 60,000 residents by 2030, increasing demand on transportation and emergency response systems.[195] This growth places more infrastructure, residents, and emergency personnel at risk during a tsunami event. However, ongoing training, upgrades to utilities, and heightened awareness of tsunami risks can help mitigate these dangers. It is essential for the county to continue enhancing facilities while accounting for population growth and the intensifying impacts of tsunamis.

Water Structure and Levee Failure

Definition

The failure of a water structure or levee has a low-probability. However, when a dam, spillway, or related structure cannot safely contain or release impounded water, the consequences downstream can be catastrophic.[196] Such failures occur when the integrity of the water structure is compromised, whether suddenly or gradually, leading to an uncontrolled release of water that inundates normally dry land.[197]

[194] U.S. Army Corps of Engineers, "St. Lucie County Coastal Storm Risk Management Project," 2025, https://www.saj.usace.army.mil/About/Congressional-Fact-Sheets-2025/St-Lucie-County-FL-Coastal-Storm-Risk-Management-Project/.
[195] World Population Review, "St. Lucie County," 2025, https://worldpopulationreview.com/us-counties/florida/st-lucie-county.
[196] Association of State Dam Safety Officials, "Dam Failure and Incidents", https://damsafety.org/dam-failures.
[197] FEMA, "Federal Guidelines for Dam Safety Risk Management", 2025, https://www.fema.gov/sites/default/files/2020-08/fema_dam-safety_risk-management_P-1025.pdf.

According to FEMA, water structure failures remain a concern, particularly where aging infrastructure exceeds its original design life and experiences hydraulic stress during heavy rainfall events[197] While some failures develop slowly due to seepage, internal erosion, or structural deterioration, others can occur with little to no warning, especially when triggered by intense rainfall, overtopping, seismic activity, or operational errors.



Figure 66: The St. Lucie Lock[198]

Water structures exist in a wide range of settings and serve many functions, including flood control, irrigation, hydropower, industrial water supply, and recreation. Because many are located upstream of populated areas, critical facilities, agricultural operations, and transportation corridors, even a partial breach can produce significant downstream flooding. The extent of inundation depends on the structure's height, storage capacity, breach characteristics, topography, and the velocity of released water. High hazard potential dams, those where failure is expected to cause loss of life, pose the greatest risk. As development expands into downstream inundation areas, the exposure of people and property continues to increase.

The primary causes of failure include structural deficiencies, foundation instability, improper maintenance, overtopping from extreme rainfall, internal erosion (piping), and spillway damage. Heavy rainfall events can exacerbate these risks by placing additional hydraulic stress on water control structures, particularly those with limited capacity or deferred maintenance. Aging infrastructure further compounds the hazard: Many water structures in the United States were constructed over 50 years ago and require significant rehabilitation to meet modern engineering and safety standards. Inadequate inspections, lack of emergency action plans, and deferred maintenance can increase the likelihood of a failure event.

The impacts of a water structure failure extend far beyond immediate flooding. Rapid, high-velocity flows can destroy buildings, roads, bridges, utilities, and agricultural lands, creating debris and hazardous

[198] US Army Corps of Engineers, "St. Lucie Lock and Dam," 1999, https://commons.wikimedia.org/wiki/File:USACE_St_Lucie_Lock_and_Dam.jpg.

materials that hinder rescue and recovery operations. Disruption of water supply systems, power generation facilities, and irrigation networks can lead to cascading impacts across multiple sectors of a community. Long-term effects may include contamination of water bodies, loss of fisheries and wildlife habitat, sediment deposition, and reduced water quality. Social impacts can be severe, as water structure failures often require rapid evacuations, displace residents, and impose long-term economic burdens on affected communities. Effective dam safety programs, including regular inspections, emergency action planning, inundation mapping, and ongoing infrastructure investment, are essential to reducing future risks and protecting downstream populations.

Levee failure is a high-impact hazard that occurs when a levee system, either natural or human-made, can no longer contain rising water levels, resulting in overtopping, structural breach, or seepage that allows floodwaters to inundate normally dry areas. Levees are designed to reduce flood risk by confining rivers, protecting low-lying coastal areas, and preventing storm surge from entering developed corridors. However, according to the U.S. Army Corps of Engineers, many levees across the United States are aging, inadequately maintained, or constructed to outdated design standards, making levee failure a persistent risk for communities protected by these structures. Levee breaches can develop gradually, such as through prolonged saturation or internal erosion (piping), or rapidly during extreme precipitation and storm surge events that exceed design capacity.

Levees protect millions of residents, critical facilities, agricultural areas, and economic assets nationwide. As development increases behind levee systems, the consequences of failure become more severe, particularly in densely populated floodplains, coastal zones, and areas with limited evacuation routes. Levee systems vary widely in construction—earthen embankments, concrete floodwalls, steel sheet piling—and each type presents distinct vulnerabilities. Factors such as soil composition, foundation stability, vegetation, rodent burrows, and maintenance practices all influence a levee's performance during high-water events. When a levee no longer provides its intended level of protection, the resulting inundation can occur rapidly and with considerable depth, often producing impacts more damaging than natural flooding due to the sudden release of confined water.

Common causes of levee failure include overtopping, structural instability, seepage, erosion, inadequate drainage, scour, and storm surge exceeding the levee's design elevation. Levee systems may be stressed during periods of elevated water levels, prolonged rainfall, or rapid canal stage increases, particularly where design limits or maintenance conditions reduce system capacity.

The impacts of levee failure extend well beyond immediate flooding. Because levees are typically designed to protect substantial urban and agricultural assets, breaches can disrupt transportation corridors, utilities, and lifeline systems, including water supply, wastewater treatment, and power infrastructure. Floodwaters released from a levee breach may carry contaminants, debris, petroleum products, and hazardous materials, creating complex public health and environmental challenges. Communities may face long-term economic impacts, including loss of homes and businesses, agricultural damage, recovery of critical infrastructure, and substantial financial burdens associated with repairs and reconstruction. Social impacts can be profound, particularly in vulnerable or rural areas where levees are often the only barrier between populated neighborhoods and high-risk flood zones.

Location and Extent

Although St. Lucie County is not home to a large federal dam, flooding from water structures remains a localized but potentially high-consequence hazard due to the presence of smaller water control structures, agricultural impoundments, stormwater retention systems, and canal-based hydrologic features operated primarily by the South Florida Water Management District (SFWMD) and local jurisdictions. These structures play essential roles in irrigation, drainage, and flood control across the county and are found in both urban and agricultural areas. While the geographic footprint of a potential water structure incident is smaller than riverine or coastal flooding, failures at these facilities can still produce rapid, high-velocity outflows that affect downstream neighborhoods, roadways, and critical infrastructure.

The greatest potential impacts are concentrated near stormwater ponds, spillways, and canal control structures located in Port St. Lucie, Fort Pierce, and western agricultural areas. Many of these systems are designed to manage the county's extensive canal network and overtopping or structural failure during extreme rainfall events could inundate adjacent residential areas, transportation corridors, or agricultural tracts. In the rural western portions of the county, where irrigation reservoirs and agricultural impoundments support large-scale farming operations, a breach could disrupt farm operations, erode soils, and inundate low-lying pasture or cropland.

While the overall extent of water structure flooding is highly dependent on reservoir size and topography, failures can result in sudden downstream flooding in confined channels or canal-adjacent neighborhoods. The flat terrain and interconnected basin system of the Treasure Coast can amplify the movement of released water, potentially affecting areas far from the original breach point. Heavy rainfall events may place additional pressure on small water control structures that were not engineered to manage higher runoff volumes.

St. Lucie County's levee-related risk is closely tied to the regional water management system that connects the county to Lake Okeechobee and the broader SFWMD canal network. While the county does not contain major federal levees, several canal embankments and water-control levees functionally serve as levee systems by containing water in engineered channels such as the C-23, C-24, and North Fork St. Lucie River canals. These structures reduce flood risk by conveying stormwater away from developed areas; however, they also create residual risk where a breach, overtopping event, or structural weakness could release confined water into adjacent communities.

Levee-related impacts are most likely near canal-adjacent neighborhoods in Port St. Lucie and in agricultural areas located along the county's extensive drainage network. In urbanized areas, levee or embankment failure could inundate residential subdivisions built directly adjacent to canals or retention systems, overwhelming local drainage networks. In rural western areas, failure of canal embankments could quickly flood agricultural lands, impede farm operations, and block access routes.

The extent of levee-related flooding is influenced by canal water levels, the height and condition of embankments, and the proximity of development to the canal system. Flat topography in St. Lucie County allows water released from a breach to spread widely and rapidly. Elevated canal stages and prolonged

rainfall may increase hydrostatic pressure on canal levees, particularly during periods of sustained runoff. Table 82 lists the water control structures in St. Lucie County, and Table 83 lists its levees.

Table 82: Water Control Structures in St. Lucie County[199]

Structure Name	NID ID	Owner	Owner Type	State Regulated	Federal Regulated	Hazard Potential	Condition	EAP
S-49	FL00414	SFWMD	Local Government	Yes	No	Significant	Not Rated	No
Control Structure #1	FL00410	North St. Lucie River Water Control District	Local Government	Yes	No	Low	Not Rated	Not Required
Control Structure #3	FL01009	North St. Lucie River Water Control District	Local Government	Yes	No	Low	Not Rated	Not Required
Control Structure #2	FL00413	North St. Lucie River Water Control District	Local Government	Yes	No	Low	Not Rated	Not Required
Capron Trail #1	FL28005	Premier Citrus, LLC	Private	Yes	No	High	Fair	No
Capron Trail #2	FL28006	Premier Citrus, LLC	Private	Yes	No	High	Fair	No
S-99	FL00411	SFWMD	Local Government	Yes	No	Significant	Not Rated	No
G78 Control Structure	FL28002	SFWMD	Local Government	Yes	No	High	Not Rated	No
G79 Control Structure	FL28003	SFWMD	Local Government	Yes	No	High	Not Rated	No
G-81	FL28004	SFWMD	Local Government	Yes	No	Low	Not Rated	No
Water Control Structure 2	FL01010	Ft Pierce Farms Water Control District	Local Government	Yes	No	Low	Not Rated	Not Required
S-50	FL00412	SFWMD	Local Government	Yes	No	Significant	Not Rated	No

[199] National Inventory of Dams, https://nid.sec.usace.army.mil/.

Table 83: Levees in St. Lucie County.[200]

Levee Name	System ID	Location	Levee Length	Average Height	Year Constructed	Structures	Downstream Population
10MI_RES	1405200102	Fort Pierce	3.837 miles	No Data	No Data	0	0
S383CON_1	1405200091	Fort Pierce	1.912 miles	No Data	No Data	0	0
S-97 North Tieback	3405000118	Port St. Lucie	1.799 miles	5 ft	1964	2,107	6,061

[200] National Levee Database, https://levees.sec.usace.army.mil/. This database might not contain data on some non-federal structures.

EXTENT

Water structures in the United States are classified by the potential consequences of failure, commonly referred to as hazard potential classification. This system, used by FEMA, USACE, and the National Inventory of Dams (NID), categorizes dams based on the expected severity of downstream impacts should the structure fail—not on the structural condition of the dam or the likelihood of failure. This distinction means that a well-maintained dam with robust engineering can still be classified as "High Hazard" if populations or critical facilities are located downstream, just as a structurally deficient dam may be classified as "Low Hazard" if failure would cause minimal damage.

Hazard potential classifications help define the extent of the area that may be affected by a water structure failure, including the depth, velocity, and reach of floodwaters. These classifications also influence regulatory requirements for inspections, emergency action plans (EAPs), and mitigation strategies, as well as local emergency operations planning. As downstream development expands and land uses change, a dam's hazard classification can increase even if the dam structure itself has not changed, a dynamic similar to how increasing urbanization expands the extent of flood risk.

Dams are typically categorized into the following three FEMA/USACE hazard potential classes: High hazard potential, significant hazard potential, and low hazard potential, as noted in Table 84.

Table 84: Classification of Water Structure Hazards

Type	Definition
High Hazard Potential	A structure whose failure is likely to cause loss of human life due to the presence of homes, businesses, critical facilities, or occupied structures in the downstream inundation zone.
Significant Hazard Potential	A structure whose failure will not likely cause loss of life but could result in major economic and physical damage.
Low Hazard Potential	A structure whose failure is expected to cause minimal economic or environmental losses, with no probable loss of life.

Levees in the United States are classified based on their intended level of flood protection, structural characteristics, and potential consequences if the levee is overtopped, breached, or otherwise fails. Unlike flood recurrence intervals (e.g., 100-year, 500-year floods), levee classifications focus on the design standard, performance expectations, and risk to people and property behind the levee.[1] The classification system is used by the U.S. Army Corps of Engineers (USACE), FEMA, and the National Levee Database (NLD) to evaluate levee integrity, inspection needs, and eligibility for certain federal programs.

Levee classifications help define the extent of inundation that may occur if an embankment breach or overtopping event takes place. Because levees confine water in canals, rivers, or coastal areas, a single breach can result in rapid, high-velocity flooding, often more severe than natural overbank flooding. As urban development has expanded along St. Lucie County's canal network, particularly along the C-23, C-

24, and C-25 systems, the population and infrastructure exposed to levee-related hazards have increased, even though the levee structures themselves may not have changed.

Levees in St. Lucie County are primarily associated with SFWMD canal embankments, stormwater control features, and flood-control berms rather than large riverine levee systems. These structures play a key role in managing water throughout the county but carry varying degrees of risk depending on their height, condition, water load, and proximity to developed areas.

JURISDICTIONAL IMPACTS

The uncontrolled release of water, whether caused by structural failure, overtopping, or malfunction of water control structures, poses a localized but potentially severe hazard for communities across St. Lucie County. While the county does not contain a federal dam, it relies heavily on a complex network of stormwater retention ponds, agricultural impoundments, and SFWMD-operated canal. A failure or breach in these systems can result in sudden, high-velocity flooding capable of damaging homes, roadways, utilities, and agricultural lands. Because many of these structures are located near residential neighborhoods and critical corridors, even relatively small water structure failures can impose disproportionate impacts on emergency response, infrastructure, and economic activity. The degree of consequences varies across jurisdictions based on development density, proximity to water-control structures, and the presence of vulnerable populations. Table 85 summarizes hazard impacts of water structure failure by jurisdiction.

Table 85: Impacts of Water Structure Failure, by Jurisdiction

Jurisdiction	Impacts
St. Lucie County	Water structure failures of countywide infrastructure, particularly along major drainage canals or agricultural reservoirs, can trigger rapid downstream flooding that damages roads, culverts, and stormwater systems. Response operations may be hindered by debris, restricted access routes, and simultaneous impacts to rural and urban areas. Economically, failures may disrupt agricultural operations west of I-95, damage public facilities, and increase long-term maintenance and mitigation costs. Social impacts include temporary evacuations, population displacement, and heightened demand for county support services.
City of Port St. Lucie	Port St. Lucie faces elevated risk due to the concentration of neighborhoods built adjacent to stormwater ponds, canals, and water-control structures. A breach or overtopping event may flood residential streets, compromise local drainage networks, and isolate subdivisions. Infrastructure damage, including to bridges, culverts, and underground utilities, can lead to prolonged service disruptions and costly repairs. Economic losses often include property damage, business interruption, and recovery-related strain on city operations. Social impacts include evacuation challenges and increased demand for emergency sheltering and assistance.
City of Fort Pierce	Fort Pierce may experience localized but intense impacts from failures involving canal control structures or retention systems near urban and coastal areas. A sudden release of water could overwhelm drainage basins, flood older

Jurisdiction	Impacts
	neighborhoods with limited stormwater capacity, and disrupt critical sectors such as port operations and waterfront commerce. Damage to public infrastructure may include erosion of transportation corridors, utility outages, and impacts to shoreline stabilization features. Recovery may be further complicated by economic reliance on tourism and maritime activities.
Town of St. Lucie Village	The town's geography and proximity to water bodies increase sensitivity to small-scale dam or retention pond failures. Limited stormwater and emergency service capacity may prolong recovery and elevate reliance on county or state support. A failure event could flood local roadways, hinder mobility, impact private wells and septic systems, and restrict access for essential services. Social impacts may include displacement of residents and increased dependence on outside assistance for debris management and restoration.

Levee-related hazards in St. Lucie County primarily involve canal embankments and flood-control berms associated with the SFWMD's regional water management system. Although these structures are not traditional large-scale river levees, they serve similar functions: Confining water in engineered canals and protecting surrounding neighborhoods, farmland, and infrastructure. A breach, overtopping, or structural failure can lead to rapid, uncontrolled flooding that spreads across low-lying terrain, causing significant damage to nearby communities. The extent of levee-related impacts is influenced by canal water levels, storm conditions, and the density of development behind the embankment. Table 86 outlines potential impacts from levee-related hazards across the county's jurisdictions.

Table 86: Impacts of Levees, by Jurisdiction

Jurisdiction	Impacts
St. Lucie County	Levee or canal embankment failures can affect both urban and rural areas, particularly where major SFWMD canals run adjacent to roadways, utilities, and agricultural tracts. Countywide impacts may include damage to transportation corridors, erosion of embankments, and flooding of public facilities. Multiple simultaneous embankment issues during extreme rainfall or storms can strain emergency response and public works operations. Agricultural production may be disrupted by prolonged inundation, while social impacts include mobility restrictions, temporary displacement, and increased demand for public assistance.
City of Port St. Lucie	As the county's most canal-connected municipality, Port St. Lucie is highly vulnerable to levee or embankment failures along the C-23, C-24, and C-25 systems. A breach can cause fast-moving, deep flooding in adjacent neighborhoods, overwhelm stormwater networks, and damage roads, culverts, and utilities. Economic impacts include property damage, business interruptions, and costly repairs to public infrastructure. Social consequences may involve evacuations, reduced access for emergency services, and increased need for emergency shelter and recovery programs.
City of Fort Pierce	Levee-related hazards in Fort Pierce are primarily associated with embankments that support canal drainage into coastal zones. A structural issue or overtopping

Jurisdiction	Impacts
	event can flood residential areas, commercial districts, and older neighborhoods with limited stormwater capacity. Floodwaters may disrupt port operations, tourism, and transportation corridors. Recovery challenges include erosion, debris accumulation, and restoration of stormwater infrastructure, all of which increase maintenance demands and local government expenditures.
Town of St. Lucie Village	Because St. Lucie Village is situated near low-lying coastal and lagoon-adjacent areas, even minor embankment weaknesses can result in localized flooding. Limited stormwater infrastructure and reliance on county-level support increase vulnerability to prolonged disruptions. A levee or canal embankment failure may flood local roads, restrict essential service access, and affect septic systems and private wells. Social impacts may include displacement of at-risk households and a heightened need for external recovery assistance.

NATIONAL RISK INDEX

The NRI serves as a valuable tool for assessing various hazards across communities in the United States; however, it lacks an evaluation of dam and levee failures as a significant hazard and will therefore not be included in this particular hazard profile.

Magnitude and Severity

Failures of water-control structures in St. Lucie County, though less frequent than flooding or coastal hazards, have the potential to cause severe and rapid impacts due to the sudden release of impounded water. The severity of a water structure failure depends on the type of structure involved, reservoir or canal storage volume, breach size, downstream topography, and the proximity of development to the failure point. Many of the county's water control structures are located in Port St. Lucie, Fort Pierce, and agricultural areas near major SFWMD canal systems, meaning that even a localized failure can create intense flooding capable of damaging homes, roadways, utilities, and public facilities.

A dam or spillway failure can result in high-velocity flows that overwhelm stormwater networks, erode embankments, and inundate low-lying neighborhoods. Because many of these structures connect directly to the C-23, C-24, and C-25 canals, a breach could impact multiple downstream areas simultaneously. Transportation routes such as U.S. Highway 1, Okeechobee Road, and portions of I-95 may become impassable, complicating emergency response and evacuation operations. Prolonged inundation following a failure can damage electrical systems, wastewater facilities, and lift stations, slowing recovery and increasing repair costs.

Secondary impacts often include contamination from agricultural runoff, debris accumulation, sediment displacement, and damage to irrigation or drainage networks. In urban areas, sudden flooding from a water structure failure can lead to mold growth, private property loss, and long-term disruption to businesses and commercial corridors. For rural communities, the loss of irrigation reservoirs or water-control structures may interrupt farming operations, reduce productivity, and create extended recovery

periods. Social impacts, such as displacement, limited mobility, and heightened anxiety, can also persist, particularly in neighborhoods with limited resources or access to emergency services.

As development continues along canal corridors, the severity of water structure-related hazards may increase due to higher exposure of people, property, and infrastructure. Ongoing inspection, maintenance, and rehabilitation of stormwater and agricultural impoundments, along with public education on the risks of water structure failure, are critical to reducing future vulnerability and protecting residents across St. Lucie County.

Levee and canal-embankment failures pose a significant hazard to St. Lucie County due to the county's reliance on an extensive network of engineered canals designed to manage water levels and support flood control. A levee or embankment breach can result in sudden, uncontrolled flooding that spreads quickly across the county's flat terrain, particularly in densely populated neighborhoods near the C-23, C-24, and C-25 canal systems. The severity of a levee failure depends on canal water levels, embankment height and condition, breach size, and the concentration of residential or commercial development behind the levee.

A levee breach can immediately overwhelm local drainage capacity, flooding streets, homes, and utilities with little warning. In Port St. Lucie, where many subdivisions are built adjacent to canal embankments, the impacts can include isolation of neighborhoods, widespread property damage, and extended road closures. Transportation routes such as Prima Vista Boulevard, Port St. Lucie Boulevard, and portions of U.S. Highway 1 may become impassable, hindering emergency response and delaying recovery operations. In Fort Pierce, levee failure can exacerbate existing stormwater limitations, causing rapid flooding in older or low-lying neighborhoods and disrupting port activities and local businesses.

The secondary effects of a levee failure may include erosion of canal banks, damage to bridges and culverts, utility outages, and contamination from stormwater mixing with wastewater or hazardous materials. Environmental impacts can include sediment deposition, vegetation loss, and harm to sensitive ecosystems connected to the Indian River Lagoon. For rural or agricultural areas, levee failure can disrupt irrigation systems, wash out cropland, and damage farm roads, leading to economic losses and reduced yields.

Social and public health impacts may be significant, especially in communities with limited mobility or access to emergency assistance. Displacement, loss of personal property, mental-health strain, and extended recovery times are common outcomes of major levee failures. Levee-related hazards may increase in severity where elevated water levels and development patterns place additional stress on existing infrastructure.

Long-term mitigation, such as levee reinforcement, enhanced inspections, improved canal capacity, and public outreach on residual risk, is essential to maintain protection for residents, infrastructure, and essential services throughout St. Lucie County.

Historic Events

There have been no historical failures of water structures or levees in St. Lucie County.

FEMA DISASTER DECLARATIONS

There have been no FEMA disaster declarations as a result of a dam or levee failure in St. Lucie County.

Probability of Future Conditions

Given ongoing urban development and aging infrastructure, the likelihood of water structure-related incidents may increase over time without continued maintenance and system upgrades. More intense and frequent rainfall events associated with tropical systems can exceed design capacities of older stormwater facilities, placing additional stress on small to mid-sized impoundments located near residential areas and transportation corridors.

Urban expansion in Port St. Lucie and Fort Pierce increases the number of structures located near stormwater ponds and canal spillways, raising exposure and potential consequences should a failure occur. As neighborhoods continue to develop adjacent to retention systems and canal structures, even minor structural issues can lead to localized but severe inundation. Agricultural impoundments in western St. Lucie County also face elevated risks during periods of extreme rainfall, especially where aging dikes or berms protect crop fields and rural infrastructure.

Operational stressors such as elevated water levels and prolonged rainfall events may influence the risk related to water structures. Higher groundwater tables, more frequent intense rainfall events, and increased pressure on stormwater networks can accelerate erosion, reduce storage capacity, and increase the likelihood of overtopping. Coordination with the South Florida Water Management District and state dam-safety officials will remain critical to ensure ongoing inspection, maintenance, and monitoring of high-risk or high-exposure structures.

As the county grows and hydrologic patterns shift, proactive investment in stormwater retrofits, enhanced dam safety programs, and community education will be essential to maintain resilience. Although catastrophic water structure failure remains a low-frequency hazard, the potential consequences of even localized failures make continued vigilance and modernization of aging systems a priority for future mitigation efforts.

St. Lucie County's vulnerability to levee-related hazards may increase as development intensifies near major canal systems. The county's levees and canal embankments, particularly those associated with the C-23, C-24, and C-25 canals, play a crucial role in controlling water levels and preventing flooding across both urban and agricultural areas. As rainfall patterns become more intense and sea levels continue to rise, these embankments will face increasing hydrostatic pressure, elevation challenges, and long-term erosion risks.

Urban growth in Port St. Lucie and Fort Pierce has placed more people, homes, and critical infrastructure adjacent to canal levees. As neighborhoods expand toward the canal network, the potential severity of a breach or overtopping event increases. New development also adds impervious surfaces, which elevate runoff and ultimately increase water volume in canals during rain events, contributing to sustained high-water conditions that stress levee systems. In addition, older embankments built to earlier design standards may face accelerated wear, particularly in areas where maintenance access is limited or vegetation growth disrupts structural stability.

Coastal processes and rising groundwater levels further complicate future levee performance. Higher base water levels reduce storage capacity in the regional canal network, making overtopping more likely during tropical storms or prolonged rainfall. Erosion from storm surge events can also degrade levees located near coastal drainage paths, while tidal backflow may increase seepage and internal erosion in canal embankments closer to the Indian River Lagoon.

Given these evolving conditions, partnerships with the South Florida Water Management District, U.S. Army Corps of Engineers, and Florida Division of Emergency Management will be vital in refining levee monitoring programs, updating maintenance cycles, and strengthening early-warning capabilities. Long-term mitigation, such as embankment reinforcement, vegetation management, drainage upgrades, and public outreach on residual risk, will be essential to reduce future vulnerability.

Overall, the likelihood of levee-related incidents in St. Lucie County is expected to rise due to increased water loads, higher exposure from adjacent development, and hydrologic changes. Continued investment in levee system resilience will be critical to protect the county's residents, infrastructure, and economic vitality.

Data Limitations, Coordination, and Mitigation Context for Water Structures

Assessing the risk related to water structures in St. Lucie County is constrained by several important data and programmatic limitations. The Florida Department of Environmental Protection (FDEP) Dam Safety Program notes that engineering studies, dam-break/inundation studies, and portions of Emergency Action Plans (EAPs) are considered confidential under FDEP's interpretation of Chapter 119.071, Florida Statutes. As a result, detailed inundation mapping and structure-specific consequence analyses are not publicly available. This confidentiality limits the county's ability to quantify, with precision, the location and size of downstream populations at risk from individual water structures or embankments.

The FDEP Dam Safety Program also indicates that it does not currently maintain a formal, comprehensive database of water structure failures, near failures, or structure-related emergencies, and reporting of such events to FDEP is not mandatory. As a result, there is no centralized historic record that would capture prior incidents in St. Lucie County, even if they occurred at small stormwater or agricultural impoundments.

From a statewide perspective, FDEP emphasizes that water structures located in series or along the same river or canal system are generally more vulnerable to cascading or secondary hazards. For example, the failure of an upstream structure increases hydraulic loading on downstream water structures or embankments. Potential secondary impacts include loss of water supply, damage to water-treatment systems, downstream flooding, siltation of wetlands, and broader water-quality degradation. These general principles are applicable to St. Lucie County's canal-connected system, where multiple water-control structures and embankments influence shared downstream corridors.

Funding and programmatic challenges also affect the long-term safety and resilience of dam and levee systems. According to FDEP, the biggest hurdles in supporting inspections, maintenance, and retrofits for state and locally owned water structures include:

- Competition from other capital projects and priorities
- Limited or fragmented long-term planning
- Underestimates of short- and long-term maintenance and rehabilitation needs
- Limited assessment data to fully characterize conditions and risk
- Limited and often temporary federal funding streams
- A lack of dedicated state loan and grant programs specifically targeted to dam systems

With funding from the High Hazard Potential Dams (HHPD) Grant Program, FDEP notes that the Florida Legislature would first have to designate a state agency to apply for, receive, and manage HHPD grants. The Florida Division of Emergency Management (FDEM) is identified as a strong candidate to serve as the grant recipient and administrator, while FDEP Dam Safety could support the technical aspects of the program, including development or adaptation of a prioritization methodology for eligible water structures. At present, these structures and processes are not fully in place, but they represent an important opportunity for future mitigation of high-hazard potential structures that could impact communities in St. Lucie County.

Coordination between FDEP Dam Safety and St. Lucie County is ongoing but can be strengthened. FDEP can work directly with county staff on specific water structure-related issues, questions, and concerns. Prior to significant storm events, FDEP sends alert emails, via the Tallahassee Emergency Operation Center, to contacts it has on file, and the program encourages counties to ensure that appropriate local emergency management, public works, and utilities contacts are included on this distribution list. FDEP also maintains a dam safety emergency/incident cell phone number (850-274-3636) that provides regulatory assistance and a communication network for incident support. At the same time, the Florida Dam Safety Program is decentralized. It comprises FDEP and the five water management districts, with permitting, compliance, and enforcement for water control systems in St. Lucie County primarily directed by SFWMD.

For integration with broader resilience efforts, FDEP is not currently aware of specific, active initiatives that formally integrate dam risk-reduction strategies into comprehensive floodplain management and watershed resilience programs for St. Lucie County. This could include integrating dam and canal-

embankment considerations into watershed-scale planning, green infrastructure strategies, and multi-objective flood mitigation projects.

Several mitigation funding opportunities are potentially available. FDEP notes that its Resilient Florida Program may provide grant funding to improve infrastructure resilience, including dam and related water-control systems that are at risk of failure due to flooding. Additional projects may be eligible for federal programs, such as the HHPD Grant Program, once a state-level administrative structure is in place.

Vulnerability Assessment

St. Lucie County's vulnerability to water structure-related hazards is shaped by its extensive stormwater management systems, canal-dependent hydrology, and the proximity of residential and commercial development to water-control structures. Populations living near stormwater ponds, canal-adjacent subdivisions, and areas with aging water-control infrastructure face heightened risk should a breach, overtopping event, or malfunction occur.

Neighborhoods with limited redundancy in drainage networks, particularly in Port St. Lucie and Fort Pierce, are more vulnerable because a sudden release of water can overwhelm nearby roads and stormwater systems. Socioeconomic factors, including lower household income, reliance on mobile-home housing, and limited access to insurance, can increase long-term vulnerability. Residents without personal vehicles or reliable communication access may face challenges during rapid-onset dam incidents, especially when evacuation time is limited.

Rural agricultural areas west of I-95 are also vulnerable due to irrigation reservoir embankments and agricultural dikes that may fail under extreme rainfall conditions. These failures can disrupt farm operations, damage crops, and reduce economic stability. Countywide vulnerability is compounded by aging stormwater infrastructure, limited system capacity during heavy rainfall events, and increasing development pressures near canal systems, all of which elevate future exposure and reduce the margin of safety for many local structures.

IMPACTS ON ASSETS

Table 87: Consequence Analysis for Water Structures

Sector	Consequence
Public	A dam or water-control structure failure can rapidly flood adjacent neighborhoods, leading to displacement, injury, or, in severe cases, life safety risks. Sudden inundation may cut off access to essential services, trap residents in flooded areas, and damage private wells and septic systems.
First Responders	High-velocity flooding can delay emergency response, block access routes, and require water rescues. Personnel may be diverted from other storm-related tasks, straining resources during peak hazard periods.

Sector	Consequence
Continuity of Operations	Damage to drainage infrastructure, flood-control structures, and transportation corridors may disrupt government operations and delay emergency and public works functions. Access to essential facilities such as hospitals or shelters may be reduced.
Property, Facility, and Infrastructure	Homes, businesses, and public buildings near canals and retention ponds are at significant risk of structural damage. Lift stations, culverts, roads, and utilities may fail or require costly repairs after inundation or erosion. High-velocity flows can undermine foundations and embankments.
Environment	A breach may mobilize sediment, agricultural runoff, and contaminants stored in stormwater basins. Environmental consequences may include habitat degradation, water-quality decline, and harm to aquatic ecosystems connected to the Indian River Lagoon.
Economic Conditions	Temporary business closures, agricultural losses, and damage to commercial corridors can result in substantial revenue loss. Repairing damaged water-control infrastructure and roadways increases long-term public expenditures.
Public Confidence	Unexpected structural failures can erode trust in local infrastructure and safety programs. Visible maintenance gaps or slow recovery may heighten public concern, emphasizing the need for clear communication and proactive mitigation.

St. Lucie County's vulnerability to levee-related hazards is closely tied to its extensive canal network, flat topography, and growing development near water-management infrastructure. Canal embankments along the C-23, C-24, and C-25 systems function as levees, preventing elevated water levels from inundating adjacent neighborhoods. As residential and commercial growth continues along these corridors, larger populations and critical assets are placed at risk should an embankment breach, slump, or overtop.

Communities in Port St. Lucie and Fort Pierce with neighborhoods built close to canal embankments face the highest exposure, as levee failures can cause rapid, deep flooding with limited warning. Areas with older or minimally maintained embankments are particularly vulnerable, especially during intense rainfall or prolonged high-water conditions. Socioeconomic vulnerabilities such as limited financial resources, absence of flood insurance, and dependence on vehicles for evacuation further increase risk for certain populations.

Rural and agricultural areas are also at risk from levee failure, as breaches can flush large volumes of water across fields, disrupt irrigation systems, and isolate farmsteads. Smaller jurisdictions such as St. Lucie Village rely heavily on county and state support, potentially facing longer recovery times following a levee-related event. Populations located near canals or downstream of water control structures may face increased risk during high water events and prolonged rainfall, particularly where mobility or resources are limited.

Table 88: Consequence Analysis for Levees

Sector	Consequence
Public	A levee or canal embankment breach can result in rapid inundation of nearby subdivisions, requiring evacuations and posing direct life-safety risks. Flooding may isolate neighborhoods and eliminate access to medical, commercial, and social services.
First Responders	Flooded or eroded canal banks can block emergency access routes, delay response times, and increase the need for high-risk rescue operations. Communication infrastructure may be impacted by sudden flooding or utility damage.
Continuity of Operations	Levee failures can disrupt essential government services, damage public infrastructure, and hinder access to critical facilities. Emergency management operations may be strained by simultaneous impacts across multiple canal corridors.
Property, Facility, and Infrastructure	Homes and businesses adjacent to canal systems are highly susceptible to damage from high-velocity water. Roads, culverts, sewer systems, and electrical infrastructure may fail due to erosion, inundation, or structural undermining. Repairs are often extensive and costly.
Environment	Levee breaches can mobilize debris, pollutants, and sediments throughout the canal network and into the Indian River Lagoon. Sensitive habitats and wetlands may be damaged by scouring, sedimentation, and contaminated runoff.
Economic Conditions	Local economies may experience disruptions to commerce, agriculture, and transportation. Extended closures of major roadways or commercial corridors can reduce revenue and increase recovery expenditures. Long-term impacts may include higher insurance costs and infrastructure maintenance needs.
Public Confidence	Repeated or unexpected levee issues, such as bank sloughing, seepage, or overtopping, can reduce trust in water-management systems and local leadership. Proactive communication, routine maintenance, and visible improvements are critical to maintaining public confidence.

IMPACT ON COMMUNITY LIFELINES

FEMA's community lifelines are shown in Figure 67. Water structure failure poses a threat to these lifelines in the ways listed below.

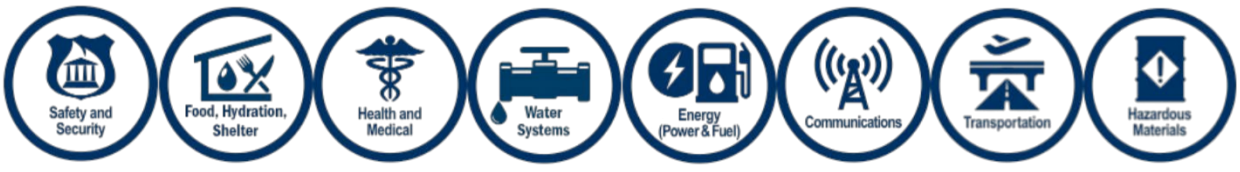

Figure 67: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Sudden, high-velocity flooding from a dam or water-control structure failure can create immediate life-safety risks, requiring evacuations, water rescues, and law enforcement support. Structural failures may cause debris hazards, restricted access, and increased demand for emergency protective actions.
  - A levee or embankment breach can cause fast-moving, deep flooding that threatens life safety, triggers widespread evacuations, and increases demand for fire/rescue, law enforcement, and search-and-rescue teams. Canal-bank instability may create physical hazards for responders and residents.
- **Food, Hydration, and Shelter:** Flooding may damage homes near canals and retention ponds, displacing residents and increasing demand for temporary shelter, food assistance, and hydration supplies. Loss of refrigeration or contamination of stored food can affect both households and commercial facilities.
  - Flooding from a levee breach can inundate homes and apartment complexes near canal systems, increasing shelter needs and threatening food supplies. Damage to grocery stores, distribution networks, or household food storage can create short-term shortages.
- **Health and Medical:** Rapid-onset flooding can limit access to medical facilities, damage local clinics, and create conditions conducive to mold growth, contaminated water, and increased injury risk. Emergency medical response may be delayed due to blocked roadways or inundated neighborhoods.
  - Flooding may isolate medical facilities or impede ambulance access. Standing water near densely populated areas can increase mold exposure, vector concerns, wastewater intrusion, and risk of injury. Damage to clinics or pharmacies near canals can reduce healthcare availability.
- **Water Systems:** A water structure failure can damage potable water and wastewater systems, including lift stations, wellfields, and septic systems. Floodwaters can infiltrate water lines, overwhelm stormwater networks, and mobilize pollutants stored in retention basins.
  - Levee failures can intrude into drinking-water infrastructure, overwhelm stormwater systems, and disrupt wastewater collection. Infiltration of contaminated floodwaters can impair water quality and damage lift stations, force main pipes, or wellfields.
- **Energy (Power and Fuel):** Electrical substations, utility poles, and underground infrastructure near canal corridors may be damaged or submerged. Power outages can occur if flooding affects transformers or access routes for utility repair crews. Fuel supply operations may be disrupted due to flooded roadways.
  - Canal-adjacent electrical infrastructure, including substations and transmission lines, may be compromised by erosion or inundation. Widespread outages may occur if embankment-related flooding impacts underground utilities or restricts access for repair crews.
- **Communications:** Inundation of utility corridors may cause damage to communication lines and cellular infrastructure. Water-control structure failures may also disrupt monitoring systems, alarms, and telemetry used for canal and stormwater management.

  - Flooding may damage communications equipment, including cellular towers or fiber-optic lines located along canal corridors. Interruption of telemetry used by the South Florida Water Management District can hinder coordination and situational awareness.

- **Transportation:** Roads, bridges, and culverts adjacent to canals may fail or become impassable due to erosion or sudden flooding. Key routes such as U.S. 1, Port St. Lucie Boulevard, and local neighborhood connectors may experience closures, restricting mobility and delaying emergency services.
  - Roadways running parallel to canal embankments, including major commuter routes, may be undermined or submerged during a breach event. Flooding can isolate neighborhoods and disrupt emergency evacuation or supply deliveries. Damaged bridges and culverts may prolong recovery.
- **Hazardous Materials:** Floodwaters may mobilize agricultural runoff, household chemicals, or fuel stored near water-control structures. Industrial sites or maintenance facilities located near canals may release contaminants if inundated.
  - Breaches can mobilize contaminated sediments, agricultural chemicals, fuel, or wastewater stored near canal systems. Industrial zones near Fort Pierce or agricultural operations west of I-95 may release hazardous materials if inundated.

IMPACTS DUE TO CHANGES IN DEVELOPMENT

Over the past five years, St. Lucie County has experienced rapid population growth, extensive urban infill, and widespread infrastructure expansion. These trends have significantly increased exposure to water structure-related hazards, particularly in areas where residential, commercial, and public development intersects with the county's stormwater management systems and regional canal network. As development has expanded into low-lying zones and along the C-23, C-24, and C-25 canal corridors, a larger proportion of the population now resides near stormwater retention ponds, agricultural impoundments, water-control structures, and embankments that function similarly to levees. This has elevated the potential consequences of localized failures, overtopping events, and structural degradation throughout the county.

Urban infill in Port St. Lucie and Fort Pierce has increasingly reduced natural drainage and infiltration areas, leading to higher runoff volumes that place additional stress on stormwater ponds, spillways, and canal embankments. Many of these systems now operate closer to capacity during peak rainfall events, increasing vulnerability to overtopping, erosion, and reduced freeboard. Construction activities, such as grading, soil compaction, clearing, and utility installation, can further compromise the stability of retention pond embankments and canal-adjacent slopes, particularly where maintenance access is limited or vegetation growth goes unmanaged.

Development along canal corridors has also altered hydrologic patterns. Expanded roadways, new drainage features, and utility networks may redirect or concentrate stormwater near levee-like embankments, heightening erosion risk and increasing pressure on canal systems during tropical storms or intense rainfall. Impervious surfaces associated with new subdivisions and commercial centers

contribute to elevated canal stages, which may exacerbate seepage, internal erosion, or overtopping potential, especially in areas where embankments were not originally designed to protect dense populations.

Rural and agricultural areas have experienced their own shifts in risk. Increased irrigation demands have led to larger or modified agricultural reservoirs and dikes, raising potential impacts should an impoundment fail during extreme precipitation. Simultaneously, sediment accumulation and intensified pumping activity across the drainage network can reduce conveyance efficiency and increase long-term instability of canal banks and embankments.

IMPACTS ON POPULATIONS OF FOCUS

Certain populations in St. Lucie County face heightened vulnerability to dam and levee hazards due to socioeconomic, geographic, and demographic factors. Residents living near stormwater retention ponds, agricultural impoundments, and the canal embankments of the C-23, C-24, and C-25 systems are at particular risk, as failures or overtopping events can result in rapid, high-velocity flooding with little warning. Many of these neighborhoods include older adults, low-income households, and individuals with disabilities who may experience difficulty evacuating quickly or accessing emergency information and sheltering resources. Limited mobility, reliance on medical equipment, and lack of transportation options further increase risk during sudden-onset dam or levee incidents.

Low-income residents and renters, especially those living in older housing stock, mobile homes, or multifamily complexes near canal corridors, are disproportionately exposed to infrastructure vulnerabilities and drainage limitations. These populations are less likely to carry specialized insurance that covers losses from water-control structure failures, leading to longer, more expensive recovery periods. Renters may also face displacement if floods caused by embankment breaches damage housing units or render them unsafe for occupancy.

Workers in essential sectors such as healthcare, retail, agriculture, transportation, and emergency services may also be disproportionately affected by dam or levee failures. Flooding of key transportation routes adjacent to canal levees can isolate neighborhoods or impede access to workplaces, reducing income stability and straining essential public services. Agricultural workers in western St. Lucie County face additional exposure due to proximity to irrigation reservoirs, farm impoundments, and drainage canals that may fail during extreme weather conditions.

Children and students are vulnerable when school transportation routes traverse canal-adjacent roads or when school facilities experience flooding from embankment failures. School closures can disrupt education and place additional burdens on families facing employment or caregiving challenges.

Individuals experiencing homelessness or housing insecurity face the gravest risks during dam or levee-related flooding. Many reside in areas near drainage canals, wooded corridors, or low-lying open spaces that can flood rapidly during a breach. Without reliable shelter, transportation, or access to emergency alerts, these individuals may be exposed to immediate harm and significant barriers to recovery.

Wildfire

Definition

Wildfire, often referred to as a forest fire or wildland fire, is an uncontrolled, unplanned fire that spreads through vegetation in natural areas, such as forests, grasslands, and scrublands.[201] These fires can be ignited by various factors, including lightning strikes, human activities, and spontaneous combustion due to extreme heat. Wildfires are characterized by their ability to consume large areas of land quickly. They are promoted by dry weather, flammable materials, and wind, which can carry embers to ignite new fires far from the original source.

Three primary conditions affect fire behavior: topography, vegetation, and weather.[202] Topography describes the shape of the land and includes factors such as slope, aspect, and elevation. Each of these variables changes fire behavior and methods of firefighting. Generally, fires spread faster upslope because the heat from the fire rises up the slope, drying fuels and preparing them to ignite. Aspect, or the direction the land faces, influences fuel moisture content. Fuels tend to be drier on south- and west-facing slopes because they receive frequent direct sunlight, while north- and east-facing slopes tend to hold more moisture. Higher elevation areas tend to have lower temperatures, higher relative humidity, and fewer vegetative fuel types, leading to less-intense fire behavior.

Type, size, continuity, and compactness of vegetation have significant impacts on a fire's rate of spread and intensity. Large fuels do not burn as readily as small fuels and take more heat to ignite. Small fuels ignite more easily, and fire spreads more rapidly through them. For example, light grasses burn rapidly, whereas heavy, dense fuels like large trees burn slowly but with greater intensity. Continuity describes how fuels are arranged across the landscape. Fuels that are in patches burn unevenly and more slowly than uniform fuels. Compactness refers to the vertical arrangement of fuel. Compact fuels on the forest floor burn more slowly than tall, dispersed fuels, which have more oxygen available to feed the fire.

Weather (temperature, humidity, precipitation, and wind) affects the ease with which a fuel ignites, the intensity at which it burns, and how easy it might be to control it. High temperatures heat fuels and reduce water content, which increases flammability. Lower relative humidity causes a proportionate decline in fuel moisture, promoting easier ignition and more intense burning. Wind carries the heat from a fire into unburned fuels, drying them out and causing them to ignite more easily. Wind may also blow burning embers into unburned areas ahead of the main fire, starting smaller spot fires.

Figure 68 shows how these variables impact fire behavior.

[201] National Fire Protection Association, "What Exactly Is a Wildfire?" 2024, https://www.nfpa.org/news-blogs-and-articles/blogs/2024/01/31/what-is-a-wildfire.
[202] National Park Service, "Wildland Fire Behavior," 2025, https://www.nps.gov/articles/wildland-fire-behavior.htm.

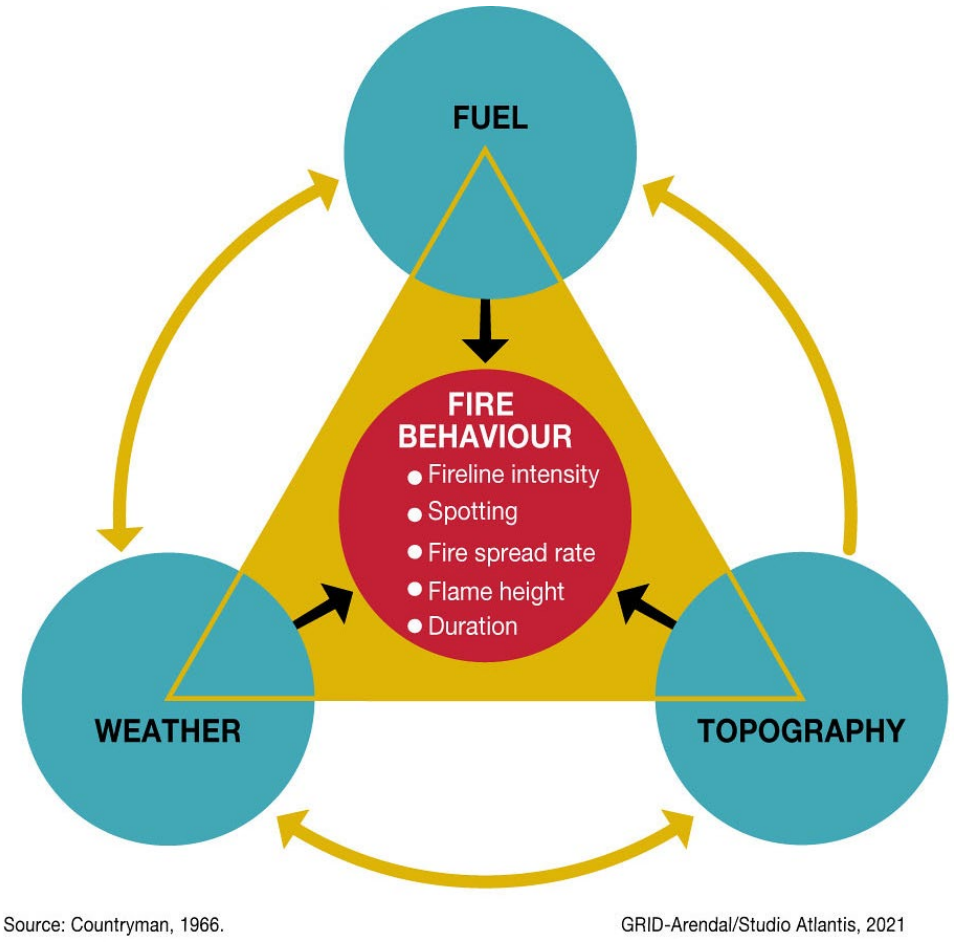

Figure 68: Fire Behavior Triangle[203]

There are three primary types of wildfires: ground fires, surface fires, and crown fires. All three fire types can occur in the same fire, depending on the fire's behavior, but they have distinct characteristics.[204]

- **Ground fires:** Ground fires burn mostly in decayed roots below the surface and in the duff layer. The duff layer is made up of compacted dead plant materials, such as leaves, bark, needles, and twigs. Ground fires are sustained by glowing combustion (without flames) and can go undetected for a long time because they produce little to no smoke and spread slowly.
- **Surface fires:** Surface fires burn loose needles, moss, lichen, herbaceous vegetation, shrubs, small trees, and saplings that are at or near the surface of the ground, mostly by flaming combustion. Surface fires spreading in surface fuels dictate much of a fire's expansion. They can grow in intensity to scorch or even consume the forest canopy.
- **Crown fires:** Crown fires burn forest canopy fuels, which include live and dead foliage/ branches, lichens in trees, and tall shrubs that lie well above the surface fuels. They are usually ignited by a

[203] GRID-Arendal, "Fire Behavior Triangle," 2021, https://www.grida.no/resources/15551.
[204] Northwest Fire Science Consortium, "Types of Fire," 2020, https://www.nwfirescience.org/sites/default/files/publications/Types%20of%20Fire.pdf.

surface fire. Crown fires can be passive or active. Passive crown fires involve the burning of individual trees or small groups of trees (often called torching). Active crown fires, also referred to as running crown fires, present a solid wall of flame from the surface through the canopy fuel layers. Active crown fires spread from one tree crown to the next through the canopy.

The ecological role of wildfires is complex; while they can cause significant destruction to ecosystems and human infrastructure, they also play a crucial role in maintaining the health of many environments. Many plant species have evolved to thrive in post-fire conditions, and some even require heat from a fire to release seeds or to clear away competition. In addition, wildfires can help recycle nutrients into the soil, promoting new growth and biodiversity. However, increasing development in the wildland urban interface and periods of drought and extreme heat can increase wildfire impacts on communities, infrastructure, and fire management operations.

Human encroachment in areas prone to wildfires is called the wildland–urban interface (WUI). The WUI is the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or vegetative fuel. Examples include homes, storage sheds, recreational facilities, transmission lines, and other buildings. The WUI creates an environment for fire to move readily between vegetation fuels (e.g., brush and forests) and structural fuels (e.g., houses, sheds, and buildings), making these areas particularly dangerous for people and property.[205] Figure 69 shows the WUI areas in St. Lucie County.

[205] State of Florida Enhanced Hazard Mitigation Plan, "Wildfire Hazard Profile," 2023, https://flshmp-floridadisaster.hub.arcgis.com/pages/wildfire.

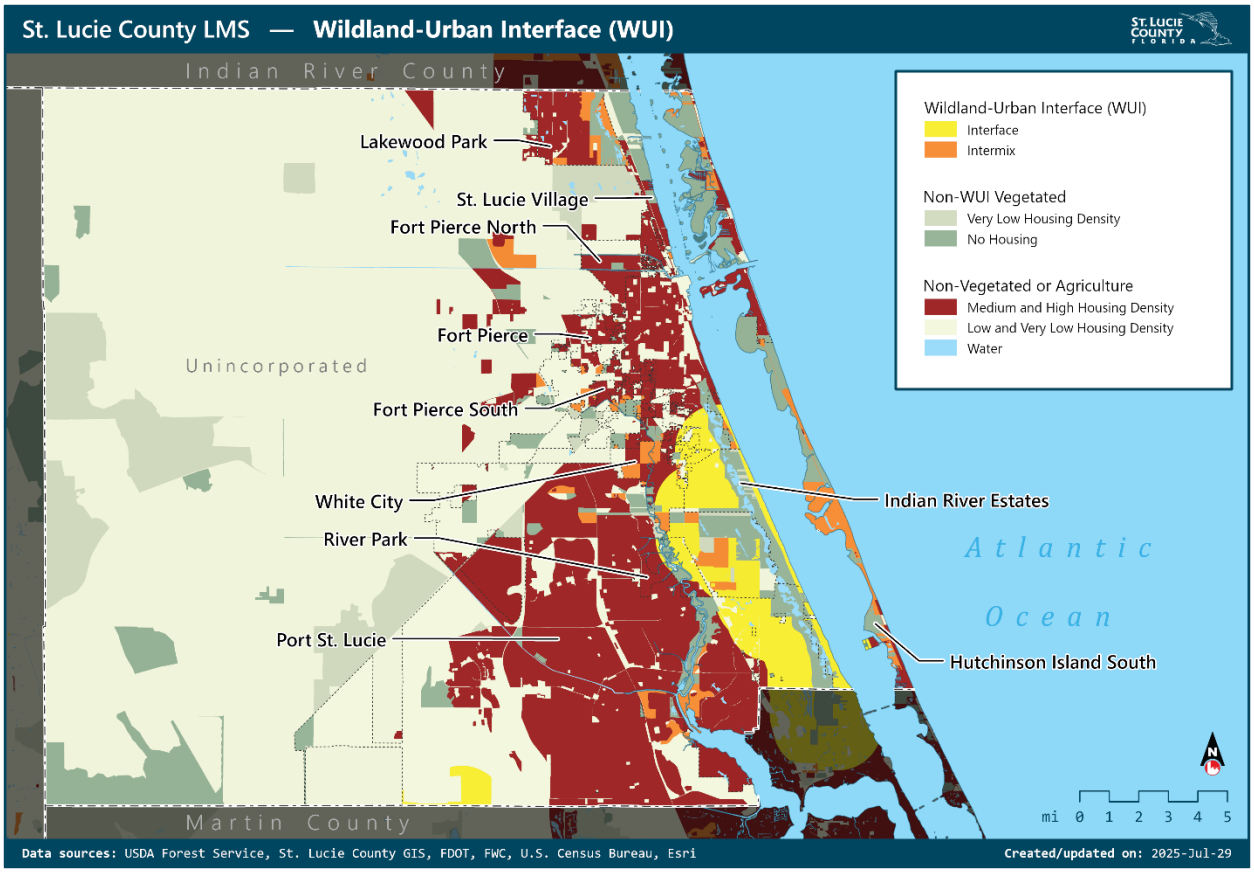

Figure 69: Wildland–Urban Interface Areas of St. Lucie County

Location and Extent

Wildfires can occur anywhere that topography, fuel load (vegetation), and weather align with a means of ignition. Even in relatively small parks, wildfires are a possibility. This includes nearly all areas of St. Lucie County where vegetation and ignition sources are present, with the highest risk concentrated in rural areas and neighborhoods adjacent to natural lands. The intensity, potential for damage, and size of the fire, however, vary across the county. According to the Southern Group of State Foresters (SGSF), wildfire burn probability is widespread in the western rural areas of St. Lucie County (see Figure 70).[206] These areas have lots of fuel available for a fire to burn and have approximately a 0.5%–1% chance of burning in a given year.

Some areas in the eastern region of the state, much closer to homes and infrastructure, have similar burn probabilities and large footprints. Savannas Preserve State Park, a 7,000-acre state park to the east of Port St. Lucie and along the river, has a high burn probability and proximity to homes and facilities. Several areas between Fort Pierce and Lakewood Park also have high burn probability and potential for damage. One large area is an open, natural space between Lakewood Park and US Highway 1 just north of Lake

[206] Southern Group of State Foresters. "Wildfire Risk Assessment Portal." 2025. https://wrap.southernwildfirerisk.com/Map/Public/#map-themes.

Indrio Preserve. Another is just north of Treasure Coast International Airport. If fires ignite in these areas, they will be hard to control and likely to impact surrounding communities.

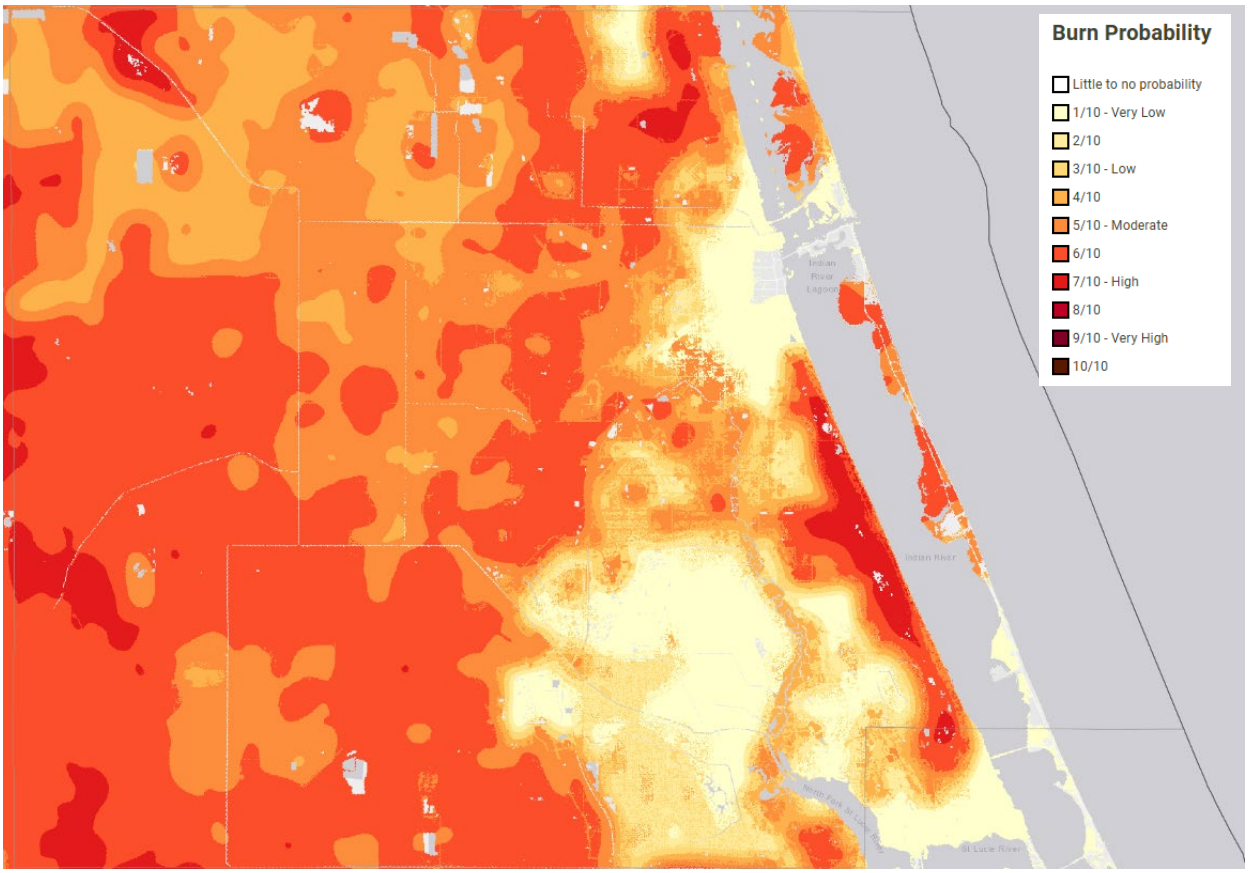

Figure 70: Southern Group of State Foresters Burn Probability for St. Lucie County

Besides these two large areas, there are many smaller areas in the eastern region of the county that pose a danger to people and structures from wildfire. Figure 71 shows the recorded wildfire occurrences in the county between 2020 and 2025. Many of these occurrences fall into high wildfire probability areas, but there are several in and around Port St. Lucie, Fort Pierce, and Lakewood Park that do not. This underscores the fact that wildfires can happen anywhere in the county with sufficient vegetation and the right conditions.

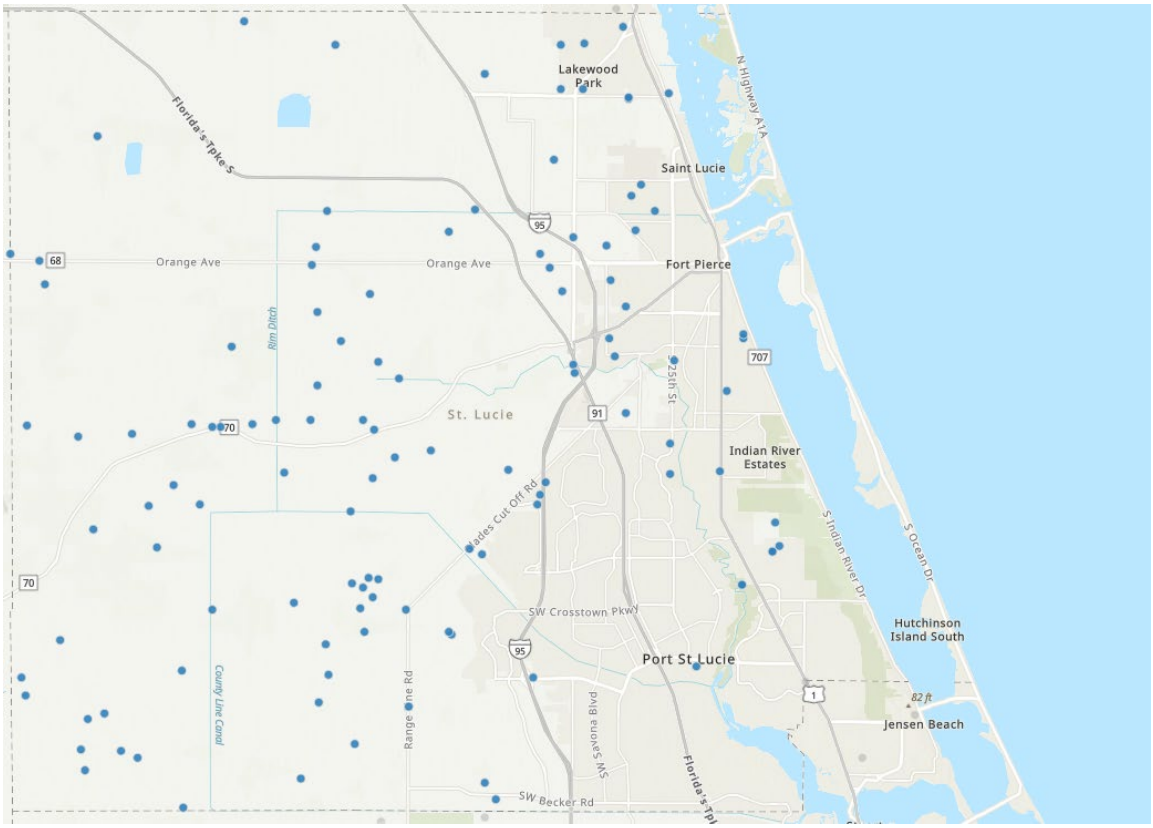

Figure 71: Wildfire Occurrence in St. Lucie County, 2020–2025[207]

EXTENT

The SGSF created the Southern Wildfire Risk Assessment Portal to enable users to assess and identify regions that are most vulnerable to wildfires. By utilizing this tool, individuals and organizations can better understand the level of wildfire risk in specific areas and take the necessary precautions. The portal assigns intensity levels to different locations, categorizing them based on their susceptibility to intense wildfires (see Table 89 and Figure 72). These classifications help in making informed decisions regarding fire prevention, preparedness, and response efforts.

Table 89: Southern Group of State Foresters Wildfire Risk Assessment Extreme Fire Intensity Scale[208]

Level	Definition
1	**Lowest Intensity:** Minimal direct wildfire impacts. Location has a minimal chance of being directly impacted by a wildfire.
2	**Low Intensity:** Small flames usually less than two feet long; small amount of very-short-range spotting possible. Fires are easy to suppress.

[207] National Association of State Foresters. "InFORM Fire Occurrence Data Records." 2025. https://data-nifc.opendata.arcgis.com/datasets/60a94840152b4a89bec467a9f052f135_0/explore.
[208] Southern Group of State Foresters. "Wildfire Risk Assessment Portal." 2025. https://wrap.southernwildfirerisk.com/Map/Public/#map-themes.

Level	Definition
3	**Moderate Intensity:** Flames up to eight feet in length; short-range spotting is possible.
4	**High Intensity:** Large flames up to 30 feet in length; short-range spotting common; medium range spotting possible.
5	**Highest Intensity:** Very large flames up to 150 feet in length; profuse short-range spotting, frequent long-range spotting; strong fire induced winds.

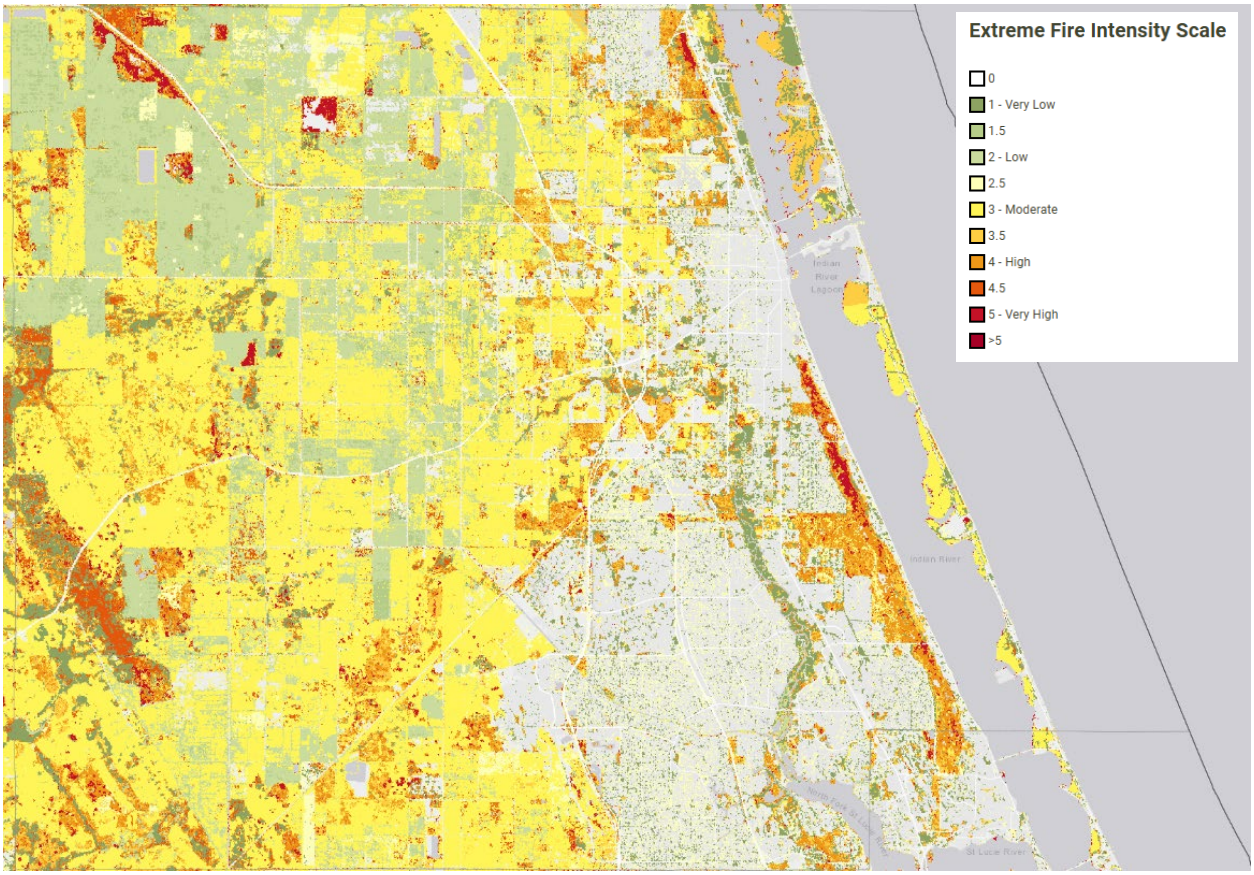

Figure 72: Southern Group of State Foresters Extreme Fire Intensity Scale for St. Lucie County

The burn probability map in Figure 70 and the fire intensity map in Figure 72 highlight natural areas with dense vegetation that can generate powerful fires. These areas can damage homes and property, destroy infrastructure, and worsen air quality through smoke. They can also ignite other fires in surrounding areas by throwing off embers that spot new fires. The types of damage that wildfires can cause depend on the location of the fire in the county. A large fire in western St. Lucie County is more likely to damage or destroy agricultural land and facilities than homes or urban infrastructure. Such a fire along the eastern edge of the county are more likely to spread to urban and suburban neighborhoods, damaging and destroying homes, businesses, and parks. Both types of fires can cause severe damage to life and property.

JURISDICTIONAL IMPACTS

The impacts of wildfires in St. Lucie County and all three jurisdictions can be both direct and secondary, such as air pollution from smoke and disrupted transportation. Table 90 lists such impacts.

Table 90: The Impacts of Wildfire in St. Lucie County

Jurisdiction	Impacts
St. Lucie County	Large swathes of western St. Lucie County are at moderate, high, or very high risk of intense wildfires. These fires can destroy or damage agricultural fields and facilities in the county and impact agricultural laborers. Major transportation arteries also could be damaged or made inaccessible by fires, including Florida's Turnpike in the north and State Road 70 in the south. Unincorporated suburban areas also are at risk of wildfires. Lakewood Park is at particularly high risk due to its high density of housing and proximity to natural spaces. All of St. Lucie County is at risk of exposure to wildfire smoke, which worsens air quality.
City of Port St. Lucie	The primary areas at risk of wildfire in Port St. Lucie are suburban fringe neighborhoods near natural, vegetated spaces. These include the neighborhoods in northeast, east, and southeast Port St. Lucie adjacent to Savannas Preserve State Park; neighborhoods and businesses near First Data Field and Indian River State College in northwest Port St. Lucie; and developments at the southwest edge of Port St. Lucie. These neighborhoods could be directly damaged by intense wildfires. Other parts of Port St. Lucie could experience poor air quality due to wildfire smoke and transportation delays when roads are impacted by wildfires.
City of Fort Pierce	Similar to Port St. Lucie, most of the direct threat of wildfire in Fort Pierce affects fringe suburban neighborhoods near natural spaces. Communities in southeast Fort Pierce near Savannas Preserve State Park are at the greatest risk of fire. Other neighborhoods in Fort Pierce could experience poor air quality and transportation delays.
Town of St. Lucie Village	The northern half of St. Lucie Village near Donald B. Moore Preserve is at the highest risk of wildfire, though these risks are significantly lower than the rest of the jurisdictions in St. Lucie County. St. Lucie Village can still be impacted by smoke from fires in other parts of the county and transportation delays when roads are impacted by wildfires.

NATIONAL RISK INDEX

St. Lucie County has an NRI wildfire risk score of 89.8, indicating relatively moderate risk. This score is an aggregate of the expected annual loss from wildfires, social vulnerability, and community resilience. The NRI calculates expected annual loss from wildfires is $1.4 million (this amount is calculated based on the chance of occurrence and value of property in the county), social vulnerability is relatively high, and community resilience is relatively moderate. Figure 73 shows the NRI results for St. Lucie County.

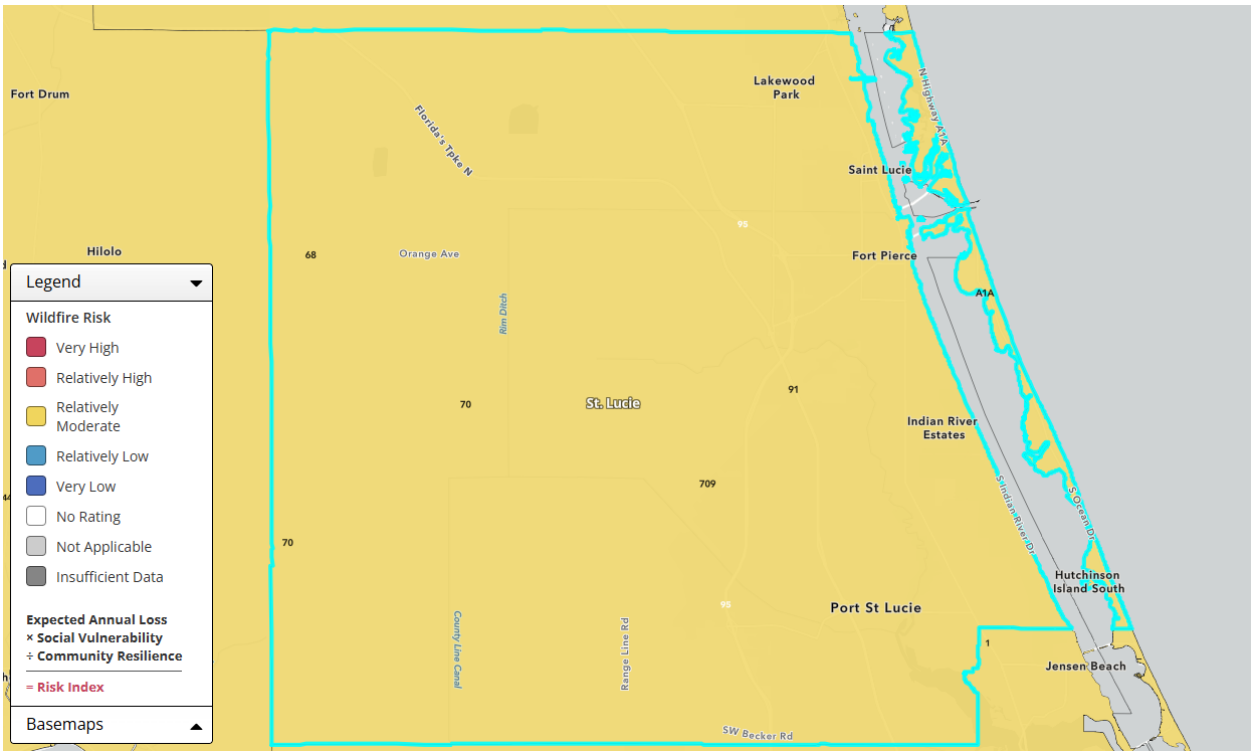

Figure 73: National Risk Index Score for Wildfire for St. Lucie County[209]

Magnitude and Severity

The magnitude of a wildfire is measured by the amount of acreage it burns, its intensity, and its burn severity. Fire size is broken down into seven categories, from Class A to Class G. Class A represents fires that are one-quarter acre or less, and Class G is any fire over 5,000 acres (see Table 91).

Table 91: Classes of Fire Size[210]

Class	Number of Acres Burned
A	One-quarter acre or less
B	Greater than ¼ acre and less than 10 acres
C	Greater than 10 acres and less than 100 acres
D	Greater than 100 acres and less than 300 acres
E	Greater than 300 acres and less than 1,000 acres
F	Greater than 1,000 acres and less than 5,000 acres
G	5,000 acres or greater

[209] Federal Emergency Management Agency, "National Risk Index," 2025, https://hazards.fema.gov/nri/map.
[210] National Wildfire Coordinating Group, "Size Class of Fire," 2025, https://www.nwcg.gov/node/1694359.

Fire intensity is essentially the amount of heat a fire produces, which can be difficult to calculate. It is approximated by the fire intensity scale in Table 89. Burn severity measures the effect of fire on the environment, which is related to but distinct from fire intensity. Burn severity includes the ecological impacts of fire on fuels, vegetation, wildlife, and soils in recently burned areas. It is broken down into three broad levels: low, moderate, and high severity, as noted in Table 92.

Table 92: Classification of Burn Severity[211]

Classification	Description
Low Burn Severity	Primarily occurs on rangeland causing minor erosion. Natural recovery is likely for the ecosystem. Indicators: • Duff and debris are partly burned. • Soil is a normal color. • Standing trees might have some brown needles.
Moderate Burn Severity	Primarily occurs on steep, lightly timbered slopes with grass. Increased erosion from fire damage is likely. Indicators: • Burned needles are still evident. • Ash is generally dark colored. • Soil is brown to reddish-brown, and up to 2 inches of soil is darkened from burning (below ash). • Roots are alive below 1 inch. • Shrub stumps and small fuels are charred but present. • Standing trees are blackened but not charcoal.
High Burn Severity	Primarily occurs in unprotected drainages on steep, timbered, north or east slopes with dense forest canopy. High levels of erosion are likely, and the possibility of natural recovery is limited. Indicators: • Ash is uniformly gray or white (in severe cases, ash is thin and white or light). • No shrub stumps or small fuels remain. • Between 2 and 4 inches of soil is darkened (soil color often reddish orange). • Roots 2 to 4 inches deep are burned. • The soil physically affected (crusting, crystallization, agglomeration). • Standing trees have charcoal up to 1 inch deep.

The severity of a fire can also be measured by the impact it has on human lives and property. Fires that burn through natural areas may cause ecological harm but have relatively few impacts on people. Fires

[211] University of Wyoming, "Wildfire Burn Severity Classification," 2013, https://www.uwyo.edu/barnbackyard/_files/documents/resources/wildfire2013/severityclassification2013wywildfire.pdf.

that burn in populated areas like the WUI can damage or destroy infrastructure, facilities, and homes and injure or kill people. The more buildings and people harmed, the more severe the fire is deemed.

Historic Events

St. Lucie typically experiences one or two fires over 50 acres per year and dozens of smaller fires. According to data collected by the National Association of State Foresters, from 2020 through 2025 there have been 117 wildfires in St. Lucie County that destroyed nearly 3,000 acres. [212] Most of these fires, even larger ones, do not put people or property at direct risk and are quickly put out by firefighters. Occasionally, though, fires do threaten, damage, or destroy property and human life. The following are cases in which wildfire damaged property in St. Lucie County.

- **April 15, 1999:** The worst fire in St. Lucie County started as a small brush fire in western Port St. Lucie. It burned nearly 2,400 acres, destroying nearly 50 homes and damaging 30 others with an estimated $10 million in losses. This fire was part of the larger Okeechobee Fire Complex, which damaged several counties across the Treasure Coast. It was declared a disaster and awarded federal Fire Suppression Assistance.[213]
- **In 2013:** Two wildfires impacted St. Lucie County. In March, the Heather wildfire burned 390 acres near Indrio Road and US-1 in northern St. Lucie County. The fire started from a lightning strike and threatened 244 homes. Another large fire occurred near Bella Road in Port St. Lucie, which jumped the Florida Turnpike and threatened several communities. The fire required an airdrop from the Florida Forest Service to be contained.
- **March 2018:** Two wildfires in Port St. Lucie required significant effort to contain. The Luck Wildfire burned 70 acres near Bella Road and Luck Lane and forced the evacuation of 40 homes. Later that month, a wildfire near Becker Road burned 204 acres over two days.
- **May 9, 2021:** An 89-acre wildfire destroyed two homes and two vehicles in Port St. Lucie near the intersection of Dyer Road and Silver Oak Drive. The fire caused over $800,000 in damage.[214]
- **August 4, 2025:** A five-acre wildfire destroyed a boat and a car. It threatened two structures which were protected by the responding Florida Forest Service firefighters.[215]

[212] National Association of State Foresters, "InFORM Fire Occurrence Data Records," 2025, https://data-nifc.opendata.arcgis.com/datasets/60a94840152b4a89bec467a9f052f135_0/explore.
[213] National Centers of Environmental Information, "Storm Events Database," 2025, https://www.ncei.noaa.gov/stormevents/listevents.jsp?eventType=%28Z%29+Wildfire&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1998&endDate_mm=05&endDate_dd=31&endDate_yyyy=2025&county=ST.%2BLUCIE%3A111&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLORIDA.
[214] Ibid.
[215] Treasure Coast News, "Wildfire in St. Lucie County contained; boat, car lost," 2025, https://www.tcpalm.com/story/news/local/st-lucie-county/2025/08/05/car-boat-lost-to-wildfire-in-st-lucie-county/85526194007/?gnt-cfr=1&gca-cat=p&gca-uir=true&gca-epti=z113525p002350c002350d00----v113525b0048xxd004865&gca-ft=172&gca-ds=sophi.

FEMA DISASTER DECLARATIONS[216]

Table 93 lists the one disaster declaration for wildfire in 1999.

Table 93: Disaster Declarations for Wildfire in St. Lucie County

Year	Disaster Declaration	Type	Incident	Event
1999	FSA-2251-FL	Fire Suppression Assistance	Wildfire	Okeechobee Fire Complex

Probability of Future Conditions

The probability of future wildfires in St. Lucie County is shaped by the confluence of climatic conditions, ecological characteristics, and human activities Florida's subtropical weather pattern includes a pronounced dry season from November through April, when lower humidity, limited rainfall, and periodic windy conditions can increase wildfire risk. The county's areas of pine forests, scrublands, and other vegetation types are highly flammable, particularly during drought periods. Seasonal variations, including prolonged dry spells and heavy rainfall followed by dry conditions, can further elevate the risk of wildfire.

The rising frequency and intensity of extreme heat and drought conditions, coupled with the heightened flammability of existing fuels, could influence wildfire dynamics. During periods of drought or extreme heat, the reduction of moisture in living plants, soils, and decaying organic matter is linked to a higher likelihood of wildfires. In addition, changes in vegetation types over time can alter the composition and flammability of fuels. As these shifts take place, the frequency and severity of wildfires may rise with the emergence of more flammable vegetation or decline with the presence of more fire-resistant species. Florida experiences seasonal weather patterns that include both dry and wet phases each year.

Human activity plays a significant role in determining wildfire probabilities in St. Lucie County. The county has seen significant growth over the past 10 years, which has led to new development in previously natural areas. Urban expansion into natural landscapes raises the chances of accidental ignitions from various sources, including campfires, machinery, and discarded cigarettes. It also adds people and structures to the WUI, which could then be impacted by wildfire.[217]

[216] Federal Emergency Management Agency, "Florida Okeechobee Fire Complex," 1999, https://www.fema.gov/disaster/declarations?field_dv2_declaration_date_value%5Bmin%5D=1999&field_dv2_declaration_date_value%5Bmax%5D=1999&field_dv2_declaration_type_value=FSA&field_dv2_incident_type_target_id_selective=All&field_dv2_state_territory_tribal_value%5B%5D=FL.

[217] Federal Emergency Management Agency, "Florida Okeechobee Fire Complex," 1999, https://www.fema.gov/disaster/declarations?field_dv2_declaration_date_value%5Bmin%5D=1999&field_dv2_declaration_date_value%5Bmax%5D=1999&field_dv2_declaration_type_value=FSA&field_dv2_incident_type_target_id_selective=All&field_dv2_state_territory_tribal_value%5B%5D=FL.

Vulnerability Assessment

St. Lucie County features a significant interface between residential areas and wildland vegetation, particularly in the WUI. Homes and buildings in these regions are at heightened risk of wildfires due to their proximity to flammable vegetation and potential sources of ignition. These areas include suburban neighborhoods in Port St. Lucie and Fort Pierce and unincorporated areas of the county, such as Lakewood Park. The architecture and materials of residences often influence their vulnerability as well. Older structures built to outdated standards or situated on lots with dense landscaping face an increased threat. In addition, the population density in these areas means that, in the event of a wildfire, evacuation routes could become congested, complicating emergency response efforts and endangering residents.

Beyond the immediate threat to life and property, wildfires in St. Lucie County can have significant secondary effects. Smoke from wildfires can degrade air quality, leading to respiratory issues and other health problems for both residents and tourists. The economic impact can be profound; wildfires can disrupt local businesses, tourism, and agriculture, creating a ripple effect through the community. The costs associated with firefighting efforts, property damage, and lost economic productivity can strain the budgets of local governments, especially if fire activity increases beyond the current levels.

Certain populations in St. Lucie County are particularly vulnerable to the impacts of wildfires. The elderly, low-income families, and those with disabilities might have limited access to the resources necessary for evacuation and recovery. These groups often lack the mobility or financial means to prepare adequately for a wildfire or to relocate in an emergency, placing them at greater risk during such events. In addition, individuals with preexisting health conditions may be more susceptible to the adverse health effects of smoke inhalation.

IMPACTS ON ASSETS

Table 94 outlines the effects of wildfire, detailing its impact on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence. These impacts can occur across all participating jurisdictions in St. Lucie County.

Table 94: Consequence Analysis

Sector	Consequence
Public	• Homes: Homes in wildfire prone areas could be damaged or destroyed from direct exposure to flames, smoke, and intense heat. This may leave residents without shelter or with large bills to cover repairs. • Health: Wildfires can have a significant impact on the health of residents and tourists in St. Lucie County. Flames and heat can cause direct fatalities or injuries to those near the fire. Smoke and ash inhalation can pose health concerns across the county, especially to those with preexisting health conditions and the elderly.
First Responders	• Increased Workload: The demands of firefighting can overwhelm local resources, leading to potential delays in response times. This may call for

Sector	Consequence
	mutual aid from neighboring jurisdictions and the state to fill in needs that cannot be met locally. • Dangerous Conditions: Wildfires, especially during high winds, can be unpredictable and put the health and safety of responders at risk. The physical toll on first responders can be substantial, as they deal with dangerous conditions and the pressure to protect lives and property.
Property, Facility, and Infrastructure	• Transportation: Wildfires can have both temporary and long-lasting impacts on roads in St. Lucie County. Wildfires can make roads temporarily impassible due to dangerous conditions, and they can reduce visibility and damage roads from extreme heat and debris. Major thoroughfares, such as I-95 and Florida's Turnpike, are primarily at risk of temporary blockages, while local roads that pass near high-risk areas are more likely to be of damaged. • Utilities: The direct impact on drinking water, wastewater, and electric utilities from wildfire is relatively low in St. Lucie County and other participating jurisdictions. Wastewater treatment plants and drinking water infrastructure are not in high-risk fire areas, but increased erosion and ash runoff could create complications for water treatment. Electric utilities are at higher risk, especially where electrical lines run through natural areas. These lines are vulnerable to high heat from wildfires and damage from falling trees. These impacts may leave parts of St. Lucie County without power during an extreme fire. • Public Facilities: Any facility near high-risk fire areas is at risk of damage during a wildfire. Schools like Lakewood Park Elementary School, Weatherbee Elementary School, Savanna Ridge Elementary School, and Port St. Lucie High School are adjacent to areas likely to burn regularly. They could face wildfire damage in extreme circumstances or closure due to wildfire proximity. Although most other public facilities are in low-risk areas for fire, St. Lucie County Fire District Stations 7 and 11 and the Lakewood Park branch of the County Library are at heightened risk of damage or temporary closure from wildfire.
Environment	• Public Parks: Many public parks and other natural spaces that residents use for recreation are at particularly high-risk of impact from wildfire. The vegetation in these areas can become fuel for a wildfire, increasing the probability and intensity of the fire. A severe burn in these areas can reduce the recreational and environmental benefits they provide. • Water conditions: A severe wildfire can eviscerate vegetation and destabilize soils. This combination leads to increased erosion and runoff into nearby bodies of water. The ash and other contaminants that end up in water sources can impact aquatic species and reduce the quality of drinking water for humans.
Economic Conditions	• Tourism: In the short-term, wildfire can reduce tourism due to evacuations, travel delays, or the unpleasant environmental conditions it creates. For example, if smoke from a nearby wildfire creates poor air quality, it is less likely that tourists will come for a day at the beach. Depending on the size of the fire,

Sector	Consequence
	these conditions could last a few hours or a few days, impacting local businesses with the loss of revenue. • Local businesses: Local businesses in or near high-risk wildfire areas could be directly damaged from a fire. Country clubs and farms are at particular risk because they tend to be surrounded by vegetation and are highly exposed to environmental conditions.
Public Confidence	Recurrent wildfires can erode public trust if communication and emergency response is delayed or inconsistent. Transparent, timely updates and visible mitigation progress are essential to maintaining public confidence.

IMPACT ON COMMUNITY LIFELINES

Wildfires represent a significant threat to communities in St. Lucie County, particularly in areas where urban development intersects with wildland environments. Figure 74 shows FEMA's community lifelines. Natural disasters can rapidly escalate, endangering lives, property, and essential services. The impact of wildfires extends beyond the immediate danger of flames. They disrupt vital community lifelines that sustain public safety, health, and economic stability. Understanding how wildfires affect these interconnected systems is essential for effective hazard mitigation, ensuring that communities can reduce the impacts of such events.

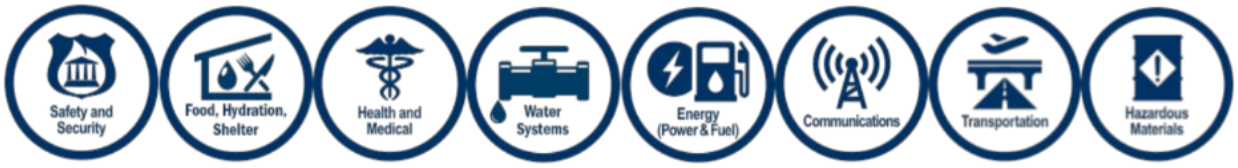

Figure 74: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Wildfires pose a direct threat to safety and security by endangering lives and property. During a wildfire event, emergency services may become overwhelmed, limiting their ability to respond to calls for help. Evacuations can create chaotic situations, leading to confusion and potential safety hazards as residents attempt to leave their homes.
- **Food, Hydration, and Shelter:** Wildfires can disrupt the supply chain for food and hydration as roads become impassable and businesses are forced to close. Shelters may be overwhelmed by evacuees, leading to inadequate accommodations for those displaced by fire. In addition, the loss of agricultural land due to fire can threaten local food sources, forcing communities to rely on external aid and potentially leading to food shortages.
- **Health and Medical:** The health and medical lifeline can be severely impacted by wildfires, primarily through the deterioration of air quality by smoke and ash, which can exacerbate respiratory conditions and other health issues. Hospitals and clinics may face increased patient loads from wildfire-related injuries and smoke inhalation. In addition, if evacuation is necessary, access to

medications and ongoing medical treatments may be disrupted, posing serious risks to those with chronic health conditions.

- **Water Systems:** Wildfires can threaten water systems by contaminating water sources with ash and debris and complicating water treatment processes. The destruction of infrastructure, such as pipelines and treatment facilities, can lead to water shortages or unsafe drinking water, necessitating emergency measures to ensure public health and safety.
- **Energy (Power and Fuel):** Wildfires can damage power lines and energy infrastructure, leading to widespread outages and disrupting energy supplies. Fuel supplies also may be affected as transport routes become compromised or facilities are forced to close, resulting in shortages for both transportation and emergency services. This disruption can significantly hinder firefighting efforts and community recovery.
- **Communications:** The communications lifeline can be severely affected by wildfires, especially if fire damage impacts cellular towers and internet infrastructure. Loss of communication can impede the dissemination of vital information regarding evacuation orders and emergency services. In addition, residents may struggle to stay connected with family and emergency responders, complicating rescue efforts and information sharing during a crisis.
- **Transportation:** Wildfires can lead to the closure of roads and highways due to fire threats or damage, significantly disrupting the transportation routes needed for evacuation and emergency response. This can trap residents in danger zones and hinder the movement of fire crews and supplies. The resulting congestion on alternate routes can further complicate evacuation efforts, creating additional risks for those trying to flee the fire.
- **Hazardous Materials:** Wildfires can exacerbate the risks associated with hazardous materials by potentially igniting chemicals stored in industrial areas or residential settings. The intense heat can cause containers to rupture or leak, leading to toxic spills that pose serious health risks to both responders and the community. In addition, the destruction of facilities that handle hazardous materials can complicate firefighting efforts and escalate environmental hazards in the aftermath of a wildfire.

IMPACTS DUE TO CHANGES IN DEVELOPMENT

As the population and the built environment grow in St. Lucie County, more people, infrastructure, and facilities are exposed to impacts from wildfires, both directly through damaged property and indirectly through air or water quality concerns. St. Lucie County grew by an estimated 44,000 residents (13%) between 2020 and 2023.[218] That means more roads to accommodate these residents and more buildings and facilities to house and serve them. Development is particularly at risk where it is cheapest, on the periphery of urbanized areas. As Port St Lucie, Fort Pierce, and St. Lucie County continue to develop in the WUI, more houses, people, and infrastructure will be at risk of damage from wildfire.

More residents and more infrastructure also increase the likelihood of wildfires. Most wildfires are caused either by humans directly or by the equipment that humans use. As populations grow, the opportunity for

[218] St. Lucie County, "Facts and Stats," 2023, https://www.stlucieco.gov/government/facts-stats.

human-caused wildfires grows as well, either from a campfire that gets out of hand or a spark from an automobile. This increased risk of ignition, paired with hotter conditions leads to an overall increase in fire risk in St. Lucie County.

IMPACTS ON POPULATIONS OF FOCUS

Particular groups in St. Lucie County may be more susceptible to the impacts of wildfires due to certain health or socioeconomic factors. Wildfires can directly damage property, including expensive assets such as homes and cars. Those without insurance or the means to replace or repair their property could face severe economic consequences. Residents with limited resources may experience greater impacts due to reduced access to evacuation options, temporary housing, and recovery assistance.

People in St. Lucie County with respiratory illnesses, like asthma, also are at increased risk from wildfires. Wildfires release particulate matter into the atmosphere from the fuels that they burn. That particulate matter can then be blown into nearby communities, worsening air quality and exacerbating respiratory illnesses. Those with respiratory illnesses may have to stay indoors or wear masks to be safe outdoors during or after a wildfire.

Communications System Failures

Definition

A communications system failure refers to a breakdown or malfunction in the processes, equipment, or protocols that facilitate the transmission of information between parties. This can occur in various forms, such as hardware malfunctions, software errors, network outages, cyber-attacks, or issues with signal quality. As a result, it can lead to the inability to send, receive, or understand messages, which can disrupt normal operations in personal, business, or emergency contexts.

Key reasons for communications system failures include damage to critical components, such as routers, switches, and fiber optic cables, which can occur due to natural disasters, wear and tear, or accidental impacts. Additionally, disruptions in network infrastructure, such as power outages or equipment malfunctions, can lead to significant outages and hinder data transmission. Furthermore, issues caused by network congestion, where the volume of data traffic exceeds the system's capacity, can result in slower response times, dropped connections, and reduced overall performance, negatively impacting user experience and service reliability.[219] Cyber-attacks can disrupt digital communications by compromising systems or data. In some cases, systems may be taken offline temporarily to protect data integrity or prevent further intrusion.

The most common cause of telecommunications failures during disasters is damage to the communications system parts. Repairing and replacing these parts often takes a lot of time and money,

[219] United Nations Office for Disaster Risk Reduction, "Radio and Other Telecommunication Failures." https://www.undrr.org/understanding-disaster-risk/terminology/hips/tl0212#:~:text=Communication%20system%20failure.,et%20al.%2C%202007).

which leads to long and serious disruptions. This is especially true for critical components, such as cell towers or cables, which can be complex and expensive to repair. While many communications systems incorporate redundancy, failures can still occur when primary and backup systems are simultaneously impacted or overwhelmed.[220]

Outages resulting from damage to supporting network infrastructure can lead to extensive disruptions, severely impacting response and recovery efforts in affected areas. Many communications systems, such as cellular networks, internet services, and emergency response communications, rely heavily on local and regional infrastructure to function effectively. Unfortunately, this supporting framework often lacks the resilience and robustness needed to withstand physical damage caused by natural disasters, accidents, or vandalism. As a result, when critical nodes and pathways in these networks are compromised, the cascade effect can prevent the timely distribution of information, hinder coordination among emergency services, and delay the services.[221]

Congestion is another major cause of communications failures during disasters. This happens when too many people try to use the network at once, resulting in blocked calls and undelivered messages. Disasters typically cause a huge demand for communication, which can overwhelm even the best-managed networks.[222]

Insights gained from previous disaster scenarios indicate that radio and satellite communications consistently demonstrate superior reliability and effectiveness. These communication methods remain operational even when traditional systems, such as wireless phones and landlines, are compromised. During emergencies, these conventional systems are often vulnerable to damage from severe weather conditions or become overwhelmed due to a surge in usage, leading to significant delays in distributing critical information. In contrast, radio and satellite communications provide uninterrupted connectivity, enabling timely updates and coordination efforts that are essential for emergency response and recovery operations.[223]

Although satellite communications offer the most reliable and uninterrupted connectivity, they are not without limitations. Satellites are vulnerable to space weather, particularly during solar storms, which can disrupt data transmission and alter the satellite's trajectory, thereby affecting weather forecasting and communication.

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[220] United Nations Office for Disaster Risk Reduction, "Radio and Other Telecommunication Failures." https://www.undrr.org/understanding-disaster-risk/terminology/hips/tl0212#:~:text=Communication%20system%20failure.,et%20al.%2C%202007).
[221] United Nations Office for Disaster Risk Reduction, "Radio and Other Telecommunication Failures." https://www.undrr.org/understanding-disaster-risk/terminology/hips/tl0212#:~:text=Communication%20system%20failure.,et%20al.%2C%202007).
[222] United Nations Office for Disaster Risk Reduction, "Radio and Other Telecommunication Failures." https://www.undrr.org/understanding-disaster-risk/terminology/hips/tl0212#:~:text=Communication%20system%20failure.,et%20al.%2C%202007).
[223] United Nations Office for Disaster Risk Reduction, "Radio and Other Telecommunication Failures." https://www.undrr.org/understanding-disaster-risk/terminology/hips/tl0212#:~:text=Communication%20system%20failure.,et%20al.%2C%202007).

Space weather, including solar flares and coronal mass ejections (CMEs), can degrade high-frequency (HF) radio communications, which are essential for maritime and aviation operations. GPS signals can become inaccurate due to geomagnetic storms, which may induce currents in power lines, potentially leading to outages and disrupting critical networks.[224]

Cyber-attacks are a persistent threat to digital communications in St. Lucie County. All jurisdictions rely on digital assets for communication including hardware, like computers and cellphones, software, and network systems. All three of these asset types can be damaged or compromised through a cyber-attack which takes them offline. Even short-term interruptions in these assets can seriously disrupt communication flows.[225]

Location and Extent

Communications system failures can occur anywhere in St. Lucie County; however, areas that may have a greater risk of communications system failures typically include locations prone to severe weather events or those with older infrastructure. Rural areas or less urbanized areas, such as St. Lucie Village, for example, can be particularly vulnerable. These locations often have less robust communications networks, which can lead to more frequent outages and disruptions. As such, residents in these areas might experience challenges in sending or receiving information during critical times.

Low-lying regions in the county, such as Fort Pierce, St. Lucie Village, and Port St. Lucie, are also at a higher risk, especially during heavy rainfall or flooding events. These weather conditions can damage communications lines and equipment, making it difficult for residents to contact emergency services or communicate with one another. During hurricane season, strong winds and heavy rainfall can damage communications infrastructure, leading to service disruptions.

Another factor to consider is the presence of older infrastructure, which may be more susceptible to malfunctions during high-demand periods or severe weather conditions. Areas with aging communications systems are more likely to experience disruptions, leading to inconveniences and potential safety risks for the population. Furthermore, neighborhoods with limited-service providers may face vulnerability as reliance on a single provider can result in substantial outages if that network encounters issues.

EXTENT

A severity scale is a critical tool used in communications systems to categorize the impact of failures and operational issues. By assigning a numerical value to each type of failure, the severity scale helps organizations prioritize responses based on urgency and significance of the problem. Ranging typically from 1 to 5, this scale enables teams to quickly understand the severity of an incident. A level 1 indicates a critical failure leading to a complete system outage, while a level 5 represents minor cosmetic issues without functional impact. Utilizing a severity scale not only aids in effective communication during

[224] NOAA, "Space Weather Impacts." https://www.swpc.noaa.gov/impacts.
[225] FEMA, "Planning Considerations for Cyber Incidents," 2023, https://www.fema.gov/sites/default/files/documents/fema_planning-considerations-cyber-incidents_2023.pdf.

incident management but also enhances decision-making processes for maintenance and resource allocation, ultimately supporting the overall reliability and functionality of communications systems. Although severity scales may vary by organization, this plan uses the following general framework to describe the potential impacts of communications system failures. Table 95 shows standard severity levels. The range of intensities in St. Lucie County due to communications system failures is 1–5.

Table 95: Standard Severity Levels[226]

Level	Description
SEV 1	A complete system outage or a major failure in key functionality that makes the system mostly unusable. This is the most severe level and typically affects all users or vital business operations. This could be caused by intense natural hazard, like a hurricane or man-made hazard like a cyber-attack.
SEV 2	A critical component is severely degraded, affecting many users. A partial workaround might exist, but the issue causes significant disruption.
SEV 3	Partial loss of functionality that only affects a small subset of users or has minimal impact on core operations. Users can still use the system, but the experience is less than ideal.
SEV 4	Minor annoyances with minimal impact on functionality. These issues are typically cosmetic or non-essential and don't require immediate action.
SEV 5	These issues have no direct effect on users or system functionality but are tracked for future reference. They are typically part of a longer-term improvement effort.

JURISDICTIONAL IMPACTS

Hazard impacts refer to the adverse effects stemming from natural or human-induced events. These impacts include physical damage, human health concerns, and economic, environmental, and social impacts, as seen in Table 96.

Table 96: Jurisdictions and Hazard Impacts

Jurisdiction	Impacts
St. Lucie County, City of Port St. Lucie, City of Fort Pierce, Town of St. Lucie Village	Communications system failures for all jurisdictions can lead to significant physical damage, particularly in emergency situations where timely coordination is crucial. Human health concerns may arise if critical information regarding health services, emergency alerts, or disaster responses are not effectively communicated. Economically, businesses could suffer losses due to disruptions in operations, while environmental impacts may occur if agricultural alerts or environmental warnings fail. Socially, a breakdown in communication can erode public trust and cohesion, hindering community resilience during crises. Cyber-attacks can

[226] Last 9, "5 Common Incident Severity Levels You Should Know." https://last9.io/blog/common-incident-severity-levels/#:~:text=Severity%201%20(Critical%2FP1),users%20or%20vital%20business%20operations.

Jurisdiction	Impacts
	damage critical hardware and software the jurisdictions rely on for daily functioning.

NATIONAL RISK INDEX

The National Risk Index serves as a valuable tool for assessing various hazards across communities in the United States; however, it lacks an evaluation of communications systems failures as a significant hazard and will therefore not be included in this particular hazard profile.

Magnitude and Severity

The potential magnitude and severity of a communications system failure in St. Lucie County could be significant, impacting both emergency response capabilities and daily operations for residents and businesses. In the event of a failure, crucial lines of communication, including 911 services, would be disrupted, hampering immediate responses to emergencies, public safety alerts, and essential updates on ongoing threats, whether from natural disasters or man-made incidents.

At-risk populations, such as the elderly and those without access to alternative forms of communication, are particularly vulnerable, as they may rely heavily on these systems for information and assistance. Additionally, the loss of communications infrastructure could lead to economic repercussions, affecting businesses that rely on connectivity for operations and transactions. Overall, the severity of a communications failure could result in confusion, heightened anxiety among residents, and complications in coordinating recovery efforts.

Historic Events

- **October 10, 2024:** Hurricane Milton resulted in approximately 6.8% of cell sites experiencing service disruptions within St. Lucie County.[227]
- **July 19, 2024:** A Global cybersecurity outage impacted St. Lucie County and led to some offices being closed.[228]
- **October 27, 2023**: Telephone lines, email, websites, and other services were impacted at county offices, libraries, and attractions countywide.[229] Suspicious activity was detected on the county's

[227] Federal Communications Commission, "Communications Status Report for Areas Impacted by Hurricane Milton, October 10, 2024." https://docs.fcc.gov/public/attachments/DOC-406468A1.pdf.
[228] WPBF, "Global Outages Impact Some Agencies on the Treasure Coast." https://www.wpbf.com/article/florida-global-outage-affects-impact-treasure-coast/61649487.
[229] WPTV, "St. Lucie County Network Issues Impact Communications at Offices, Libraries." https://www.wptv.com/news/treasure-coast/region-st-lucie-county/network-issues-impact-communications-10-27-23.

servers, prompting the county to shut down its main servers.[230] Although the Board of County Commissioners' system was restored, Fort Pierce, which had disconnected from the county to prevent data breaches, remained offline as of December 1, 2023. During this period, both the Fort Pierce Police Department and the Sheriff's Office were unable to process any public records.[231]

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated with this hazard.

Probability of Future Conditions

Severe weather is a significant factor that could affect communications systems in the county. Given its susceptibility to hurricanes, tropical storms, heavy rainfall, power outages, and physical damage to communications infrastructure, such as cell towers and cables, have occurred. Future communications system failures may occur due to continued exposure to hurricanes, severe weather, power outages, aging infrastructure, and increased system demand.

Additionally, other adverse effects should be considered when estimating the probability of CSFs. Cybersecurity threats have become increasingly prevalent, with a growing risk of cyberattacks targeting communications networks, as evidenced by the months-long disruption to the county in October 2023. Likewise, as the population of St. Lucie County grows, the demand for communications services will likely increase, which may strain the existing infrastructure.

Based on the information provided, the probability of future CSFs can be assessed as moderate. This conclusion is drawn from multiple factors, including the historical context of frequent outages during severe weather events, potential vulnerabilities from aging infrastructure and cybersecurity threats, and the increasing demand for communications services as the population grows.

Vulnerability Assessment

This assessment reveals several critical areas of concern that could impact emergency response and daily operations in St. Lucie County, including Fort Pierce, Port St. Lucie, and St. Lucie Village, due to communications system failures. The region's communications infrastructure relies on a combination of traditional landlines, cellular networks, and broadband services, all of which are susceptible to various risks, including natural disasters, technological failures, cyber-attacks, and human error.

In Port St. Lucie and Fort Pierce, dependence on cellular networks can be a vulnerability, as they may experience overloading during emergencies. Additionally, power outages from severe weather can disrupt both fixed and mobile communications networks if backup power systems are not adequately

[230] WPTV, "Computer Outage Impacting St. Lucie County Government Services." https://www.wptv.com/news/treasure-coast/region-st-lucie-county/computer-outage-impacting-st-lucie-county-government-services.
[231] WFLX, "Network Outage Causes Backlog for Multiple St. Lucie County Agencies." https://www.wflx.com/2023/12/02/network-outage-causes-backlog-multiple-st-lucie-county-agencies/.

implemented. The increasing reliance on internet-based calls and messaging further complicates issues, as disruptions in power or internet access could leave residents unable to communicate with emergency services or other people.

St. Lucie Village, with its more rural setting, may face unique challenges concerning coverage and service availability. Areas with lower population density may have fewer redundant communications pathways, which can increase vulnerability during outages., resulting in less reliable service during critical times. This lack of redundancy can lead to a substantial communications gap in emergency situations, hampering the ability of local authorities to coordinate effectively and inform residents of evacuations or safety measures.

Furthermore, the integration of new technologies, such as smart city applications and IoT devices, including smart home appliances, wearable fitness trackers, industrial sensors, and connected vehicles, presents new vulnerabilities that need to be assessed. Cybersecurity threats can compromise communications systems, leading to disinformation or failure in emergency notifications. Cyber threats continue to evolve, which can increase vulnerability if cybersecurity measures are not regularly updated and maintained.

Based on the information provided, the vulnerability of St. Lucie County's communications systems can be assessed as high.

IMPACTS TO ASSETS

Table 97 provides a summary of the effects of communications system failures. It discusses the impact on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, public confidence, and the consequences of these impacts.

Table 97: Consequence Analysis

Sector	Consequence
Public	• Communications failures can disrupt the dissemination of critical safety and health information. • Poor communication can impact utility companies, making it difficult to address outages or infrastructure failures related to electricity, water, and gas services. • Traffic management systems and public transportation services rely on communication for safe and efficient operation. Failures can lead to accidents and congestion. • Schools may struggle to communicate with parents, staff, and emergency services during crises, affecting student safety and academic operations. • Communications breakdown can impede local government functions, affecting everything from emergency planning to public outreach and community services.

Sector	Consequence
First Responders	• Delays in communication can hinder the ability of EMS to quickly respond to medical emergencies, affecting patient care and outcomes. • The ability of police, fire, and medical personnel to coordinate and respond effectively to emergencies can be severely hindered. This could delay responses to incidents or disasters. • These agencies depend on effective communication to coordinate recovery efforts and resource allocation during emergencies. Failures can disrupt the overall emergency response and recovery efforts. • Effective dissemination of information to the public is critical during emergencies. Communications failures can lead to misinformation, confusion, and a lack of vital information reaching the community.
Continuity of Operations	• Communications breakdown can impede local government functions, affecting everything from emergency response to public outreach and community services. • Outages may disrupt communication in health departments and between healthcare facilities, impacting the management of health emergencies and the dissemination of crucial health information. • The Emergency Operations Center (EOC) relies on effective communication to manage resources, coordinate response efforts, and relay information to the public. Failures can severely disrupt these operations. • Communications failures can prevent timely notifications regarding emergencies or safety information from reaching the public, which is critical for community safety.
Property, Facility, and Infrastructure	• Water, electricity, and gas services use communications networks to monitor systems and respond to outages or emergencies. Delays or failures in communication can hinder timely responses to contamination events in local water bodies, affecting drinking water supplies and aquatic ecosystems.
Environment	• The county's coastal areas, including the Indian River Lagoon, rely on effective communication for monitoring and managing pollution events, boating regulations, and conservation efforts. • Inadequate communication can disrupt air quality monitoring systems, making it difficult to respond to incidents of air pollution that may impact public health and the environment. • The ability to coordinate emergency services and environmental protection measures during crises (such as chemical spills or radiological incidents) can be severely compromised, leading to broader environmental impacts.
Economic Conditions	• St. Lucie County relies on tourism as a significant part of its economy. Inadequate communication during emergencies can deter visitors, impacting local businesses and hospitality services. • Businesses rely on communications systems for coordinating deliveries and managing inventory. Disruptions can result in delays, increased costs, and losses for retailers and suppliers.

Sector	Consequence
	• Small and medium-sized businesses often depend on reliable communication for day-to-day operations, customer service, and marketing. Disruptions can lead to decreased sales and customer dissatisfaction. • Businesses rely on effective communication for operational continuity during emergencies. Any disruption in communication can affect local businesses' ability to function, consequently impacting the economy.
Public Confidence	• Effective communication strengthens trust between local government agencies and the community. Failures in the communications systems can erode this trust, making residents less likely to rely on or engage with local authorities in the future. • Clear communication is essential for informing residents about safety protocols and evacuation procedures during emergencies. Communications failures can lead to confusion and hinder individuals' ability to protect themselves and their families.

IMPACT ON COMMUNITY LIFELINES

FEMA's community lifelines are shown in Figure 75. Failures in communications systems can impact several community lifelines, highlighting the interconnected nature of critical infrastructure systems. Here's a closer look at how CSFs can affect these lifelines.

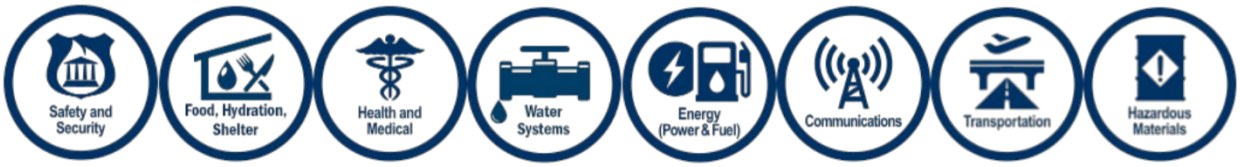

Figure 75: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Communications failures can hinder emergency response teams and law enforcement from coordinating effectively, impacting public safety.
- **Health and Medical:** Lack of communication can disrupt the sharing of critical health information, coordination of medical services, and dispatch of ambulances or medical supplies.
- **Food, Hydration, and Shelter:** Communications breakdowns can impede the distribution of food by impacting logistics systems and water supplies, by impacted water plants and monitoring systems. as well.
- **Transportation:** Effective communication is crucial for directing traffic, coordinating the transport of supplies, and ensuring safe evacuation routes. Failures can lead to delays and risks during emergencies.
- **Energy:** Communications issues can affect the management and infrastructure of energy supply, leading to outages or mismanagement of resources.

- **Hazardous Materials:** In emergencies involving hazardous materials, clear communication is vital for coordinating response efforts and ensuring public safety. Failures can result in information bottlenecks and increased risk.

IMPACT DUE TO CHANGES IN DEVELOPMENT

St. Lucie as a whole and all of its jurisdictions have seen population growth between 2020 and 2023. St. Lucie County has grown by 13%,[232] Fort Pierce by 2%,[233] Port St. Lucie by 8%,[234] and St. Lucie Village by 33%.[235] Population growth has increased the number of people exposed to the consequences of communications system failures in St. Lucie County. In reaction to the increasing population, rising cybersecurity threats, and the area's susceptibility to hurricanes and severe weather, St. Lucie County has implemented several key developments in its communications systems aimed at reducing vulnerability among residents. By upgrading the public safety radio system to a digital platform and enhancing the 911 dispatch center, the county aims to improve coordination and response times among emergency services. Additionally, expanding broadband internet access ensures that all residents can communicate effectively during emergencies. Despite these advancements, the risk of communications system failures remains due to system complexity, infrastructure dependencies, and exposure to severe weather events.

Port St. Lucie is also experiencing notable achievements in its communications infrastructure, driven by substantial investments from both public and private sectors aimed at enhancing connectivity for businesses. The city has formed strategic partnerships to expand its fiber infrastructure, particularly in key economic development areas such as Tradition and Southern Grove.[236] These municipal fiber initiatives are designed to improve access to high-speed internet, supporting business growth and innovation.

Since the last update, there have been additional investments in smart city projects across the County. These projects have added fiber expansion and boosted connectivity capabilities that benefit both municipal operations and local businesses.[237] These enhancements provide improved efficiency and operational effectiveness and can reduce risks of telecommunication outages.

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[232] U.S. Census Data, "Total Population in St. Lucie County," 2023, https://data.census.gov/all?q=St.+Lucie+County+Florida.
[233] U.S. Census Data, "Total Population in Fort Pierce," 2023, https://data.census.gov/all?q=Fort+Pierce+city,+Florida.
[234] U.S. Census Data, "Total Population in Port St. Lucie," 2023, https://data.census.gov/all?q=Port+St.+Lucie+city,+Florida.
[235] U.S. Census Data, "Total Population in St. Lucie Village," 2023, https://data.census.gov/all?q=St.+Lucie+Village+town,+Florida.
[236] City of Port St. Lucie, "Southern Grove Master Plan," 2021, https://www.cityofpsl.com/files/assets/public/v/2/departments/community-redevelopment/documents/southern-grove-master-plan.pdf.
[237] FEMA, "FEMA Awards Port St. Lucie More Than $1 Million To Improve Emergency Telecommunications System," 2020, https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKEwiA4dzgrNSRAxWmyOYEHfilKXMQFnoECCYQAQ&url=https%3A%2F%2Fwww.fema.gov%2Fko%2Fprint%2Fpdf%2Fnode%2F356600&usg=AOvVaw3Bnd9NGUTgNiTpgIhdCl8X&opi=89978449.

Moreover, major telecommunications carriers are actively improving their infrastructure across the county and deploying 5G infrastructure, with an emphasis on prioritizing business districts. This rollout promises enhanced service availability and faster connectivity options for local businesses.

IMPACTS ON POPULATIONS OF FOCUS

The vulnerability of populations in the county during a communications systems failure raises concerns, especially for certain groups that may be severely affected. At-risk populations, including the elderly, resource-limited individuals, and those with disabilities, face extensive risks in the event of communication breakdowns. For instance, the elderly may rely on timely alerts regarding emergencies or weather-related events. Without effective communications systems, their ability to respond and safeguard themselves is compromised. Similarly, resource-limited households often lack access to alternative communication methods, such as mobile phones or internet services, making them reliant on public announcements and community outreach for critical information.

Additionally, disenfranchised communities, including non-English speakers and those with limited literacy, may struggle to receive essential messages during a crisis. The inability to understand alerts concerning evacuation routes, shelter locations, or health advisories can impede their safety and well-being. Moreover, populations living in rural areas of St. Lucie County may face increased isolation during communications failures, heightening challenges in accessing vital services and assistance during emergencies.

Children and youth are also vulnerable during communications disruptions, particularly in school environments. Without effective communication, schools may struggle to relay crucial information to parents regarding the safety of their children or changes in school operations. This lack of information can lead to increased anxiety and confusion among families. Furthermore, the impact extends to essential services such as healthcare, where patients may not receive necessary medical information or updates on service availability, adversely affecting health outcomes. In summary, a failure of communications systems poses a heightened risk for various at-risk populations, including the elderly, resource-limited individuals, non-English speakers, and children.

Epidemics and Pandemics

Definition

Modern infectious disease control builds on 19th-century scientific breakthroughs which found that microbes cause diseases. These advances are the foundation for today's surveillance systems and disease response networks.[238] In the United States, a legal framework requires that certain infections be reported to health authorities in a prompt manner. In 2000, 99 infectious conditions were designated as

[238] Centers for Disease Control and Prevention. "Morbidity and Mortality Weekly Report." https://www.cdc.gov/mmwr/pdf/wk/mm4829.pdf#:~:text=Public%20health%20action%20to%20control,played%20a%20major%20role%20in.

"notifiable," which mandated regular case reporting.[239] Timely surveillance of notifiable diseases and case reporting allows for the identification of outbreaks quickly and containment before they spread widely.[240]

Respiratory illnesses are among the most common infectious threats. Seasonal influenza is caused by influenza viruses of Types A and B. These viruses undergo small changes every year, which leads to the annual flu season. Influenza A viruses are subtyped by their surface proteins. The strains circulating amongst human beings now include H1N1 and H3N2. However, only influenza A viruses have ever triggered global pandemics. Historic examples of this include the 1918 H1N1 Spanish Flu and the 2009 H1N1 pandemic. Influenza B viruses are classified by genetic lineage. Currently, the B/Victoria-lineage is the predominant strain of Influenza B in circulation.[241] Influenza C typically causes only mild, cold-like symptoms, and type D infects cattle and not humans.[242]

COVID-19 is caused by the SARS-COV-2 coronavirus. This emerged in late 2019 and spread rapidly across the world. It transmits when infected people emit virus-laden respiratory droplets or aerosols that others inhale or when touching contaminated surfaces.[243] SARS-COV-2 infects the respiratory tract by binding its protein to ACE2 receptors on airway cells. The virus's incubation period averages approximately five days. Symptoms range from no ill effects to mild upper-respiratory illness to severe pneumonia and acute respiratory distress that require intensive care.[244] Because SARS-COV-2 spread so easily, COVID-19 prompted an unparalleled global public health challenge in 2020 that resulted in massive case counts.[245]

Respiratory Syncytial Virus (RSV) is another common virus causing respiratory illness, especially in infants, young children, and older adults.[246] RSV typically circulates seasonally in the fall and winter months. In most people, RSV causes only mild, cold-like illnesses, but it is the leading cause of infant hospitalization for respiratory illness.[247] RSV spreads when an infected person coughs or sneezes on others or on a

[239] Florida Department of Health, "Reportable Diseases/Conditions in Florida," 2016, https://hillsborough.floridahealth.gov/programs-and-services/infectious-disease-services/reportable-disease-list-form/_documents/reportable-diseases-list-practitioners-2019.pdf.
[240] Centers for Disease Control and Prevention. "Morbidity and Mortality Weekly Report." https://www.cdc.gov/mmwr/preview/mmwrhtml/mm4939a4.htm#:~:text=This%20issue%20of%20MMWR%20incorporates,NETSS.
[241] Paget J, Caini S, Del Riccio M, van Waarden W, Meijer A. "Has influenza B/Yamagata become extinct and what implications might this have for quadrivalent influenza vaccines?" Euro Surveill. 2022, https://pmc.ncbi.nlm.nih.gov/articles/PMC9524051/#:~:text=Abstract,lineage%20viruses%20have%20become%20extinct.
[242] Centers for Disease Control and Prevention. "Types of Influenza Viruses." https://www.cdc.gov/flu/about/viruses-types.html#:~:text=Influenza%20A%20viruses%20are%20the,to%20cause%20illness%20in%20people.
[243] Centers for Disease Control and Prevention. "COVID-19." https://www.cdc.gov/covid/about/index.html#:~:text=COVID,contaminate%20the%20surfaces%20they%20touch.
[244] Cascella M, Rajnik M, Aleem A, et al. Features, Evaluation, and Treatment of Coronavirus (COVID-19) [Updated 2023 Aug 18]. In: StatPearls [Internet]. Treasure Island (FL): StatPearls Publishing; 2025 Jan-. Available from: https://www.ncbi.nlm.nih.gov/books/NBK554776/.
[245] Centers for Disease Control and Prevention, "CDC Museum COVID-19 Timeline," 2024, https://www.cdc.gov/museum/timeline/covid19.html.
[246] Centers for Disease Control and Prevention. "How RSV Spreads." https://www.cdc.gov/rsv/causes/index.html#:~:text=,and%20peaks%20in%20the%20winter.
[247] Centers for Disease Control and Prevention. "Respiratory Syncytial Virus Infection." https://www.cdc.gov/rsv/index.html#:~:text=Respiratory%20syncytial%20virus%20,S.

surface that can be touched by others.[248] In vulnerable infants and the elderly, RSV can infect the lower airways, causing bronchiolitis or pneumonia.

Beyond direct disease effects, pandemics can trigger cascading hazards that impact society. These can include things such as social unrest, mental health impacts, and prolonged economic hardship. An example of this is COVID-19. Analyses of COVID-19 show that high unemployment and fatalities increased social stress, which impacted many people.[249]

A pandemic can also shrink a workforce in vital sectors of society through illness or quarantine. This can lead to cascading failures, such as power outages due to staff shortages, water treatment delays, or emergency response lags. During COVID-19, hospitals and clinics faced great strain due to staffing shortages caused by the effects of illness, those leaving the healthcare industry, and quarantine. Additionally, pandemics can also increase stressors that exacerbate domestic violence. During COVID-19 lockdowns, reports of domestic violence incidents rose in the United States as families were forces to isolate due to the virus[250].

Location and Extent

Pandemics and epidemics have the potential to significantly affect all jurisdictions in St. Lucie County. COVID-19 is a prime example of the impact a pandemic can have on St. Lucie County. Areas with higher population density, such as Port St. Lucie and Fort Pierce, are especially vulnerable to faster transmission due to greater population density in areas. The county's less-populated or rural areas may experience slower initial spread but face unique challenges related to limited healthcare capacity and longer emergency response times. Table 98 outlines the geographic impacts of epidemics and pandemics.

Table 98: Geographic Extent of Epidemics and Pandemics

Classification	Geographic Impact
Epidemic	Local, community, regional, or state-wide
Pandemic	National or global

EXTENT

An epidemic refers to the sudden increase in cases of a disease outbreak in a specific community or region where it is not normally widespread. According to the World Health Organization (WHO), an epidemic occurs when the number of cases in a population or area exceeds what is typically expected.

[248] Centers for Disease Control and Prevention. "How RSV Spreads." https://www.cdc.gov/rsv/causes/index.html#:~:text=,and%20peaks%20in%20the%20winter.
[249] World Health Organization. "Impact of COVID-19 on People's Livelihoods, Their Health and Our Food Systems." https://www.who.int/news/item/13-10-2020-impact-of-covid-19-on-people's-livelihoods-their-health-and-our-food-systems#:~:text=The%20COVID,the%20end%20of%20the%20year.
[250] Piquero AR, Jennings WG, Jemison E, Kaukinen C, Knaul FM. "Domestic violence during the COVID-19 pandemic – Evidence from a systematic review and meta-analysis." J Crim Justice. 2021, https://pmc.ncbi.nlm.nih.gov/articles/PMC9582712/#s0015.

Events such as these can place a heavy strain on public health systems, which often leads to a shortage of hospital beds, essential medicines, and medical staff. Beyond the immediate health consequences, epidemics can also disrupt economic activity, reducing workforce availability, halting business operations, and driving up healthcare expenditures.[251]

There is currently no comprehensive, agreed upon definition of a pandemic.[252] The WHO's current definition is "the worldwide spread of a new disease."[253] The U.S. government defines a pandemic as, "a disease outbreak that spans several countries and affects a large number of people."[254] While these definitions are vague and can include a wide range of diseases, they both note that pandemics have a multi-country extent.

Historical events, such as the 1918 influenza and the COVID-19 pandemic, show the truly global nature that pandemics can reach. The consequences of pandemics are often far-reaching, leading to widespread illness and death, prolonged social disruption, and extensive economic damage.[255]

The extent of infection during an epidemic or pandemic depends largely on how efficiently the disease spreads, the methods of transmission, and how frequently infected and healthy individuals interact.

JURISDICTIONAL IMPACTS

Epidemics and pandemics, depending on the severity, represent hazards capable of disrupting all aspects of life in St. Lucie County. These events can emerge suddenly, spread rapidly through populations, and overwhelm healthcare, emergency, and social service systems. Countywide impacts often include widespread strain on hospitals, clinics, and emergency medical services, resulting in shortages of medical supplies, personnel, and critical-care capacity. Economic disruption is also a major consequence, as business closures, reduced consumer activity, and workforce shortages slow productivity and affect essential sectors. In addition, school and childcare closures can disrupt family routines and reduce workforce availability, particularly in critical fields such as healthcare and public safety. The social and behavioral health effects of epidemics and pandemics can be equally severe, with isolation, uncertainty, and prolonged emergencies contributing to heightened stress, mental health challenges, and increased demand for community support services. Table 99 provides an overview of additional impacts for each jurisdiction

[251] World Health Organization. (2023). *Managing epidemics: Key facts about major deadly diseases* (2nd ed.). World Health Organization.
[252] Dias RA. "Towards a Comprehensive Definition of Pandemics and Strategies for Prevention: A Historical Review and Future Perspectives." Microorganisms. 2024, https://pmc.ncbi.nlm.nih.gov/articles/PMC11433773/.
[253] World Health Organization, "Pandemics," https://www.who.int/health-topics/pandemics.
[254] Ready.gov, "Pandemics," 2025, https://www.ready.gov/pandemic.
[255] Centers for Disease Control and Prevention. (2022). *Principles of epidemiology in public health practice* (3rd ed.). U.S. Department of Health and Human Services.

Table 99: Impacts of Disease Transmission, by Jurisdiction

Jurisdiction	Impacts
St. Lucie County	Widespread illness could affect all emergency functions, including public safety, waste management, and transportation.
City of Port St. Lucie	High population density and frequent public interaction increase disease transmission risk. The city's large residential workforce and concentration of essential businesses mean that widespread illness could lead to significant workforce shortages and economic slowdown. Vulnerable populations, especially seniors and residents of dense housing complexes, would require targeted outreach and medical support.
City of Fort Pierce	Tourism and port-dependent economy makes the city vulnerable to loss of revenue and employment during outbreaks. Health impacts could be compounded by limited access to care in older neighborhoods. The city's need to maintain public confidence and communication is especially critical given its reliance on tourism and public engagement.
Town of St. Lucie Village	The Town of St. Lucie is smaller comparatively, and this smaller population size may help limit spread, but limited local healthcare capacity and reliance on nearby cities for medical and emergency services create vulnerability during widespread illness. The town's isolation and dependence on external supply chains can exacerbate impacts on mobility, deliveries, and essential goods. Community-based support networks are essential to maintaining continuity.

NATIONAL RISK INDEX

The National Risk Index serves as a valuable tool for assessing various hazards and vulnerabilities across the country; however, it notably lacks specific data on pandemics. As a result, the index does not provide a comprehensive profile of epidemic and pandemic risks; therefore, it will not be included in this profiled hazard.

Magnitude and Severity

Epidemics and pandemics can have countywide consequences for St. Lucie County and its jurisdictions, disrupting health services, emergency response, and the local economy. The magnitude of an outbreak depends on the transmissibility of the pathogen, population density, and public compliance with containment measures. Highly contagious diseases, such as influenza or COVID-19, can cause widespread illness within weeks, affecting thousands of residents and straining hospitals and public health agencies. Some metrics used to measure or predict magnitude of a pandemic or epidemic include:

- **Transmissibility:** Often denoted by the basic reproduction number (R0), transmissibility describes how contagious a disease is. The R0 represents approximately how many people an infected person can infect. The R0 is modeled based on infection period, mode of transmission, and contact rate.256
- **Incidence and Prevalence:** Incidence measures the rate of new cases developing over a period of time. Prevalence, on the other hand, is the number of cases of a disease over a period of time. These terms are similar, and influence each other, but are distinct. Together they show how fast a disease is infecting the population and how much of the population is infected.257
- **Population Density:** Often defined as the number of people per square mile, population density can make a significant difference in how quickly a disease travels through a population and the number of people it infects.[258]

Severity describes the intensity of the impact or damage from epidemics and pandemics. Severity may range from mild community-level outbreaks to devastating ones that lead to significant mortality, economic hardship, and social disruption. Secondary effects include workforce shortages, mental-health challenges, and long-term healthcare burdens associated with post-infection conditions. Some ways to measure severity include:

- **Mortality Rate:** The rate at which people die when they contract a given disease.[259]
- **Morbidity Rate:** The rate at which people become ill when they contract a given disease.[260]
- **Intensive Care Unit (ICU) Admissions:** The number of people that require intensive treatment in ICU wards due to a given disease can indicate how severe a disease is and the amount of healthcare resources it requires.

Historic Events

Over the past several decades, St. Lucie County has been impacted by multiple infectious disease outbreaks. The most significant was the COVID-19 pandemic, which resulted in 112,478 confirmed cases and 1,673 deaths in St. Lucie County between 2020 and 2025.[261] Schools, businesses, and public facilities experienced temporary closures, and essential services were forced to modify operations to ensure staff safety. In 2024, numbers of tuberculosis (15 cases) and salmonellosis (201 cases) infections compared to

[256] Harvard Global Health Institute, "Understanding Predictions: What is R-Naught?" 2020, https://globalhealth.harvard.edu/understanding-predictions-what-is-r-naught/.
[257] Texas A&M University, "Epidemiology Incidence vs. Prevalence," https://public-health.tamu.edu/degrees/mph/blog/epidemiology-incidence-vs-prevalence-explained.html.
[258] Hu, Yue, Ziyi Lin, Sheng Jiao, and Rongpeng Zhang. 2024. "High-Density Communities and Infectious Disease Vulnerability: A Built Environment Perspective for Sustainable Health Development" *Buildings,* *https://www.mdpi.com/2075-5309/14/1/103*.
[259] CDC, "Measures of Risk," https://archive.cdc.gov/www_cdc_gov/csels/dsepd/ss1978/lesson3/section3.html.
[260] CDC, "Measures of Risk," https://archive.cdc.gov/www_cdc_gov/csels/dsepd/ss1978/lesson3/section3.html.
[261] Florida Department of Health, "COVID-19 Cases," 2025, https://www.flhealthcharts.gov/ChartsDashboards/rdPage.aspx?rdReport=Covid19.Dataviewer.

the rest of Florida.[262] Regional public health data indicate periodic surges in vector-borne illnesses such as dengue and West Nile virus, though these have been isolated incidents with limited spread. These events highlight the need for continued investment in surveillance, vaccination, and healthcare capacity.

FEMA DISASTER DECLARATIONS

St. Lucie County was included in FEMA Disaster Declaration 4486-DR-FL (COVID-19 Pandemic), issued in 2020. This declaration provided federal assistance for emergency protective measures, including personal protective equipment (PPE), testing centers, and vaccination distribution. The declaration also supported economic recovery through public assistance and reimbursement programs for local governments and critical healthcare facilities. No other FEMA declarations related specifically to epidemic or pandemic events have been recorded for the county.

Probability of Future Conditions

Given ongoing global mobility, urban growth, and increased human-animal interactions, the likelihood of future epidemic or pandemic events in St. Lucie County is considered a definite possibility. The region's connectivity via major highways (I-95 and Florida's Turnpike), its aging population, and the presence of schools and tourist destinations make it susceptible to rapid disease spread. Seasonal influenza is expected annually, while novel pathogens could emerge periodically, as demonstrated by COVID-19. Future outbreaks may also be influenced by climate variability, which can alter vector habitats and disease dynamics. Continued coordination with the Florida Department of Health and CDC is essential to enhance detection, vaccination coverage, and response readiness.

Vulnerability Assessment

St. Lucie County's vulnerability to epidemics and pandemics stems from its demographic composition, urban density, and public health infrastructure capacity. Populations at higher risk include older adults, individuals with chronic illnesses, and households with limited access to healthcare or transportation. Socioeconomic factors, such as poverty and employment in service sectors, can amplify vulnerability by limiting individuals' ability to isolate or seek care. Rural areas and smaller jurisdictions like St. Lucie Village rely on neighboring cities for hospital services, making them susceptible to delays during regional surges. Vulnerability is further compounded by workforce shortages in healthcare and emergency management sectors, underscoring the need for cross-jurisdictional coordination.

[262] Florida Department of Health, "Infectious Diseases," 2024, https://www.flhealthcharts.gov/ChartsDashboards/rdPage.aspx?rdReport=CountyHealth.InfectiousDiseases&tabid=InfectiousDiseases&islCounty=56.

IMPACTS TO ASSETS

Table 100: Consequence Analysis

Sector	Consequence
Public	Widespread illness may result in school closures, reduced mobility, and disruptions to daily life. Vulnerable residents, including seniors and immunocompromised individuals, face higher hospitalization and mortality rates but healthy individuals may also face risks too.
First Responders	Emergency personnel face elevated exposure risk and staffing shortages due to illness or quarantine, reducing response capacity for other hazards.
Continuity of Operations	Government services, utilities, and critical infrastructure operations may be disrupted by absenteeism and supply chain delays, affecting response and recovery activities.
Property, Facility, and Infrastructure	While physical damage is minimal, essential facilities such as hospitals, emergency operations centers, and shelters may experience operational strain and resource depletion.
Environment	Increased use of disinfectants and medical waste generation during outbreaks can have localized environmental effects if not properly managed.
Economic Conditions	Business closures, tourism declines, and labor shortages can significantly reduce local revenue and tax bases. Recovery may take years depending on the outbreak's duration.
Public Confidence	Prolonged crises can erode trust in public institutions and government, particularly if communication is inconsistent or misinformation spreads. Transparent risk communication is vital to maintaining community compliance.

IMPACT ON COMMUNITY LIFELINES

FEMA's community lifelines are shown in Figure 76. While pandemics and epidemics might disrupt all the lifelines, depending on severity, the most significant effects tend to be on the Health and Medical, Food, Water, Shelter, and Safety and Security lifelines.

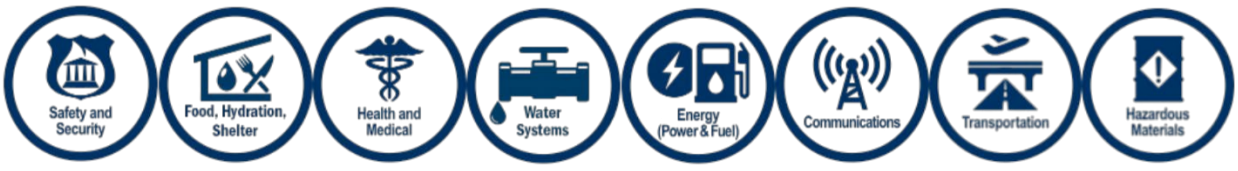

Figure 76: Federal Emergency Management Agency Community Lifelines

- **Health and Medical:** Pandemics and epidemics can directly impact the health of residents including illness and fatalities. Hospitals and clinics may reach capacity, creating delays in both pandemic-related and routine medical care.

- **Food, Hydration, and Shelter:** Supply chains for groceries, fuel, and pharmaceuticals can experience shortages during severe pandemics and epidemics.
- **Safety and Security:** Public health restrictions and illness among first responders may hinder public safety, emergency response, and transportation services.

IMPACT DUE TO CHANGES IN DEVELOPMENT

St. Lucie County has experienced a substantial population increase, urban infill, and infrastructure expansion over the past five years. These trends have reshaped how contagious diseases can spread across the county. In Port St. Lucie and Fort Pierce, denser housing, expanded commercial zones, and more frequent human interactions in offices, retail centers, and transit corridors have accelerated person-to-person transmission during infectious outbreaks. Growth in residential developments has also heightened the risk of rapid spread in shared indoor spaces.

Areas with a greater concentration of residents and mixed-use development experienced more intensive spread during the COVID-19 pandemic. This was in part due to travel patterns, shared public amenities, and overlapping daily networks of interaction. New transportation links and commuting corridors have increasingly connected rural and suburban areas in denser hubs. This means that during an outbreak, one zone can more readily propagate outward.

St. Lucie County has also experienced an increase in senior living communities, which brings more older adults into concentrated areas. This demographic is especially vulnerable to severe influenza, COVID-19, and respiratory infections. This increases the potential for infection in these communities.

Smaller jurisdictions such as St. Lucie Village, which was previously remote or had suburban areas, have become more integrated into the broader fabric of the county through infrastructure upgrades. While this brings significant benefits to the jurisdictions, it can also increase exposure risk during an outbreak. If an epidemic or pandemic occurs, these areas may face delays in medical support, testing, or supply delivery. This is particularly the case if supply chains or transportation routes are stressed.

IMPACTS ON POPULATIONS OF FOCUS

Certain groups in St. Lucie County face greater risks during epidemic and pandemic events due to demographic, economic, and social factors. The county's growing population of older adults is particularly vulnerable to severe illness and higher mortality rates, especially among those residing in long-term care or assisted-living facilities where infections can spread rapidly. Residents in low-income households also face elevated risk because financial instability often limits access to healthcare, paid leave, and secure housing, factors that make it harder to isolate or recover safely. Individuals working in essential sectors such as healthcare, retail, food service, and transportation are more exposed to contagion because their jobs require in-person interaction and cannot easily transition to remote work. People with chronic medical conditions, including respiratory, cardiovascular, or immune disorders, are more likely to experience serious complications if infected. Children and students are also affected when outbreaks lead to school closures, which disrupt learning and childcare arrangements and create ripple effects for working families. In addition, individuals experiencing homelessness or housing insecurity may lack

reliable access to hygiene facilities, medical care, or safe shelter, increasing their vulnerability to illness and exposure. Addressing these disparities through targeted outreach, improved healthcare access, and continued investment in public health preparedness can help reduce the disproportionate impacts on these populations and strengthen community resilience across St. Lucie County.

Power Systems Failure

Definition

Power systems failure (power outage/blackout) is the loss or significant degradation of electric service resulting from a disruption anywhere in the supply chain: Generation, transmission, distribution, or consumption at the customer facility, which interrupts normal operations of homes, businesses, critical facilities, and lifelines.

In St. Lucie County, electric service is provided primarily by Florida Power and Light (FPL) countywide and by the Fort Pierce Utilities Authority (FPUA) in and around the City of Fort Pierce. The County also hosts FPL's St. Lucie Nuclear Plant on Hutchinson Island and is connected to the regional grid through multiple high-voltage transmission corridors. Due to nearly all essential services depend on reliable electricity—including water and wastewater treatment, lift stations, traffic signals and intelligent transportation systems, hospitals and clinics, communications networks, refrigeration, and medical equipment—power reliability is a core public safety concern.

Outages generally occur in four forms, each with different operational implications:

- **Momentary Interruptions (seconds to a few minutes):** These occur when automatic protection systems clear a fault, such as vegetation or wildlife contact or lightning, and reclose. They can cause blinking clocks, traffic signal resets, and abrupt shutdowns of sensitive equipment.
- **Sustained Outages (minutes to hours):** These are typically caused by localized equipment failure, downed distribution lines and poles, or vehicle-into-pole crashes. They may result in business disruption, loss of air conditioning, and service interruptions at facilities that lack automatic transfer to backup power.
- **Extended Blackouts (multi-hour to multi-day):** These are usually linked to severe weather events, including tropical storms, hurricanes, tornadoes, and lightning, or to coastal flooding and salt spray that damage equipment, as well as upstream transmission or generation failures. These blackouts cause cascading effects across lifelines and require fuel-supported backup generation at critical facilities.
- **Power Quality Events (brownouts/voltage sags and surges):** These occur when grid stress or switching causes low or fluctuating voltage. Such conditions can damage motors and electronics and disrupt industrial and medical processes, even when lights remain on.

Common triggers for St. Lucie include high winds and lightning, flooding and salt corrosion near the lagoon and barrier island, equipment or relay failures, vegetation or wildlife contact with lines, vehicle

collisions with poles, construction damage to underground feeders, and, less frequently, cyber or physical security incidents affecting utility control systems or substations. While utilities harden infrastructure and stage crews before storms, the County plans for the possibility that outages may be widespread and prolonged during major tropical events, and that restoration sequencing will prioritize hospitals, emergency services, water and wastewater facilities, and major transportation corridors.

Location and Extent

Power outages in St. Lucie County can occur countywide because the electric grid is highly interconnected: FPL serves most of the County, while the FPUA serves the City of Fort Pierce and nearby areas. High-voltage transmission corridors and major substations traverse the urbanized U.S. 1/I-95 corridors, and the St. Lucie Nuclear Plant on Hutchinson Island ties into the regional grid. Outage likelihood and consequences are elevated where loads, critical services, or single-thread links are concentrated, along interstate and turnpike interchanges, the North Causeway and Seaway (South) Causeway bridges, hospital and water/wastewater campuses, large commercial districts, and the port and airport areas. The most common local triggers include lightning, tropical storms and hurricanes (wind, debris, salt spray), flooding of low-lying equipment, vegetation and wildlife contacts, and vehicle-into-pole incidents; cyber and physical attacks on substations are lower-probability but high-consequence concerns.

EXTENT

Outages range from momentary interruptions (seconds–minutes) due to protective devices clearing faults, to sustained outages (minutes–hours) resulting from distribution equipment damage, and to extended blackouts (multi-hour to multi-day) after major wind or flooding events that require field repairs and staged re-energization. Consequences scale with duration, temperature, time of day, and a facility's reliance on continuous power: Traffic signals fail to default and flash until reset; lift stations and water/wastewater plants shift to generators; telecom sites rely on batteries and backup power; and medically dependent residents and heat-sensitive populations face elevated risk during long, hot outages. Although the St. Lucie Nuclear Plant contributes baseload generation, a plant trip or transmission fault would be managed through grid balancing and does not imply a radiological hazard. Restoration priorities focus on hospitals, emergency operations centers (EOCs) and public safety, water and wastewater, major corridors, and high-density neighborhoods.

JURISDICTIONAL IMPACTS

Hazard impacts refer to the adverse effects stemming from natural or human-induced events. These impacts include physical damage, human health concerns, and economic, environmental, and social impacts, as shown in Table 101.

Table 101: Impacts of Power System Failures, by Jurisdiction

Participant	Impacts
St. Lucie County	Countywide exposure across dispersed neighborhoods and rural subdivisions, with critical facilities (Emergency Operations Center; sheriff's office; fire stations; regional water, wastewater, and solid waste assets) dependent on tested standby generation and fuel resupply. Traffic incident management and public information are essential when outages darken I-95, Florida's Turnpike or U.S. 1 signals, or close drawbridges/causeways for inspections.
City of Port St. Lucie	As the largest load center, Port St. Lucie (primarily FPL-served) concentrates residential and commercial demand along St. Lucie West, Tradition, Crosstown Parkway, and U.S. 1. Outages here produce system-wide traffic impacts, disrupt medical offices and assisted-living facilities, and require reliable generator coverage at lift stations and the utility's water and wastewater facilities to prevent sanitary sewer overflows.
City of Fort Pierce	Within FPUA's electric service area, Fort Pierce includes dense downtown blocks, industrial and port districts, hospitals and clinics, and waterfront infrastructure exposed to wind, salt spray, and tidal flooding that accelerate corrosion. It also serves as the County Seat and therefore is the location of many county administrative functions. A substation or feeder outage can affect drawbridge approaches and the port/inlet working waterfront.
Town of St. Lucie Village	The Town of St. Lucie Village is a small, mostly residential community along the Indian River Lagoon, reliant on a limited set of feeders and nearby substations. Even short outages can delay well and septic systems and in-home medical equipment operations. Evacuation and emergency medical services (EMS) access depend on adjacent U.S. 1 and causeway functionality.

NATIONAL RISK INDEX

The National Risk Index is a valuable tool for assessing various hazards across communities in the United States. However, it does not evaluate power systems failure as a significant hazard, so it is not included in this particular hazard profile.

Magnitude and Severity

MAGNITUDE

Unlike natural hazards with fixed scales, such as the Modified Mercalli Intensity Scale for earthquakes or the Saffir–Simpson Hurricane Wind Scale, power outages are best categorized by their geographic scope, duration, and the cascading effects they produce. Momentary service interruptions are common, but prolonged, wide-area outages can quickly escalate into events affecting public health, emergency response, and the economy, especially during Florida's hot, humid months.

OUTAGE SCOPE AND GEOGRAPHIC EXTENT – U.S. DEPARTMENT OF ENERGY CLASSIFICATION

The U.S. Department of Energy classifies power outages based on the number of customers affected and the extent of grid failure:

- **Localized Outage (Level 1):** This level affects a single building, block, or small subdivision (e.g., equipment failure, vehicle-into-pole incidents, vegetation/wildlife contact, or scheduled maintenance). It typically lasts less than two hours and has minimal community-wide effects.
- **Feeder/Substation Outage (Level 2):** This level affects hundreds to thousands of customers out due to feeder or substation problems (e.g., transformer failure, wind damage to lines, or lightning). It can last several hours to a full day and may impact traffic signals, business operations, and some critical-facility circuits.
- **Area/Regional Outage (Level 3):** This level affects tens of thousands of customers due to transmission element failure or severe weather (e.g., tropical storm or hurricane). The duration ranges from several hours to multiple days, with significant economic impacts and sustained emergency operations.
- **Widespread/Blackout (Level 4):** This level affects multiple counties or utilities due to catastrophic weather, cascading grid events, or major cyber/physical attacks. It can last days to weeks and may cause severe public health and security concerns.

In St. Lucie County, Level 1 and 2 events are most common. Level 3 outages occur primarily during tropical cyclones or large frontal systems. Level 4 events are rare but remain a planning scenario for catastrophic hurricanes or grid-level failures.

OUTAGE DURATION AND RESTORATION COMPLEXITY – IEEE 1366 RELIABILITY INDICES

- **SAIDI (System Average Interruption Duration Index):** This index measures the total annual minutes of interruption experienced by each customer in a utility's service area. It provides a comprehensive view of the reliability of the electrical system by quantifying the average duration of power outages across the customer base. For instance, if the latest reported SAIDI value for FPL is 120 minutes, then on average, customers experienced about two hours of power outages over the course of the year. This metric is crucial for identifying trends in service reliability because it allows utility companies to pinpoint areas for improvement and implement measures to enhance the overall stability and resilience of the electricity grid.
- **SAIFI (System Average Interruption Frequency Index):** This index tracks the average number of interruptions a customer experiences in a year, reflecting the frequency of power outages in a utility's service area. A lower SAIFI value signifies fewer interruptions, indicating a more reliable electrical supply for customers. For example, if the latest SAIFI value for the FPUA is reported at 1.5 interruptions per customer annually, on average, each customer experienced about one and a half power outages during the year. Monitoring SAIFI is essential for utilities to understand how often

outages occur and to strategize ways to improve service reliability and minimize disruptions for customers.

- **CAIDI (Customer Average Interruption Duration Index):** This index calculates the average time needed to restore power after an outage, derived from the ratio of SAIDI to SAIFI. This metric provides insight into the efficiency of a utility's response and restoration efforts during power interruptions. For instance, if the latest CAIDI value for FPL is reported at 80 minutes, on average, customers can expect their power to be restored within approximately one hour and 20 minutes. CAIDI is a critical performance indicator that helps utilities assess operational effectiveness, identify areas for improvement in restoration processes, and set targeted goals for enhancing customer service and minimizing downtime during outages.

SEVERITY

The severity of power outages in St. Lucie County is influenced by several factors, including the duration of the outage, the number of customers affected, the time of day or season, and the critical lifelines that are impacted, such as hospitals, water and wastewater facilities, communications systems, and causeway approaches.

- **Short-Term Outages (less than 2 hours – Low Severity):** Short-term outages are the most common occurrences in St. Lucie County, typically resulting from localized equipment faults or weather-related incidents such as lightning strikes or vegetation contacts. These brief interruptions generally last less than two hours and can lead to minor inconveniences for residents and businesses. For instance, traffic signals may flash, causing temporary confusion and potential traffic disruptions. While businesses might experience brief interruptions, the impact is usually manageable. Residents who rely on electricity-dependent medical devices often mitigate the effects of such outages through battery backups, ensuring that their essential needs are met.
- **Medium-Term Outages (2–12 hours – Moderate Severity):** Medium-term outages, lasting between two and 12 hours, often occur due to incidents such as vehicle collisions with utility poles, feeder line damage, or the effects of summer thunderstorms. The consequences of these outages can be more pronounced, including traffic congestion and heightened crash risks at nonfunctioning traffic signals. Businesses, particularly grocery stores, restaurants, and small manufacturers, may face closures and financial losses due to spoilage of perishable goods. Additionally, residents who depend on electricity for medical devices, such as oxygen concentrators or refrigeration for insulin, face increased medical risks, particularly during periods of high heat and humidity, because the lack of cooling can exacerbate health vulnerabilities.
- **Long-Term Outages (12 hours to multiple days – High Severity):** Long-term outages, which can last from twelve hours to several days, are typically caused by severe weather events such as tropical storms or hurricanes, as well as major transmission failures. The consequences of these prolonged outages can be severe. For example, the loss of refrigeration for food and medications poses significant public health risks, especially for vulnerable populations who rely on these items. Emergency services may experience delays, and the volume of 911 calls may increase as residents seek assistance. Additionally, disruptions to water and wastewater services can occur if generator

coverage or fuel resupply efforts falter, potentially leading to sanitary sewer overflows. In summer, the impacts are amplified; without cooling, residents face increased risks of heat exposure and dehydration, necessitating the establishment of cooling and charging centers, along with wellness checks and targeted outreach efforts to support those in need.

- **Catastrophic Outages (multiple days to weeks – Extreme Severity):** Catastrophic outages, which can last from multiple days to weeks, are rare but plausible following significant events such as a major hurricane or a large-scale cyber or physical attack on the grid. The potential outcomes of these extreme-severity outages can be dire. Hospitals and public safety facilities may depend entirely on backup generators and fuel logistics, making generator failure a critical life-safety issue. Access to potable water, fuel distribution, and communications may become intermittent, prompting evacuations for the most vulnerable populations. The economic impacts can be substantial, with regional business losses escalating due to production stoppages, supply chain failures, and spoilage of perishable goods, resulting in multimillion-dollar financial repercussions that are directly tied to the extent and duration of the outage.

Historic Events

Power outages in St. Lucie County are primarily the result of secondary impacts from tropical cyclones and severe weather events. High winds, flooding, and fallen trees often compromise electrical infrastructure, leading to widespread service interruptions. While localized equipment failures can also cause outages, the most significant disruptions are typically associated with hurricanes and severe storms. Historically, St. Lucie County has experienced several notable power outages, particularly during major hurricane events, which have had long-lasting effects on the community's infrastructure and recovery efforts:

- **Hurricane Frances – September 2004:** Hurricane Frances made landfall on Florida's east coast, bringing sustained winds of 105 mph and causing extensive damage across St. Lucie County. The storm led to widespread power outages, with over 100,000 customers losing service for extended periods. Many residents faced outages lasting several days due to damaged power lines and infrastructure. Almost three million residents of Florida lost power during Frances and it was not until 9 days after the storm hit that almost all residents had power restored.[263]
- **Hurricane Jeanne – September 2004:** Just weeks after Hurricane Frances, Hurricane Jeanne struck the area, compounding the damage already inflicted by its predecessor. The storm caused additional outages, leaving many residents without power again. The cumulative effect of both storms highlighted the vulnerability of the region's electrical infrastructure. Across Florida, power was restored for almost all residents 6 days after Jeanne hit.[264]

[263] Florida Power and Light, "Power Delivery Performance," 2017, https://www.psc.state.fl.us/library/filings/2018/04225-2018/Support/Exhibit%2015/Matthew%20Final%20for%20Release%2011-17-17.pdf.
[264] Florida Power and Light, "Power Delivery Performance," 2017, https://www.psc.state.fl.us/library/filings/2018/04225-2018/Support/Exhibit%2015/Matthew%20Final%20for%20Release%2011-17-17.pdf.

- **Hurricane Matthew – October 2016:** Although Hurricane Matthew made landfall north of St. Lucie County, its strong winds and rain led to power outages affecting thousands of customers. The storm resulted in significant tree damage and downed power lines, with many residents experiencing outages that lasted from hours to days. For Florida writ large, power after Hurricane Matthew was largely restored after 2 days.[265]
- **Hurricane Irma – September 2017:** Hurricane Irma caused widespread destruction across Florida, including St. Lucie County. Over 100,000 customers lost power during the storm, and many remained without electricity for extended periods as utility crews worked to restore service in the aftermath. Many St. Lucie residents lost power on September 10 when the storm hit, and most had power restored by September 13. A small number of residents did not get power restored until September 16, though.[266] The storm underscored the need for improved infrastructure resilience.
- **Hurricane Milton – October 11, 2024:** Hurricane Milton was a Category 5 hurricane which made landfall in Sarasota County on the Gulf Coast of Florida. Its high winds and heavy rainfall led to 24 fatalities and billions of dollars in damage. Although it did not directly hit St. Lucie County, it spawned six tornadoes that caused widespread power outages in northern St. Lucie County. Almost 18,500 residents were without power on October 11, and nearly all of residents had power restored by October 14.[267]

FEMA DISASTER DECLARATIONS

While there are no FEMA declarations issued solely for power outages, several statewide declarations have resulted in widespread electric service interruptions across St. Lucie County. These declarations reflect the severity of the impacts from hurricanes and other significant weather events that have affected the region. They are listed in Table 102.

Table 102: Selected FEMA Disaster Declarations in St. Lucie County Associated with Power Failure

Incident Subcategory	Disaster Number	Declaration Date	Declaration Title
Hurricane	DR-1545-FL	9/10/2004	Major Disaster – Hurricane Frances
Hurricane	DR-1548-FL	9/26/2004	Major Disaster – Hurricane Jeanne

[265] Florida Power and Light, "Power Delivery Performance," 2017, https://www.psc.state.fl.us/library/filings/2018/04225-2018/Support/Exhibit%2015/Matthew%20Final%20for%20Release%2011-17-17.pdf.
[266] US Energy Information Administration, "Hurricane Irma cut power to nearly two-thirds of Florida's electricity customers," 2017, https://www.eia.gov/todayinenergy/detail.php?id=32992#:~:text=Power%20outages%20in%20Florida%20rose,%2C%20affecting%2064%25%20of%20customers.
[267] TCPalm, "Milton power update: Some Treasure Coast homes may not have electricity until Thursday," 2024, https://www.tcpalm.com/story/news/local/st-lucie-county/2024/10/12/hurricane-milton-over-40000-homes-still-without-power-saturday-in-vero-beach-fort-pierce-stuart/75646491007/; South Florida Sun Sentinel, "Map: Here are the updated power outages in Florida after Hurricane Milton," 2024, https://www.sun-sentinel.com/2024/10/10/map-see-where-hurricane-milton-has-knocked-out-power-across-florida/.

Incident Subcategory	Disaster Number	Declaration Date	Declaration Title
Hurricane	DR-4280-FL	10/9/2016	Major Disaster – Hurricane Matthew
Hurricane	DR-4337-FL	9/14/2017	Major Disaster – Hurricane Irma
Hurricane (preparedness)	EM-3419-FL	8/30/2019	Emergency Declaration – Hurricane Dorian
Hurricane (Public Assistance only)	DR-4468-FL	10/21/2019	Major Disaster – Hurricane Dorian
Hurricane	DR-4673-FL	9/29/2022	Major Disaster – Hurricane Ian
Hurricane	DR-4680-FL	12/13/2022	Major Disaster – Hurricane Nicole
Hurricane	DR-4834-FL	10/11/2025	Major Disaster – Hurricane Milton

Probability of Future Conditions

The probability of future power systems failures in St. Lucie County is influenced by a variety of factors, including the increasing frequency and intensity of tropical storms and hurricanes, the aging electrical infrastructure, and the challenges posed by rapid population growth and urban development. With Florida's climate becoming more unpredictable, the likelihood of severe weather events causing power outages is anticipated to rise. This trend necessitates careful planning and investment in infrastructure to ensure that the electric grid can withstand intensified storms and associated risks.

As development continues, particularly in densely populated areas such as Port St. Lucie and Fort Pierce, the demand for electricity is expected to grow. This increase in demand may outpace the capacity of the existing grid to deliver reliable service, resulting in a higher probability of outages, especially during peak load periods or severe weather events. With more residents and critical services reliant on a finite number of feeders, the consequences of even localized outages can be magnified, affecting a greater number of individuals and facilities.

The interconnectivity of the electrical grid in St. Lucie County means that outages can quickly cascade, impacting not just the immediate area but also critical services such as water and wastewater treatment, healthcare facilities, and emergency services. The risks associated with aging infrastructure, including potential equipment failures and the need for ongoing maintenance, further compound the probability of future power systems failures.

Additionally, as the area continues to see growth in electric vehicle (EV) adoption and the electrification of building systems, the demand for reliable power will intensify. This shift may require enhancements to the grid's capacity and resilience to manage increased loads and prevent cascading failures during outages. The development of vertical mixed-use buildings in urban centers will also heighten dependencies on elevators and life-safety systems, making reliable power a critical necessity for the safety and well-being of residents.

Vulnerability Assessment

St. Lucie County's exposure to power systems failure is primarily driven by tropical cyclones, severe thunderstorms, lightning, and indirect regional grid disturbances. Electric service is provided predominantly by FPL across the County and by the FPUA in the City of Fort Pierce; municipal utilities provide water/wastewater services but not retail electric in Port St. Lucie and unincorporated areas. Because both providers depend on a mix of overhead distribution and substation assets, even short outages can disrupt water/wastewater operations, traffic control, healthcare, and communications. Outage consequences concentrate where people and systems are densest, Port St. Lucie, Fort Pierce, the Town of St. Lucie Village, the barrier island (Hutchinson Island), and along major corridors (I-95, Florida's Turnpike, U.S. 1, A1A, SR 70, SR 68, Crosstown Parkway).

IMPACTS TO ASSETS

Table 103 provides a summary of the consequences of power systems failures. It discusses effects on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence.

Table 103: Consequence Analysis

Sector	Consequence
Public	Most likely effects are short-term loss of lighting, heating, ventilation, and air conditioning (HVAC), refrigeration, and communications; injuries are typically minor (slips and falls, improper generator use), but risk rises during hot, humid conditions for residents without backup cooling or for those dependent on powered medical devices.
First Responders	There is a temporary surge in emergency (911) calls, alarm activations, and "welfare checks." Radio and cellular congestion can degrade situational awareness. Stations rely on generators and fuel logistics. Extended outages require fuel resupply and prioritized access to traffic-signal control at major intersections.
Property, Facility, and Infrastructure	Structural damage is uncommon. Credible impacts include equipment trips at water and wastewater plants and lift stations, elevator entrapments, traffic signals defaulting to flash, and data and information technology disruptions at government and business facilities. Bridges over the Indian River Lagoon require rapid visual checks before returning to normal operations.
Environment	Principal concerns are localized sanitary sewer overflows from pump stations if backup power fails, and small hazardous-materials releases (fueling areas, cold storage) when refrigeration or containment controls lose power.
Economic Conditions	Losses stem from business interruption, product spoilage (food and biologics), overtime for inspections and generator operations, and supply-chain delays at the Port of Fort Pierce and local industrial and warehouse clusters; tourism-related businesses on the barrier island are sensitive to multi-hour outages.

Sector	Consequence
Public Confidence	Rumors spread quickly during visible outages. Clear messaging on the cause, restoration progress, and safety (generator use, food handling, and traffic) is essential to maintain trust and reduce repeat calls.

IMPACT ON COMMUNITY LIFELINES

FEMA's community lifelines are shown in Figure 77. Power systems failures poses a threat to these lifelines the ways listed below.

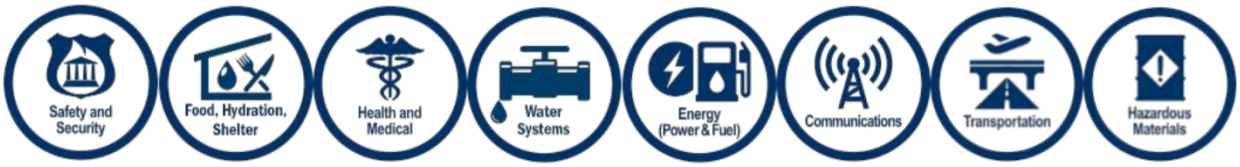

Figure 77: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Short outages can cause alarm activations and self-evacuations from multi-story buildings. Law enforcement prioritizes intersection control where signals are dark, while Emergency Management coordinates damage reconnaissance and prioritization with utilities and public works.
- **Food, Hydration, and Shelter:** Grocery and cold-storage facilities may pause operations for safety checks or generator transitions. If heat and humidity are high, cooling sites may be opened at facilities with reliable standby power and Americans with Disabilities Act (ADA)-accessible spaces.
- **Health and Medical:** Hospitals (Lawnwood Regional, HCA Florida St. Lucie, Cleveland Clinic Tradition) and dialysis centers operate on generators but require assured fuel resupply. Patient surge is typically from heat stress, anxiety, and power-dependent medical device users seeking charging.
- **Water Systems:** Water plants, wells, storage tanks, and wastewater lift stations depend on continuous power. Utilities prioritize generator coverage and portable pumps to avoid pressure loss and sanitary sewer overflows, with boil-water advisories possible after extended outages.
- **Energy (Power and Fuel):** Substation or feeder trips can cause localized blackouts. Restoration focuses on critical circuits (hospitals, EOC, major intersections) first. Retail fuel availability can be constrained if station generators are absent or fail.
- **Communications:** Cellular networks may congest and some towers can lose backup after prolonged events. Public alerting should use multiple channels (Integrated Public Alert and Warning System [IPAWS] and Wireless Emergency Alerts, social media, local media, municipal text and email lists).
- **Transportation:** Florida Department of Transportation (FDOT), County, and cities conduct rapid visual inspections of bridges and key arterials. Dark signals elevate crash risk until portable stop control or generator-powered temporary signals are deployed. Transit resumes after critical checks.

- **Hazardous Materials:** No systemic release is expected. Credible risks include small spills at fueling depots and industrial sites, and temperature-sensitive chemical instability in laboratories and cold storage. Standard spill control and reporting protocols apply.

IMPACTS DUE TO CHANGES IN DEVELOPMENT

Impacts due to changes in development include more people and assets on existing feeders. Continued growth in Port St. Lucie and infill and redevelopment in Fort Pierce and the barrier island increase the count of customers and critical loads per circuit, raising the number of people affected when a feeder trips, even the outage probability is unchanged.

In North County, the Towns–Villages–Countryside (TVC) Special Area Plan (buildout allowance of up to approximately 37,500 dwelling units, 5 million square feet of commercial/retail space, and 464 acres of industrial land) will add lift stations, booster pumps, data centers/telecom nodes, and cold-storage loads. Design standards should require equipment anchorage, level-of-service targets for standby power, and fuel resupply planning to keep essential services operating during multi-hour events.

Electrification and EV charging are also contributing factors. Growing EV adoption and all-electric building systems increase peak demand and reliance on uninterrupted power at multifamily sites, workplaces, and corridor charging hubs. Resilient design (islanding-capable solar plus storage at community nodes) can reduce cascading mobility impacts.

Vertical development and special occupancies present additional challenges. New mid-rise and mixed-use buildings in activity centers increase elevator and life-safety dependencies. Facilities with high-risk contents (clinics, labs, cold storage) should implement enhanced standby power and temperature-monitoring protocols.

IMPACTS ON POPULATIONS OF FOCUS

- **Low Income Residents:** Low-income residents in St. Lucie County face increased vulnerability during power outages due to limited resources and access to backup power solutions. Approximately 15% of the county's population lives below the poverty line, often relying on public assistance and community services. Many in this demographic do not own generators or battery storage, making them more susceptible to food spoilage and employment interruptions during outages. In addition, the stress of losing access to essential services like refrigeration for perishable items can lead to heightened anxiety and health risks, particularly in hot and humid conditions.
- **Elderly Population (Fixed Income):** The elderly population in St. Lucie County, which comprises about 20% of residents, often lives on fixed incomes averaging around $25,000 annually. This financial constraint limits their ability to invest in backup power solutions, making them particularly vulnerable during power outages. Many elderly individuals depend on electricity for critical medical devices, such as oxygen concentrators, and the loss of power can exacerbate health risks, especially during extreme heat. Additionally, the stress from prolonged outages can lead to increased health complications.

- **Low Lying Areas:** Residents in low-lying areas of St. Lucie County, which include portions of Fort Pierce and the barrier islands, are particularly at risk during power outages due to their susceptibility to flooding and storm surge. These areas often experience outages when severe weather strikes, as flooding can damage electrical infrastructure and disrupt service delivery. With elevations often less than 10 feet above sea level, these communities may face compounded challenges during outages, including the risk of losing access to potable water and essential services.
- **Substandard Mobile Homes:** Residents living in substandard mobile homes, which represent a small percentage of housing in St. Lucie County, are particularly vulnerable to the impacts of power outages. These structures often lack the necessary insulation and resilience to withstand prolonged outages, especially during extreme weather conditions. Many mobile homes do not have built-in backup power systems, making residents reliant on community resources for cooling and medical needs. For example, those who depend on refrigerated medications face significant risks during extended outages.

Radiological Accidents/Incidents

Definition

Radiological incidents involve the release of radioactive materials, which can occur due to nuclear power plant accidents, transportation accidents involving radioactive materials, or the use of radioactive sources in medical or industrial applications. The effects of a radiological incident depend on the type and amount of radiation released. Exposure can lead to acute health effects, such as radiation sickness, or long-term impacts, like increased cancer risk, depending on the level of exposure and the radiological isotopes involved.[268]

Location and Extent

St. Lucie County currently has one nuclear power plant located in Jensen Beach on Hutchinson Island. In the event of a radiological accident at the St. Lucie Nuclear Plant, several factors should be considered regarding the potential impact on nearby communities, including Port St. Lucie, Fort Pierce, and St. Lucie Village. The extent of the impact would largely depend on the severity of the incident, which could range from a minor release of radioactive material to a more serious situation. The prevailing weather conditions would influence how radioactive materials disperse in the atmosphere. Wind patterns could carry contaminants toward populated areas, increasing the risk to residents. Rainfall might also affect how these materials settle on the ground or in water sources. Therefore, the direct hazard location is unknown until the incident extent and weather conditions are determined.

[268] Benton County Minnesota, "Radiological Incident." https://www.co.benton.mn.us/270/Radiological-Incident.

EVACUATION ROUTES

The 10-mile zone surrounding the St. Lucie Nuclear Power Plant has been organized into specific evacuation and shelter areas to help local officials provide clear instructions based on your location during an emergency (Figure 78). Not everyone within the 10-mile radius is likely to be affected, as the impacts depend on factors such as wind speed, direction, and severity.

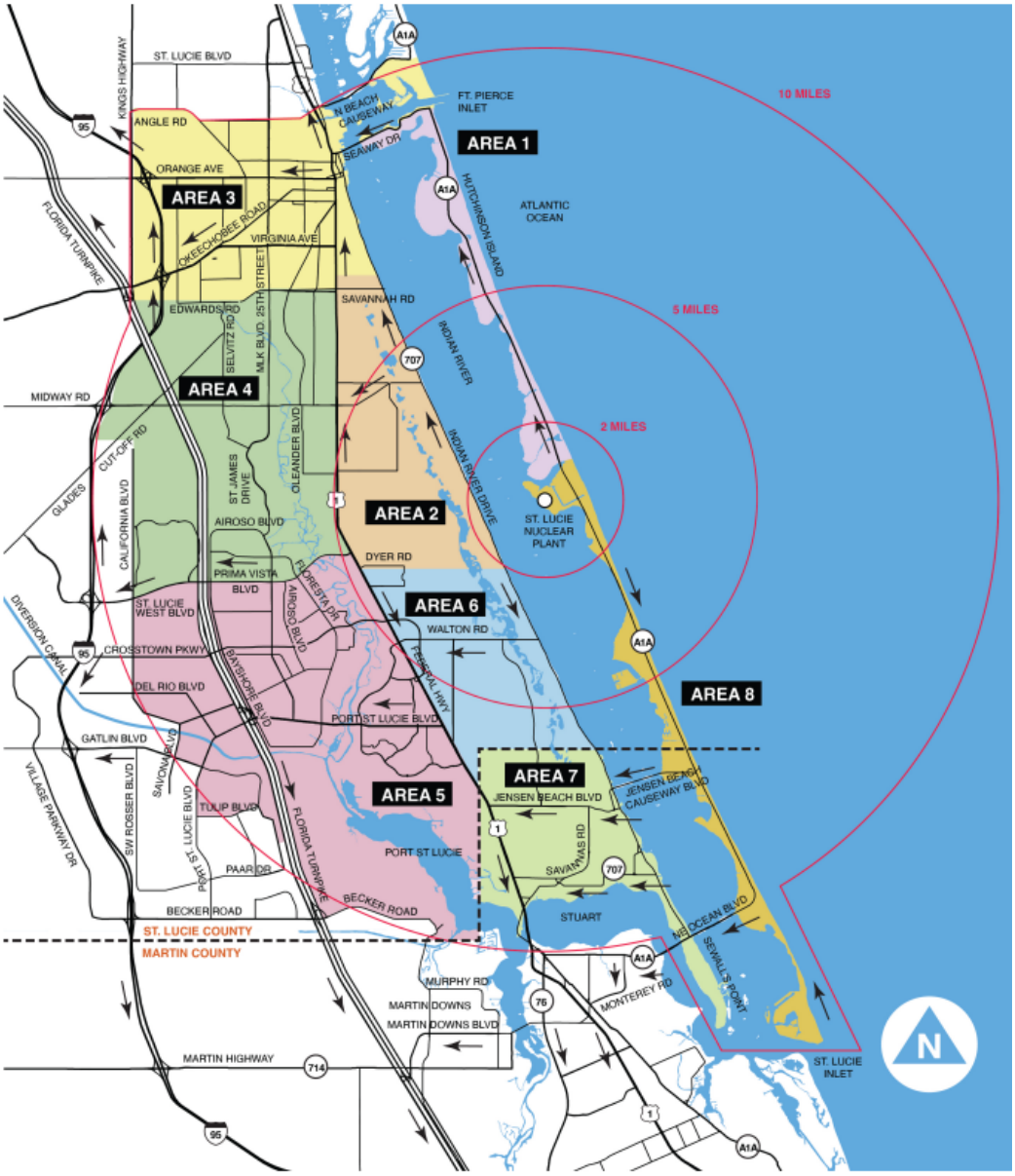

Figure 78: St. Lucie Nuclear Power Plant Evacuation Route Map[269]

[269] FPL, "Port St. Lucie Nuclear Power Plant Fact Sheet." https://www.fpl.com/content/dam/fplgp/us/en/clean-energy/nuclear/pdf/PSL-Fact-Sheet-English.pdf.

Individual evacuation areas are as follows.[270]

- Area 1 covers Hutchinson Island, extending north of the St. Lucie Nuclear Power Plant to Seaway Drive. The boundaries are as follows: North – St. Lucie Nuclear Power Plant; South-Seaway Drive; East – Indian River, and West – Atlantic Ocean.
  - To evacuate from Area 1, proceed southbound on Highway A1A, then west on Seaway Drive to Highway 1. Continue north and follow directions provided by law enforcement. Persons will be directed to a reception center in either Indian River County or Brevard County.
- Area 2 includes the region between the Indian River and Highway 1, from Savannah Road south to Dyer Road. The boundaries are North – Dyer Road; South – Savannah Road; East – Highway 1, and West – Indian River.
  - To evacuate from Area 2, proceed to Highway 1 and head north. Follow the directions given by law enforcement to reach a reception center in Indian County or Brevard County.
- Area 3 consists of the southern tip of North Hutchinson Island, including Fort Pierce Inlet State Park and Hutchinson Island north of Seaway Drive. On the mainland, it encompasses the area between the Indian River and Kings Highway from Belcher Canal south to Edwards Road and Savannah Road. Its boundaries are North – Edwards Road, Savannah Road, and Seaway Drive; South – North Beach Causeway and Belcher Canal; East – Kings Highway; West – Indian River.
  - To evacuate from Area 3, proceed to Highway 1 or Interstate 95 Northbound and continue north. Follow law enforcement directions to reach a reception center in Indian River County or Brevard County.
- Area 4 covers the area west of Highway 1, between Edwards Road and St. Lucie West Boulevard or Prima Vista Boulevard. The eastern boundary includes California Blvd., Interstate 95 (between Glades Cut-off Rd. and the Florida Turnpike), and the Florida Turnpike (north of Interstate 95 to interchange 152). The boundaries are North – St. Lucie West Blvd. and Prima Vista Blvd.; South – Edwards Rd.; East – Florida Turnpike, Interstate 95, and California Blvd.; West – Highway 1.
  - To evacuate from Area 4, proceed to Highway 1, the Florida Turnpike Northbound, or Interstate 95 Northbound and head north. Follow law enforcement instructions to reach a reception center in Indian River County or Brevard County.
- Area 5 includes the region in St. Lucie County west of HWY 1, between St. Lucie West Blvd and Prima Vista Blvd., extending south to Becker Rd. The western border is defined by California Blvd, Savona Rd, St. Lucie Blvd, Paar Dr, and the Florida Turnpike. Its boundaries are North – Savage Blvd. and Becker Rd.; South – Prima Vista Blvd. and St. Lucie West Blvd.; East – California Blvd., Savona Blvd., Darwin Blvd., and Paar Dr.; West – HWY. 1 and the St. Lucie/Martin County line.

[270] FPL, "Port St. Lucie Nuclear Power Plant Fact Sheet." https://www.fpl.com/content/dam/fplgp/us/en/clean-energy/nuclear/pdf/PSL-Fact-Sheet-English.pdf.

  - To evacuate from Area 5, proceed to Highway 1, the Florida Turnpike Southbound, or Interstate 95 Southbound and head south. Follow law enforcement instructions to reach a reception center in Palm Beach County.
- Area 6 comprises the area between the Indian River and Highway 1, from Dyer Rd. south to the St. Lucie County line. The boundaries are North – St. Lucie/Martin County line; South – Dyer Rd.; HWY 1; East – Atlantic Ocean; West – Indian River.
  - To evacuate from Area 6, proceed to Highway 1 and head south towards the Florida Turnpike Southbound or Interstate 95 South. Follow law enforcement guidance to reach a reception center in Palm Beach County.
- Area 7 includes northern Martin County, east of the Indian River and north of the St. Lucie River, which includes Jensen Beach and Sewall's Point. The boundaries are North – St. Lucie River, South – Martin County line; East – Martin County line and St. Lucie River; West – Indian River.
  - To evacuate from Area 7, proceed to Highway 1 and head south towards the Florida Turnpike Southbound or Interstate 95 South. Follow law enforcement directions to reach a reception center in Palm Beach County.
- Area 8 consists of Hutchinson Island from St. Lucie Nuclear Power Plant southward. The boundaries are North – St. Lucie/Martin County line; South – St. Lucie Nuclear Power Plant; East – Indian River; West – Atlantic Ocean.
  - To evacuate from Area 8, proceed to Highway 1 and head south towards the Florida Turnpike Southbound or Interstate 95 South. Follow law enforcement directions to reach a reception center in Palm Beach County.

EXTENT

The International Nuclear and Radiological Event Scale (INES) is a critical framework used to communicate the safety significance of nuclear and radiological events to the public. It helps in understanding the severity of such events through assessments based on three vital areas of impact:[271]

- **Impact on People and the Environment:** This area evaluates the doses received by individuals exposed to radiation and the extent of radioactive materials released into the environment. It helps determine potential health risks and environmental consequences.
- **Impact on Contamination Prevention Systems:** This assesses how effectively the systems designed to prevent the spread of contamination, such as radiological barriers and controls, are functioning. It considers the severity of the event at the facility site and the potential risk it poses to public safety.
- **Impact on Safety Systems (Defense in Depth):** This evaluates events where safety measures intended to prevent accidents did not operate as intended. It provides insight into the potential for

[271] IAEA, "The International Nuclear and Radiological Event Scale." https://www-ns.iaea.org/downloads/iec/ines_flyer.pdf.

the event to cause significant consequences, reflecting how close the event came to resulting in real hazards.

The INES rating assigned to an event is determined by the highest level of impact identified across the three areas.

Figure 79 displays the incident ratings for the INES.



Figure 79: The International Nuclear and Radiological Event Scale[272]

Table 104 lists the INES ratings and their descriptions.

Table 104: International Nuclear Event Scale Ratings[273]

Rating	Description
Below Scale/ Level 0	Represents events that have no significant radiation safety impact. These are minor incidents with no safety repercussions.
Level 1	Denotes a situation where the safety systems intended to prevent events are compromised, resulting in a degradation of safety. While not a significant threat, it indicates areas that need improvement.

[272] IAEA, "The International Nuclear and Radiological Event Scale." https://www-ns.iaea.org/downloads/iec/ines_flyer.pdf.
[273] IAEA, "The International Nuclear and Radiological Event Scale." https://www-ns.iaea.org/downloads/iec/ines_flyer.pdf.

Rating	Description
Level 2 and 3	These levels indicate more severe degradations of safety systems and may involve some consequences for people and the environment, though these are not considered severe.
Levels 4 to 7	Rating in this range indicates serious events, including at least one radiation-related death and/or the release of radioactive materials that necessitate implementing countermeasures to protect public health and safety.

Additionally, radiological incidents specifically pertain to the release or potential release of radiological substances, which can pose a threat to the health and the environment. Therefore, while all radiological incidents are Hazmat incidents, not all Hazmat incidents are radiological in nature.

Radiative material spills pose risks to public health and the environment, necessitating careful classification and response measures. When radioactive substances are inadvertently released, either through accidents or improper handling, they can lead to contamination of air, water, soil, and living organisms. Table 105 lists the radioactive material spill classifications.

Table 105: Radioactive Material Spill Classifications[274]

Radionuclide*	Emitter Type	Minor Spill Level per Millicurie (mCi)	Major Spill Level
C-14 (Carbon-14)	Beta	≤1 mCi	> 1 mCi
H-3 (Tritium)	Beta	≤10 mCi	> 10 mCi
P-32/33 (Phosporus-32&33)	Beta	≤ 0.1 mCi	> 0.1 mCi
S-35 (Sulfur-35)	Beta	≤ 1 mCi	> 1 mCi
I-125 (iodine-125)	Gamma	≤0.1 mCi	> 0.1 mCi
Ca-45 (Calcium-45)	Beta	≤1 mCi	> 1 mCi
Cr-51(Chromium-51)	Gamma	≤ 10 mCi	> 10 mCi
Se-75 (Selenium-75)	Gamma	≤1 mCi	> 1 mCi
Other Radionuclide		≤0.1 mCi	> 0.1 mCi

Note: Radionuclides are atoms that have an unstable nucleus and emit radiation as they decay.

Radionuclides are classified into three main types based on their decay process:[275]

[274] University of Nebraska-Lincoln, "Radioactive Material Spills and Radiation Accidents." https://safety.unl.edu/sites/unl.edu.business-and-finance.police.safety/files/media/file/s-RAM_spills._radiation_accidents.pdf.

[275] United States Environmental Protection Agency, "Radiation Basics." https://www.epa.gov/radiation/radiation-basics#:~:text=Gamma%20rays%20(%CE%B3)%20are%20weightless,beta%20particles%20during%20radioactive%20decay.

1. Alpha emitters: These release alpha particles, which consist of two protons and two neutrons. Alpha radiation can be stopped by a sheet of paper or the outer layer of human skin, but it can be hazardous if ingested or inhaled.
2. Beta emitters: These emit beta particles, which are high-energy, high-speed electrons or positrons. They can penetrate more materials than alpha particles but can still be shielded by materials like plastic or glass.
3. Gamma emitters: These emit gamma rays, which are high-energy electromagnetic waves. Gamma radiation is the most penetrating type of radiation and requires dense materials, such as lead or several inches of concrete, for effective shielding.

The range of intensities for radiological accidents, as classified by the INES, in St. Lucie County ranges from 1 anomaly to 7 major accidents.

JURISDICTIONAL IMPACTS

Hazard impacts refer to the adverse effects stemming from natural or human-induced events. These impacts include physical damage, human health concerns, and economic, environmental, and social impacts, as seen in Table 106.

Table 106: Impacts of Radiological Incidents, by Jurisdiction

Jurisdiction	Impacts
St. Lucie County	Radiological accidents in the county could lead to extensive damage to infrastructure and contamination of land and water sources. Health concerns may arise from radiation exposure, increasing the risk of cancer and other serious illnesses. Economically, the area might experience downturns due to business closures and reduced property values, while social effects could include diminished public trust in local authorities and heightened community anxiety. Additionally, environmental degradation could harm local ecosystems and agriculture, compounding the overall impact on the community.
City of Port St. Lucie	Radiological accidents in Port St. Lucie could lead to significant damage to infrastructure and ecosystems, impacting buildings and natural habitats. Human health concerns would be paramount, with potential exposure to radiation leading to acute and long-term health issues, including increased cancer risks. Economically, the region could face severe repercussions, including loss of property value, disruption of local businesses, and increased healthcare costs. Socially, an incident could erode community trust, lead to displacement, and create long-lasting anxiety in the community.
City of Fort Pierce	In Fort Pierce, accidents could lead to significant physical damage, particularly to infrastructure and the surrounding environment, as radioactive materials may contaminate land and water sources. Human health concerns would arise from exposure to radiation, potentially resulting in acute illnesses or increased long-term cancer risks. Economically, the area could suffer from decreased property values, loss of tourism, and costly cleanup operations. Socially, impacts may

Jurisdiction	Impacts
	include anxiety, displacement of residents, and strained public trust in local authorities and emergency response systems.
Town of St. Lucie Village	Incidents in the Village could lead to physical damage, including contamination of land and infrastructure, which may become uninhabitable or require extensive remediation. Human health concerns would arise from exposure to radiation, potentially leading to acute illnesses or increased long-term cancer risks. Economically, the area could suffer from declines in property values, loss of tourism, and increased healthcare expenses. Additionally, social effects might manifest as community anxiety, disrupted social cohesion, and disruption in local authorities and safety measures.

NATIONAL RISK INDEX

The NRI is a valuable tool for assessing hazards across communities in the United States; however, it does not evaluate radiological accidents as a significant hazard and will therefore not be included in this hazard profile.

Magnitude and Severity

The potential magnitude and severity of radiological accidents in St. Lucie County are significant due to the presence of the St. Lucie Nuclear Power Plant. A severe incident could result in the release of radioactive materials into the environment, posing immediate health risks to nearby residents and workers. Acute effects may include radiation sickness for those closest to the source, while broader populations could face long-term health consequences such as increased cancer risk.

Severity depends on multiple factors: The type of accident, the quantity of radioactive material released, prevailing weather conditions, and the effectiveness of emergency response measures. Beyond health impacts, a major radiological event could disrupt local economies, strain healthcare systems, and necessitate large-scale evacuations. Long-term consequences may include environmental contamination of land and water, impacts on agriculture and wildlife, and economic losses tied to property devaluation and tourism decline. Overall, the potential consequences of a radiological accident in St. Lucie County could be catastrophic, requiring robust preparedness and mitigation strategies.

Historic Events

No historic radiological accidents have occurred during this period in St. Lucie County.

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated with this hazard.

Probability of Future Conditions

The risk of radiological accidents is influenced by several factors, especially related to atmospheric changes and the St. Lucie Nuclear Power Plant. Nuclear power plants can be linked to potential accidents, and important aspects to consider include the plant's structural safety, operational protocols, and regulatory compliance.

Although nuclear accidents are rare, they can have severe consequences. The nuclear industry has strict safety measures in place to minimize risks from environmental changes. The Nuclear Regulatory Commission (NRC) regularly assesses these risks, considering atmospheric changes to ensure the safety of nuclear facilities.

While it's hard to determine the exact likelihood of radiological incidents due to future conditions, there are several factors that suggest an increased risk in certain scenarios. Atmospheric change can lead to more frequent extreme weather conditions, which can potentially compromise the safety of nuclear facilities, storage sites for radioactive materials, and other related infrastructures.

For example, rising sea levels and increased flooding can threaten coastal nuclear power plants, challenging their ability to maintain safe operations. Additionally, extreme heat can strain cooling systems, making it difficult to manage reactor temperatures. On the other hand, droughts could limit water availability for cooling processes.

Conversely, as atmospheric changes increase resource scarcity and prompt population displacement, the potential for human error or malicious intent may also rise in high-stress environments.

Vulnerability Assessment

St. Lucie County faces unique risks associated with radiological incidents from the St. Lucie Nuclear Plant. This assessment evaluates the vulnerabilities of community assets in the event of potential accidents involving the nuclear facility.

A variety of structures, including residential buildings, schools, hospitals, and critical infrastructures, are crucial in the event of a radiological accident at the nuclear plant. The integrity of these structures is vital for preventing exposure to radiation. Older buildings or those that have not been adequately maintained may lack features necessary for radiation protection. Additionally, transportation infrastructure such as highways and bridges should be assessed for their capacity to facilitate swift evacuation and emergency response in the aftermath of an incident at the facility.

The effectiveness of St. Lucie's systems, including public health, transportation, and communication networks, plays a critical role in disaster response to a radiological event. In the context of a nuclear accident, reliable communication channels are important to broadcast timely alerts and safety guidance to residents. Any weakness in these systems could obstruct evacuation efforts, delay emergency responses, and restrict access to medical care for those in need of immediate assistance.

Natural resources, such as parks, wildlife habitats, and historic or cultural sites in the county, may face contamination from a radiological incident at the nuclear plant. Preserving these assets is important for maintaining the community's ecological balance and cultural identity. Planning should prioritize the protection of these resources during a nuclear emergency to mitigate long-term ecological and cultural consequences.

Community activities, such as farmers' markets, cultural festivals, and sporting events, are integral to the social fabric and economic well-being of St. Lucie County. A radiological incident at the nuclear plant could endanger public safety and disrupt these activities, unfavorably impacting local businesses and community cohesion. Implementing resilience strategies is key to protecting these activities and ensuring ongoing community engagement, even during a crisis.

This assessment highlights the critical importance of understanding the numerous assets at risk in the event of a radiological incident at the nuclear plant. By addressing vulnerabilities among structures, systems, cultural resources, and community activities, St. Lucie County can enhance its preparedness and response capabilities. Collaborative efforts should focus on developing comprehensive emergency plans, bolstering infrastructure resilience, and ensuring effective communication to safeguard all community assets in the face of potential radiological risks.

IMPACTS TO ASSETS

Table 107 provides a summary of the effects of radiological accidents. It discusses the impact on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, public confidence, and the consequences of these impacts.

Table 107: Consequence Analysis

Sector	Consequence
Public	• Hospitals and clinics may experience an influx of patients requiring medical treatment due to exposure or injuries related to radiological exposure. • Fire departments, police, and emergency medical services could be directly impacted in their ability to respond effectively to radiological incidents. • Roads, bridges, and transportation systems may need to be closed or restricted during a radiological emergency to ensure public safety and facilitate evacuations. • The county's water supply systems could be affected, either through contamination or the need for shutdowns to prevent exposure. • Schools might be closed or evacuated, disrupting education and posing risks to children and staff. • Community centers could serve as evacuation centers or shelters, and their safety and readiness for such emergencies may be compromised. • Public parks and recreation areas could be contaminated and closed to the public, affecting local ecosystems and outdoor recreational activities.

Sector	Consequence
	• Businesses may experience closures, leading to economic losses and impacts on employment. • Transportation services could be disrupted, affecting commuter travel and access to essential services.
First Responders	• Specialized personal protective equipment (PPE) designed to shield first responders from radiation is critical. The need for more advanced gear can strain existing budgets. • First responders require extensive training in radiological safety and emergency procedures. This necessitates investment in ongoing education and drills, which can divert resources away from other essential training. • Vehicles used by first responders may need to be equipped with specialized tools and equipment for radiological detection and decontamination, requiring modifications or additional expenditures. • Radiological accidents necessitate the use of radiation detection and monitoring devices to assess contamination levels, which can quickly become an added financial burden if not accounted for in existing equipment inventories. • The establishment or enhancement of decontamination stations and facilities is critical for effective response; these require funding and space, impacting other operational facilities. • Effective communication is vital during emergencies. Ensuring that all parties, including inter-agency teams, have reliable systems in place can involve upgrades and costs, particularly for specialized communications during a radiological event. • As first responders may face psychological impacts from handling radiological incidents, mental health services and support systems are essential assets that may not have been fully budgeted previously. • Maintaining community trust and providing education about radiological safety may necessitate additional resources to communicate with the public effectively.
Continuity of Operations	• Fire, police, and emergency medical services may be affected as they respond to radiological incidents, requiring specialized training and equipment. • Hospitals and clinics might face challenges in treating contaminated individuals and managing health consequences. Their ability to operate can be severely disrupted. • Water, electricity, and gas services could be compromised, particularly if contamination affects the infrastructure or requires shutdowns for safety reasons. • Roads and public transit may be impacted due to contamination zones or evacuation routes, limiting access to and from affected areas. • Effective communication is crucial during an emergency; any disruption can hinder communication among agencies and the dissemination of information to the public.

Sector	Consequence
	• The capability of local government to respond effectively to the crisis and manage resources may be strained, affecting overall response time and effectiveness. • Educational institutions and community centers may need to close or adapt their operations based on safety assessments and contamination risks.
Property, Facility, and Infrastructure	• The St. Lucie Power Plant is a primary facility that could be directly affected. An accident at this site could lead to widespread repercussions. • Any industrial operations that utilize radioactive materials may be at risk, including factories and research laboratories. • Hospitals and medical centers that use radiological equipment, such as X-rays and radioactive treatments, could also face risks of contamination or evacuation. • Major roads, highways, and railways used for transporting materials, including radioactive substances, could be impacted, leading to potential access issues or accidents. • Water supply systems and sewage treatment facilities could be affected if contamination occurs, impacting public health and safety. • Homes and communities located near the nuclear power plant or other facilities that store radioactive materials may be impacted in the event of an accident • Local fire, police, and emergency response units may be affected, both in terms of operational challenges and resource allocation during an incident. • Schools, parks, and recreational facilities may also be affected if evacuation or contamination scenarios arise. • Natural resources, including nearby waterways, wildlife habitats, and agricultural land, could sustain environmental damage, affecting local ecosystems and food sources.
Environment	• Contamination of groundwater and surface water bodies, like the St. Lucie River, can occur, affecting drinking water sources and aquatic ecosystems. • Radiological releases can contaminate soil, impacting agricultural land and natural habitats, which may render land unusable for farming or habitation due to the potential health risks. • Local flora and fauna can be adversely affected by radiation exposure, leading to disruptions in the ecosystem and potential declines in species populations. • Inhalation of radioactive particles can degrade air quality, impacting public health and local wildlife. • Sensitive areas such as wetlands and coastal ecosystems may suffer from contamination and long-term ecological damage. • Parks, beaches, and other recreational areas could be rendered unsafe for use, affecting community well-being and tourism. • Areas of historical significance may also be at risk, impacting community heritage.

Sector	Consequence
Economic Conditions	• The county could see a decline in tourism due to safety concerns and negative publicity associated with radiological incidents. • Property values may decrease as residents and potential buyers may be wary of living near a site known for radiological risks. Long-term effects could lead to stagnation in the housing market. • Local farms and agricultural operations may suffer due to contamination fears, reduced marketability of produce, and potential loss of crops if radiation affects their safety. • Similar to agriculture, the fishing industry could be negatively impacted if waterways are contaminated, leading to restrictions on fishing and adverse perceptions about the safety of seafood. • Increased demand for healthcare facilities for radiation-related health concerns could strain resources and increase operational costs for hospitals and clinics. • Both homeowners and businesses may face increased insurance premiums as insurers adjust for the heightened risk associated with the area. • Job losses could occur in sectors directly affected by the radiological accident, as well as in related industries like tourism, agriculture, and healthcare. • Shops, restaurants, and other local enterprises may see decreased foot traffic and sales as residents and tourists avoid the area due to safety concerns.
Public Confidence	• Trust in healthcare providers and emergency response can diminish if the community feels unprepared for radiation exposure or contamination events. • The effectiveness of local authorities in managing emergencies and communicating with residents can greatly influence public confidence. Transparency and responsiveness are essential factors. • Concerns about contamination of local air, water, and soil can erode trust in environmental protection agencies and lead to fears about long-term ecological impacts. • The local economy may suffer from decreased property values, loss of tourism, and diminished business operations, which can undermine public confidence in economic recovery efforts. • Social connections and trust in neighbors can be strained as fear and misinformation spread in the community. • Confidence in disaster preparedness plans and community readiness is critical. If residents perceive that their safety measures are inadequate, trust in public institutions can wane. • Schools may face scrutiny regarding their safety protocols, affecting parental confidence in sending children to school.

IMPACT ON COMMUNITY LIFELINES

Radiological accidents can have the following implications for several lifelines in St. Lucie County.

- One of the first areas affected is Safety and Security. These incidents pose immediate threats to public safety, often requiring the implementation of evacuation or shelter-in-place orders.

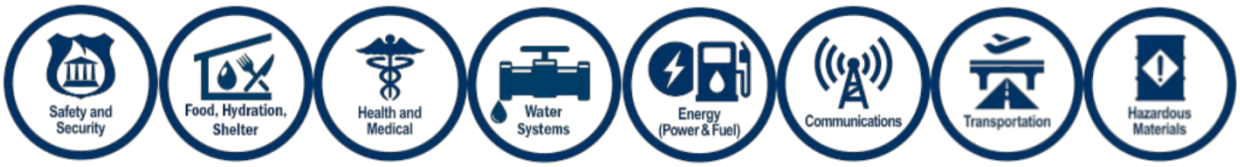

Figure 80: Federal Emergency Management Agency Community Lifelines

- Another critical area impacted is Food, Hydration, and Shelter. Contamination of local food and water supplies could render them unsafe for consumption, disrupting supply chains and potentially leading to shortages. This may require the establishment of temporary shelters for displaced individuals and coordinated efforts to deliver safe food and water to those in need.
- The Health and Medical lifeline also would be heavily impacted. Exposure to radiation can result in acute health effects, along with long-term concerns such as increased risk of cancer. Local healthcare facilities may face overwhelming demand for medical services, placing enormous strain on available resources and personnel.
- Water Systems could be compromised by contamination, necessitating extensive testing and remedial measures to ensure public safety. A loss of energy can directly affect emergency services and essential operations, complicating the response and recovery efforts.
- Communications systems are critical during radiological incidents, as clear and persuasive public communication is essential. Failures in these networks could lead to misinformation and confusion among residents, hindering the overall emergency response and contributing to public panic.
- Transportation networks may experience disruption; access routes could be closed due to safety concerns or contamination zones. This can impede emergency response efforts, complicate evacuation processes, and affect the delivery of goods and services.
- Lastly, Hazardous Materials management is inherently crucial following a radiological accident. The incident presents challenges related to the containment and cleanup of radioactive materials, as well as the proper management of waste to prevent further environmental and public health risks.

IMPACT DUE TO CHANGES IN DEVELOPMENT

Since the previous LMS update in 2021, St. Lucie County has enhanced its radiological accident preparedness by updating evacuation studies, improving emergency plans based on federal assessments, and seeking federal approval for a subsequent nuclear license renewal. These developments primarily focus on the St. Lucie Nuclear Power Plant. These developments have decreased the vulnerability of the entire county.

- Evacuation time estimates: St. Lucie County, in coordination with the state and federal government, completed an updated Evacuation Time Estimate (ETE) study in 2024. This study, developed in accordance with federal guidelines from the Nuclear Regulatory Commission (NRC), assesses traffic

flow during an evacuation and helps emergency planners identify and address potential chokepoints.[276]

- Infrastructure upgrades: The county and Florida Power and Light (FPL) updated the radiological emergency plan to account for equipment changes at the plant. One specific revision, documented in March 2018 but reflecting ongoing work, covered the upgrade of obsolete radiation monitors in Unit 1's Emergency Core Cooling System (ECCS).[277]
- FEMA assessments: In September 2019, following Hurricane Dorian, the Federal Emergency Management Agency (FEMA) conducted a Preliminary Capabilities Assessment (PCA) of St. Lucie County's and the State of Florida's radiological emergency response. FEMA determined that the preparedness of local responders remained adequate and provided "Reasonable Assurance" that the public would be protected in a radiological emergency.[278]
- NRC inspection plan: The NRC conducts ongoing, rigorous oversight of the St. Lucie Nuclear Plant. The latest publicly available inspection plan, updated in August 2025, schedules inspections through mid-2027 to ensure continued safety protocols are followed.[279]

IMPACTS ON POPULATIONS OF FOCUS

In St. Lucie County, at-risk populations face significant risks in the event of a radiological accident. These populations include resource-limited communities, the elderly, individuals with disabilities, and people with limited English proficiency. Resource-limited families may lack the resources to evacuate quickly or to seek medical assistance, increasing their vulnerability in a radiological emergency. The elderly often require specialized care and may have mobility issues, making it difficult for them to access safety measures or healthcare facilities promptly.

Individuals with disabilities may face additional barriers during such emergencies, including challenges in communication and transportation. Communities with limited English proficiency might struggle to understand emergency alerts, evacuation orders, and instructions, leading to confusion and increased risk of exposure to harmful radiation. These populations may not have the same access to information or support systems that others might possess, making targeted communication essential.

Furthermore, institutional settings, such as nursing homes and assisted living facilities, are particularly at risk due to their concentration of vulnerable individuals. In the case of a radiological incident, these facilities would require immediate action plans to ensure the safety and well-being of their residents.

[276] Nuclear Regulatory Commission, "St. Lucie Units 1 and 2-2024 Population Update Analysis." https://www.nrc.gov/docs/ML2422/ML24226A481.pdf.
[277] Nuclear Regulatory Commission, "St. Lucie Units 1 and 2, Radiological Emergency Plan-Revision 66." https://www.nrc.gov/docs/ML1810/ML18107A252.pdf.
[278] Nuclear Regulatory Commission, "(FEMA Letter NRC 09-06-19) Preliminary Capabilities Assessment-St. Lucie Nuclear Power Plant." https://www.nrc.gov/docs/ML1925/ML19253C793.pdf.
[279] Nuclear Regulatory Commission, "Saint Lucie Plant, Units 1 and 2-Report 05000335-2025005 and 05000389/2025005-updated Inspection Plan." https://www.nrc.gov/docs/ML2523/ML25232A212.pdf.

Additionally, the presence of schools and daycare centers in the county serves as another concern, as children are more susceptible to the effects of radiation exposure.

Overall, the interplay of socioeconomic factors, access to education, health care, and mobility notably affects the resilience of these at-risk populations in St. Lucie County during radiological accidents.

Transportation System Accidents

Definition

"Transportation system accident" is a broad term referring to any incident in the county's surface, rail, air, or marine networks that results in fatalities or injuries, damages to public or private property, releases hazardous materials (hazmat), or disrupts essential movement of people and goods.[280] This hazard category includes multi-vehicle crashes and mass-casualty collisions on highways; derailments or collisions on mainline rail; aircraft incidents during takeoff, landing, or overflight; and maritime groundings, collisions, or fuel/chemical spills in navigable waterways and port areas. Causes are typically a combination of human factors (inattention, impairment, excessive speed), mechanical failure, and environmental conditions (heavy rain, flooding, fog, high winds), sometimes compounded by infrastructure vulnerabilities such as work zones, intersections, bridges, or grade crossings.

In St. Lucie County, risk is shaped by the concentration of activity along major north-south corridors, Interstate 95, the Florida Turnpike, and U.S. 1, and by key east-west arterials that connect neighborhoods, employment centers, and the barrier island.[281] Figure 81 shows the primary roadways in the county,[282] and Figure 82 shows the strategic intermodal system facilities in the county. Two causeway bridge connections across the Indian River Lagoon create chokepoints where a serious crash can isolate parts of the barrier island and delay emergency response. The Florida East Coast (FEC) Railway mainline runs through the urbanized corridor, carrying both freight (including hazmat) and intercity passenger service; any derailment or grade-crossing incident can require evacuations, shelter-in-place orders, and prolonged roadway closures.

Treasure Coast International Airport (Fort Pierce) supports general aviation, flight training, air cargo, and federal missions.[283] Aviation incidents, while infrequent, are most likely during approach and departure and could affect adjacent developed areas. The Port of Fort Pierce and the Fort Pierce Inlet support cargo

[280] U.S. Department of Transportation, "Public Transportation Agency Safety Plan – Comparison of Definitions," https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/safety/public-transportation-agency-safety-program/118431/comparison-definitions-part-673-versus-part-659_1.pdf. Florida State Hazard Mitigation Plan, "Transportation Incident," 2023, https://flshmp-floridadisaster.hub.arcgis.com/pages/transportation-incident.
[281] St. Lucie Transportation Planning Organization, "Smart Moves 2045," 2021, http://www.stlucietpo.org/documents/SmartMoves2045_finalreport_rev.pdf.
[282] St. Lucie Transportation Planning Organization, "Smart Moves 2045," 2021, http://www.stlucietpo.org/documents/SmartMoves2045_finalreport_rev.pdf.
[283] St. Lucie County, "Treasure Coast International Airport," https://www.stlucieco.gov/departments-and-services/county-administration/airport.

movements, mega yacht service, and harbor transits.[284] Maritime accidents can range from vessel groundings to fuel or lubricant releases requiring containment and environmental response.

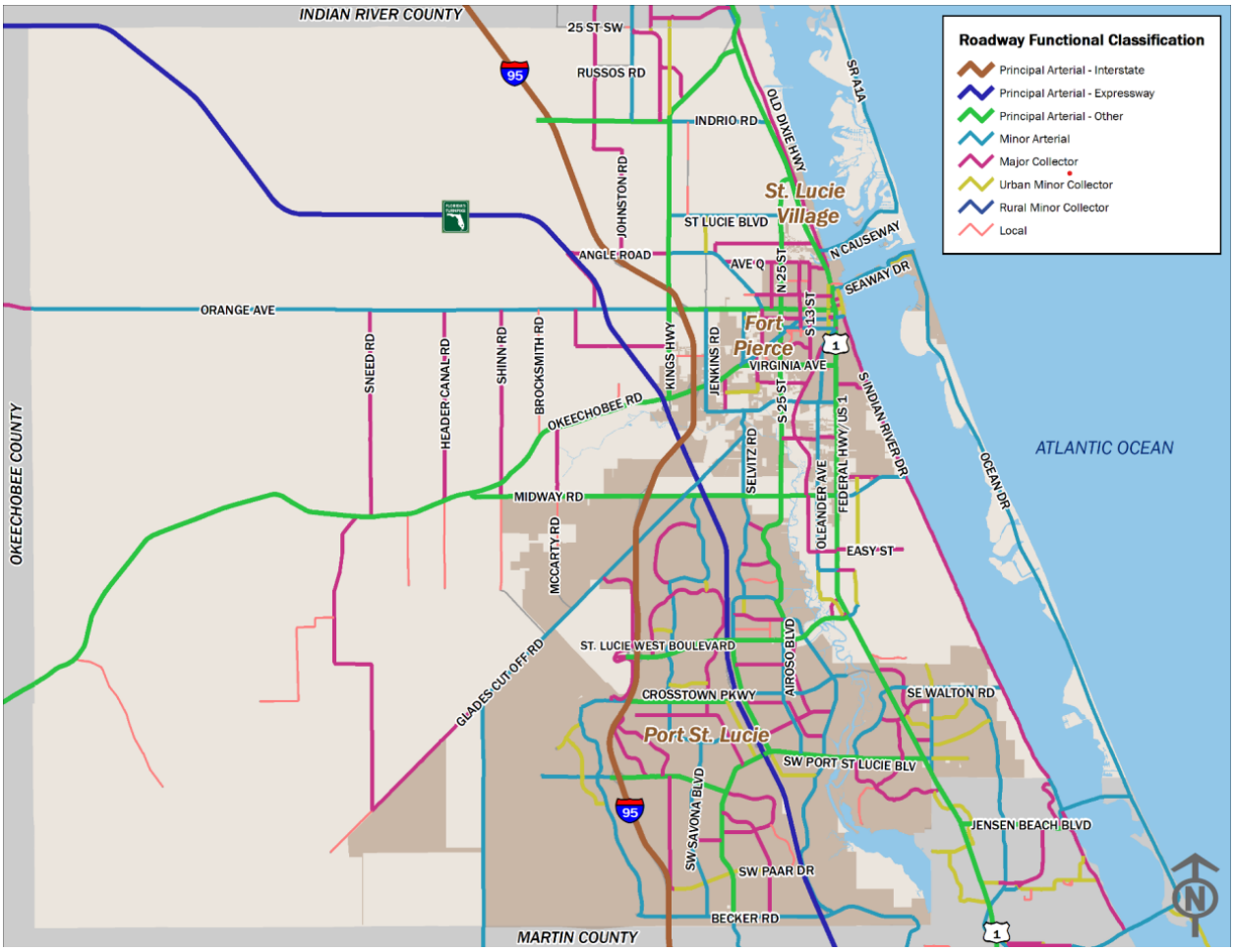

Figure 81: Roadways in St. Lucie County

Because these systems are interdependent, a single major accident, such as a hazmat release on I-95, a rail incident in the U.S. 1 corridor, or an aircraft crash near the airport, can generate cascading consequences. These include mass-casualty incidents, extended closures of critical routes, detours that strain alternate roadways, disruptions to public transit and school transportation, and short-term impacts on utilities, communications, and commerce. The County's planning approach therefore treats transportation system accidents as a multimodal, multi-agency hazard, emphasizing prevention (engineering and enforcement), preparedness (mass-casualty and hazmat capabilities), and rapid clearance and restoration to protect life safety and maintain mobility.

[284] Florida Ports Council, " Port of Fort Pierce," https://flaports.org/ports/port-of-fort-pierce/.

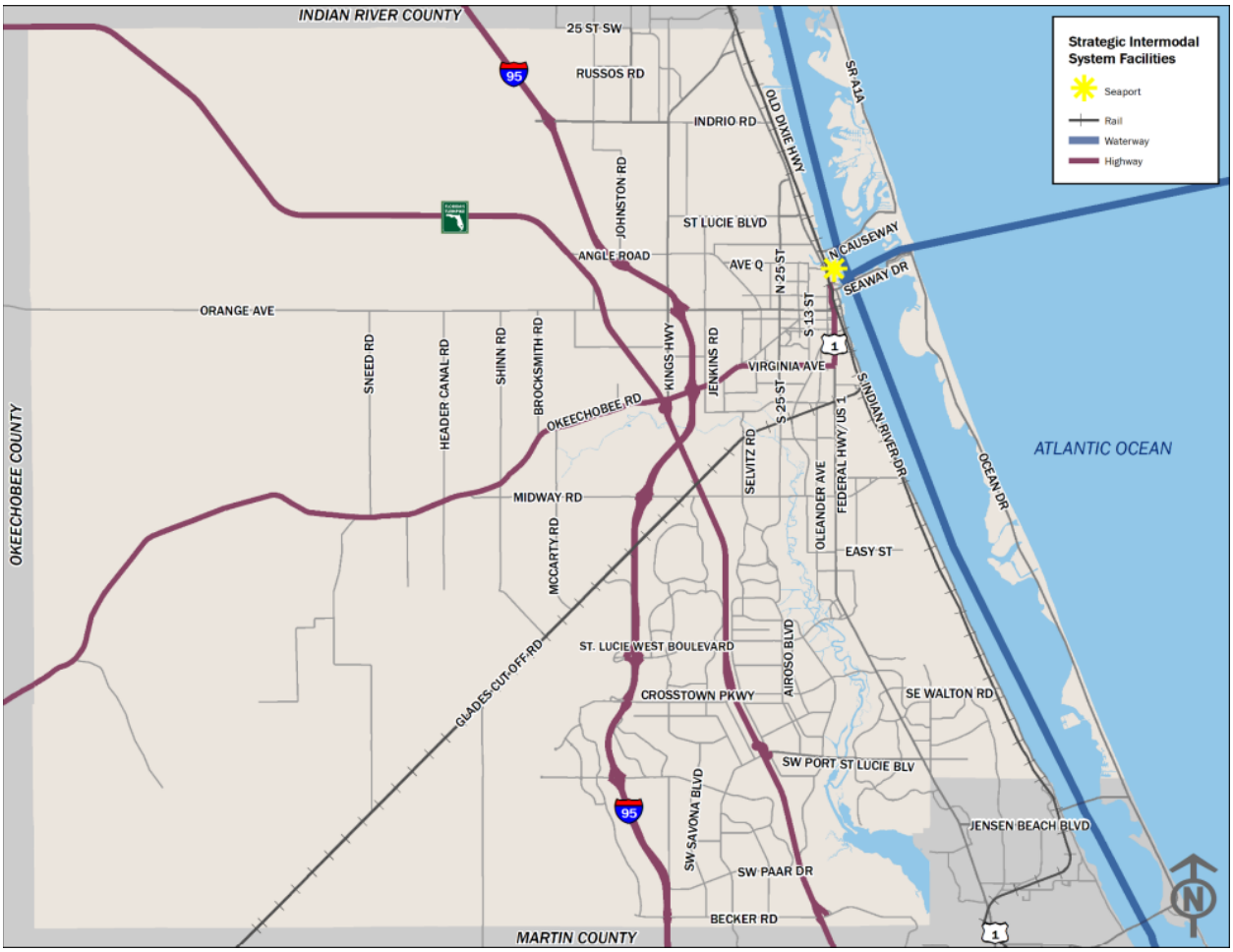

Figure 82: Strategic Intermodal System Facilities in St. Lucie County[285]

Location and Extent

Transportation system accidents can occur anywhere the county's multimodal network operates, but exposure is highest where people, vehicles, trains, vessels, and aircraft converge, and where network chokepoints exist. In St. Lucie County, the primary surface corridors are Interstate 95, the Florida Turnpike, U.S. 1, and A1A, with key east-west arterials such as Orange Avenue (SR 70/Okeechobee Road), W. Midway Road, Indrio Road, Prima Vista Boulevard, and Port St. Lucie Boulevard linking coastal and inland areas.[286] Two causeway bridges, the North Causeway and Seaway Drive/South Causeway, span the Indian River Lagoon to Hutchinson Island. Crashes on these bridges or their approaches can temporarily isolate the Hutchison Island and delay emergency response.

[285] St. Lucie Transportation Planning Organization, "Smart Moves 2045," 2021, http://www.stlucietpo.org/documents/SmartMoves2045_finalreport_rev.pdf.
[286] St. Lucie Transportation Planning Organization, "Smart Moves 2045," 2021, http://www.stlucietpo.org/documents/SmartMoves2045_finalreport_rev.pdf.

A mainline rail corridor parallels the urbanized U.S. 1 corridor through Fort Pierce and Port St. Lucie, creating multiple at-grade crossings where roadway-rail conflicts and hazmat movements elevate the potential for serious consequences. The Port of Fort Pierce and the Fort Pierce Inlet concentrate commercial, service, and recreational marine traffic. Vessel groundings or collisions in the inlet or lagoon can close channels and require environmental response. Treasure Coast International Airport (Fort Pierce) introduces an aviation exposure footprint most relevant during approach and departure. Incidents here, although rare, can affect adjacent developed areas and trigger multi-agency response.

Geographically, the hazard is countywide. High-speed segments of I-95 and the Turnpike present high-severity crash potential. Densely developed corridors along U.S. 1 and major arterials present high interaction density, more conflict points, driveways, and signals, and the two lagoon causeways represent critical single-thread links for the barrier island. Because these modes are interdependent, a serious incident in any one (e.g., a hazmat spill on I-95, a derailment along the rail corridor, a marine collision in the inlet) can cascade into detours, closures, and service delays across the broader network until clearance and inspections are complete.

EXTENT

Transportation system accidents in St. Lucie County encompass a broad spectrum of incidents that can have widespread implications for public safety and mobility. The extent of these accidents is influenced by the high volume of traffic and the variety of transportation modes present, including surface streets, railways, air travel, and maritime activities. Notably, the county's transportation network serves as a critical conduit for both local and regional movement, making it particularly vulnerable to disruptions.

The potential for serious incidents is heightened at key intersections and areas where multiple transportation modes intersect. For instance, high-traffic interchanges on Interstate 95 and the Florida Turnpike can lead to severe multi-vehicle collisions, especially during peak travel periods. Additionally, the presence of hazmat transported via trucks or rail increases the risk of catastrophic incidents that could result in spills or explosions, amplifying the consequences for surrounding communities.

St. Lucie County's extensive reliance on its rail network, particularly the FEC Railway, means that any accidents, such as derailments or grade-crossing incidents, can disrupt not only rail service but also impact the flow of road traffic and emergency responses. The potential for hazmat to be involved in these rail incidents adds another layer of risk, necessitating coordinated responses from multiple agencies to manage evacuations and containment.

Maritime activities at the Port of Fort Pierce and the Fort Pierce Inlet also contribute to the risk landscape. The concentration of commercial and recreational vessels in these waters can lead to accidents such as groundings, collisions, or fuel spills. These incidents can disrupt not only marine traffic but also impact the local economy, tourism, and environmental health, requiring extensive emergency response measures.

JURISDICTIONAL IMPACTS

Serious transportation incidents in St. Lucie County are most likely where high volumes, high speeds, hazmat, or chokepoints intersect along I-95, the Florida Turnpike, U.S. 1, major east-west arterials, the FEC Railway corridor, the Port of Fort Pierce/Intracoastal-Inlet, and the two causeway bridges to Hutchinson Island. Although day-to-day crashes are typically localized, low-frequency/high-consequence events, such as multi-vehicle collisions, rail derailments, hazmat releases, marine groundings, and aircraft incidents, they can create countywide mobility and public safety impacts through closures, evacuations, or detours (see Table 108 for jurisdictional responsibilities and hazard-specific impacts).

Table 108: Impacts of Transportation System Accidents, by Jurisdiction

Participant	Impacts
St. Lucie County	St. Lucie County experienced has countywide exposure across the interstate and turnpike system, the U.S. 1 corridor, and at-grade rail crossings. A major crash or hazmat spill on I-95 or the Turnpike can shut down lanes for hours and force detours onto parallel arterials. Causeway incidents can temporarily isolate Hutchison Island, complicate Emergency Medical Services (EMS) transport, and require coordinated marine and bridge inspections. The County is responsible for mass-casualty response, unified command for hazmat, traffic incident management, and rapid clearance to restore mobility.
City of Port St. Lucie	The City of Port St. Lucie has the highest population and vehicle miles traveled in the county. Multiple entrances and exits along I-95 (Becker Rd, Gatlin Blvd, Traditional Pkwy, Crosstown Pkwy, St. Lucie West Blvd) and the Turnpike (Becker Rd, Port St. Lucie Blvd) concentrate high-speed merge and weave conflicts. There are also busy interstate entrance and exits located at Midway Rd, State Road 70, State Rd 68, and Indrio Rd, and a Turnpike entrance/exit at State Rd 70 just west of I-95. The U.S. 1 corridor and the adjacent FEC mainline create numerous driveway, intersection, and rail grade-crossing conflict points. A derailment or prolonged crossing blockage would affect north-south mobility and delay emergency response. Large commercial districts, including St. Lucie West and Tradition, amplify the potential consequences of a mass-casualty crash during peak periods.
City of Fort Pierce	The City of Fort Pierce faces elevated multimodal risk due to the close proximity of its port, rail, and downtown grid. State Road 70/Okeechobee Road and U.S. 1 carry heavy truck and commuter traffic between I-95, the Turnpike, and the waterfront. Serious crashes or a hazmat release can shut down key gateways into the city. The Seaway Dr. and North Causeway bridges serve as single-thread links to Hutchinson Island. Incidents on the span or at their approaches can restrict access to residential areas, school, and tourist destinations. Port and inlet operations also introduce the potential for marine collisions, groundings, and small fuel releases that may require environmental response.
Town of St. Lucie Village	The Town of St. Lucie Village has lower traffic volumes but limited access routes, including Old Dixie Highway, North Indian River Drive, and connections to U.S. 1. A single major crash, rail blockage, or nearby hazmat incident could constrain ingress and egress and delay EMS. The town's neighborhood streets, older

Participant	Impacts
	subdivisions, and proximity to the lagoon underscore the importance of clear detour planning and shelter-in-place guidance during short-duration closures.

NATIONAL RISK INDEX

The National Risk Index is a valuable tool for assessing various hazards across communities in the United States. However, it does not evaluate transportation system accidents as a significant hazard, so they are not included in this particular hazard profile.

Magnitude and Severity

Transportation system accidents range from frequent, low-severity, single-vehicle crashes to low-frequency/high-consequence events, such as multi-vehicle mass-casualty crashes, rail derailments involving hazmat, aviation incidents during approach or departure, and marine collisions and groundings in the inlet. Severity in St. Lucie County is best expressed by the number of people affected, the duration of network disruption, geographic extent, and hazmat involvement, and this assessment for the possibility that even site-specific incidents can cascade into corridor- or county-wide impacts when they occur at chokepoints, such as interstate interchanges, causeways, rail crossings, and port and airport approaches.

Table 109: County Severity Classification – Transportation System Accidents (all modes)

Level	People Affected	Network Disruption	Geographic Extent	Hazmat/ Secondary Effects	Example
Minimal	0–1 fatalities; 0–4 injuries	Lane closure under 2 hours; localized detour	Single intersection or road segment	None; no release	Single-vehicle crash on arterial; fender-bender at signal; small vessel collision with no spill
Limited	0–2 fatalities; 5–20 injuries	Closure of 2–8 hours; peak-period delay; school/transit detours	1–3 miles of corridor; one causeway approach	Minor fuel spill contained on scene; no evacuation	Multi-vehicle crash on U.S. 1; tractor-trailer jackknife on I-95; small GA aircraft runway excursion (no fire)
Significant	3–5 fatalities and/or more than 20 injuries (mass-casualty incident)	Closure of 8–24 hours; long detours; suspension of bridge openings/rail movements	Corridor or facility closed; barrier island access constrained	Moderate release requiring isolation or shelter-in-place; short-term waterway closure	Bus crash on interstate; major crash on Seaway/North Causeway blocking island access; vessel collision with recoverable fuel spill in inlet

Level	People Affected	Network Disruption	Geographic Extent	Hazmat/ Secondary Effects	Example
Major/ Catastrophic	More than 5 fatalities and/or more than 50 injuries	Closure exceeding 24 hours; multi-day detours; port/airport operations curtailed	Countywide ripple effects; multiple corridors impacted	Significant hazmat release with evacuation; extended channel closure; long-duration utility outage	Freight rail derailment with hazmat on the FEC mainline; large aircraft crash near Treasure Coast International Airport; tanker crash on Turnpike/I-95 with fire

MODE-SPECIFIC CONSIDERATIONS

Each transportation mode presents distinct risks and operational challenges that influence severity and response strategies.

- **Roadway (I-95, Florida Turnpike, U.S. 1, and causeways):** Severity increases with speed, vehicle mix (e.g., heavy trucks and buses), and location, particularly at bridges and interchanges. Incidents on causeways can temporarily isolate Hutchinson Island.
- **Rail (FEC mainline):** Derailments or grade-crossing collisions can close adjacent roadways and, if hazmat is involved, may require evacuation or shelter-in-place.
- **Aviation (Treasure Coast International Airport):** Incidents are most likely during takeoff and landing. Even without fire, airport closures for investigation can disrupt regional logistics and emergency medical transport.
- **Marine (Port of Fort Pierce, Inlet, and Indian River Lagoon):** Collisions or groundings can close channels, delay marine commerce, and cause fuel or lube oil releases that require booming and cleanup.

Minor roadway crashes occur daily and are managed through routine incident response. Significant and major events are rare, but planning treats them as credible threats based on traffic volumes, hazmat flows, and the presence of single-thread links, such as causeways, key interchanges, and the rail corridor.

Historic Events

In the past several years, St. Lucie County has experienced multiple high-profile transportation system accidents involving roadway, rail, marine, and aviation components. While none have risen to the level of a FEMA-declared disaster, several incidents caused significant casualties, roadway closures, and hazmat responses, illustrating the county's exposure along its multimodal corridors. The most frequent events involved major highway crashes on I-95 and the Florida Turnpike, occasional railway fatalities or vehicle-train collisions along the FEC Railway corridor, and isolated aviation and marine accidents near Fort Pierce (see Table 110).

Table 110: Selected Transportation System Accidents

Date	Incident Type	Location	Summary of Impacts
8/27/2019	Multi-vehicle crash/hazmat spill	I-95 northbound near Midway Rd	A collision involving three semi-trailers caused a diesel spill and a multi hour interstate closure. Cleanup required environmental response.
3/6/2021	Vehicle-train collision (fatal)	FEC Railway at Edwards Rd, Fort Pierce	A passenger vehicle was struck by freight train at grade crossing. One fatality occurred, and the rail line was closed for several hours pending investigation.
9/3/2022	Mass-casualty traffic crash	Florida Turnpike near Port St. Lucie Blvd	A multi-vehicle crash resulted in eight injuries and two fatalities. Northbound lanes were closed for approximately six hours, and the incident drew regional EMS support.
3/30/2024	Small aircraft emergency landing	Treasure Coast International Airport	A private aircraft on a training flight with two passengers stalled and crashed at Treasure Coast International Airport. One passenger was injured and the other died.[287]
5/17/2024	Marine collision/ fuel release	Fort Pierce Inlet	A recreational vessel collided with a channel marker, causing a minor fuel spill. The U.S. Coast Guard coordinated containment and conducted a channel inspection.

OBSERVED TRENDS

Patterns observed across transportation modes in St. Lucie County indicate several recurring risk factors.

- Roadway incidents are the most frequent and severe, accounting for the majority of fatalities and injuries. Crash data from the Florida Department of Transportation (FDOT) District 4 and local law enforcement indicate a persistent clustering near I-95 interchanges, U.S. 1, and Crosstown Parkway.[288]
- Rail-related incidents remain relatively infrequent but continue to occur at grade crossings, particularly where high-speed or high-volume roads intersect with the FEC Railway, most notably in Fort Pierce.

[287] Will Greenlee, "Emergency declared before fatal plane crash at Treasure Coast International Airport," *TCPalm,* 2024, https://www.tcpalm.com/story/news/local/st-lucie-county/2024/04/24/emergency-declared-by-instructor-before-deadly-plane-crash-in-slc/73436339007/?gnt-cfr=1&gca-cat=p&gca-uir=false&gca-epti=z111080e111080v000001&gca-ft=206&gca-ds=sophi.
[288] Florida Highway Safety and Motor Vehicles, "Florida Crash Dashboard," 2025, https://www.flhsmv.gov/traffic-crash-reports/crash-dashboard/.

- Marine and aviation events are rare but often consequential, due to the proximity of sensitive waterways and developed corridors. Even minor spills or closures can result in significant operational impacts to port infrastructure and tourism assets.

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated with this hazard.

Probability of Future Conditions

Transportation system accidents in St. Lucie County represent a high-probability, moderate- to high-consequence hazard. Unlike geologic or meteorological events, transportation accidents occur frequently due to constant exposure of the traveling public and freight movement across highways, rail lines, waterways, and airspace. The probability of future incidents is therefore driven not by natural variability, but by factors such as traffic volume growth, infrastructure age, human behavior, hazmat transport, and weather-related influences on mobility and safety.

PROBABILITY CHARACTERIZATION

The following summary outlines the expected likelihood and contributing factors for transportation system accidents over the next five years:

- **Overall Probability:** High
- **Trend:** Increasing slightly due to sustained population and vehicle growth
- **Primary Drivers:** Traffic volume, multimodal freight movement, and aging infrastructure

DRIVERS AND MODIFIERS

- **Highway Traffic Growth and Crash Trends:** FDOT projects continued traffic volume increases along I-95, the Florida Turnpike, and U.S. 1, driven by Port St. Lucie's rapid growth. From 2019 to 2023, the county averaged 35 to 40 traffic fatalities annually and over 3,000 reportable crashes per year, according to FDOT's Crash Analysis Reporting System data. Although most crashes are minor, the high percentage of high-speed and multi-vehicle collisions along the interstate system means the potential for mass-casualty or hazmat incidents remains credible.
- **Freight and Hazmat Movement:** The FEC Railway carries mixed freight, including petroleum products, chemicals, and intermodal cargo. FDOT's Rail System Plan classifies the FEC mainline through St. Lucie County as a Class IV freight corridor with hazmat-carrying potential. Hazmat incidents remain rare, but the risk of low-frequency, high-impact derailments or highway tanker accidents persists, particularly at grade crossings in Fort Pierce or at Turnpike and I-95 rest areas where fuel transport volumes are high.
- **Marine and Aviation Activity:** Port and inlet activity at Fort Pierce Harbor is expected to increase with redevelopment of the Port of Fort Pierce and associated maritime uses, slightly increasing the likelihood of marine collisions or minor fuel releases. At Treasure Coast International Airport, most

operations are general aviation. Although incidents are infrequent, mechanical failures or training accidents occasionally occur, maintaining a low but persistent probability of aircraft emergencies.

- **Environmental Factors:** Environmental factors can directly influence accident probability in the following ways:
  - Heavy rainfall and localized flooding can increase hydroplaning, reduce visibility, and increase crash risk on major corridors.
  - Corrosion and maintenance needs on bridges and causeways may require periodic inspections or short term closures, which can indirectly increase congestion and crash risk on detour routes.
  - Hurricane evacuation surges temporarily increase vehicle volumes across major corridors, raising exposure.
- **Technological and Behavioral Factors:** Driver distraction, speeding, and impaired driving continue to be leading causal factors in severe crashes. FDOT's statewide emphasis on Vision Zero and Complete Streets aims to mitigate these through design and enforcement, though full implementation will take years. Emerging technologies (e.g., automated vehicles, connected traffic systems) may reduce long-term crash rates, but these benefits are unlikely to substantially affect probabilities in the near term.

Table 111 summarizes the expected probability and incident types across three planning horizons.

Table 111: Qualitative Probability Summary

Horizon	Most Probable Incident Types	Expected Frequency	Probability
0–5 years	Highway multi-vehicle crashes, rail–vehicle collisions, small-vessel groundings	Several annually (routine); 1–2 significant (mass casualty or hazmat) events	High
6–20 years	Continued roadway crashes; increasing marine and freight-related exposure	Steady increase driven by population growth	High
21–30 years	Automated systems may modestly reduce routine crashes, but exposure remains due to population and freight expansion	Slight decline in crash rate; increased system complexity	Moderate to High

Vulnerability Assessment

High traffic volumes, aging infrastructure, and the presence of hazardous materials in transit contribute to the likelihood of incidents occurring across the county's extensive multimodal network. Populations with limited mobility, limited transportation options, or limited resources may face greater impacts during transportation incidents due to barriers accessing timely emergency services and detour routes. Additionally, geographical factors such as low-lying areas and chokepoints, like the causeway bridges, further exacerbate the challenges posed by such incidents. As the county continues to grow, the interplay

of these vulnerabilities will necessitate ongoing attention to ensure that all residents are adequately protected and that response strategies are inclusive and effective.

IMPACTS TO ASSETS

Transportation incidents in St. Lucie County most threaten assets where high volumes, high speeds, hazmat, or chokepoints intersect along I-95, the Florida Turnpike, U.S. 1, the two Indian River Lagoon causeways, the FEC Railway corridor, Treasure Coast International Airport, and the Port of Fort Pierce/Inlet. Fort Pierce functions as the county's multimodal hub (including rail yards, trucking centers, and the port), while St. Lucie Village sits beneath the airport approach. Serious incidents at these locations have blocked highways and could require evacuations or shelter-in-place orders near rail lines or hazmat sites. The Port lies in the Indian River Lagoon National Estuary, increasing the environmental consequences of any spill; the County, the U.S. Coast Guard, and partners maintain an Area Contingency Plan for oil-spill readiness. The County also tracks 56 extremely hazardous substance facilities under EPCRA Section 302, underscoring the need for hazmat preparedness along transport corridors.

Table 112 provides a summary of the consequences of transportation system accidents. It discusses effects on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence.

Table 112: Consequence Analysis

Sector	Consequence
Public	There is potential for mass-casualty injuries or fatalities in high-speed, multi-vehicle highway crashes. Exposure is elevated at rail grade crossings and on the Seaway and North Causeway bridges, where an incident can temporarily isolate Hutchinson Island and delay EMS access.
First Responders	Demands may include traffic incident management, hazmat operations, and multi-agency unified command. Highway blockages in Fort Pierce and along interstate/Turnpike segments can stretch resources until lanes reopen and rail lines clear.
Continuity of Operations	Closures on I-95, the Turnpike, or U.S. 1 or prolonged rail crossings can disrupt government services, school transport, and hospital access. Documented incidents have blocked highways in Fort Pierce, requiring detours and delaying shift changes.
Property, Facility, and Infrastructure	Damage may range from vehicle and track/bridge impacts to runway or channel closures. The FEC mainline and Strategic Intermodal System-designated corridors concentrate consequence if a derailment or tanker crash occurs. Airport approaches over St. Lucie Village add localized aviation exposure.
Environment	Credible outcomes include fuel/chemical releases from highway tankers, railcars, or vessels; consequences are heightened at the Port of Fort Pierce because it sits in the Indian River Lagoon National Estuary. The County and U.S. Coast Guard use the Area Contingency Plan to coordinate response.

Sector	Consequence
Economic Conditions	Lane, bridge, rail, or channel closures may disrupt freight and tourism, delay just-in-time deliveries, and increase overtime costs. The LMS identifies economic disruption as a core consequence class for transportation accidents.
Public Confidence	High-visibility incidents, such as hazmat spills and derailments, can erode trust. Timely clearance, transparent updates, and clear detour guidance help maintain confidence during investigations and cleanup.

IMPACT ON COMMUNITY LIFELINES

FEMA's community lifelines are shown in Figure 83. Transportation system accidents pose threat to these lifelines in the ways listed below.

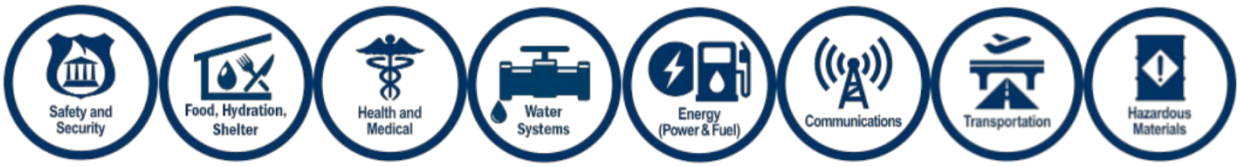

Figure 83: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Major crashes, rail incidents, or a hazmat release can rapidly overwhelm 911 with calls for assistance and traffic control. Law enforcement and emergency management would stand up unified command, secure perimeters (especially around bridges, grade crossings, and incident scenes), and manage evacuations or shelter-in-place orders if hazmat is involved.
- **Food, Hydration, and Shelter:** Short-duration interstate or causeway closures can delay grocery and fuel deliveries and interrupt store operations until detours clear. If a large accident produces evacuations (e.g., rail or tanker hazmat), short-term sheltering, reception, and feeding may be needed for affected neighborhoods or stranded travelers.
- **Health and Medical:** Mass-casualty highway crashes or multi-vehicle incidents can create a surge at emergency departments and require regional EMS mutual aid. Detours and blocked interchanges may slow ambulance transport times. Hospitals rely on redundant utilities and helipad/air-ambulance access if road routes are constrained.
- **Water Systems:** Collisions that damage hydrants, valves, or lift stations can cause localized service interruptions or sanitary sewer overflows until crews isolate and repair lines. Large scenes may require sustained water supply for firefighting and decontamination, drawing on city and county utility coordination.
- **Energy (Power and Fuel):** Tanker crashes or substation/line strikes during roadway incidents can trigger localized outages and fuel interruptions. Protective relays may trip until inspections are complete. Generators at critical facilities (emergency operations center, hospitals, water/wastewater plants) mitigate impacts, while fuel resupply to responders is prioritized during extended closures.

- **Communications:** Big, visible incidents can congest cellular networks and require priority messaging to reduce rumors and secondary crashes. Public information focuses on detours, estimated clearance times, and protective actions (e.g., avoid the area, shelter-in-place near a rail hazmat scene).
- **Transportation:** Closures on I-95, the Florida Turnpike, U.S. 1, or the North Causeway/Seaway (South) Causeway bridges can cascade into long detours and delay lifeline services to Hutchinson Island and coastal neighborhoods. Rail incidents along the FEC corridor may block multiple cross-streets simultaneously, while marine or aviation incidents can temporarily close channels or runways pending inspection.
- **Hazardous Materials:** Highway tankers, rail tank cars, fuel docks, and vessel bunkering create low-frequency but high-consequence spill potential. A release may require isolation zones, evacuations, environmental containment/booming, and air/water monitoring. Rapid identification of the product, plume modeling, and coordinated cleanup are essential to restore nearby neighborhoods, waterways, and corridors.

IMPACT DUE TO CHANGES IN DEVELOPMENT

Planned and ongoing growth in St. Lucie County will raise exposure to transportation system accidents primarily by putting more people and trips onto a limited number of high-speed corridors and chokepoints. This is not because the transportation network is new to risk, but because volume, mix, and complexity are increasing. The county's population was about 322,000 in 2020 and continues to climb, which translates directly into higher vehicle miles traveled, more freight and delivery traffic, and greater demand for bridge, port, rail, and airport operations.

The following are key development trends with implications for accident consequences:

- **Northern County/TVC buildout:** The North St. Lucie County Towns, Villages and Countryside (TVC) Special Area Plan entitles up to 37,500 dwelling units, roughly 5 million square feet of nonresidential space, and several hundred acres of industrial use. As this area builds out, traffic will intensify at I-95/Florida Turnpike interchanges and along connecting arterials, increasing the likelihood that a single serious crash or hazmat incident produces corridor-length closures and multi-jurisdiction detours.[289]
- **Corridor Chokepoints:** Growth along I-95, the Florida Turnpike, U.S. 1, and the two Indian River Lagoon causeways extends runs of single-thread links. A major crash on Seaway (South) Causeway or North Causeway can temporarily isolate Hutchinson Island, delay EMS, and require coordinated marine/bridge inspections before reopening.
- **Rail Exposure:** The FEC Railway carries freight (including hazmat) and intercity passenger trains through the county. Higher train frequency raises the exposure window at numerous U.S. 1 corridor grade crossings, increasing the consequence of a collision or prolonged blockage for adjacent neighborhoods and emergency response.

[289] St. Lucie County, "Towns, Villages and the Countryside Element," https://www.stlucieco.gov/home/showpublisheddocument/2024/638085263686970000.

- **Port Redevelopment:** Port-related investment (e.g., mega yacht service, cargo handling) concentrates heavy trucking and marine movements near the inlet and downtown grid. A roadway crash, small fuel spill, or marine collision can force channel closures and truck detours, with cascading effects for businesses and tourism.
- **Airport Activity:** Treasure Coast International Airport (Fort Pierce) supports general aviation, flight training, and federal missions. As activity grows, the probability of approach/departure incidents remains low but persistent. Even minor events can close a runway and divert EMS/air ambulance operations.
- **Work Zones:** Capacity, bridge, drainage, and resilience upgrades (including corrosion mitigation on coastal structures) will create more frequent work zones, which are statistically higher-risk environments for secondary crashes and worker safety incidents if queue warning and traffic control are not adequate.
- **Environmental Considerations:** Heavy downpours and roadway flooding can increase crash risk (hydroplaning, reduced visibility) and lengthen clearance times. Maintenance or inspection related closures on bridges and waterfront assets may also shift traffic onto detour routes with additional conflict points.

IMPACTS TO POPULATIONS OF FOCUS

- **Low Income Residents:** Residents with limited resources may face greater impacts during major transportation incidents due to limited flexibility to reroute travel, limited ability to miss work, and greater difficulty absorbing unexpected costs such as fuel, towing, or temporary transportation.
- **Elderly Population (Fixed Income):** The elderly population in St. Lucie County, which constitutes about 25% of residents[290], is especially at risk during transportation system accidents. Many elderly individuals live on fixed incomes, limiting their mobility options and access to transportation. In the event of a serious incident, such as a collision on the Florida Turnpike or a train derailment, older adults may struggle to evacuate or reach safe locations quickly, heightening their risk of injury. Moreover, the potential for delays in emergency medical services during transportation accidents can disproportionately affect this group, particularly those who rely on regular medical care and may require immediate assistance.
- **Low Lying Areas:** Residents in low-lying areas of St. Lucie County are at increased risk during transportation system accidents due to their susceptibility to flooding and road closures. For example, neighborhoods near the Indian River Lagoon may experience significant disruptions if a major accident occurs on key routes like U.S. 1, particularly during heavy rainfall or roadway flooding events This can impede access to emergency services and create challenges for evacuation. The stress of navigating detours or being cut off from essential services during transportation incidents can also exacerbate public health risks, especially for those with mobility issues or medical needs.

[290] U.S. Census Bureau, "ACS Demographic and Housing Estimates," 2023, https://data.census.gov/table/ACSDP1Y2023.DP05?q=population+st.+lucie+county+florida.

- **Substandard Mobile Homes:** Residents living in manufactured housing or older housing stock near major corridors may face elevated impacts if an accident involves a hazardous materials release or extended road closures. Limited sheltering capability and fewer transportation options can increase the need for timely evacuation support and clear public messaging.

Wellfield Contamination

Definition

Groundwater is the water that exists beneath the Earth's surface, filling the spaces and cracks in soil, sand, and rock formations. It is a crucial component of the hydrological cycle, replenished through precipitation that infiltrates the ground and percolates down to aquifers, the underground layers of water-bearing rock or sediment.[291] Groundwater serves as the primary source of water for St. Lucie County, providing drinking water for residents, supporting agriculture through irrigation, and sustaining ecosystems by feeding streams, lakes, and wetlands.[292] A wellfield is a designated area surrounding a permitted well used for extracting groundwater.[293]

Wellfield contamination refers to the pollution of groundwater sources that supply these wells, resulting from various anthropogenic activities and natural contaminants. These contaminants can originate from agricultural practices, industrial discharges, urban runoff, improper waste disposal, and leaching from soil and rocks. Common pollutants include pesticides, fertilizers, heavy metals, solvents, and bacteria, all of which can infiltrate the soil and reach the groundwater, ultimately compromising the quality of the water extracted from wells. The presence of these harmful substances poses significant health risks to individuals and communities relying on groundwater for drinking, irrigation, and other essential uses.

The process of contamination typically begins with the introduction of pollutants at the surface, where they can migrate through the soil and permeate the aquifer systems. Factors such as soil composition, land use, and the depth of the water table influence how quickly and extensively these contaminants spread. In wellfields the risk of contamination can be heightened due to the concentration of water withdrawal and the proximity of potential pollution sources. As contaminants travel through the subsurface environment, they can create zones of pollution that may impact multiple wells simultaneously, complicating remediation efforts.

[291] US Geologic Survey, "What is groundwater?" https://www.usgs.gov/faqs/what-groundwater.
[292] St. Lucie County Utilities, "Source," 2025, https://www.stlucieco.gov/departments-and-services/public-utilities/water-service/water-supply/source.
[293] Florida Department of Environmental Protection, "Wellhead Protection," https://floridadep.gov/water/certification-restoration/content/wellhead-protection.

Location and Extent

The drinking water is St. Lucie County comes from two large aquifers, the Surficial Aquifer and Upper Floridan Aquifer.[294] The Floridan aquifer is one of the highest producing aquifers in the world and provides the primary water supply for St. Lucie County. It is found throughout Florida and extends into the southern portions of Alabama, Georgia, and South Carolina. This aquifer system is comprised of a sequence of limestone and dolomite, which thickens from about 250 feet in Georgia to about 3000 feet in south Florida.[295] The Floridan aquifer system has been divided into an upper and lower aquifer separated by a unit of lower permeability. The upper Floridan aquifer is the principal source of water supply in most of north and central Florida, extending east to St. Lucie County.[296]

The surficial aquifer system in Florida includes any otherwise undefined aquifers that are present at land surface.[297] In St. Lucie County the surficial aquifer is mainly used for limited domestic, agricultural, and localized supply. The surficial aquifer system is generally under unconfined, or water-table, conditions and is made up of mostly unconsolidated sand, shelly sand, and shell. The aquifer thickness is typically less than 50 feet but can range up to 400 feet in Indian River and St. Lucie Counties. Groundwater in the surficial aquifer generally flows from areas of higher elevation towards the coast or streams where it can discharge as baseflow. Water enters the aquifer from rainfall and exits as baseflow to streams, discharge to the coast, evapotranspiration, and downward recharge to deeper aquifers.

Figure 84 and Figure 85 are maps of these aquifers in relation to the location of St. Lucie County (circled in red).

[294] Florida Department of Environmental Protection, "Wellhead Protection," https://floridadep.gov/water/certification-restoration/content/wellhead-protection.
[295] Florida Department of Environmental Protection, "Aquifers," 2021, https://prodapps.dep.state.fl.us/swapp/Welcome/links/aquifers_v#P3.
[296] Florida Department of Environmental Protection, "Aquifers," 2021, https://prodapps.dep.state.fl.us/swapp/Welcome/links/aquifers_v#P3.
[297] Florida Department of Environmental Protection, "Aquifers," 2021, https://prodapps.dep.state.fl.us/swapp/Welcome/links/aquifers_v#P3.

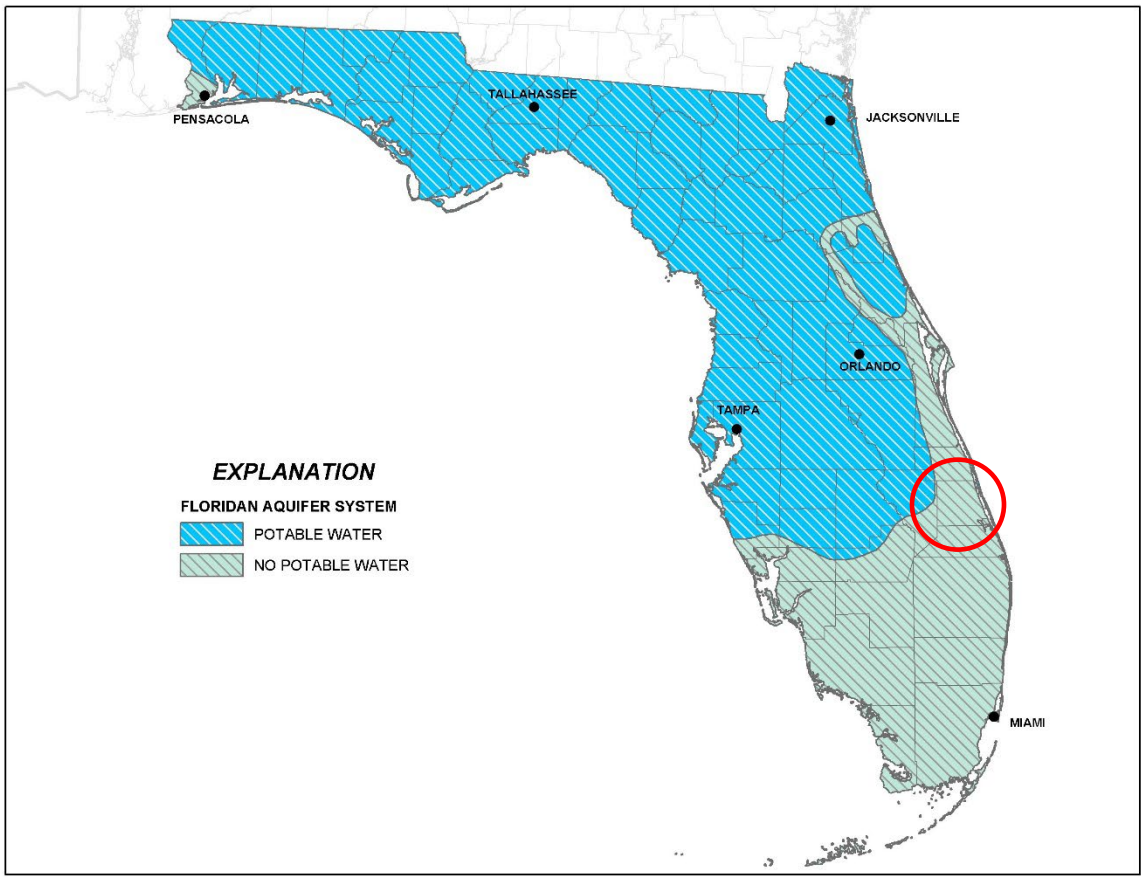

Figure 84: Map of the Floridan Aquifer System[298]

[298] Florida Department of Environmental Protection, "Aquifers," 2021, https://prodapps.dep.state.fl.us/swapp/Welcome/links/aquifers_v#P3.

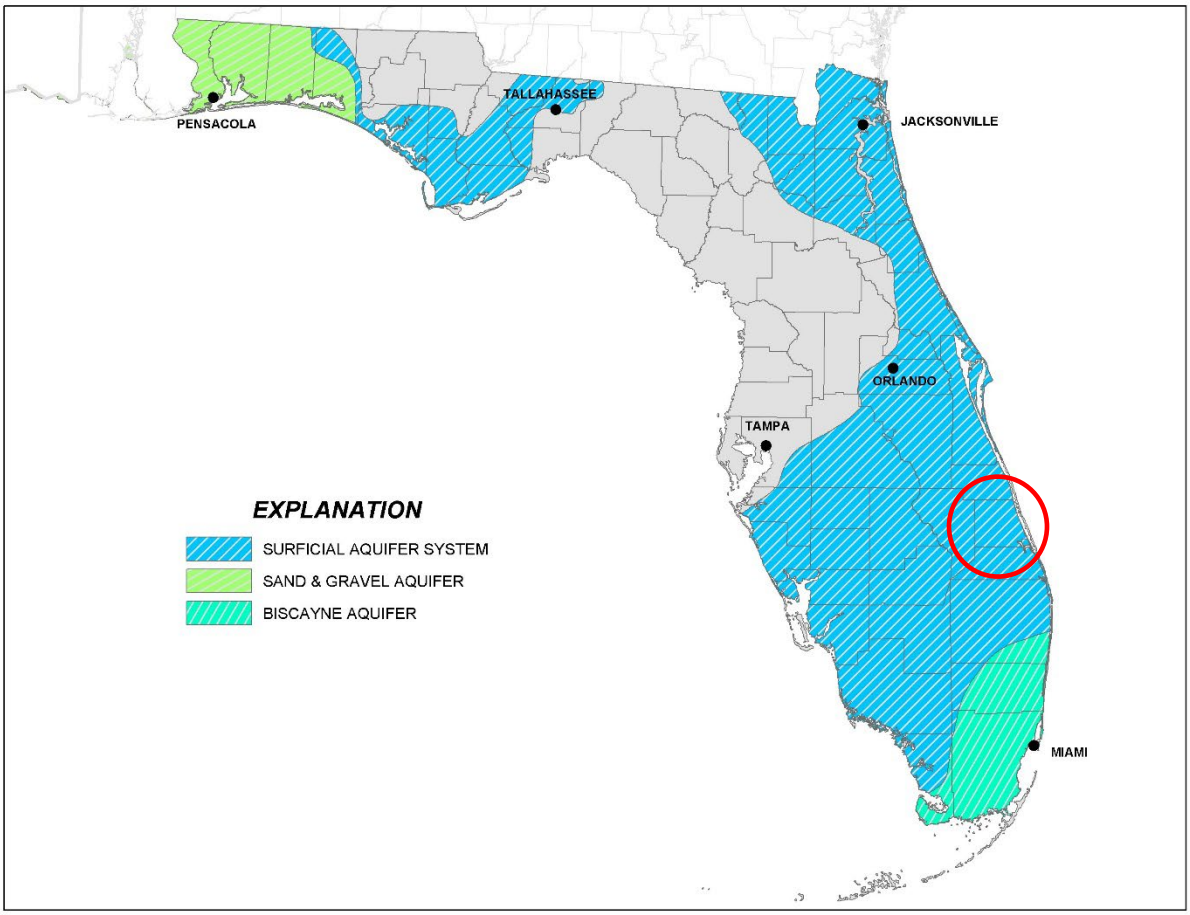

Figure 85: Map of the Surficial Aquifer System[299]

EXTENT

The extent of wellfield contamination refers to the geographical area and depth over which contaminants have spread in a wellfield. This includes the range of pollutants detected, the concentration levels of those contaminants, and the specific wells or sections of the aquifer that are affected. Understanding the extent of contamination is crucial for assessing the severity of the hazard, determining the potential impact on public health and the environment, and developing effective remediation strategies. It helps planners identify which areas require immediate attention, monitor changes over time, and implement measures to prevent further contamination and protect groundwater resources.

Pollutants that are commonly tested for in wells include petroleum, solvents, nitrates, ethylene dibromide, heavy metals, volatile organic compounds, arsenic, and pesticides.[300] These pollutants have varying

[299] Florida Department of Environmental Protection, "Aquifers," 2021, https://prodapps.dep.state.fl.us/swapp/Welcome/links/aquifers_v#P3.
[300] US Environmental Protection Agency, "National Primary Drinking Water Regulations," 2025, https://www.epa.gov/ground-water-and-drinking-water/national-primary-drinking-water-regulations#two.

thresholds that St. Lucie County, the other plan participants, and the State measure when tracking wellfield contamination. 500-foot assessment areas around each well are the minimum for most contamination analyses and can extend further based on hydrogeologic conditions as decided by the Source Water Assessment and Protection Program (SWAPP).[301] SWAPP administers the State of Florida Department of Environmental Protection's Wellhead Protection Rule. The rule prohibits certain new installations from locating in wellhead protection areas and specifies additional performance standards for other new installations and activities. DEP regulatory programs also implement specific performance, permitting and monitoring criteria designed to protect ground water on a statewide basis.

JURISDICTIONAL IMPACTS

Wellfield contamination has the potential to impact all of the jurisdictions in St. Lucie County (see Table 113). The aquifers used in St. Lucie County do not follow political boundaries and are shared by the four jurisdictions. Contamination from a source in one jurisdiction could spread to others, impacting residents across the county. Contamination of a wellfield could include exposure of residents to pollutants and increased costs for utilities as they pay for remediation.

Table 113: Impacts of Wellfield Contamination, by Jurisdiction

Jurisdiction	Impacts
St. Lucie County	Wellfield contamination can pose public health risks to the local population in St. Lucie County by exposing them to various contaminants. These include pesticides and nutrients from runoff, and petroleum products or solvents from spills, leaking tanks, or industrial activities.. The health impacts can be short-term or long-term depending on the contaminant and length of exposure. Contamination can also cause environmental damage, negatively affecting local ecosystems, natural spaces, and wildlife in St. Lucie County.
City of Port St. Lucie	As the largest municipality in St. Lucie County, Port St. Lucie has multiple potential sources for groundwater contamination. Gas stations and private businesses with on-site gas storage are a particular risk source for contamination due to spills or leaks. If these spills occurred, they would require expensive remediation and could impact public health in Port St. Lucie.
City of Fort Pierce	Similar to Port St. Lucie, Fort Pierce's urban density brings higher risk of groundwater contamination sources. Florida Department of Environmental Protection (FDEP) lists dozens of gas stations and private businesses with on-site gas storage as sources of contamination risk in the city.[302] Six dry cleaning locations are also listed as risk sources by the Florida Department of Health (FDOH) as the chemicals used in the cleaning process can be toxic if not handled

[301] Florida Department of Environmental Protection, "Wellhead Protection," https://floridadep.gov/water/certification-restoration/content/wellhead-protection.
[302] FDEP, "Contamination Locator Map," 2025, https://mapdirect-fdep.opendata.arcgis.com/maps/bdfa237157c7426a8f552e40a741685e/explore?location=27.456531%2C-80.339837%2C13.

Jurisdiction	Impacts
	correctly.[303] If spills occurred at these locations, it would damage the public health of residents and strain local budgets.
Town of St. Lucie Village	Due to St. Lucie Village's size, there are no direct risks sources for water contamination identified by Florida Public Health. Still, just beyond St. Lucie Village's jurisdiction there are several risk sources, including gas stations, which could impact water quality in the Town. If this occurred water resources could be constrained in St. Lucie Village and public health of residents could be impacted.

NATIONAL RISK INDEX

The National Risk Index only covers natural hazards and therefore does not provide a risk score for wellfield contamination.

Magnitude and Severity

The magnitude and severity of wellfield contamination depends largely on the type and amount of contaminant entering the wellfield. The U.S. Environmental Protection Agency (EPA) sets the National Primary Drinking Water Regulations under the Safe Drinking Water Act of 1974. These regulations outline the Maximum Contaminant Level (MCL) for a wide range of contaminants, including microorganisms, disinfection byproducts, disinfectants, organic and inorganic chemicals, and other harmful substances. These MCLs are measured in the units of milligrams per liter and parts per million. The State has adopted these requirements from the EPA in the Ground Water Rule of 2016.

Regular well testing is done by both local utilities in St. Lucie County and the Florida Department of Environmental Protection. Requirements for testing regiments are laid out in the Ground Water Rule with varying requirements by contaminant. For most contaminants, testing is required on a yearly or quarterly basis. The Ground Water Rule also outlines treatment techniques that a public water system must use if a test comes back above the MCL for a certain contaminant.

Historic Events

The Former Indian River State College Fire Training Facility located in Fort Pierce was used until 2009 when operations moved to a new facility in the city. In 2020 a contractor completed an environmental assessment of the site and found PFAS contamination in the soil and above groundwater cleanup target levels.[304] Testing broadened and found twelve wells that exceeded the Health Advisory Level for PFAS. Monitoring has continued at the site and surrounding areas to make sure that any spread of contamination is contained.

[303] FDOH, "EH Water Well Surveillance," 2024, https://gis.floridahealth.gov/ehwater/.
[304] Florida Department of Environmental Protection, "Former Indian River State College," 2025, https://floridadep.gov/waste/waste-cleanup/content/former-indian-river-state-college.

Florida has also delineated three groundwater contamination areas in St. Lucie County. All three areas are located just west of Fort Pierce along Florida Turnpike S (State Road 91) and have tested positive for the contaminant ethylene dibromide (EDB).[305] EDB was used up until the 1980s as a pesticide and additive to leaded gasoline when it was discovered that exposure could cause cancer and birth defects.[306] Designated groundwater contamination areas are subject to additional restrictions and monitoring requirements under state and federal law.

FEMA DISASTER DECLARATIONS

There have been no federally declared disasters for wellfield contamination.

Probability of Future Conditions

Periods of drought or flooding can increase wellfield contamination risk. Flooding can overwhelm wastewater systems or mobilize pollutants, while drought can reduce aquifer levels and concentrate contaminants.

The growing population in St. Lucie County also increases the risk of wellfield contamination. As more people move to St. Lucie County increased development follows them to provide the necessary infrastructure, goods, and services. Development includes more risk sources for groundwater contamination including gas stations and pesticide use on lawns. The growth trend in St. Lucie County shows no sign of slowing with a 13% increase in population between 2020 and 2023[307]. As the population continues to grow, St. Lucie County will need to prepare for a higher risk of wellfield contamination.

Emerging contaminants also pose a risk to groundwater in the County. Per- and polyfluoroalkyl substances (PFAS) are manufactured chemicals which were heavily used in industry and consumer products since the 1940s. Over time PFAS have leached from products into the soil, air, water, and food sources people consume.[308] Research has shown that some PFAS can cause increased risk of cancer, reproductive, and developmental effects leading to EPA health advisories and proposed regulatory action beginning in 2021 and enforceable standards finalized in 2024.[309] PFAS have been found in St. Lucie County and actions have been taken to limit their exposure,[310] but it is likely that PFAS will be an ongoing contamination issue in the future.

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[305] Florida Department of Environmental Protection, "Groundwater Delineation Map," 2025, https://www.arcgis.com/apps/mapviewer/index.html?webmap=c53a314722db44e3a5f1571939a50fa9.
[306] Florida Department of Health, "What you need to know about Ethylene Dibromide and your well water," https://www.floridahealth.gov/environmental-health/private-well-testing/_documents/EDBENG.pdf.
[307] St. Lucie County, "Facts and Stats," 2023, https://www.stlucieco.gov/government/facts-stats.
[308] U.S. Environmental Protection Agency, "PFAS Explained," 2023, https://www.epa.gov/system/files/documents/2023-10/final-virtual-pfas-explainer-508.pdf.
[309] U.S. Environmental Protection Agency, "Final PFAS National Primary Drinking Water Regulation," 2025, https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas.
[310] Treasure Coast Newspaper, "New EPA rule on PFAS in water could cost Treasure Coast taxpayers millions of dollars," 2024, https://www.tcpalm.com/story/news/local/2024/08/02/treasure-coast-pfas-drinking-water-epa/74171267007/.

Vulnerability Assessment

St. Lucie County, Port St. Lucie, Fort Pierce, and St. Lucie Village have capabilities to monitor and respond to groundwater contamination; however, the County remains vulnerable due to the number of potential contamination sources, shared aquifers, and emerging contaminants. Water utilities follow strict testing and monitoring standards imposed by EPA and DEP, making sure that any contamination is caught early and the spread can be contained. While there are many sources of contamination risk in St. Lucie County, many of these are mapped and tracked by the Florida Department of Health. They are required to be sited in appropriate areas that are at lower risk to wells and build to high safety standards to avoid leaks.

Despite these protectionary measures, all public water utilities in St. Lucie County are vulnerable to emerging contaminants like PFAS. These contaminants are hard to test for and expensive to remove, often costing tens or hundreds of millions of dollars depending on the amount of contamination. Some water utilities in St. Lucie County have already found PFAS present in their system, and it is possible that others will as well. Emerging and unregulated contaminants pose a threat to both public health in the county and the economic functioning of water utilities.

IMPACTS TO ASSETS

Table 114 outlines the effects of wellfield contamination on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence. These impacts can occur across all participating jurisdictions in St. Lucie County.

Table 114: Consequence Analysis

Sector	Consequence
Public	Wellfield contamination can impact the health of residents if not contained and remediated quickly. Depending on the contamination, the health impact can be acute and short-term, or chronic long-term effects. Contamination can also add costs to running the public water utility. Utility managers must make sure that emerging contaminants are tested for, and contamination sites are remediated quickly. Adding new equipment to remove PFAS or cleanup of existing contamination can cost tens of millions of dollars, which burden the local residents through higher water fees.
First Responders	Wellfield contamination may have limited direct impact on response operations; however, major incidents can require support for public notification, bottled water distribution, and coordination with utilities and health agencies.
Property, Facility, and Infrastructure	Emerging contaminants, like PFAS, require the upgrading of drinking water infrastructure to detect and remove them. This upgrade can be exceedingly expensive depending on the amount of contaminant present. Jurisdictions in St. Lucie County are already exploring how best to implement these upgrades.
Environment	Contaminated groundwater can negatively affect surface water bodies, such as rivers, lakes, and wetlands, leading to the degradation of aquatic ecosystems and harming fish and other wildlife due to exposure to toxic substances. Additionally,

Sector	Consequence
	these contaminants can leach into the soil, adversely affecting soil health and harming plants by disrupting the vital microorganisms necessary for nutrient cycling and soil fertility. This interplay between groundwater, soil, and aquatic environments highlights the interconnectedness of ecological systems and the far-reaching consequences of groundwater pollution.
Economic Conditions	The presence of contaminants can diminish property values and deter investment in affected areas, impacting local businesses and tourism. Moreover, the costs associated with remediation efforts to clean up contaminated sites can be substantial, often requiring public funds and diverting resources from other essential services. Overall, the economic repercussions of groundwater contamination can be profound, affecting livelihoods, property values, and the overall prosperity of communities.
Public Confidence	Groundwater contamination can significantly undermine public confidence in water safety and the effectiveness of regulatory systems. When communities become aware of contamination issues, it can lead to widespread fear and distrust regarding the quality of their drinking water, prompting residents to question the reliability of governmental agencies responsible for monitoring and protecting water resources. This erosion of trust can result in increased public anxiety about health risks, as well as skepticism toward official communications and advisories.

IMPACT ON COMMUNITY LIFELINES

The FEMA community lifelines, shown in Figure 86, are the most fundamental services in the community that, when stabilized, enable all other aspects of society. When disrupted, decisive intervention (e.g., rapid service re-establishment or employment of contingency response solutions) is required. Below is an overview of how wellfield contamination impacts each of the community lifelines.

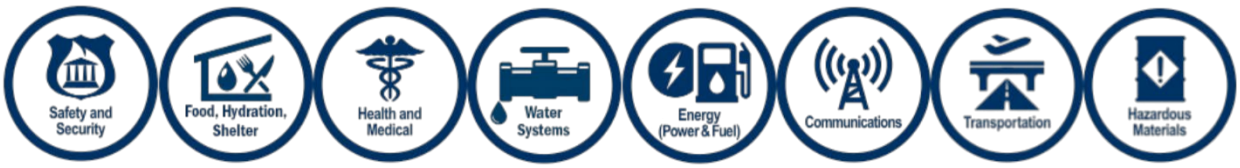


Figure 86: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Wellfield contamination has no impact on safety and security in St. Lucie County.
- **Food, Hydration, and Shelter:** When groundwater resources become contaminated, water supplies are reduced in the county. This could make hydration harder for residents as water from their tap may no longer be potable. Residents would be forced to find bottled water for hydration, which could be especially challenging if contamination occurs in the midst of another disaster.
- **Health and Medical:** Groundwater contamination poses significant health risks to communities that rely on contaminated sources for drinking water, as it can lead to exposure to harmful substances

such as heavy metals, pathogens, and toxic chemicals. This exposure is associated with a range of health issues, including gastrointestinal illnesses, neurological disorders, and increased cancer risks.

- **Water Systems:** Wellfield contamination strains drinking water systems by requiring complex remediation and treatment to remove contaminants. Depending on the size of the contamination, a water system may need to completely shut down to resolve the issue. These actions can be expensive and time-consuming, reducing staff capacity and funds for other necessary projects.
- **Energy (Power and Fuel):** Wellfield contamination has no impact on energy in St. Lucie County.
- **Communications:** Wellfield contamination has no impact on communication in St. Lucie County.
- **Transportation:** Wellfield contamination has no impact on transportation in St. Lucie County.
- **Hazardous Materials:** Wellfield contamination has no impact on hazardous materials in St. Lucie County.

IMPACTS DUE TO CHANGES IN DEVELOPMENT

Development across St. Lucie County has increased as the population of the county has grown. This includes new sub-divisions, businesses, and infrastructure to house and serve the new residents. From 2020 to 2023 alone the population of St. Lucie County grew by 44,000 people.[311] New development includes potential groundwater contamination sources from new businesses with gas tanks on-site that could leak to pesticide use on new lawns that could leach into groundwater sources. These new contamination sources must be permitted and monitored to ensure they do not negatively impact groundwater resources.

Increased impervious surfaces due to urban development also heightens the risk of wellfield contamination by altering the natural hydrology of an area. When land is paved over with materials such as asphalt and concrete, it prevents water from infiltrating the ground, leading to increased surface runoff. This runoff can accumulate pollutants such as oils, heavy metals, and chemicals from roads, parking lots, and industrial sites, which are then carried directly into nearby water bodies or infiltrate into the groundwater supply. The lack of natural filtration processes, which occur in undisturbed landscapes, means that these contaminants can reach wellfields more easily, compromising water quality and posing health risks to communities relying on groundwater for drinking and irrigation. Additionally, the increased volume and speed of runoff can overwhelm existing drainage systems, further exacerbating the potential for contamination.

IMPACTS ON POPULATIONS OF FOCUS

The impacts from wellfield contamination can impact vulnerable populations in St. Lucie County in two ways. First, increased costs from remediation, treatments, and upgraded equipment to handle contamination puts a strain on households with limited financial resources. For those who are already struggling to pay bills an increase in their water fees could be difficult to manage. Retirees on a fixed

[311] St. Lucie County, "Facts and Stats," 2023, https://www.stlucieco.gov/government/facts-stats.

income could also struggle to pay increased amount for their water fees, especially if there are significant increases.

Second, groundwater contamination poses significant health risks for vulnerable populations such as children, the elderly, pregnant women, and individuals with pre-existing health conditions. These groups are often more susceptible to the adverse effects of pollutants found in contaminated water, which can include harmful chemicals, pathogens, and heavy metals. For instance, exposure to contaminated drinking water can lead to a range of health issues, from acute gastrointestinal illnesses to long-term effects such as developmental delays in children or increased cancer risk. Pregnant women may face additional risks, as certain contaminants can affect fetal development, leading to complications or birth defects.

Civil Disturbances

Definition

Civil disturbance is a broad category that refers to actions which disrupt a community and require intervention to maintain public safety.[312] This can include riots, unlawful gatherings, and other events that disrupt public safety or community operations. Large scale civil disturbances may overwhelm local resources and state or federal resources may be requested to support public safety operations.[313]

Civil disturbances can arise spontaneously as a result of a triggering event, such as looting that occurred after Hurricane Irma.[314] Civil disturbances may stem from peaceful gatherings or demonstrations, or they can be planned and intentional. Protests are a possible triggering event which can transform from peaceful to disruptive under certain conditions. These are often complex, emotionally charged events where the majority of protesters are law abiding citizens intending to protest peacefully. These disturbances are rooted in complex social, economic, and political interactions. Peaceful assembly is a right guaranteed to U.S. citizens under the First Amendment of the U.S. Constitution, making the delineation between a lawful gathering and a disruptive one a challenging distinction for law enforcement.

Any large crowd, even those gathering for benign reasons, can be the cause of civil disturbances and violence. Crowd conditions can change rapidly, increasing the potential for unsafe behavior, property damage, and injuries. It is important for jurisdiction to have a plan to handle these situations with caution, prevention, and de-escalation.

[312] Florida State Hazard Mitigation Plan, "Civil Disturbance," 2023, https://flshmp-floridadisaster.hub.arcgis.com/pages/civil-disturbance.
[313] US Legal Forms, "Civil Disturbance: Legal Insights into Public Disorder and Its Impact," https://legal-resources.uslegalforms.com/c/civil-disturbance/.
[314] Spatz Law Firm, PL, "Looters and Natural Disasters," https://www.spatzlawfirm.com/blog/2017/09/looters-and-natural-disasters/.

CIVIL DISTURBANCE DURING DISASTERS

Disasters often create the necessary environment for civil disturbance to emerge. The emergence of civil disorder during disasters can be attributed to several factors. One factor is the collective distress that a disaster creates, which alters the environment and social norms.[315] This chaos can lead individuals to rationalize actions that would typically be considered unacceptable. Additionally, law enforcement may be displaced or overwhelmed, causing civil disorder to escalate.

Another contributing factor to civil disorder during disasters is the lack, or fear of lacking, basic supplies. Disasters often disrupt a community's ability to provide essentials such as food, clothing, and clean water. In the face of survival fears, some individuals may resort to looting to obtain these necessities. Given the stresses that disasters impose on affected populations, responders and emergency managers should approach these situations with caution. Quickly establishing disaster recovery operations will help residents meet their basic needs, and implementing public information campaigns can inform citizens and alleviate their fears.

LARGE SCALE PUBLIC GATHERINGS AND UNREST

Large scale public gatherings can, in some cases, lead to disruptions to public order and require response actions to protect life safety and property. This can happen through preplanned actions, as a response to significant social events, or spontaneously during large gatherings. Such disorder may manifest in various forms, including rioting, looting, unauthorized gatherings, and other public disturbances. Large scale public gatherings often present a challenging situation for law enforcement. First amendment rights of free speech and peaceful assembly are foundational to the U.S. Constitution and must be respected, but protests are often a triggering event for more disruptive actions. An understanding of the specific local context for a protest can help to maintain order during events.

Location and Extent

While peaceful protests or civil disturbances can occur anywhere in the County, locations such as local parks, community centers, public squares, political offices, and busy intersections are often the venues for demonstrations. These locations are typically accessible, familiar to residents, and highly visible.

Population density is also a factor that can contribute to the likelihood of civic disturbances. Protests are typically meant to attract as many participants as possible, making them more noticeable and impactful. In population dense areas it is easier to gather a large group of people and the message being shared is more likely to reach decision-makers and bystanders. In St. Lucie County this means that densely populated areas, like Port St. Lucie and Fort Pierce, are more likely to experience protests and civil disturbances than rural areas in the western half of the County.

[315] Strategic Security Corp., "Crime During Natural Disasters," https://www.sscctu.com/blog/crimedisasters/.

EXTENT

There is no single, universally accepted severity scale for civil disturbances. However, various governmental, academic, and private institutions have developed frameworks that consider the scale, intensity, and impact of these events. These tools are utilized for tactical planning, resource allocation, and risk assessment. The following are examples various scales and classifications used by different agencies that can help identify the extent of a civil disturbance.

Developed by security consulting firm TAL Global, the TAL Global Severity Scale is one of many tools used to assess and classify levels of civil unrest and political instability in different regions. This scale helps to coalesce many data points into a clear scale that can be easily communicated and used to inform resource allocation and response strategies. The scale ranges from 1 to 4 in severity, providing a framework for understanding the intensity and potential impact of civil unrest (see Table 115). Although not every local law enforcement agency utilizes the TAL scale, it is based on data that most local law enforcement agencies use to evaluate civil unrest, like property damage, crowd size, fatalities, and injuries.

Table 115: TAL Global Severity Scale for Civil Unrest[316]

Level	Description
Level 1 (Low): Spontaneous and localized	Disruption occurs in a single, contained neighborhood, often without a specific target. This was evident during the 1960s and the 1992 Los Angeles riots, when residents damaged their own neighborhoods.
Level 2 (Moderate): Targeted and localized	The disturbance is geographically contained but has clear, specific targets, such as a police station or a particular business district. At this stage, some degree of planning is involved.
Level 3 (High): Escalated and expanded	The unrest grows beyond a localized, targeted area. It may spread to multiple neighborhoods or wider city districts, potentially due to law enforcement efforts to contain the original disturbance.
Level 4 (Critical): Widespread and systemic	Civil unrest spreads across the country or even internationally, reflecting a deeper, systemic crisis.

Based on historic precedent, the range of anticipated intensities for St. Lucie County, as measured by the TAL Global Severity Scale, is Level 1 (Low) to Level 2 (Moderate).

Emergency services and law enforcement often categorize disturbances by operational zones in the affected area. These zones are classified based on severity and safety conditions (see Table 116).

[316] TALGlobal, "Understanding the 4 Levels of Civil Unrest," https://talglobal.com/knowledge-center/the-4-levels-of-civil-unrest/.

Table 116: Classification by Operation Zones[317]

Classification	Description
Hot	The most unstable and unsafe area, experiencing active riot conditions. Only law enforcement personnel are allowed entry; fire departments and other emergency responders must be escorted.
Warm	An area that is relatively safe for operations but shows indicators of potential instability.
Cold	A designated safe area with little likelihood of unrest, typically used for staging resources.

JURISDICTIONAL IMPACTS

Hazard impacts refer to the adverse effects stemming from natural or human-induced events. These impacts include physical damage, human health concerns, and economic, environmental, and social impacts, as shown in Table 117.

Table 117: Jurisdictions and Hazard Impacts

Jurisdiction	Impacts
St. Lucie County, Port St. Lucie, Fort Pierce, and St. Lucie Village	Extensive physical damage can occur, affecting businesses and public infrastructure. Human health concerns arise from injuries, and long-term mental health issues can impact the community. Economically, local businesses face revenue losses and potential layoffs, while at-risk populations often bear the brunt of these disruptions due to limited access to resources and support. Additionally, social cohesion may weaken, leading to increased tensions and a decline in trust in authorities.

NATIONAL RISK INDEX

The NRI is a valuable tool for assessing various hazards across communities in the United States. However, it does not evaluate civil disturbances as a significant hazard, so they are not included in this particular hazard profile.

Magnitude and Severity

The potential magnitude and severity of a civil disturbance in the county can vary greatly depending on several factors, including underlying social tensions, the nature of the disturbance, and the response of local law enforcement and emergency services. The number of people involved in the disturbance also

[317] Everyone Goes Home, "Civil Unrest: Sample SOP," https://everyonegoeshome.com/wp-content/uploads/2020/06/sample-sop-civil-unrest.pdf.

impacts its magnitude and potential severity. Gatherings of large groups of people can quickly escalate into disruptions, impacting public safety and community well-being.

In terms of magnitude, civil disturbances can range from small violent actions to large riots involving crowds which shut down entire areas of a jurisdiction. The severity of these events could include physical harm to participants and bystanders, property damage to businesses and public infrastructure, and economic repercussions that might affect local businesses and community morale.

Furthermore, the response to these disturbances might drain local resources, including law enforcement and emergency medical services, potentially leading to increased vulnerability among the entire community. The loss of public trust in institutions and fear of future disturbances could also have long-lasting effects on community relations and social cohesion in the county.

Historic Events

St. Lucie County has hosted public demonstrations and large gatherings in recent years. These events have generally remained peaceful; however, large gatherings can create the potential for traffic disruption, public safety incidents, or isolated disorder. Law enforcement agencies continue to plan for crowd management, route control, and coordination during large public events. Examples include demonstrations related to national issues, social justice, immigration enforcement, and government services.

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated with this hazard.

Probability of Future Conditions

While the probability of future civil unrest incidents is difficult to predict, civil disturbances from large gatherings, protests, and in the aftermath of disasters will always remain a possibility in St. Lucie County.

Vulnerability Assessment

St. Lucie County faces a low risk from civil disturbances. While the county has experienced several protests over the past five years, none have risen to the level of civil disturbances. All jurisdictions in the county have well-staffed and trained law enforcement agencies which are capable of planning for and managing large gatherings. For most disturbances, jurisdictions in St. Lucie County have the resources and expertise to respond before violence occurs.

Still, areas that typically attract protests and large gatherings are more vulnerable than others. Civic buildings, like Port St. Lucie's City Hall, Fort Pierce City Hall, The County Court House, and St. Lucie County Administrative Building are all potential gathering places for protests. Police Department headquarters have also been a target for protests in the past. These locations are often chosen for gatherings to express discontent with political decisions but have the potential to devolve into violent disruptions.

Locations where large crowds can gather, including event venues, festivals, and public spaces, can also be vulnerable to civil disruption. This could include the Clover Park baseball stadium and MIDFLORIDA event center in Port St. Lucie, the St. Lucie County Fair, and Gazebo Park in downtown Fort Pierce. These locations regularly host large crowds and should have response plans in case of a civil disturbance.

Vulnerability can also change quickly in St. Lucie depending social, political, and economic tensions in each of the participating jurisdictions. National political events, over which local jurisdictions have no control, can spur protests and riots across the county unexpectedly. It is important to maintain an awareness of larger social and political movements that could have repercussions locally.

IMPACTS ON ASSETS

Table 118 provides a summary of the consequences of civil disturbances. It discusses effects on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence.

Table 118: Consequence Analysis

Sector	Consequence
Public	• Roads, bridges, and public transit systems could be blocked or damaged, disrupting traffic and impeding emergency response efforts. • Police stations and fire departments may experience increased demand for services, property damage, and strain on resources during civil disturbances. • City halls and administrative offices might suffer vandalism or damage, affecting government operations and public services. • Public parks could become sites of conflict, leading to physical damage to facilities and potential safety hazards for visitors. • Hospitals and clinics may face challenges in managing increased patient loads or services disruptions due to unrest, impacting public health. • Water and energy facilities could be targeted or disrupted, affecting essential services and leading to public health and safety risks.
First Responders	• Increased demand for law enforcement resources to maintain order, manage crowd control, and respond to incidents of violence or vandalism. • Strain on medical services due to injuries sustained during civil disturbances, leading to increased emergency calls and patient transport. • Potential for higher call volumes for fires set during disturbances, as well as the need for fire safety and rescue operations. • Challenges in maintaining public health and safety during unrest. • Increased need for counseling and support services for individuals affected by the trauma of civil disturbances. • Potential disruption of programs aimed at fostering community relations, which can hinder efforts to address underlying issues behind disturbances. • Strain on coordination resources and communication channels during crisis management efforts in response to civil disturbances.

Sector	Consequence
Continuity of Operations	• Civil disturbances can strain emergency response teams, affecting their ability to respond to accidents, fires, or medical emergencies due to resource allocation toward managing unrest. • Increased civil unrest can lead to higher demand for police presence, diverting resources from regular community policing and increasing the potential for conflict. • Hospitals and clinics may become overwhelmed with injuries from disturbances, impacting their ability to provide routine healthcare services and emergency care. • Civil disturbances can disrupt road access and public transportation, affecting the movement of emergency services, goods, and personnel in the county. • Disturbances can damage infrastructure, leading to communication outages that hinder coordination between agencies and the dissemination of critical information to the public. • Local businesses may suffer losses due to property damage or decreased customer traffic, affecting the economic stability of the community.
Property, Facility, and Infrastructure	• Libraries, community centers, and government offices may sustain physical damage, disrupting services and public access. • Police stations may be targeted, leading to damage and reduced law enforcement capacity, which may affect community safety. • Fire stations and ambulance services may experience operational disruptions, impairing their ability to respond effectively to emergencies. • Roads and public transportation systems may be obstructed or damaged, making it challenging for residents to travel and access essential services. • Businesses may face vandalism or looting, which can lead to economic instability for local economies and job losses. • Homes may be damaged or destroyed, resulting in the displacement of residents and a need for shelter and support services.
Environment	• Disturbances can damage local flora through vandalism or unregulated access, which can lead to habitat loss for wildlife and a decrease in biodiversity. • Increased traffic, fires, and other activities associated with civil disturbances can lead to higher levels of air pollution, adversely affecting the health of residents and local ecosystems. • Unauthorized gatherings and movement can contribute to soil erosion and compaction in sensitive areas, impacting agricultural productivity and natural habitats. • Disturbances may result in damage to local cultural, historical, and archeological sites, which can have long-term effects on community heritage and identity. • Public parks and natural reserves may experience degradation from human activity during disturbances, impacting recreational opportunities and community well-being.

Sector	Consequence
Economic Conditions	• Civil disturbances can lead to property damage and looting, resulting in financial losses for local shops and restaurants. This can affect their ability to operate and employ staff. • St. Lucie County relies on tourism, and civil unrest can deter visitors, impacting hotel occupancy and related businesses such as tours and attractions. • Disturbances can create a perception of insecurity, leading to decreased property values and a slowdown in real estate transactions. • Budget reallocations may occur to address unrest and security concerns, leading to reduced funding for essential public services and infrastructure projects. • Increased risk of civil disturbances can lead to higher insurance premiums for businesses and homeowners, straining their financial resources.
Public Confidence	• Civil disturbances can lead to a breakdown in community trust in law enforcement agencies if perceived as ineffective or heavy-handed in managing situations. • Civil unrest can create divisions among community members, fostering mistrust and tension between different demographic groups, affecting social harmony. • Businesses may suffer from vandalism or closures during disturbances, impacting the local economy and leading to job losses and decreases in business confidence. • Civil disturbances can strain local resources and emergency services, reducing their effectiveness in responding to community needs. • Ongoing disturbances can challenge the legitimacy and effectiveness of local governance, impacting public confidence in governmental institutions. • Increases in civil disturbances can lead to heightened perceptions of insecurity and danger in the community, affecting residents' quality of life and willingness to engage in public activities.

IMPACT ON COMMUNITY LIFELINES

FEMA's community lifelines are shown in Figure 87. Civil disturbances pose a threat to these lifelines in the ways listed below.

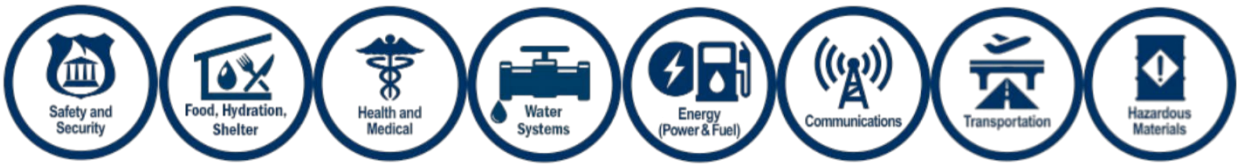


Figure 87: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Civil unrest can strain law enforcement resources, making it difficult to maintain public order and ensure safety for residents. As violence and unrest escalate, crime rates may rise,

exposing communities to greater risks. This environment creates a climate of fear, where residents may feel vulnerable and unsafe in their own neighborhoods.

- **Health and Medical:** Civil disturbances can put pressure on local healthcare facilities, limiting access to medical services and disrupting the supply of vital medications and resources. This strain on the healthcare system makes it challenging to respond effectively to both urgent medical emergencies and routine patient care.
- **Transportation:** Protests and unrest can lead to traffic jams or unsafe road conditions, complicating transportation for emergency services and everyday commuters. This disruption not only hampers the movement of essential services but also affects the delivery of goods, causing further strain on local resources. Maintaining reliable transportation is critical for sustaining community functions during times of crisis.
- **Communications:** Damage to the communications infrastructure can severely impact the flow of information during civil unrest, limiting access to emergency alerts and updates. This lack of communication can hinder effective responses to crises and leave residents uninformed about safety measures and available resources. Ensuring that communication lines remain open is important for community safety.

IMPACT DUE TO CHANGES IN DEVELOPMENT

St. Lucie County has seen moderate development and population growth in recent years, which can impact social dynamics, including civil disturbances. Population growth and increased activity in commercial corridors can increase the frequency of large gatherings and special events. Larger crowds may require additional planning related to traffic control, public safety staffing, communications, and continuity of operations. As more people settle in the area and as the community continues to address infrastructure and social issues, the potential for civil disturbances may increase.

IMPACTS ON POPULATIONS OF FOCUS

In the county, civil disturbances could pose risks to various at-risk populations, each of which may be impacted in unique ways. Those with access and functional needs including the elderly, children, and people with disabilities, are at heightened risk of impact from civil disturbances. These groups are often less mobile and could be unable to avoid the violence caused by a disturbance. They may also have medical needs that could be exacerbated by the disturbance itself or reaction from law enforcement. It is important that areas where people with access and functional needs may be concentrated, like schools or elder care centers, are identified when responding to a civil disturbance.

Those that rely on transportation routes impacted by civil disturbance in the county can also be adversely affected. Residents that work in person may be unable to access their job due to roads being shut down, public transportation being suspended, or a building being blocked. For households with limited financial resources, missing work due to road closures or transit disruptions can create significant hardship.

In summary, civil disturbances in the county can substantially impact various at-risk populations, including resource-limited families, the elderly, individuals with disabilities, and young children. Addressing these

vulnerabilities requires focused strategies for emergency planning, resource allocation, and community engagement to ensure all residents can effectively navigate and survive these challenges.

Mass Migration

Definition

Mass migration is the rapid movement of a large number of people into, within, or out of a jurisdiction that exceeds the capacity of normal housing, public health, human services, transportation, and public safety systems. Migration may be short-term (days to weeks), medium-term (months), or long-term (years).[318] Triggers can include disasters, prolonged lifeline disruptions, and longer-term relocation from repeatedly flooded areas.

For St. Lucie County, mass migration is envisioned as both receiving and sending scenarios:

- **Receiving/Transit:** The county sits on Florida's I-95 and Florida's Turnpike evacuation spine and can receive large inflows from neighboring coastal counties (and, at times, other states or the Caribbean) when hurricanes threaten or when post-disaster displacement drives people inland. Inflows concentrate demand on shelters, temporary lodging, healthcare, fuel, food supply, schools, and case-management services, and can persist beyond the initial emergency if housing in origin areas is damaged or deemed unsafe.
- **Sending:** Local hazards—most commonly tropical cyclones and associated wind/surge/flood damage, or extended lifeline disruptions—can prompt significant out-migration from barrier-island areas and low-lying neighborhoods to higher ground in the county or outside the region.
- **Managed or Planned Relocation:** Over longer planning horizons, repetitive flooding in low-lying areas may contribute to gradual relocation. Long-term relocation planning requires interagency coordination, funding, and receiving-area capacity.
- **International Migration:** Florida's location adjacent to several countries in the Caribbean basin makes it a primary entry point for numerous migrants seeking to enter the country. A significant influx of international migrants could disrupt the normal operations of a local community, leading to substantial financial costs. International migration impacts are primarily managed at the federal level. Local impacts, if any, would center on short-term humanitarian support and coordination.

Location and Extent

Mass migration affecting St. Lucie County can originate outside the county (e.g., hurricane evacuations from South Florida or the Gulf Coast; post-disaster displacement from the Caribbean), in the county (relocation from barrier-island and other low-lying coastal areas to inland neighborhoods), or internationally (e.g., migrants from Haiti or Cuba). Because St. Lucie sits on Florida's I-95 and Florida's

[318] Florida State Hazard Mitigation Plan, "Mass Migration," 2023, https://flshmp-floridadisaster.hub.arcgis.com/pages/mass-migration.

Turnpike evacuation spine—with U.S. Highway 1 (U.S. 1), State Road 70 (SR 70)/Okeechobee Rd, SR 68/Orange Ave-Indrio Rd, and State Road A1A providing coastal access—large flows funnel through the same corridors that serve daily travel. Two causeways (Seaway Dr./South Causeway and North Causeway) connect Hutchinson Island across the Indian River Lagoon; during coastal evacuations or post-storm displacement, these bridges concentrate movements between the barrier island and the mainland. Additional receiving/transit nodes include the Port of Fort Pierce (relief logistics) and Treasure Coast International Airport (general aviation/medical lift). Lodging clusters along I-95/Turnpike interchanges, U.S. 1, and the barrier island are typical first points of refuge before longer-term placement.

Illegal migrants could access the county from the Atlantic Ocean and could land anywhere along St. Lucie's coastline, likely somewhere on Hutchinson Island. Overall, St. Lucie has 21 miles of coastline accessible from the Atlantic.[319]

EXTENT

The scale of a mass-migration incident is defined by how many people arrive or relocate, how quickly, and how long they remain. Credible patterns include:

- **Short-Term Inflow (days to weeks):** Pre-event hurricane evacuations or immediate post-storm displacement from neighboring counties; demands center on shelter/mass care, lodging, fuel/food, and traffic management.
- **Medium-Term Displacement (weeks to months):** Residents from heavily damaged coastal areas shelter with family/friends or in temporary housing; governments and nongovernmental organizations (NGOs) support case management, school enrollment, and healthcare access.
- **Longer-Term Relocation (months to years):** Gradual in-migration linked to repetitive flooding/sea-level rise—through managed relocation (voluntary buyouts/elevations plus relocation) or unmanaged relocation (market-driven moves when housing becomes harder to insure/finance). Impacts shift to housing availability, infrastructure capacity, employment, and receiving-community services; coastal areas with chronic flooding can experience slowing home-price appreciation or even depreciation, higher insurance premiums/deductibles, policy nonrenewals, and tighter lending—factors that accelerate household decisions to move inland.

The extent of illegal mass migration depends on the how widely dispersed migrants are once they land in St. Lucie County. If there is just one boat carrying migrants, the extent is relatively small and the situation will be easier to manage. If there are multiple boats spread across the coastline, the extent is larger and harder to control.

[319] St. Lucie County, "Facts and Stats," 2025, https://www.stlucieco.gov/government/facts-stats.

JURISDICTIONAL IMPACTS

Hazard impacts refer to the adverse effects stemming from natural or human-induced events. These impacts include physical damage, human health concerns, and economic, environmental, and social impacts, as shown in Table 119.

Table 119: Impacts of Mass Migration, by Jurisdiction

Participant	Impacts
St. Lucie County	Mass migration into St. Lucie County could overwhelm social services, health, and public safety resources. This could mean increased costs for the County and potentially reduced ability to provide services to residents. A significant influx of people could also increase housing pressures, driving up prices for renters and competition for homes.
City of Port St. Lucie	As the largest population center, Port St. Lucie faces the greatest demand for shelter, social services, and schools for migrants. A large influx of migrants in the short term could stress the ability of the City to provide housing and necessary support for them. If, for example, migrants are coming due to a disaster
City of Fort Pierce	Fort Pierce functions as a multimodal hub with downtown services, the Port of Fort Pierce, and the causeways to Hutchinson Island.
Town of St. Lucie Village	This small, primarily residential community along the Indian River Lagoon has limited governmental capacity and few public facilities to support migrants. Even a relatively small number of migrants could disrupt the normal functioning of services, but it is also an unlikely place for migrants end up in St. Lucie County. Overall, the impacts to St. Lucie Village would likely be negligible.

NATIONAL RISK INDEX

The National Risk Index is a valuable tool for assessing various hazards across communities in the United States. However, it does not evaluate mass migration as one of its 18 specified hazards.

Magnitude and Severity

MAGNITUDE

Unlike hazards with fixed physical scales, the "size" of a mass-migration incident is best expressed by how many people move, how fast they arrive or depart, how long they remain displaced, and which systems they stress (housing, schools, health, human services, transportation). For St. Lucie County, situated on the I-95/Florida's Turnpike spine and linked to the Indian River Lagoon via two causeways, magnitude must consider both receiving/transit inflows (from nearby coastal counties or the Caribbean) and internal relocations from barrier-island and lagoon-front neighborhoods to inland areas during storm seasons and, over the long term, as sea-level rise and repetitive flooding intensify. Table 120 shows migration levels and impacts.

Table 120: Planning Scale for Migration Magnitude

Level	People Displaced/ Arriving	Rate/ Duration	Typical Geographic Pattern	Representative System Signals
Level 1: Surge/ Transient	Less than 0.3% of county population (fewer than 1,000 people)	Rapid inflow over 1–7 days; stay less than weeks	Hotel clusters near interchanges; short shelter use	Hotel occupancy spike; limited shelter activation; traffic control at interchanges/ causeways
Level 2: Short-Term Displacement	0.3–1% (between 1,000–3,200 people)	1–4 weeks	Wider distribution across rentals/with family; inland neighborhoods receive evacuees	Multiple shelters; school liaison/case management; temporary clinic demand increases
Level 3: Medium-Term Relocation	1–3% (between 3,200–9,500 people)	1–6 months	Noticeable shifts from coastal/ lagoon-front areas to inland Port St. Lucie/Fort Pierce; some out-migration beyond the county	Sustained shelter alternatives/ temporary housing; school enrollment shifts; rental market tightens; human-services surge
Level 4: Long-Term/Chronic	Less than 3% (more than 9,500 people), cumulative	Greater than 6 months to years	Managed or unmanaged movement off barrier-island/low-lying tracts; inland growth areas absorb long-term	Housing availability and infrastructure capacity become limiting; enduring changes to tax base, service mix, and labor markets

For sending scenarios (out-migration from Hutchinson Island and low-elevation lagoon-front areas), the same levels apply using households at risk rather than arrivals; evacuation orders, repetitive loss designations, and insurance/lending constraints are common triggers.

For illegal immigration, the magnitude largely depends on the number of migrants that arrive. A small number of migrants (less than 10) would be a relatively small burden on St. Lucie County while large number (over 100) could quickly overwhelm the capacity of the County to respond.

Key magnitude indicators to track in real time: Daily arrivals to shelters/lodging; hotel occupancy; requests for disaster case management; school enrollment changes; Emergency Medical Services/clinic visits linked to displacement; applications for housing assistance; and sustained utilization of cooling/charging centers following power-related displacement.

SEVERITY

Severity reflects humanitarian need and system strain, not only headcounts. It grows with duration, vulnerability of affected populations, season (heat/hurricane), and receiving-area capacity (vacancy rates, clinic capacity, school seats, case management bandwidth). Over longer horizons, sea-level rise and repetitive tidal flooding increase the likelihood of coordinated relocation (voluntary buyouts, redevelopment constraints) and overall changes incentivizing individual relocation (market-driven moves as insurance premiums, deductibles, or nonrenewals rise and home-value appreciation slows or reverses in the most exposed waterfront tracts). Table 121 outlines severity levels and their consequences.

Table 121: Consequence Scale for Severity

Level	Duration Class	Primary Needs and Cascading Effects	Operational Posture and Triggers
Level 1	**Short (less than 2 weeks)**	Lodging/shelter, traffic management, fuel/food; limited school/health impacts	Emergency Operations Center (EOC) partial activation; open reception/shelter sites; multilingual risk comms; monitor hotel capacity and causeways
Level 2	**Medium (2–12 weeks)**	Temporary housing placements; school enrollment surges; elevated behavioral health needs; case management grows	Full EOC activation; state/Voluntary Organizations Active in Disaster (VOAD) coordination; points of distribution (PODs) as needed; rental assistance pipelines; expand clinic/mental health surge
Level 3	**Long (3–24 months)**	Persistent housing tightness; rent pressure in receiving areas; workforce/small business disruption; infrastructure and utility loads shift inland	Temporary housing program; zoning/permits fast-track for infill; utility capacity checks; sustained NGO/federal support; relocation assistance and tenant protections
Level 4	**Chronic (over 24 months)**	Structural changes in tax base; market softening and slower appreciation or depreciation in chronically flooded coastal/ lagoon-front micromarkets; demand for schools/clinics permanently rebalanced inland	Integrate spatial zoning and location tools (buyouts, easements, transfer of development rights); capital planning retargets inland corridors; long-term housing and economic-recovery strategies

Similar to internal migration, the severity of international illegal migration depends on humanitarian need and system strain. The amount of support migrants need (e.g., medical care, police protection) and the response time from State or Federal agencies will change the severity of migration on the county. If migrants have high needs and it takes days for State or Federal agencies to respond, the County resources will be strained. If migrants have low needs and the State and Federal agencies respond immediately, the county will be mostly unimpacted.

SEVERITY MODIFIERS (ST. LUCIE COUNTY-SPECIFIC)

- **Housing Capacity:** Low vacancy/limited-affordable stock increases severity; inland City of Port St. Lucie City/Fort Pierce neighborhoods become pressure points during high-severity phases (Levels 3–4.)
- **Insurance/Finance:** Rising coastal premiums/deductibles and policy nonrenewals accelerate relocation from vulnerable areas; appraisal uncertainty and lender conditions can dampen sales and slow appreciation in flood-prone micromarkets, compounding severity.
- **Lifelines:** If migration coincides with power systems failure or post-storm lifeline outages, demand for cooling/charging centers, refrigeration for medications, and medical transport rises sharply.
- **Populations of Focus:** Older adults, people with disabilities, low-income renters, and households with limited English proficiency experience higher per-capita need for sheltering, case management, and healthcare access, raising operational complexity even at lower magnitude levels.
- **Chokepoints:** The Seaway (South) and North Causeway bridges govern barrier-island flows; constrained throughput increases operational severity during evacuations and reentry.

Historic Events

Mass migration affecting St. Lucie County can occur in three forms:

- Acute, disaster-induced internal displacement, typically linked to federally declared hurricanes or tropical storms
- Chronic, long-term migration flows, such as the decades-long population shift from the Northeast and Midwest into Florida and the Sun Belt, which has permanently reshaped the county's demographic, economic, and infrastructural landscape
- Acute international migration from refugees or general immigrants from the Caribbean, Central, or South America.

Since 2021 there have been several examples of migrants entering St. Lucie County illegally:

- August 6, 2021: Homeland Security Investigations officers discovered 28 undocumented migrants working at a company's headquarters in St. Lucie County.[320]
- July 22, 2025: St. Lucie County Sheriff's Office detained 10 undocumented migrants entering a St. Lucie County waterway. The migrants were from several Caribbean and South American countries.[321]

[320] United States Attorney's Office-Southern District of Florida, "St. Lucie County company and woman sentenced for conspiring to harbor aliens by means of employment," 2025, https://www.justice.gov/usao-sdfl/pr/st-lucie-county-company-and-woman-sentenced-conspiring-harbor-aliens-means-employment.
[321] TCPalm, "10 in custody in case involving possible undocumented immigrants 'trying to enter our waterways'"2025, https://www.tcpalm.com/videos/news/2025/07/22/10-in-custody-in-case-involving-possible-illegal-aliens-trying-to-enter-our-waterways/85329287007/.

- August 30, 2025: Local law enforcement and Drug Enforcement Agency officers intercepted three boats as they approached Fort Pierce Inlet. The boats were returning from the Bahamas and carried 35 potentially undocumented migrants from China and the Bahamas.[322]

In the 1980s and 1990s there were several instances of large-scale Cuban and Haitian immigration in Florida, most notably the Mariel Boatlift in which over 165,000 Cuban and Haitian immigrants arrived in Florida.[323] These migrants landed in counties further south than St. Lucie, and many settled in the Miami area.

The county has served both as a receiving area for evacuees during federally declared disasters and as a destination for long-term domestic migration driven by economic opportunity, climate preference, and housing availability. FEMA disaster declarations below illustrate acute population movements, while the broader migration narrative contextualizes how sustained in-migration compounds exposure and vulnerability to future hazards.

FEMA DISASTER DECLARATIONS

Table 122 lists all FEMA disaster declarations related to mass migration in St. Lucie County.[324]

Table 122: FEMA Declarations and Local Migration Effects

Year	FEMA Action	Event	Mass Migration Significance in St. Lucie County
2004	DR-1539-FL (Hurricane Frances)	Frances made landfall near Sewall's Point as a Category 2 hurricane, crossing directly over St. Lucie County.	Widespread countywide evacuations, over 15,000 homes damaged, and power outages lasting weeks displaced thousands. Local shelters housed over 2,500 evacuees. Many sought temporary housing inland or outside the region.
2004	DR-1545-FL (Hurricane Jeanne)	Struck the same area only three weeks after Frances.	Re-evacuation of coastal neighborhoods; overlapping impacts prolonged months of displacement. FEMA provided hundreds of temporary housing units; hotels along I-95 remained at capacity for weeks.
2005	DR-1609-FL (Hurricane Wilma)	Statewide power outages and housing loss prompted secondary displacement.	St. Lucie hosted evacuees from western counties and sheltered over 800 residents. Temporary relocations continued during power restoration.

[322] Hometown News, "40 people arrested in Fort Pierce for smuggling narcotics, illegal immigrants into Florida," 2025, https://www.hometownnewstc.com/crime/st_lucie/40-people-arrested-in-fort-pierce-for-smuggling-narcotics-illegal-immigrants-into-florida/article_205bd656-8a46-53e2-ad84-dda7bb9aa00c.html
[323] Florida State Hazard Mitigation Plan, "Mass Migration," 2023, https://flshmp-floridadisaster.hub.arcgis.com/pages/mass-migration.
[324] Federal Emergency Management Agency, "Disasters and Other Declarations," 2025, https://www.fema.gov/disaster/declarations.

Year	FEMA Action	Event	Mass Migration Significance in St. Lucie County
2011	DR-4017-FL (Hurricane Irene)	Though Irene's center stayed offshore, coastal surge and winds led to voluntary evacuations.	Demonstrated the county's continuing role as a receiving jurisdiction for adjacent coastal evacuees.
2016	DR-4280-FL (Hurricane Matthew)	Paralleled Florida's east coast as a Category 3 hurricane.	Mandatory evacuations for Hutchinson Island displaced nearly 10,000 residents; inland shelters and hotels filled quickly. Verified St. Lucie's reliance on causeways as evacuation chokepoints.
2017	DR-4337-FL (Hurricane Irma)	Largest evacuation in Florida's history: ≈6 million residents statewide.	St. Lucie opened multiple shelters and hosted evacuees from southern and western Florida. Post-storm flooding displaced local households for weeks.
2019	DR-4468-FL (Hurricane Dorian)	Offshore track prompted precautionary evacuations along Florida's east coast.	Three shelters opened, housing over 570 residents; inland location made St. Lucie a regional refuge and staging area.
2022	DR-4673-FL (Hurricane Ian)	Gulf Coast landfall but statewide emergency declaration.	St. Lucie served as a support and hosting area for evacuees transiting eastward.
2022	DR-4680-FL (Hurricane Nicole)	Landfall south of Vero Beach; high tides and surge along Treasure Coast.	Included in 51-county declaration; local mass care and traffic management coordinated with state partners.
2023	DR-4734-FL (Hurricane Idalia)	Major Gulf Coast event; statewide evacuations influenced East Coast corridors.	St. Lucie acted as a transit and receiving node, accommodating evacuees and logistics operations.

OBSERVED PATTERNS AND LONG-TERM MIGRATION CONTEXT

- **Repetitive Evacuation History:** The 2004 hurricane season (Hurricanes Frances and Jeanne) remains the most significant acute displacement episode, causing tens of thousands of temporary relocations and hundreds of FEMA housing placements.
- **Inland Refuge Role:** St. Lucie's inland, higher-elevation areas consistently provide refuge for evacuees from barrier islands and adjacent coastal counties. Hotel clusters near I-95 and the Turnpike serve as recurring mass care corridors.
- **Infrastructure and Access:** Every major event underscores the centrality of U.S. 1, I-95, and Indian River Lagoon causeways for evacuation and reentry management. These corridors experience severe congestion during multi-county evacuations.

- **Economic and Housing Impacts:** Following the 2004–2005 hurricane seasons, housing price growth temporarily stalled and insurance premiums spiked. Similar, though less severe, effects followed Hurricane Irma (2017), when statewide claims increased by over $11 billion. These pressures influence longer-term migration, encouraging some coastal residents to relocate inland or out of state.
- **Future Mobility:** Over future planning horizons, increased coastal flooding in low-lying areas may influence gradual relocation patterns and increase housing demand in inland receiving areas.

The Broader "Mass Migration" to Florida Beyond episodic disaster movements, Florida's population story exemplifies one of the largest internal migrations in modern U.S. history. Since the 1950s, the state has transitioned from rural and agricultural to the nation's third-most-populous, driven largely by northern in-migration:

- Between 1970 and 2020, Florida's population grew from 6.8 million to 21.5 million, with over 80% of net migration originating from the Northeast and Midwest.
- St. Lucie County reflects this trend directly: Population expanded from 87,000 in 1990 to around 322,000 in 2020, a 270% increase, fueled by retirees and remote-work households seeking affordable coastal access and lower taxes.
- This long-term demographic inflow constitutes a macro-scale migration event, altering the built environment, infrastructure demands, and hazard exposure across the Treasure Coast.
- The same factors that attracted newcomers, coastal amenities and warm climate, now heighten vulnerability to storm surge, sea-level rise, and insurance volatility,

Probability of Future Conditions

The probability of mass illegal immigration remains low in St. Lucie County.[325] Historically, migrants that have entered Florida from the Caribbean by boat have done so in counties further to the south. Tracking technology used by the US Coast Guard has continued to improve and migrants are more likely to be intercepted before landing than to reach the St. Lucie coastline. While some factors might push more people to try and migrate to the U.S., like increasingly severe hurricanes in the Caribbean and political instability in Haiti, it is unlikely those people will end up in St. Lucie County.

Over the next five years, the probability of short-term displacement from hurricanes and tropical storms in St. Lucie County remains high, while the likelihood of medium- to long-term sea level rise and flooding-related relocation from lagoon-front and barrier-island areas is low to moderate but rising. Over a 20- to 30-year horizon, projected sea-level rise and repetitive flooding are expected to make both coordinated (planned, programmatic) and individual (market-driven) relocation increasingly consequential. These shifts will shape population distribution, property values, tax base dynamics, and insurance affordability across all four jurisdictions: St. Lucie County, the City of Port St. Lucie, the City of Fort Pierce, and the Town of St. Lucie Village.

[325] Florida State Hazard Mitigation Plan, "Mass Migration, " 2023, https://flshmp-floridadisaster.hub.arcgis.com/pages/mass-migration.

In the near term, most population movements will continue to arise from storm-driven evacuations. Major hurricanes and tropical storms will displace residents for periods ranging from days to weeks, depending on the extent of damage and restoration timelines. However, chronic flooding and sea-level rise will increasingly influence population patterns over coming decades. Higher high tides, storm-surge stacking, and elevated groundwater levels will increase the frequency of nuisance flooding and degrade septic and drainage performance, particularly along Hutchinson Island and other low-elevation neighborhoods fronting the Indian River Lagoon. These same areas, long prized for their waterfront amenities, will face growing functional vulnerability as routine flooding affects access, safety, and property maintenance costs.

Insurance and financing pressures will accelerate these shifts. Rising premiums, nonrenewals, higher deductibles, and stricter lending requirements, especially for flood and wind coverage, will influence household and business decisions about whether to remain in high-risk zones. Where carrying costs outpace income or perceived safety declines, property markets may stagnate, producing slower appreciation or even depreciation. Over time, this dynamic will create a spatial divide: Inland neighborhoods will retain or increase value, while coastal micromarkets see flattening or declining prices.

Inland areas, particularly Port St. Lucie and upland portions of Fort Pierce, are poised to absorb population growth both from continued in-migration and the gradual inland shift of coastal residents. If housing supply lags, these areas may experience higher rents, elevated home prices, and pressure on utilities, transportation, and schools. Over the long term, this pattern will resemble a slow redistribution of population rather than an abrupt exodus, yet it will steadily reshape service demands and infrastructure investment priorities throughout the county.

The ranges in Table 123 reflect southeast Florida planning magnitudes, aligned with NOAA and regional sea-level guidance.

Table 123: Planning Horizon and Implications

Horizon	SSP4.5[326] (Moderate Scenario)	Implications for People, Property, Markets, and Revenue
2030	4–6 inches of sea-level rise (SLR)	More frequent sunny-day flooding in the lowest coastal frontages; early signals of insurance repricing (higher deductibles, coverage limits). Housing appreciation begins to lag in repeatedly flooded micromarkets. Countywide tax base remains stable, but localized fiscal stress emerges.
2050	10–15 inches SLR	Regular nuisance flooding on Hutchinson Island and select lagoon-front blocks; National Flood Insurance Program (NFIP) and private-market premiums rise, and lender conditions tighten. Property values

[326] SSP4.5 (Shared Socioeconomic Pathway) refers to an intermediate scenario from the IPCC which assumes intermediate greenhouse gas emissions. It is commonly used in regional planning to estimate future sea-level rise.

Horizon	SSP4.5[326] (Moderate Scenario)	Implications for People, Property, Markets, and Revenue
		in affected zones flatten; inland demand and prices accelerate. Tax base shifts inland; coastal maintenance costs rise.
2070	16–24 inches SLR	Tidal flooding windows lengthen; septic performance and drainage degrade in low-lying tracts. Voluntary buyouts, easements, and elevation retrofits become cost-effective. Insurance availability deteriorates; some waterfront markets experience persistent discounts. Coordinated programs to disincentivize development in vulnerable areas, if funded, can stabilize markets and preserve value.
2100	24–40 inches SLR	Chronic inundation of lowest-lying frontage drives significant population redistribution. Some waterfront neighborhoods transition toward open space or nature-based buffers. Coastal property values decline, shifting tax base inland; service delivery costs increase unless offset by policy adjustments.

Even under the moderate SSP4.5 scenario, sea-level rise will amplify drainage limitations and compound surge effects during storms. Small increments in sea level can transform occasional flooding into regular tidal inundation. By mid-century, many lagoon-front parcels may flood during seasonal high tides; by 2070, under the high-emissions scenario, chronic flooding and infrastructure deterioration could render some coastal properties economically unviable. Table 124 shows how risk evolves across planning horizons.

Table 124: Evolution of Risk Across Planning Horizons

Horizon	Short-Term Evacuation and Displacement (Days–Weeks)	Medium-Term Displacement (Weeks–Months)	Long-Term Relocation (Months–Years)
0–5 years	High – annual hurricane season displacement	Moderate – storm-specific, event-driven	Low–Moderate – early market signals in most flood-prone zones
6–20 years	High – recurring storms and outages	Moderate–High – more frequent recovery delays	Moderate under SSP4.5; Moderate-High under higher scenarios for select lagoon-front or barrier-island areas
21–30 years	High	High – frequent, costlier recovery periods	High – reduction of property values in repeatedly flooded neighborhoods; relocation becomes fiscally competitive with protection under higher scenarios

For residents, repeated flooding, road closures, and utility interruptions will gradually normalize, prompting preemptive moves inland, especially among older adults, lower-income households, and those

reliant on electricity-powered medical equipment. Property owners in low-lying areas will face mounting costs to elevate or retrofit structures and drainage, while those in inland areas will see growing appreciation pressures and heightened infrastructure demand.

Insurance affordability is poised to be the key accelerant of migration. As wind and flood claims rise, both NFIP and private insurers will continue to increase rates and deductibles. Many coastal homeowners already face premium escalations exceeding 25% annually under NFIP risk-rating reform, while private carriers selectively withdraw from the market. This trend will widen the affordability gap between coastal and inland markets, potentially creating a bifurcated housing system where lower-risk inland properties continue appreciating and flood-prone areas stagnate or depreciate.

Fiscal and tax-base impacts will mirror these shifts. As property values erode along vulnerable shorelines and repetitive-loss properties multiply, the ad valorem tax base will shift inland. Meanwhile, service costs, such as drainage maintenance, seawall repair, and emergency response, will remain disproportionately high in coastal neighborhoods, leading to long-term budget imbalances unless mitigated by adaptation funding or cost-sharing programs.

Vulnerability Assessment

St. Lucie County's vulnerability to mass migration manifests in three ways: (1) acute, disaster-driven surges of evacuees during major hurricanes and post-storm displacement, (2) chronic, climate-driven relocation from barrier-island and low-lying Indian River Lagoon neighborhoods toward higher-elevation inland areas over years to decades, and (3) acute international migration from refugees or general immigrants from the Caribbean, Central, or South America. Because the county sits on the I-95/Florida Turnpike spine with key east–west connectors (SR 70/Okeechobee Rd, SR 68/Orange Ave-Indrio Rd) and two causeways (Seaway/South Causeway and North Causeway) that tie Hutchinson Island to the mainland, even modest flows can quickly stress sheltering, traffic, health, and human services. With a 2020 population of around 322,000, short-term surges of a few hundred to a few thousand people (e.g., precautionary evacuations) are operationally significant, while multi-month displacement or longer-term inland shifts reshape housing markets, tax base distribution, and service demand.

Vulnerability to illegal mass migration is relatively low. The county could handle small to medium numbers of migrants with its current medical system and police force. State and Federal resources would likely be available soon after the migrants landed to help support the county and relieve them of the responsibility of caring for and transporting the migrants. In the unlikely scenario that hundreds of migrants land on the coast of St. Lucie County, medical and safety services would likely be stressed to their breaking points, requiring additional resources.

IMPACTS TO ASSETS

Table 125 provides a summary of the consequences of mass migration. It discusses effects on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, and public confidence.

Table 125: Consequence Analysis

Sector	Consequence
Public	Short-term needs apply to both internal migration and international illegal migration and could include shelter, lodging, food, fuel, medications, and information; prolonged displacement elevates behavioral-health needs, school transitions for children, and case-management demand (documents, insurance, benefits). Heat and power disruptions increase risk for older adults and medically dependent residents.
First Responders	Spikes in 911 calls (wellness checks, medical transport, traffic incidents near interchanges/causeways); sustained operations for shelter security and mass care; mutual-aid coordination and staffing for points of distribution (PODs) and reception centers.
Property, Facility, and Infrastructure	Shelters, schools, and community centers operate at or near capacity; water/wastewater loads rise in receiving neighborhoods; traffic operations strained at I-95/Turnpike/U.S.-1 nodes; temporary housing sites require utilities, solid-waste service, and ADA access; ports/airport may support relief logistics.
Environment	Increased solid-waste and debris volumes; potential septic stress in low-lying areas during flood periods; need for temporary sanitation at shelters and staging areas; risk of small spills at fueling or distribution sites during high-tempo operations.
Economic Conditions	Hotels near interchanges fill rapidly; local spending shifts toward essentials; some small businesses lose staff or clientele during prolonged displacement; construction, repair, and human-services sectors see short-term booms; rents and entry-level home prices rise in receiving areas if supply is tight.
Public Confidence	Clear, multilingual messaging on shelter locations, transportation, temporary housing, and assistance programs is critical; confusion over insurance/eligibility erodes trust; transparent data on capacity and reopening timelines stabilizes expectations.

IMPACT ON COMMUNITY LIFELINES

FEMA's community lifelines are shown in Figure 88. Mass migration poses a threat to these lifelines in the ways listed below.

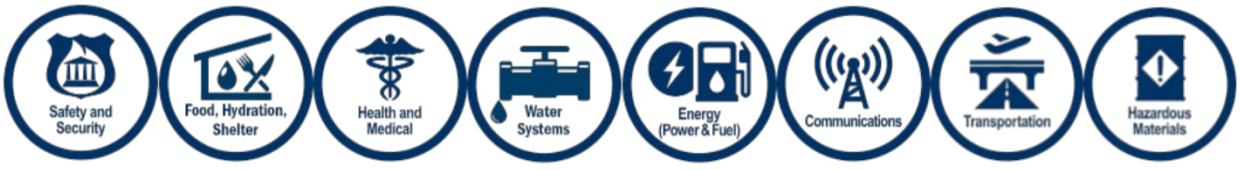


Figure 88: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** Large inflows require perimeter control at shelters and reception hubs, traffic management at interchanges and causeways, and coordinated law-enforcement presence at points of

distribution (PODs). Evacuation/reentry timing and bridge status (Seaway/North Causeway) are pivotal for order and access.

- **Food, Hydration, and Shelter:** Demand concentrates first in hotels near I-95/Turnpike and then in County-managed shelters and faith-based/NGO sites. Medium-term displacement requires temporary housing pathways, school nutrition continuity, and supply chains that can keep groceries and fuel available during peak demand.
- **Health and Medical:** Hospitals, including Lawnwood Regional, HCA Florida St. Lucie, and Cleveland Clinic Tradition, and clinics experience surges from heat illness, injuries, chronic-care interruptions, and stress. Durable medical equipment support (e.g., oxygen concentrators, refrigeration for insulin) and behavioral health services become sustained needs.
- **Water Systems:** Receiving-area neighborhoods see elevated potable demand; wastewater flows increase with shelter occupancy and temporary housing sites. Utilities must monitor pressure/quality, deploy portable sanitation where needed, and coordinate with environmental health for boil-water advisories after flood events.
- **Energy (Power and Fuel):** Higher, localized demand at shelters, hotels, and temporary housing sites increases generator fuel needs; retail fuel availability can tighten during statewide evacuations. Power restoration priorities should reflect shelter grids, hospitals, and major corridor signals.
- **Communications:** Cellular networks may congest during peak movement; redundancy in public warning, such as the Integrated Public Alert and Warning System (IPAWS), short message service (SMS)/email lists, broadcast media, and social platforms, and multilingual materials (English/Spanish/Creole) are essential for wayfinding, aid enrollment, and reunification.
- **Transportation:** I-95, the Turnpike, U.S. 1, SR 70, SR 68, and A1A carry most flows. Traffic management plans, such as hard shoulder use, reversible lanes where applicable, tow/quick-clearance operations, fuel resupply, are crucial. Public transit must be adapted to serve shelters, clinics, and temporary housing clusters.
- **Hazardous Materials:** No systemic release is expected. Credible risks include small spills at fueling depots, maintenance yards, and temporary staging areas. Standard containment, notification, and cleanup protocols apply.

IMPACTS DUE TO CHANGES IN DEVELOPMENT

Planned and ongoing growth, especially in Port St. Lucie and upland Fort Pierce, increases the exposure of receiving areas by concentrating population on existing arterials and utility systems. As sea-level rise and repetitive flooding incrementally reduce desirability or insurability for lagoon-front and barrier-island micromarkets, demand shifts inland, tightening vacancy rates, and elevating rents and entry-level home prices unless new supply comes online. The TVC build-out and other greenfield or infill areas should be planned as receiving neighborhoods with right-sized water/wastewater capacity, multimodal access, and resilient community facilities (shelters/resilience hubs with standby power, solar plus storage). Without supply and infrastructure to match inflows, schools and clinics face sustained crowding, and congestion worsens at I-95/Turnpike interchanges and along U.S. 1. Over time, the ad valorem tax base (i.e., property

taxes based on assessed value) shifts inland while per-capita service costs rise in the most flood-prone coastal tracts, reinforcing the fiscal case for voluntary buyouts, conservation setbacks, and nature-based buffers where protection is not cost-effective.

Changes in development in St. Lucie County do not change the impact of illegal migrants landing in the county.

IMPACTS ON POPULATIONS OF FOCUS

- **Low Income Residents:** Low-income residents in St. Lucie County, who comprise approximately 15% of the population, are particularly vulnerable during mass migration events due to limited resources and access to support services. The stress of displacement can exacerbate existing financial hardships, as they may face job loss during prolonged absences from work. Additionally, the rising costs of housing in receiving areas can lead to increased instability, with many families struggling to find affordable accommodations amid spikes in rental prices during times of high demand.
- **Elderly Population (Fixed Income):** The elderly population in St. Lucie County, which accounts for about 20% of residents, often lives on fixed incomes. This financial constraint limits their ability to prepare for emergencies, such as securing backup power or temporary housing during mass migration events. Furthermore, the need for wellness checks and accessible transportation to shelters becomes critical, as many elderly individuals may struggle with mobility during evacuations.
- **Low Lying Areas:** Residents in low-lying areas of St. Lucie County, particularly those near the Indian River Lagoon, are at heightened risk during mass migration events due to their vulnerability to flooding and storm surge. These areas often experience chronic flooding, which can lead to repeated evacuations during severe weather events. With elevations often less than 10 feet above sea level, these communities may face significant challenges in accessing safe shelter and essential services. The cumulative stress of frequent evacuations can also affect mental health and community cohesion, as residents cope with ongoing instability in their living conditions. These areas are most likely to be impacted by cumulative impacts of increased coastal flooding from sea-level rise and most likely to see reductions in home value appreciation or even reductions, impacting local tax bases and the ability of residents to sell their homes.
- **Substandard Mobile Homes:** Individuals living in substandard mobile homes, which represent a small but significant portion of housing in St. Lucie County, face unique challenges during mass migration events. These structures may not withstand prolonged power outages or severe weather, leaving residents vulnerable to displacement. The combination of inadequate housing quality and limited financial resources can significantly hinder recovery efforts for these residents during and after mass migration incidents.

Terrorism and Sabotage

Definition

Terrorism and sabotage are both tactics that involve the use of violence or disruption to achieve specific political or ideological goals, but they have distinctive characteristics. *Terrorism* is defined as an "activity that (1) involves a violent act or an act dangerous to human life, property, or infrastructure; and (2) appears to be intended to intimidate or coerce a civilian population; to influence the policy of a government by intimidation or coercion; or to affect the conduct of a government by mass destruction, assassination, kidnapping, or hostage-taking."[327]

Terrorism is broken down into two distinct categories:[328]

- **International:** "Violent, criminal acts committed by individuals and/or groups who are inspired by, or associated with, designated foreign terrorist organizations or nations (state-sponsored)." An example is the September 11th attacks, coordinated by the extremist group al-Qaeda, which involved the hijacking of four airplanes. The destruction of the World Trade Center and substantial damage to the Pentagon are both examples of international terrorism.
- **Domestic:** "Violent, criminal acts committed by individuals and/or groups to further ideological goals stemming from domestic influences, such as those of a political, religious, social, racial, or environmental nature." One example of this is the Oklahoma City Bombing, in which Timothy McVeigh and Terry Nichols carried out a truck bombing of the Alfred P. Murrah Federal Building.

Sabotage refers to the "deliberate destruction of property or slowing down of work with the intention of damaging a business or economic system or weakening a government or nation in a time of national emergency."[329] For example, hackers breached the Colonial Pipeline's network, causing the company to shut down operations, which resulted in fuel shortages across the East Coast. This act of sabotage had significant economic impacts.[330]

While both tactics aim to disrupt and draw attention to specific grievances, terrorism typically targets civilians to evoke fear and political change. Sabotage, however, tends to focus more on disrupting logistical or operational capabilities.

For the purposes of the Local Mitigation Strategy, this hazard includes acts of violence, disruption of public services, cyberattacks that degrade or disable essential systems, and intentional damage to infrastructure that could impair community functions. While St. Lucie County has no history of terrorist

[327] U.S. Department of State, "Executive Order 13224," https://www.state.gov/executive-order-13224.
[328] Federal Bureau of Investigation, "Terrorism," https://www.fbi.gov/investigate/terrorism.
[329] Britannica, "Sabotage," https://www.britannica.com/topic/sabotage-subversive-tactic.
[330] Cybersecurity and Infrastructure Security Agency, "The Attack on Colonial Pipeline: What We've Learned and What We've Done Over the Past Two Years," https://www.cisa.gov/news-events/news/attack-colonial-pipeline-what-weve-learned-what-weve-done-over-past-two-years.

attacks, the county recognizes the need to assess potential vulnerabilities and ensure that essential systems remain resilient.

Location and Extent

Terrorism and sabotage can occur in any part of St. Lucie County. As with most communities, potential exposure relates primarily to the presence of critical infrastructure, public gathering spaces, transportation corridors, and facilities that support commercial and maritime activity.

Countywide, certain types of locations may present opportunities for disruption based on their function, not their jurisdiction. These include public venues, government buildings, schools, commercial centers, marinas, waterfront facilities, and transportation nodes. The Port of Fort Pierce, Treasure Coast International Airport, regional utilities, and local maritime facilities operate under state and federal security requirements and represent assets that require coordinated protection, regardless of where they are located.

The St. Lucie Nuclear Power Plant on Hutchinson Island is a federally regulated facility with its own robust security posture. While it is a critical national asset, it does not create disproportionate terrorism risk for any single city or community in the county.

Overall, the exposure to terrorism and sabotage remains generally consistent across St. Lucie County. Risk is driven more by the nature of the asset or activity rather than by municipal boundaries or population size.

EXTENT

Terrorism: In 2011, the Department of Homeland Security (DHS) created the National Terrorism Advisory System (NTAS) to replace the color-coded alerts of the Homeland Security Advisory System.[331] The NTAS was established to communicate information about terrorist threats to the public and law enforcement more effectively, providing the American public with timely and transparent updates.

The NTAS consists of two main types of alerts: Elevated and Imminent (see Table 126).[332]

Table 126: Terrorism Scale[333]

Alert Type	Description
Elevated	Indicates a credible threat of terrorism or a plot that is likely to occur
Imminent	Warns of a specific and credible threat that is expected to happen soon

[331] U.S. Department of Homeland Security, "National Terrorism Advisory System," https://www.dhs.gov/national-terrorism-advisory-system.
[332] State of West Virginia, "Update to the National Terrorism Advisory System," https://emd.wv.gov/About/News/Documents/NTAS%20Bulletin%20Fact%20Sheet.pdf.
[333] State of West Virginia, "Update to the National Terrorism Advisory System," https://emd.wv.gov/About/News/Documents/NTAS%20Bulletin%20Fact%20Sheet.pdf.

In addition to these alerts, the NTAS issues bulletins that provide detailed information on potential threats or trends in terrorism. These bulletins inform the public and enhance situational awareness without necessarily indicating an impending attack.

Cybersecurity Sabotage: The Cyber Incident Severity Schema is a framework adopted by the U.S. Federal Cybersecurity Centers, in collaboration with various departments and agencies focused on cybersecurity and cyber operations. This schema serves to standardize the evaluation and assessment of cyber incidents that impact the homeland, U.S. capabilities, or U.S. interests.

Key components of the schema include the following:[334]

- **Severity Assessment:** This component establishes a standard method for determining how serious a cyber incident is, helping agencies prioritize response efforts.
- **Response Urgency:** This categorizes the urgency required for responding to different types of incidents to ensure timely mitigation.
- **Coordination Seniority Level:** This component defines the seniority level necessary for coordinating response efforts, ensuring that appropriate personnel are involved based on the incident's severity.
- **Investment Level:** This outlines the level of resources and investment required for effective response, guiding agencies in allocating funding and personnel.

To support these components, the Cyber Incident Severity Schema also defines a six-level scale for classifying the intensity of cyber incidents (see Table 127).

Table 127: Levels of Cybersecurity Severity[335]

Level	Description
5 – Emergency (black)	Poses an imminent threat to the provision of wide-scale critical infrastructure services, national government stability, or to the lives of U.S. persons.
4 – Severe (red)	Likely to result in a significant impact to public health or safety, national security, economic security, foreign relations, or civil liberties.
3 – High (orange)	Likely to result in a demonstrable impact to public health or safety, national security, economic security, foreign relations, civil liberties, or public confidence.
2 – Medium (yellow)	May impact public health or safety, national security, economic security, foreign relations, civil liberties, or public confidence.

[334] The White House, *Cyber Security Severity Schema*, https://obamawhitehouse.archives.gov/sites/whitehouse.gov/files/documents/Cyber%2BIncident%2BSeverity%2BSchema.pdf.
[335] The White House, *Cyber Security Severity Schema*, https://obamawhitehouse.archives.gov/sites/whitehouse.gov/files/documents/Cyber%2BIncident%2BSeverity%2BSchema.pdf.

Level	Description
1 – Low (green)	Unlikely to impact public health or safety, national security, economic security, foreign relations, civil liberties, or public confidence.
0 – Baseline (white)	Unsubstantiated or inconsequential event.

Therefore, the range of intensities spans from Emergency (5) to Baseline (0).

JURISDICTIONAL IMPACTS

Hazard impacts refer to the adverse effects stemming from natural or human-induced events. These impacts include physical damage, human health concerns, and economic, environmental, and social impacts, as shown in Table 128.

Table 128: Jurisdictions and Hazard Impacts

Participant	Impacts
St. Lucie County, Fort Pierce, Port St. Lucie, and the Village of St. Lucie	The impacts would be similar across all jurisdictions. Terrorism and sabotage could lead to physical damage to infrastructure, including public buildings, transportation systems, and utilities, disrupting daily life. Human health concerns may arise from exposure to hazardous materials or psychological stress on the community, leading to increased anxiety and fear. Substantial economic losses could stem from business interruptions, heightened security costs, and potential declines in tourism. Environmental damage may occur if attacks involve chemicals or other pollutants, resulting in long-term degradation of local ecosystems and reduced community well-being. Cyberattacks can shut down or corrupt digital systems that jurisdictions rely on to function. These attacks can interrupt important services to residents and integral communication systems.

NATIONAL RISK INDEX

The NRI is a valuable tool for assessing various hazards across communities in the United States; however, it does not evaluate terrorism or sabotage as a significant hazard and will therefore not be included in this particular hazard profile.

Magnitude and Severity

The potential magnitude and severity of terrorism and sabotage vary depending on the nature of the attacks and the assets targeted. Given the county's infrastructure, which includes critical facilities such as power plants, hospitals, and transportation networks, an act of terrorism could result in widespread physical damage, service disruption, and threats to public safety. Impact may include not only immediate casualties and injuries but also long-term economic repercussions, such as job losses and declines in property values.

Additionally, psychological effects on the community could be profound, leading to heightened fear and anxiety among residents. Severity is further compounded by the potential for cascading impacts on the community services, including healthcare and emergency response systems, which may struggle to meet demand following an incident.

Historic Events

Since 2019, there have been no reported terrorist attacks in St. Lucie County. However, there have been several instances of cyberattacks which align with the definition of sabotage. These cyberattacks impaired essential services and required significant recovery times. These attacks illustrate the need for strong system security, redundancy, and coordinated cybersecurity practices across all county agencies.

In 2019, the St. Lucie County Sheriff's Office was the victim of a malware attack. The attack disrupted multiple internal systems and required an extended recovery process, though no confidential information was compromised. The source of the intrusion was never publicly identified.[336]

In November 2023, the St. Lucie County Tax Collectors Office was struck with a ransomware attack. A ransomware group publicly claimed responsibility for the incident which resulted in temporary service interruptions and a coordinated remediation effort. While local office data was compromised, no sensitive public data was accessed since that data is stored in secured hard drives off premises. While the incident appeared financially motivated, it demonstrates the potential for cyber disruption to impair essential services.[337]

FEMA DISASTER DECLARATIONS

There are currently no FEMA disaster declarations associated with this hazard.

Probability of Future Conditions

Terrorism remains a low-probability hazard in St. Lucie County, consistent with trends across similar Florida jurisdictions. There is no intelligence indicating specific targeting of local facilities or communities.

Sabotage and cyber disruption are comparatively more likely due to the increasing reliance on digital systems, interconnected infrastructure, and automation in critical services. Continued population growth, increased reliance on digital systems, system interdependence, and the expansion of commercial and government services may modestly increase probability of cyber or operational disruption over time.

[336] Will Greenlee, "Cyber Attack Is 'New Wave of Terrorism,' St. Lucie County Sheriff Says," *TCPalm*, January 29, 2020, https://www.tcpalm.com/story/news/crime/st-lucie-county/2020/01/29/sheriff-ken-mascara-said-cyber-attack-new-wave-terrorism/4607260002/.
[337] Wicker Perlis, "Hacker gang claims St. Lucie County breach, tax collector says sensitive info not at risk," *TCPalm,* November 14, 2023, https://www.tcpalm.com/story/news/local/st-lucie-county/2023/11/14/ransomware-group-claims-it-took-sensitive-information-but-did-it/71571855007/.

These trends highlight the need for robust cybersecurity practices, redundancy, and protective measures across county agencies and partner organizations.

Vulnerability Assessment

Vulnerability to terrorism and sabotage is influenced by the presence of critical infrastructure, essential government functions, public venues, and interconnected digital systems rather than by municipal boundaries.

Countywide vulnerabilities include utilities, water and wastewater facilities, communication systems, transportation routes, health care facilities, and emergency services infrastructure. Cyber vulnerabilities may arise from system interdependence, remote access functions, and the integration of new technologies without adequate safeguards.

Certain populations, including older adults, limited-resource residents, individuals with disabilities, households with limited resources, and those facing language or technology barriers, may experience disproportionate impacts if services are disrupted or if emergency information is difficult to access.

IMPACTS ON ASSETS

Table 129 provides a summary of the effects of terrorism and/or sabotage. It discusses the impact on the public, first responders, continuity of operations, property, infrastructure, the environment, economic conditions, public confidence, and the consequences of these impacts.

Table 129: Consequence Analysis

Sector	Consequence
Public	• The public may suffer from injuries, health risks, mental trauma, financial loss, or disruption of daily life.
First Responders	• First responders may face heightened risks when responding to incidents, as well as increased calls for service related to arson or explosive incidents. • There may be increased demand for personnel and resources to investigate incidents. This demand, along with efforts to improve preparedness for potential attacks, can strain existing staffing capacity. • Public health agencies may need to expand services to address potential outbreaks of disease or mental health issues arising from the aftermath of terror-related events.
Continuity of Operations	• Water treatment facilities, power plants, and communications systems may be targeted, leading to outages that affect residents' access to essential services. • Terrorism and sabotage can disrupt police, fire, and emergency medical response, leading to delays in emergency assistance and increased risk to public safety. • Hospitals and clinics may be overwhelmed by a crisis, hindering the ability to provide medical care and exacerbating health concerns.

Sector	Consequence
	• Key transportation routes may be targets, impacting evacuations and the delivery of essential goods and services. These disruptions may also complicate the movement of emergency response teams. • Disruptions in communication networks can limit the dissemination of critical information and hinder coordination among emergency response efforts. • Attacks on public gathering places or designated shelters can diminish resources available for displaced individuals during emergencies.
Property, Facility, and Infrastructure	• Roads, bridges, and railways may be damaged or obstructed, disrupting transportation, emergency response efforts, and local commerce. • Educational institutions and community centers may face threats, affecting community safety.
Environment	• Contamination of local water supplies could occur through deliberate tampering with water treatment facilities, leading to public health crises and waterborne illness. This contamination may also have long-term environmental impacts. • Damage to power plants or renewable energy sites can result in widespread outages, affecting not only the environment but also the economic stability of communities dependent on these resources. • Sabotage of industrial plants may lead to harmful emissions, degrading air quality, and posing health risks to residents in the vicinity.
Economic Conditions	• Terrorism or sabotage could lead to decreased tourism visits, affecting local businesses such as hotels, restaurants, and attractions. This decline may reduce overall revenue. • Damage to retail establishments from attacks may lead to property losses and decreased consumer confidence, resulting in lower sales and potential business closures. • Damage to transportation systems could disrupt supply chains and access to goods and services, impacting the local economy and increasing repair costs. • Concerns about safety can lead to declining property values, affecting investment and the local housing market, amid potential long-term economic impacts. • Increased risks related to terrorism and sabotage may lead to higher insurance premiums for businesses and property owners, increasing operational costs across various sectors.
Public Confidence	• Terrorism and sabotage can undermine public trust in local emergency response capabilities, leading to increased fear and hesitation to seek help during emergencies. • Incidents can heighten concerns about personal safety in public spaces, affecting community cohesion and participation in social events. • Businesses may experience reduced foot traffic and sales due to fear of attacks, impacting the overall economic stability and growth of St. Lucie County. • Damage to critical infrastructure from attacks can result in service disruptions and erode confidence in the community's resilience.

Sector	Consequence
	• Terrorism can create an atmosphere of fear, leading to decreased participation in community events and changes to daily routines.

IMPACT ON COMMUNITY LIFELINES

FEMA's community lifelines are shown in Figure 89. Terrorism and sabotage pose a threat to these lifelines in the ways listed below.

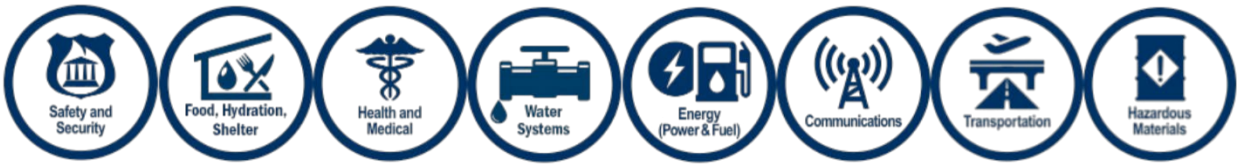


Figure 89: Federal Emergency Management Agency Community Lifelines

- **Safety and Security:** One of the first areas affected is safety and security. This lifeline would likely face the most immediate threats, as acts of terrorism could destabilize local law enforcement, create public panic, and strain emergency response capabilities.
- **Food and Hydration:** Food and hydration could also be impacted, as terrorism could disrupt food supply chains, leading to shortages and increased prices. Vulnerable populations who rely on local resources would be particularly affected, facing challenges in accessing necessary food and drinking water.
- **Health and Medical:** Attacks on health and medical facilities could hinder access to essential services, stressing the healthcare system and potentially causing delays in treatment for those in need. Such disruptions can have long-lasting effects on the community's overall health and well-being, as individuals may avoid seeking care out of fear or in response to compromised facilities.
- **Water Systems:** The water system could be compromised by sabotage that targets local water supplies, resulting in contamination threats that would jeopardize public health. This would not only create immediate health risks but could also lead to widespread panic and distrust in public resources, making effective management and communication challenging.
- **Transportation:** Transportation lifelines could experience disruptions during incidents of terrorism and sabotage. Attacks on transportation infrastructure, such as bridges or roads, can hinder the movement of people and goods, complicating evacuation efforts and logistics in times of emergency.
- **Energy:** Energy supply distributions could lead to power outages, affecting businesses and households. Such outages can exacerbate existing vulnerabilities during crises, making it difficult for residents to access essential services and maintain safe environments, especially in extreme weather conditions.
- **Communications:** Lastly, communications systems may be targeted to cause confusion and hinder emergency response efforts. Ineffective communication during crises can lead to misinformation,

which hampers coordination among response teams and prevents residents from receiving timely information about available safety measures and resources.

IMPACTS DUE TO CHANGES IN DEVELOPMENT

As St. Lucie County has increased in population and become more developed, its risks to terrorism and sabotage have increased in some ways but decreased in others. St. Lucie County's rapid population growth, particularly in cities like Port St. Lucie, has contributed to an increased risk of terrorism and sabotage.[338] Key investments, including the Southern Jobs Corridor, an armored car manufacturing facility, and the Kings Landing redevelopment project, create new high-density targets for potential attacks, increasing the potential for casualties and public panic in the event of an attack.[339]

To support the growing population and diversifying economy, the County is adding more critical infrastructure, which in turn creates more potential targets for sabotage.[340] Utility infrastructure, like the new deep injection well at the Prineville Water Treatment Facility in Port St. Lucie, is a critical system vulnerable to disruption.[341]

As government and private sector systems become more integrated to improve efficiency, this interdependence can increase the scope of a successful cyberattack. This was demonstrated in a 2020 ransomware attack on the St. Lucie County Sheriff's Office, which affected the department's network and services.[342]

On the other hand, the County has reduced its risk in some ways. In recent years, considerable efforts have been made to harden the County's digital infrastructure against cyberattacks, which are now considered a "new wave of terrorism." For example, following the 2019 ransomware incident, the St. Lucie County Sheriff's Office extensively upgraded its IT security, implementing next-generation firewalls and managed detection and response solutions.[343] Additionally, the County is developing redundancies in

[338] St. Lucie County Florida, "Facts and Stats," https://www.stlucieco.gov/government/facts-stats#:~:text=In%20recent%20decades%2C%20St.,Lucie%20Combined%20Statistical%20Area.
[339] Skyler Shepard, "St. Lucie County's Growth Brings Big Opportunities for Jobs and Infrastructure," *CBS12 News*, October 1, 2025, https://cbs12.com/newsletter-daily/st-lucie-countys-growth-brings-big-opportunities-for-jobs-and-infrastructure-south-florida-treasure-coast-economic-development-council-news-october-1-2025.
[340] Skyler Shepard, "County Commissioners Respond to Port St. Lucie Mayor's Concerns about Development Plans," *CBS12 News*, September 17, 2024, https://cbs12.com/news/local/county-commissioners-respond-to-port-st-lucie-mayors-concerns-about-development-plans-growth-congestion-traffic-rift-communication-port-st-lucie-city-county-commission-september-17-2024.
[341] Wicker Perlis, "What's That 130-Foot-Tall Tower at the Port St. Lucie Water-Treatment Plant on Prineville?," *TCPalm*, July 30, 2025, https://www.tcpalm.com/story/news/local/st-lucie-county/2025/07/30/deep-injection-well-installation-ongoing-at-port-st-lucie-water-plant-treasure-coast-florida-news/85308520007/?gnt-cfr=1&gca-cat=p&gca-uir=true&gca-epti=z116932p119650c119650e002100v116932b0042xxd004265&gca-ft=220&gca-ds=sophi.
[342] Will Greenlee, "Cyber Attack Is 'New Wave of Terrorism,' St. Lucie County Sheriff Says," *TCPalm*, January 29, 2025, https://www.tcpalm.com/story/news/crime/st-lucie-county/2020/01/29/sheriff-ken-mascara-said-cyber-attack-new-wave-terrorism/4607260002/?gnt-cfr=1&gca-cat=p&gca-uir=true&gca-epti=z114932e002600v114932b0055xxd005565&gca-ft=156&gca-ds=sophi.
[343] St. Lucie County Florida, "Systems, Security and Telecommunications," https://www.stlucieco.gov/departments-and-services/information-technology/systems-security-telecommunications.

essential systems to limit the impact of a targeted attack or sabotage. For instance, the new deep injection well at the Port St. Lucie water plant provides a second, redundant system for disposing of mineral byproducts.[344]

In St. Lucie County, vulnerabilities and sabotage vary across different jurisdictions due to local factors. Port St. Lucie faces heightened vulnerability from rapid population growth and critical infrastructure expansion, including investments that create potential targets. However, the city has enhanced its defenses through improved cybersecurity measures and compliance with the Florida Cybersecurity Act, following past incidents. Fort Pierce experiences similar risks due to its growing population and infrastructure, but local initiatives aimed at building redundancy in essential systems are helping to reduce vulnerability. In contrast, the Village of St. Lucie, being smaller and less populated, maintains a stable vulnerability profile, though still impacted by the county's overall infrastructure and cybersecurity landscape. Overall, while growth and expansion increase risks, proactive measures like cybersecurity improvements and system redundancies reduce some of the threats.

IMPACTS ON POPULATIONS OF FOCUS

Terrorism and sabotage pose substantial risks to vulnerable populations in the county. Throughout the area, limited-resource families, senior citizens, individuals with disabilities, and minorities often lack the resources necessary for effective preparedness and response to potential acts of violence or disruption. As threats of terrorism and sabotage continue to emerge, the likelihood of physical harm and property damage increases, leading to potential loss of community stability and safety. This situation is particularly concerning for those with limited mobility or financial means, who may struggle to evacuate or find shelter during emergencies.

The current and future assets at risk due to terrorism and sabotage include not only the most vulnerable individuals but also critical infrastructure and community resources that support them. Affordable housing units, community centers, and areas with a high concentration of minority populations may become targets or suffer collateral damage from violent acts, threatening to displace residents and diminish access to essential services. Furthermore, public services such as transportation networks and emergency response systems could be compromised, making it increasingly difficult for these populations to access necessary assistance during and after such events.

Minority communities often face systemic inequities that worsen their vulnerability during times of crisis. Economic gaps, language barriers, and historical marginalization can delay their access to emergency information and resources. The potential impact of terrorism and sabotage on these communities highlights a growing threat to social equality and community resilience. As acts of violence lead to injuries or fatalities, the risk of displacement and psychological trauma increases, particularly impacting those

[344] Wicker Perlis, "What's That 130-Foot-Tall Tower at the Port St. Lucie Water-Treatment Plant on Prineville?," *TCPalm*, July 30, 2025, https://www.tcpalm.com/story/news/local/st-lucie-county/2025/07/30/deep-injection-well-installation-ongoing-at-port-st-lucie-water-plant-treasure-coast-florida-news/85308520007/?gnt-cfr=1&gca-cat=p&gca-uir=true&gca-epti=z116932p119650c119650e002100v116932b0042xxd004265&gca-ft=220&gca-ds=sophi.

without adequate financial means or support networks. The degradation of access to crucial public services can severely disrupt daily life, affecting healthcare, transportation, and emergency assistance.

Mitigation Strategy

This section outlines St. Lucie County's strategy for minimizing losses from hazards identified in Section 4, Hazard Identification, Risk Assessment, and Vulnerabilities, consistent with 44 CFR §201.6(c)(3). The mitigation strategy includes goals and objectives guiding the mitigation strategy, specific actions proposed by the County, available funding sources, the agencies or departments responsible for implementation, and how these resources are effectively utilized to reduce risk to people, property, critical facilities, infrastructure, and natural systems.

Mitigation actions are proactive measures designed to reduce long-term risks, including acute hazard events and chronic stressors, such as sea-level rise, increased rainfall intensity, and extreme heat, as identified in the County's Regional Resilience Vulnerability Assessment (2025). These initiatives may involve regulatory frameworks, technological advancements, and community programs aimed at minimizing harm and enhancing resilience. Mitigation actions are developed in direct response to vulnerabilities identified in the risk assessment and are designed to be achievable within existing legal authority or through identified partnerships and funding programs. Examples include infrastructure improvements, educational initiatives, and land-use planning adjustments that target specific hazards, such as flooding, hurricanes, sea-level rise, power system failures, and population displacement. These actions emphasize reducing risk to existing buildings, infrastructure, and critical facilities, while limiting future risk associated with new development and redevelopment. Through this approach, St. Lucie County aims to create a safer, more resilient environment for its residents while reducing future disaster costs and reliance on post-disaster assistance.

The mitigation strategy highlights the importance of strengthening county and municipal resilience to hazards while improving residents' quality of life. By reducing unnecessary exposure to risks, communities can save lives, decrease property damage, and lessen the social and economic disruptions that follow hazard events, including service interruptions, housing instability, and public health impacts. Where limitations in authority, staffing, funding, or jurisdictional control affect the ability to expand or improve mitigation capabilities, these limitations are acknowledged and considered in the prioritization and phasing of mitigation actions.

Relationship to the Project Prioritization List and Resilient St. Lucie

The mitigation strategy for the St. Lucie County Local Mitigation Strategy (LMS) is informed by multiple, complementary planning efforts that together support a coordinated, whole-community approach to risk reduction and resilience. Besides the hazards, vulnerabilities, goals, and objectives identified in this LMS,

mitigation actions also may be informed by the County's ongoing Project Prioritization List (PPL) process and by actions and strategies emerging from the St. Lucie County Regional Resilience Plan, coordinated by Resilient St. Lucie, the County's community-wide resilience planning initiative.

The PPL serves as a standing, countywide mechanism for identifying, evaluating, and prioritizing mitigation projects across jurisdictions and departments. Although the PPL is informed by the LMS, it is not specific to this or any other single LMS update and is maintained continuously to reflect evolving needs, completed projects, and emerging opportunities. Similarly, the St. Lucie County Regional Resilience Plan is being developed to address longer-term climate, infrastructure, and community resilience challenges, many of which overlap with hazard mitigation objectives and address chronic and compounding risks identified in the County's vulnerability assessments.

As a result, some mitigation actions included in this LMS intentionally reflect or reinforce projects and strategies identified through the PPL and Resilient St. Lucie processes. This intentional alignment is designed to strengthen consistency across planning efforts, reduce duplication, and enhance the competitiveness of projects when seeking funding through federal, state, and regional programs. Project competitiveness can be strengthened when mitigation actions align across adopted plans, include identified funding sources, and demonstrate readiness for implementation.

By aligning mitigation actions across the LMS, the PPL, and the Regional Resilience Plan, St. Lucie County and its partner jurisdictions demonstrate an ongoing commitment to reducing risk, advancing resilience, and implementing mitigation actions both within and beyond the formal five-year hazard mitigation planning cycle. This integrated approach helps ensure that mitigation investments are strategic, cost-effective, and responsive to current and future hazard conditions while clearly supporting implementation, monitoring, and future updates of mitigation priorities.

Changes in Priorities

Since the adoption of the previous Local Mitigation Strategy update, St. Lucie County has refined its mitigation priorities to reflect emerging risks, updated hazard data, and recent disaster experience. These changes are informed by the St. Lucie County Regional Resilience Plan (2025), the Regional Resilience Vulnerability Assessment (2025), recent storm and flooding events, evolving insurance market conditions, and increased coordination with state and federal resilience initiatives.

Key changes in mitigation priorities include the following:

- Increased emphasis on flooding, storm surge, sea level rise, and stormwater management, driven by observed increases in repetitive flooding, tidal backflow, groundwater rise, and stormwater system limitations in low-lying and canal-adjacent neighborhoods, as well as along the Indian River Lagoon and barrier island areas, consistent with identified vulnerabilities affecting existing development and critical infrastructure.
- Greater focus on infrastructure resilience and service continuity, particularly for power, communications, water, and wastewater systems, recognizing the cascading impacts of infrastructure

failure on public safety, healthcare, emergency response, and economic recovery during recent hurricane events, and the need to reduce risk to critical facilities identified in the risk assessment.

- Elevated priority for power system reliability and backup energy solutions, including generators and distributed energy systems at critical facilities, based on extended outage durations experienced during recent storms and the increasing risks associated with extreme heat events, including impacts on medically vulnerable populations.
- Expanded consideration of voluntary acquisition, relocation planning, and housing stability, reflecting long-term sea level rise projections, insurance affordability and availability pressures in higher-risk areas, and growing pressures on housing, shelters, and public services in inland receiving areas, where mitigation actions may be constrained by existing land use, regulatory authority, or funding availability.
- Enhanced integration of public health, social vulnerability, and vulnerability considerations, including extreme heat, pandemics, and post-disaster stressors, to ensure that mitigation actions address the needs of elderly, low-income, medically vulnerable, and socially isolated populations.
- Improved alignment with FEMA mitigation funding priorities and eligibility criteria, including Flood Mitigation Assistance (FMA), the Hazard Mitigation Grant Program (HMGP), and other identified state and federal funding programs, to increase competitiveness for grant funding and accelerate implementation of high-impact projects.

These shifts in priorities ensure that the mitigation strategy remains responsive to current and projected risk conditions, supports cost-effective investment in resilience, and reflects lessons learned from recent hazard events. The updated priorities also strengthen coordination across County departments, municipalities, regional partners, and state and federal agencies, helping to ensure that mitigation actions contribute to long-term community resilience, fiscal sustainability, and public safety.

Mitigation Goals and Objectives

Hazard mitigation plans must identify goals for reducing long-term vulnerabilities to identified hazards (44 CFR, Section 201.6(c)(3)(i)). The LMS Working Group reviewed the guiding principle, goals, and objectives from the 2021 Hazard Mitigation Plan as part of the 2026 LMS update process, including consideration of updated hazard profiles, recent disaster events, and changes in community conditions. It was determined that the 2021 plan's guiding principle and objectives continue to reflect community priorities and the results of the updated risk assessment and vulnerability analysis and remain consistent with the hazards identified in this plan.

The guiding principle, goals, objectives, and actions in this plan all support one another and are intended to be mutually reinforcing across multiple hazard types, including flooding, hurricanes, sea-level rise, extreme heat, and infrastructure failures. The goals represent broad, long-term policy statements describing what the community seeks to achieve through hazard mitigation, while objectives were selected that met multiple goals and addressed both structural and nonstructural mitigation needs. Mitigation actions were prioritized based on their ability to meet multiple objectives and to reduce risk to people, property, critical facilities, and essential services identified as vulnerable in the risk assessment.

The LMS Working Group developed four (4) goals and numerous objectives to guide its work in developing this plan, program, and strategies for the St. Lucie Whole Community, including unincorporated areas, municipalities, special districts, businesses, and residents. The goals and objectives help focus efforts and resources on reducing hazard-related losses and damage in the future and avoiding duplication of efforts, funding, and implementation by coordinating mitigation activities across departments and jurisdictions, with consideration of existing capabilities, authorities, and resource constraints.

After examining changes in development patterns, population growth, climate conditions, hazard frequency and severity, mitigation program requirements, building code updates, and ongoing resilience initiatives, the LMS Working Group decided to keep the same goals and objectives from the 2021 LMS. Although the goals and objectives remain unchanged, the mitigation actions supporting them have been refined and expanded to reflect current conditions, updated data, and funding opportunities, and to better address both existing development and future growth and redevelopment. As such, the goals and objectives used as a guide for the development of the 2026 LMS, as well as mitigation plans, programs, and incentives implemented across the board for the St. Lucie Whole Community, are as follows:

Table 130 outlines the specific goals and objectives that support St. Lucie County's hazard mitigation efforts and provide the framework for prioritizing mitigation actions and investments over the five-year planning horizon.

Table 130: St. Lucie County Mitigation Goals and Objectives, 2026

Goal and Objective Number	Description
Goal 1	**Reduce the loss of life and property.**
Objective 1.1	Reduce flooding and wind damage.
Objective 1.2	Eliminate or retrofit repetitive-loss properties.
Objective 1.3	Retrofit or construct new critical facilities.
Objective 1.4	Protect and restore areas susceptible to erosion.
Objective 1.5	Improve local roadways to ensure safe, efficient evacuation.
Objective 1.6	Reduce the potential threat of fires—wildland and structural.
Objective 1.7	Increase public awareness of hazards and their impacts.
Objective 1.8	Evaluate codes, policies, ordinances, and regulations for natural hazards.
Objective 1.9	Reduce exposure to potential environmental hazards.
Goal 2	**Achieve safe and fiscally sound, sustainable communities.**
Objective 2.1	Integrate hazard reduction into local planning and development processes.
Objective 2.2	Enhance environmental quality and the function of natural resources.

Goal and Objective Number	Description
Objective 2.3	Prepare informational materials explaining the positive relationship between sustainable communities and disaster-resistant and resilient communities.
Objective 2.4	Create and maintain an all-hazards database.
Objective 2.5	Promote implementation of cost-effective mitigation projects.
Objective 2.6	Enhance geographic information system (GIS) capabilities for use in hazard analysis.
Goal 3	**Facilitate orderly recovery during post-disaster redevelopment.**
Objective 3.1	Create more resilient, disaster-resistant businesses.
Objective 3.2	Ensure the economic viability of the local business community following disaster events.
Goal 4	**Optimize the effective use of all available resources.**
Objective 4.1	Establish public-private partnerships.
Objective 4.2	Establish procedures to strengthen intergovernmental coordination and cooperation.

Mitigation Initiatives

The LMS Working Group is tasked with discussing new ideas and concepts and identifying projects and activities that will affect the entire St. Lucie, including unincorporated St. Lucie County, the Cities of Fort Pierce and Port St. Lucie, special districts, and relevant public and private sector partners involved with the Working Group. The aim is to effectively implement the LMS's goals and objectives through coordinated planning, information sharing, and joint project development that leverage existing capabilities and authorities across participating jurisdictions.

Several mitigation initiatives were developed and implemented in jurisdictions' planning processes and mechanisms to serve the LMS Working Group's goals and to support implementation of achievable mitigation actions identified through the risk assessment:

4. **Community Rating System (CRS) User Coordination:** Flood-related mitigation coordination in St. Lucie County is supported through informal, staff-level coordination among the designated CRS Coordinators for St. Lucie County and the Cities of Fort Pierce and Port St. Lucie, rather than through a standing or formally constituted CRS User Group. This coordination occurs on an as-needed basis, particularly in advance of CRS cycle verifications, Flood Insurance Rate Map updates, public information activities, and implementation of CRS-creditable mitigation actions. CRS Coordinators collaborate through direct communication, targeted working discussions, and participation in LMS Working Group meetings to align floodplain management practices, outreach strategies, and regulatory activities where appropriate. When coordination occurs, key outcomes and relevant CRS-related activities are communicated to the LMS Working Group through the participating

coordinators to support implementation of flood-related mitigation actions identified in the LMS. The Town of St. Lucie Village does not currently participate in the CRS program; however, countywide flood mitigation strategies, public education efforts, and nonstructural mitigation actions coordinated through the LMS benefit all jurisdictions, including non-CRS communities.

5. **Program for Public Information (PPI) Subcommittee:** Under the auspices of the LMS Working Group, the PPI Subcommittee was created to ensure that marketing strategies promoting CRS programs and flood awareness for St. Lucie County and the Cities of Fort Pierce and Port St. Lucie are coordinated and not duplicated, and that implementation efforts benefit all three (3) participating jurisdictions. The PPI Subcommittee was created in 2020 to identify, assess, and implement marketing opportunities through community events, trainings, outreach campaigns, and exercises conducted countywide. The PPI document, reviewed annually to monitor the effectiveness of messaging, change messaging when needed, and update outreach projects as necessary, is the heart of the program and informs jurisdictions throughout the year on topics and messages to share with the public to increase their awareness and preparedness for hazard mitigation. These activities support education and awareness mitigation actions and help reduce risk by improving public understanding of hazards, insurance, and protective measures. These efforts support participation in the CRS program and contribute to meeting the criteria and earning points identified in the CRS Coordinators' Manual.
6. **Project Prioritized List (PPL) Scoring Review Subcommittee:** The LMS Working Group discussed opportunities to improve the evaluation and scoring of new and resubmitted mitigation projects submitted by LMS Working Group member agencies. As a result, the Working Group formed the PPL Scoring Review Subcommittee to review the existing process in detail and evaluate the scoring system. The Subcommittee convened multiple times during the plan update process to assess scoring criteria and weighting. The PPL scoring methodology was revised to ensure greater transparency, consistency, and alignment with LMS goals and objectives, consideration of risk reduction benefits and feasibility, and to promote equitable ranking of projects across jurisdictions.
7. **Review Subcommittee:** The LMS Working Group created a Review Subcommittee to assess the information in the 2021 LMS, update its format and content, and provide recommendations to ensure that the updated version would be clear, internally consistent, and compliant with FEMA mitigation planning requirements, while reflecting the progress and development achieved by the Working Group.
8. **Hazards Review Subcommittee:** The LMS Working Group created a Hazards Review Subcommittee to address changes in vulnerability and exposure from hazards impacting the St. Lucie Whole Community. The Subcommittee assessed hazard data and profiles included in the 2021 LMS and made recommendations to ensure that recorded impacts of hazards are consistent throughout the document, and that new hazard data, recent disaster impacts, and updated risk information from 2021 through 2026 are incorporated.
9. **Resilient St. Lucie:** Although not an initiative of the LMS Working Group, St. Lucie County and its municipalities have established Resilient St. Lucie, a partnership to build long-term resilience for St. Lucie County. Resilient St. Lucie is guided by a leadership committee consisting of department directors and senior staff from St. Lucie County, the Cities of Fort Pierce and Port St. Lucie, and regional partner agencies, including the Florida Department of Health–St. Lucie County, Treasure

Coast Regional Planning Council, St. Lucie County School Board, and other stakeholders, and a draft Regional Resilience Plan has recently been developed. The goal of the resilience planning effort is to adopt a systems-thinking approach that prioritizes the health, safety, and welfare of residents, and aligns resilience, mitigation, and long-range planning initiatives across jurisdictions.

National Flood Insurance Program (NFIP) Compliance

St. Lucie County, the City of Fort Pierce, the Town of St. Lucie Village, and the City of Port St. Lucie are participating communities in the NFIP program. These jurisdictions participate in the NFIP Regular Program and are assigned FEMA Community Identification Numbers (CIDs) used for flood maps and insurance administration. Each jurisdiction in the county participates in the NFIP through the adoption and ongoing administration of local floodplain management regulations, meeting or exceeding NFIP minimum requirements. Each jurisdiction also designates a Floodplain Administrator responsible for NFIP implementation, and this designee is formally appointed by the chief administrative authority of the jurisdiction (e.g., County Administrator or City Manager) in accordance with local ordinance or administrative procedures. The appointing authority retains responsibility for ensuring the designee has the authority and resources necessary to administer floodplain management regulations.

To ensure continued compliance with the NFIP, each participating community will:

1. Continue to enforce their adopted floodplain management ordinance requirements, which include regulating all new development and substantial improvements in Special Flood Hazard Areas (SFHA), consistent with 44 CFR Part 60, including requirements for permits, elevation standards, and flood-resistant construction.
2. Continue to maintain all records pertaining to floodplain development, which shall be available for public inspection (including permits, Elevation Certificates when required, and documentation supporting substantial improvement/substantial damage determinations), and designate qualified staff or departments to administer and enforce floodplain management regulations.
3. Continue to notify the public of proposed changes to the floodplain ordinance or Flood Insurance Rate Maps (FIRM) and related flood hazard data updates and provide opportunities for public review and comment as required.
4. Maintain the FIRM map and Letter of FIRM Map Change repositories (including Letters of Map Amendment/Revision and other FEMA determinations affecting mapped flood risk) and ensure that these resources are used in development review and permitting decisions.
5. Continue to promote flood insurance for all properties because flood losses also occur outside the SFHA, and standard homeowners' insurance typically does not cover flooding, with targeted outreach to repetitive loss areas and vulnerable populations where feasible.
6. Continue their CRS public outreach programs, as applicable, and implement substantial improvement and substantial damage provisions following flood events to ensure compliance and reduce future flood risk. Following flood events, each jurisdiction conducts Substantial Damage determinations for affected structures in the SFHA using the NFIP definition, including application of the 50 percent rule

based on the market value of the structure prior to damage. Where structures are determined to be substantially damaged, they are required to be brought into compliance with current floodplain management standards, which may include elevation, floodproofing, relocation, or demolition, as applicable. Reconstruction and repair activities are subject to permitting and must meet all applicable NFIP and local ordinance requirements, including elevation to or above the Base Flood Elevation. The Floodplain Administrator coordinates with local permitting officials to ensure compliance, and non-compliant development is subject to enforcement actions consistent with local codes and NFIP requirements. Documentation of substantial damage determinations and associated permitting decisions is maintained to support ongoing NFIP compliance.

The summary of the National Flood Insurance Program for each jurisdiction in St. Lucie County (Table 131) outlines the effective dates for initial identification, the areas designated on the initial Flood Insurance Rate Map, and the current effective map date as reported in FEMA's Community Status Book data, demonstrating each jurisdiction's ongoing participation and compliance with NFIP requirements.

Table 131: NFIP Summary per Jurisdiction[345]

NFIP#	Jurisdiction	Initial Identification	Initial FIRM	Current Effective Map Date
120286	Fort Pierce	05/24/74	12/01/77	02/19/20
120287	Port St. Lucie	12/13/74	03/15/82	02/19/20
120288	St. Lucie Village	11/29/74	04/01/80	02/19/20
120285	Unincorporated St. Lucie County	01/24/75	08/17/81	02/19/20

Community Rating System (CRS)

The CRS is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the NFIP minimum requirements. In CRS communities, flood insurance premium rates are discounted to reflect the reduced flood risk from the community's efforts that address the three goals of the program:

1. Reduce and avoid flood damage to insurable property.
2. Strengthen and support the insurance aspects of the National Flood Insurance Program.
3. Foster comprehensive floodplain management.
4. Participation in the Community Rating System (CRS) program can reduce flood insurance premiums by up to 45 percent for eligible NFIP policies in the SFHA (Class 1), and up to 10 percent for eligible policies outside the SFHA, depending on the community's CRS class. Participation requires the adoption, implementation, and ongoing administration of floodplain management activities that exceed NFIP minimum standards, as verified by FEMA through the CRS review process. The number of mitigation actions taken to lessen the impacts of flooding directly correlates with lower insurance

[345] FEMA, Community Status Book Report for Florida, https://www.fema.gov/cis/FL.pdf.

premiums. CRS credits are earned through verified activities (e.g., public information, mapping and regulations, flood damage reduction, and flood preparedness), and CRS class ratings may change based on continued implementation and FEMA verification. Table 132 provides CRS information on participating jurisdictions.

Table 132: Community Rating System Data, by Jurisdiction[346]

CID#	Jurisdiction	CRS Entry Date	Current Effective Date	Current Class	% Discount for SFHA	% Discount for Non-SFHA	Status
120286B	Fort Pierce	5/1/2012	05/01/2012	6	20	10	Active
120287B	Port St. Lucie	10/1/1996	04/01/2023	5	25	10	Active
120285B	Unincorporated St. Lucie County	5/1/2009	04/01/2024	5	25	10	Active

Note* The town of St. Lucie Village does not participate.

Mitigation Programs

Mitigation Funding Programs

- HUD sponsors various programs that can advance hazard mitigation goals in a community. The Community Development Block Grant (CDBG) Program (including Florida's CDBG Small Cities Program, administered at the state level) provides funding to improve local housing, streets, utilities, and public facilities, and can support eligible mitigation activities that reduce risk to people and property when tied to community development objectives. Community Development Block Grant–Disaster Recovery (CDBG-DR) funds are provided for disaster relief, long-term recovery, and mitigation activities in areas affected by a presidential disaster declaration and may be used to support mitigation measures that address vulnerabilities identified in the LMS.[347]
- The Hazard Mitigation Grant Program (HMGP) is a federally funded initiative that supports states and communities in implementing long-term hazard mitigation measures after a disaster declaration, such as floods or hurricanes. The program funds projects aimed at reducing future disaster risks, including retrofitting buildings, developing early warning systems, and restoring natural landscapes, and generally requires an approved, FEMA-compliant hazard mitigation plan for eligibility and identification of responsible implementing agencies and potential funding match sources.[348]

[346] FEMA, Community Status Book Report for Florida, https://www.fema.gov/cis/FL.pdf.
[347] Florida Jobs, "Community Development Block Grant Disaster Recovery CDBG-DR Overview," https://www.floridajobs.org/docs/default-source/office-of-disaster-recovery/office-of-long-term-resiliency-main-page/cdbg-disaster-recovery-overview-2024.pdf?sfvrsn=f0d222b0_1.
[348] FEMA, "Hazard Mitigation Grant Program (HMGP)," https://www.fema.gov/grants/mitigation/learn/hazard-mitigation#:~:text=FEMA's%20Hazard%20Mitigation%20Grant%20Program,When%20You%20Apply.

- Flood Mitigation Assistance (FMA). This program provides financial support for a range of projects to reduce or eliminate the long-term risk of flood damage to structures covered by the National Flood Insurance Program (NFIP). The funding can be used for various initiatives, such as elevating buildings, acquiring and demolishing properties in high-risk areas, or implementing floodproofing measures (including dry floodproofing of eligible nonresidential structures and specific localized flood risk reduction projects, as allowed by FEMA), with priority given to repetitive loss and severe repetitive loss properties.[349]
- Public Assistance Grant Program (PA) is a federal initiative managed by the Federal Emergency Management Agency (FEMA). It provides aid to state and local governments and certain nonprofits to help recover from major disasters or emergencies. The funding is designed to cover costs of response and recovery efforts, including immediate response activities, debris removal, and emergency protective measures to ensure public safety. In addition, the program supports the restoration of damaged infrastructure, including bridges, roads, public buildings, and utilities, through FEMA's established categories of work (including Category A, Debris Removal; Category B, Emergency Protective Measures; and permanent work categories for eligible facilities), and may incorporate hazard mitigation measures that reduce the risk of future damage.[350]
- Elevate Florida is a statewide residential mitigation program administered by the Florida Division of Emergency Management (FDEM). This program is strategically designed to safeguard residences and communities by mitigating damage from natural disasters, such as hurricanes and floods, and is implemented through federally funded mitigation grant sources administered by FDEM for eligible residential projects, including elevation, reconstruction, and other flood risk reduction measures.[351]
- The Florida Inland Navigation District (FIND) provides funding support for waterway, shoreline stabilization, and coastal resilience projects, including eligible inlet management and erosion mitigation activities.. These include navigation channel dredging, the installation of channel markers, navigation signs, and buoys, as well as the construction of boat ramps and docking facilities. In addition, FIND supports the development of fishing and viewing piers, waterfront boardwalks, and inlet management. The organization also focuses on initiatives, such as environmental education, the provision of law enforcement equipment, and the promotion of boating safety programs. Other important projects include beach renourishment, dredged material management, environmental mitigation, and shoreline stabilization, all aimed at enhancing the quality and sustainability of waterways through programs, such as the Waterways Assistance Program (WAP) and the Cooperative

[349] Florida Division of Emergency Management, "Flood Mitigation Assistance Program," https://www.floridadisaster.org/dem/mitigation/flood-mitigation-assistance-program/#:~:text=100/0-,Resources,National%20Flood%20Insurance%20Program%20(NFIP).
[350] Florida Division of Emergency Management, "Public Assistance Grant Program," https://www.floridadisaster.org/dem/recovery/public-assistance-program/#:~:text=Cost%20Share,or%20in%2Dkind%20donations).
[351] Florida Department of Emergency Management, "Elevate Florida: FDEM's Residential Mitigation Program," https://www.floridadisaster.org/dem/mitigation/elevate-Florida/.

Assistance Program (CAP), which may support mitigation actions addressing coastal erosion and flood-related hazards.[352]

- Florida Boating Improvement Program (FBIP) is a grant program that provides financial assistance to local governments for public boating access facilities, such as ramps, docks, and other eligible boating-related infrastructure and access improvements administered by the Florida Fish and Wildlife Conservation Commission (FWC).[353]
- The Resilient Florida Program is managed by the Florida Department of Environmental Protection (FDEP). The program provides grants to local governments for projects addressing sea-level rise and flooding and supports both planning and implementation projects that may be incorporated into the Statewide Flooding and Sea Level Rise Resilience Plan, including projects identified through this LMS and supported by documented vulnerability and risk information.[354]
- The Hurricane Loss Mitigation Program (HLMP) is a state-funded program administered by FDEM for wind and flood mitigation and retrofitting of residential and commercial properties and is funded through the Florida Hurricane Catastrophe Trust Fund; recent HLMP funding cycles have identified approximately $3.5 million available statewide (subject to annual appropriation and program guidance).[355]

Updating the Plan and Project List

There are two update processes associated with the LMS. One describes how the Prioritized Project List (PPL) is updated annually. A detailed description of the PPL updating procedure is provided below. The second updating process involves the formal five (5)-year update of the Plan sections of the LMS, which is required to maintain FEMA approval under 44 CFR §201.6 and ensure continued eligibility for FEMA mitigation funding programs.

The PPL is a rank order of priority projects that, if implemented, will result in a more disaster-resistant and resilient community. Although the PPL is informed by the goals, objectives, and risk analysis of the LMS, it is not specific to this or any other single LMS update, but rather is an ongoing prioritization tool used by

[352] Florida Inland Navigation District, FL., "Atlantic Intracoastal," https://www.aicw.org/about_us/index.php#:~:text=Mission,Waterway%2C%20ensuring%20navigability%20and%20safety.
[353] Florida Department of Environmental Protection, "Additional Funding Resources," https://floridadep.gov/lands/land-and-recreation-grants/content/additional-funding-resources#:~:text=Coastal%20Partnership%20Initiative%20Grants,Working%20Waterfronts%20and%20Coastal%20Stewardship.
[354] Florida Department of Environmental Protection, "Resilient Florida Program," https://floridadep.gov/rcp/resilient-florida-program#:~:text=The%20program%20enhances%20our%20efforts%20to%20protect,sea%20level%20rise%2C%20intensified%20storms%20and%20flooding.
[355] Florida Department of Emergency Management, "Mitigation," https://www.floridadisaster.org/dem/mitigation/#:~:text=Mitigation%20Grants.,the%20Hurricane%20Loss%20Mitigation%20Program.

the County and its partner jurisdictions to identify, track, and advance feasible mitigation actions that address documented vulnerabilities.

When current projects are completed, new needs surface, new funding opportunities arise, and events occur that affect priorities, it is important that the PPL be a dynamic document. For this reason, the window to submit projects to the PPL is always open. All applicants desiring to have their project included in the PPL must submit their proposed project using the Mitigation Measure (Project or Initiative) Proposal Form (Appendix C). Projects submitted to the PPL are evaluated for consistency with the LMS goals and objectives and their ability to reduce risk to people, property, critical facilities, and infrastructure, but may be advanced, refined, or implemented outside the formal LMS update cycle. The following sections identify the multi-step prioritization methodology used to evaluate feasibility, benefit, and alignment with identified hazards.

Project Prioritization List

The goal of creating a countywide Priority Project List (PPL) for mitigation projects is to help City and County governments more effectively direct their mitigation efforts and resources, while keeping a historical record of mitigation investments and progress over time. Having this list will expedite the local receipt of federal disaster mitigation funds and enhance St. Lucie County's competitiveness when applying for other non-disaster-related mitigation grants, by demonstrating readiness, prioritization, and alignment with identified risks.

To develop the Project Priority List (PPL), each local government was invited to submit a list of mitigation projects for inclusion in a unified, countywide list. A project prioritization methodology was established to enable the working group to score and rank submitted projects according to stakeholders' priorities and the extent to which projects support LMS goals, reduce risk, and are feasible to implement within existing authorities, capabilities, and anticipated funding sources. If funding becomes available during the year, the Committee will review the top-ranked projects to decide which ones should be submitted for funding.

The development of the Project Prioritization List (PPL) is an ongoing process rather than a one-time task. To be effective, the list must be dynamic, serving as a living document that tracks the status of projects, including completed, deleted, and projects in different phases. The continued maintenance of the PPL demonstrates that St. Lucie County and its partner jurisdictions remain committed to mitigation, resilience, and risk reduction actions even outside the formal five-year hazard mitigation planning cycle. It will be revised as progress is made on projects and as new hazards or increased vulnerabilities are identified through updated risk assessments, disaster experience, or changes in community conditions. The PPL process will be updated and implemented, to the greatest extent possible, on a quarterly basis. The current version of the PPL is available in Appendix E.

To keep track of projects, there is an Eliminated Projects List. This list includes projects that have been removed from the Project Priority List (PPL) for various reasons, such as completion, deferral, or deletion. You can find the current list in Appendix E, alongside the PPL.

Methodology

Potential LMS mitigation projects and activities will be evaluated based on the following six criteria:

1. LMS goals addressed
2. Hazards addressed
3. Alignment with relevant jurisdictional plans or policies
4. Population benefiting from the mitigation project
5. Immediate threat to public health, safety, and welfare
6. Project benefit-cost ratio

Mitigation Prioritization Method

The mitigation strategy analyzes a range of actions or projects to address the vulnerabilities identified in the risk assessment and hazard profiles. These actions focus on reducing risks to people, existing buildings, structures, and infrastructure, while limiting risks to new development through both structural and nonstructural mitigation measures. It is essential to include actions that benefit vulnerable populations and high-risk populations as identified through social vulnerability indicators, repetitive loss data, and public engagement input.

All documented actions should be specific and clearly linked to the vulnerabilities identified in Section 4 of this Plan. This includes actions to address data gaps or enhance mitigation implementation capabilities, such as improved mapping, monitoring, coordination, or planning capacity.

The Working Group determined that the proposed LMS mitigation projects and activities will be evaluated and prioritized using the following scoring system and procedures to ensure consistency, transparency, and alignment with LMS goals and FEMA funding requirements.

1. Projects will be scored based only on documents submitted by the individual or agency proposing the mitigation project.
2. Projects may be submitted to the LMS Working Group at any time. Organizations are encouraged to do so as soon as the need is identified. However, projects of a time-sensitive nature, such as HMGP projects requiring LMS Working Group ranking, shall be submitted to the LMS Coordinator no later than one month in advance of when the LMS Working Group ranking is due.
3. Each project will be scored on the eleven Scoring Factors listed in Table 133.
4. Each Scoring Factor is assigned point criteria ranging from 0 to 3.
5. Each Scoring Factor is assigned a weight. The weight indicates the relative importance of each Scoring Factor.
6. To determine a project's score on each scoring factor, the number of points is multiplied by the weight.

A project's total score is the sum of the scores of the eleven Scoring Factors. The highest possible score is 120.

Table 133: Scoring Factors and Weights for the Project Priority List

Scoring Factor	Point Criteria	Weight	Points	Score
1. **Consistency with LMS Goals**			4	
	3: Addresses the highest LMS goal (reduce the loss of human life through provision of sheltering, evacuation, disaster preparedness, emergency response, hazard mitigation, or other services.)			
	2: Addresses the second-highest LMS goal To ensure orderly, effective, short-term recovery and redevelopment by establishing a program that provides adequate shelters, community health services, food and water, debris removal, and promotes rapid economic recovery following a disaster.			
	1: Addresses at least one of the three lowest LMS goals A. To minimize public and private exposure to loss of property and economic disruption in the event of natural, technological, and human-caused hazards. B. To achieve safe and financially sound, sustainable communities through thoughtful long-range planning of natural and human-caused environments. C. To optimize the effective use of all available resources by establishing public/private partnerships and by promoting intergovernmental coordination and cooperation.			
	0: Fails to address any of the listed LMS goals.			
2. **Consistence with Hazard Impact**		4		
	3: Addresses at least one of the three highest hazards A. Hurricanes/Tropical storms/Storm surge B. Flooding C. Severe thunderstorms and lightning			
	2: Addresses at least one of the three second-highest hazards: A. Radiological incidents B. Droughts C. Erosion			
	1: Addresses at least one of the remaining hazards: A. Wildfire			

Scoring Factor	Point Criteria	Weight	Points	Score
	B. Extreme temperatures C. Epidemics/Pandemics D. Cyber attacks E. Power failure F. Hazardous Materials accidents G. Transportation system failures H. Dam/levee Failure I. Sea level rise J. Tornados K. Agricultural pests and diseases L. Terrorism/sabotage M. Wellfield contamination N. Communication failures O. Civil disturbances P. Seismic hazards (earthquakes, sinkholes) Q. Mass migration R. Tsunami			
	0: Fails to address any LMS listed disasters			
3.	**Consistence with Laws and/or Policies**	2		
	3: Consistent with existing laws/policies			
	2: New legislation or policy changes needed, but no conflicts identified			
	1: New legislation or policy changes needed, but may conflict with existing laws, regulations, and/or policies			
	0: Inconsistent with laws and/or policies			
4.	**Consistency with Local Plans**	4		
	3: Supported in both the Comprehensive Emergency Management Plan and a jurisdiction's Comprehensive Plan			
	2: Supported in either the Comprehensive Emergency Management Plan or each jurisdiction's Comprehensive Plan			
	1: Supported in other government plans			
	0: Not supported in any government plan			

Scoring Factor	Point Criteria	Weight	Points	Score
5.	**Scope of Benefits – Jurisdictions**	4		
	3: Benefits the health and safety of all municipalities and the unincorporated county			
	2: Benefits the health and safety of 2 to 3 jurisdictions (municipality or the unincorporated county)			
	1: Benefits the health and safety of 1 jurisdiction (municipality or the unincorporated county)			
	0: Provides no significant benefits to any jurisdiction			
6.	**Scope of Benefits – County Population**	4		
	3: Benefits 67% to 100% of the County population			
	2: Benefits 33% to 66% of the County population			
	1: Benefits 1% to 32% of the County population			
	0: Provides no significant benefit			
7.	**Importance of Benefits – Essential Services**	4		
	3: Needed for essential services: Medical, Shelter, Custodial Care, Educational, Emergency, Utility, Police, Food			
	0: Not needed for essential services			
8.	**Importance of Benefits – Critical Facilities**	4		
	3: The project facility is a designated primary critical facility			
	2: The project facility is a designated secondary critical facility			
	0: The project facility is not a designated critical facility			
9.	**Benefit-Cost Ratio**	2		
	3: 4.0 or higher			
	2: Between 2.0 and 3.9			
	1: Between 1.0 and 1.9			
	0: Less than 1 or a formal analysis has not been completed			
10.	**Financing**	4		
	3: Eligible for more than one grant and is scheduled for future funding in the jurisdiction's approved budget or capital plan			
	2: Eligible for grant funding from at least two grant sources			
	1: Eligible for grant funding			

Scoring Factor	Point Criteria	Weight	Points	Score
	0: Not scheduled for funding in the jurisdiction's approved budget or capital plan and is not eligible for grant funding			
11.	**Time Necessary for Implementing**	4		
	3: Less than 2 years			
	2: 2 to 3 years			
	1: 3 to 4 years			
	0: Greater than 4 years			

Mitigation Action Prioritization

Each plan participant was responsible for prioritizing its mitigation actions as a part of this plan update. The ultimate goal of this plan is to maximize loss reduction, and this perspective is incorporated into the region's mitigation strategy. While a full cost–benefit analysis is not required for a hazard mitigation plan update, the STAPLEE criteria were considered to help the plan participants prioritize the actions with the highest potential benefits compared with the costs.

The identified mitigation actions were prioritized, based on the following terms:

- **S – Social:** The public must support the overall mitigation implementation strategy and specific mitigation actions. Consider, will the action disrupt housing or cause the relocation of people? Will the proposed action adversely affect one segment of the population? Is the action compatible with present and future community/agency values?
- **T – Technical:** It is important to determine if the proposed action is technically feasible, will help reduce losses in the long term, and has minimal secondary impacts. How effective is the action in avoiding or reducing future losses? Does the action solve the problem or only a symptom? Will the action create more problems than it solves? Consider the root cause of the issue at hand to determine whether the action is a whole or partial solution, or not a solution at all.
- **A – Administrative:** This category examines the expected staffing, funding, time, and maintenance requirements for the mitigation action to determine if the jurisdiction/special district has the personnel and administrative capabilities to implement the action or whether outside help will be necessary. Consider, a) Staffing (enough staff and training): does the jurisdiction/special district have the capability (staff, technical experts) to implement the action? b) Funding allocated: does the jurisdiction/special district have the funding to implement the action or can it readily be obtained? c) Time: can it be accomplished in a timely manner? d) Maintenance/Operations: can the jurisdiction/special district provide the necessary maintenance? It is important to remember that most federal grants will not provide funding for maintenance.
- **P – Political:** This considers the level of political support for the mitigation action. Is there political support to implement and maintain this action? Have political leaders participated in the planning

process so far? Is there a local champion willing to help see the action to completion? Is there enough public support to ensure that the success of the action? Have all stakeholders been offered an opportunity to participate in the planning process?

- **L – Legal:** The jurisdiction/special district must have the legal authority to implement the action or consider what new laws or regulations would be needed to carry out the mitigation action. Evaluate, are the proper laws, ordinances, and resolutions in place to implement the action? Are there any potential legal consequences? Is the action likely to be challenged by stakeholders who may be negatively affected?
- **E – Economic:** Economic considerations must include evaluation of the present economic base and projected growth. Cost-effective mitigation actions that can be funded in current or upcoming budget cycles are more likely to be implemented than actions requiring general obligation bonds or other instruments that would incur long-term debt in a jurisdiction/special district. Consider benefits and costs at a planning level. A detailed benefit-cost analysis will be performed as project-specific funding becomes available. What financial benefits will the action provide? Does the cost seem reasonable for the size of the problem and the likely benefits? What burden will be placed on the tax base or local economy to implement this action? Does the action contribute to community economic goals, such as capital improvements or economic development? Are there currently sources of funding that can be used to implement the action?
- **E – Environmental:** The impact on the environment is an important consideration because of public desire for sustainable and environmentally healthy communities. Also, statutory considerations, such as the National Environmental Policy Act (NEPA), have to be kept in mind when using federal funds. How will this action impact land/water? Impact on endangered species: how will this action impact endangered species? How will this action impact hazardous materials and waste sites? Is this action consistent with community environmental goals? Is the action consistent with federal laws, such as the National Environmental Policy Act (NEPA)?

The actions were also assigned a prioritization category of low, medium, or high, based on the following definitions:

- **Low:** Based on one to two STAPLEE criteria, the action is feasible and important, with multiple potential challenges. The action should be implemented as funding becomes available.
- **Medium:** Based on three to four STAPLEE criteria, the action is feasible and important, with some potential challenges. Its implementation is not as urgent as a high priority action item and can be implemented over time.
- **High:** Based on five or more STAPLEE criteria, the action is feasible and important, with minimal to no concerns. It is very important to the jurisdiction to implement and may be prioritized in the short term.

Each jurisdiction considered the STAPLEE factors and assigned the above prioritization ranking for each of their mitigation actions. For actions that included multiple jurisdictions representatives from each jurisdiction talked through their ranking and came to an agreed upon priority level.

Cost-Benefit Review

Cost-benefit considerations are incorporated into project prioritization through Scoring Factor 9 in Table 133. At the Local Mitigation Strategy (LMS) level, cost-benefit review is used as a preliminary screening tool to compare the anticipated mitigation benefits of proposed projects with their estimated costs and expected lifecycle performance. This screening approach supports prioritization decisions while recognizing that the formal Benefit-Cost Analysis (BCA) required for Hazard Mitigation Assistance (HMA) funding is conducted by the State of Florida and FEMA using the FEMA BCA Toolkit at the time of grant application.

For LMS screening purposes, projects are evaluated using a simplified benefit-cost ratio framework, consistent with FEMA BCA principles, expressed as:

Benefit–Cost Ratio (BCR) = Estimated Benefits ÷ Estimated Project Costs

Where:

- *Estimated Benefits* represent the anticipated reduction in future losses over the project's useful life, including avoided structural damage, reduced repair or replacement costs, avoided service disruption, and other quantifiable or qualitatively supported risk-reduction outcomes; and
- *Estimated Project Costs* include planning, design, construction, and anticipated maintenance costs associated with the mitigation action.

In some cases, project screening may also consider net benefits using the simplified relationship:

Net Benefit = Estimated Benefits – Estimated Project Costs

This preliminary, comparative approach allows the LMS Working Group to assess relative cost-effectiveness across projects, particularly for multi-jurisdictional, multi-hazard, or population-serving actions, and to identify projects that are likely to be competitive when subjected to a full FEMA BCA during grant review.

Because certain mitigation benefits, such as avoided displacement, continuity of critical services, protection of vulnerable populations, and reduced long-term recovery costs, are difficult to fully monetize at the local screening stage, these factors are considered qualitatively alongside estimated quantitative benefits during project evaluation. Projects that demonstrate strong potential cost-effectiveness through this screening process, even if a full BCA has not yet been completed, may be prioritized in the LMS to support readiness for future funding opportunities.

Final benefit-cost determinations for funding eligibility are completed by the State of Florida and FEMA using the FEMA BCA Toolkit and supporting project-specific data at the time of grant application.

Tie-Breaking Methodology

This project prioritization methodology may lead to tie scores for projects that address the same hazards. For instance, most stormwater management projects address the same goals and hazards, which may lead to tied ranking scores. As a result, it is important to develop a tie-breaking methodology to ensure consistent and defensible project ranking.

1. For projects with identical ranking scores that address different LMS Goals, the project that addresses the highest LMS Goal shall be ranked higher.
2. For instance, if a tornado project and a hazardous materials accident project received identical ranking scores, the tornado project would be ranked higher because the overall hazard priority is higher than that of hazardous materials accidents. For projects with identical ranking scores that address identical LMS Goals, the project that addresses the highest-ranked hazard shall be ranked higher.
3. For projects with identical ranking scores that address the same LMS Goals and the same hazards, the project that serves the greatest percent of the County's population or protects critical facilities serving countywide or regional functions shall be ranked the highest.
4. For projects with identical ranking scores that address the same LMS Goals, the same hazards, and the same percent of the County's population, the project that has the highest benefit-cost analysis or demonstrates greater long-term risk reduction, feasibility, or resilience benefit shall be ranked the highest.

Previous Mitigation Action Status

Table 134 provides information on mitigation actions from the 2021 LMS, including the status of each action and whether they are being carried forward into the 2026 LMS update.

Table 134: Previous Mitigation Actions Found in the 2021 Plan

Hazard	Mitigation Action (from the 2021 Plan)	Lead Agency	Status	Notes/Next Steps
St. Lucie County, Port Saint Lucie, Fort Pierce, and St. Lucie Village				
Flooding	Participate in the CRS User Group to coordinate CRS activities and training.	St. Lucie County CRS Coordinator	Active	Meets 2× per year; seek statewide CRS best practices
Flooding/ Public Information	Participate in the Program for Public Information (PPI) Subcommittee	LMS Working Group/ County	Active	Implement the PPI Plan (Annex B) across events and trainings

Hazard	Mitigation Action (from the 2021 Plan)	Lead Agency	Status	Notes/Next Steps
Multi-Hazards	Participate in the PPL Scoring Review Subcommittee to revise project scoring.	LMS Working Group	Active	Ensure that scoring aligns with LMS goals and transparent methodology
Multi-Hazards	Participate in the LMS Review Subcommittee to update plan format/content	LMS Working Group	Completed (2021 update)	Review and update all 2016 LMS content for consistency
Multi-Hazards	Participate in the Hazards Review Subcommittee	LMS Working Group	Completed (2021 update)	Updated hazard data 2016–2020; ensure consistent hazard impacts
Multi-Hazard/ Resilience	Participate in the Community Resilience Steering Committee	St. Lucie County + all jurisdictions	Active	Supported by DEP and CDBG-MIT grants; complete vulnerability, capacity, and adaptation planning
Multi-Hazard (Risk Assessment)	Participate in countywide THIRA (led by PSL)	City of Port St. Lucie (lead), LMS Working Group, Resilience Group	In Development	THIRA supports emergency management capability planning and helps identify preparedness gaps but does not replace the LMS hazard assessment.
Flooding (NFIP)	Enforce floodplain ordinance requirements in SFHAs	St. Lucie County Floodplain Management	Ongoing	Continue regulating new development and substantial improvements
Flooding (NFIP)	Maintain records of floodplain development	St. Lucie County	Ongoing	Keep all records available for public inspection
Flooding (NFIP)	Notify the public of floodplain ordinance/ FIRM changes	St. Lucie County	Ongoing	Required for continued NFIP participation
Flooding (NFIP)	Maintain FIRM and LOMC repositories	St. Lucie County	Ongoing	Maintain accessible map change documentation

Hazard	Mitigation Action (from the 2021 Plan)	Lead Agency	Status	Notes/Next Steps
Flooding (NFIP)	Promote flood insurance countywide	St. Lucie County	Ongoing	Outreach required by NFIP and CRS

Considered Mitigation Actions

Table 135 shows actions considered by participating jurisdictions for inclusion in the mitigation action strategy.

Table 135: Considered Mitigation Action

Mitigation Action	Type of Action	Selected? (Y/N)	If not selected, why not?
St. Lucie County			
Residential wind mitigation retrofits (roof to wall connections, opening protection, structural strengthening)	Structure and Infrastructure Projects	Y	
Residential Acquisition and Demolition with Return to Open Space	Structure and Infrastructure Projects	Y	
Localized drainage and stormwater system improvements	Structure and Infrastructure Projects	Y	
Critical facility hardening and emergency power upgrades	Structure and Infrastructure Projects	Y	
Use of comprehensive planning, land development regulations, and post-storm redevelopment procedures to implement LMS mitigation priorities and reduce future hazard exposure	Local Plans and Regulations	Y	
Application of floodplain management standards and building code enforcement to exceed minimum requirements and reduce future flood and wind losses	Local Plans and Regulations	Y	

Mitigation Action	Type of Action	Selected? (Y/N)	If not selected, why not?
Incorporation of wildfire mitigation considerations into land use planning and development review	Local Plans and Regulations	Y	
Nature-based stormwater improvements, wetland preservation, and green infrastructure where feasible	Natural Systems Protection	Y	
Protection and management of natural lands to reduce wildfire risk and extreme heat impacts in wildland-urban interface areas	Natural Systems Protection	Y	
Targeted flood risk education and outreach through the CRS Program for Public Information to support informed mitigation and insurance decisions	Education and Awareness Programs	Y	
Residential wind mitigation education and outreach designed to increase participation in voluntary mitigation retrofits and reduce future storm damage	Education and Awareness Programs	Y	
Utility undergrounding of overhead electrical infrastructure	Structure and Infrastructure Projects	N	Cost prohibitive and dependent on third-party utility coordination; not feasible at a countywide scale.
Targeted nature-based shoreline stabilization projects where feasible to reduce localized erosion and wave impacts	Natural Systems Protection	Y	
Port St. Lucie			
Hardening Critical Facilities	Structure/Infrastructure	Y	
Resident Outreach and Education	Education and Awareness Campaigns	Y	

Mitigation Action	Type of Action	Selected? (Y/N)	If not selected, why not?
Consider increasing building elevation on new structures to BFE + 24 inches	Local Plans and Regulation	N	Limited political or public support for doubling the existing ordinance elevation
Consider increasing building elevation on new structures to BFE + 18 inches	Local Plans and Regulation	Y	
Build or Acquire an EOC Building rated for a Category 5 hurricane	Structure and Infrastructure	Y	
Improve stormwater system in problem areas where retrofitting has been identified	Structure and Infrastructure	Y	
Acquisition – Home acquisitions by governmental jurisdictions, although possible, are a rare occurrence in South Florida, due to the fact that money is not specifically budgeted for such things, and finding available grant funding to purchase (acquire) a home from a homeowner is difficult to find.	Structure and Infrastructure Projects	N	There are mitigation grants out there that do provide for this, however, in recent history, there have been no acquisition projects that score high enough in the project scoring process to allow for the project to be prioritized high enough on the prioritization list to successfully get money.
Elevation – Home elevation projects are getting more and more difficult to perform, mostly due to the myriad of requirements on monitoring required by all mitigation grant streams, which requires a full-time employee just to monitor the grant and complete the reporting (for a home that belongs to a private homeowner). The other drawback is that if a project was priced at, for example, $150,000 when applying for the funding, and by the time the funding came through (which on most mitigation grants is greater than 12–18 months), then the price	Structure and Infrastructure Projects	N	The LMS recommends that all jurisdictions reach out to their Federal delegation and urge them to correct this injustice in the mitigation grant programs, which is precluding governmental entities from performing these type of common sense mitigation techniques out of concern of having to tap into taxpayer funds to complete the project. For these reasons, we are not aware of any governmental entities in our area who are willing

Mitigation Action	Type of Action	Selected? (Y/N)	If not selected, why not?
ends up being $200,000, the sponsoring governmental entity to the project (city, county) ends up having to pay the difference using taxpayer funds to elevate a private homeowner's home.			to undertake an elevation project using Federal mitigation funds at this time.
Relocation – Relocation projects are rarely, if ever completed anymore, due to the extreme amount it costs to relocate a home. Decades ago, home relocation was an affordable solution to getting a home out of the floodplain but today may actually exceed the costs of demolishing and rebuilding the home. Furthermore, homeowners own the land they are on, and do not want to purchase new land to put their old home on and ask the sponsoring entity if that also can be funded by the government (most times it cannot). In this part of Florida, you also run into home relocations actually not meeting codes of the area they want to move to, which also is a burdensome process to bring the home up to code.	Structure and Infrastructure Projects	N	Funding sources include many of the mitigation programs such as HMGP, FMA, and others, but often times do not meet the total cost of a relocation, particularly if the homeowner does not own a new piece of land to put it on. We do not have any requests within our jurisdictions trying to relocate homes but would cooperate with homeowners if they were able to fund it on their own and not through grant funding.
Structural Retrofits – this may be the most affordable option available to homeowners who have flooding issues with their homes. Wet or dry proofing a home is more affordable than elevating, relocating, or having a home acquired by the government.	Structure and Infrastructure Projects	Y	
Storm Shutters – South Florida is the storm shutter capital of the U.S., if not the world. One can get anything from	Structure and Infrastructure Projects	Y	

Mitigation Action	Type of Action	Selected? (Y/N)	If not selected, why not?
traditional aluminum shutters that are manually put on before a storm, to Bahamas shutter, to accordion shutters, to impact-rated fabric, and impact-rated glass. However, funding for these is limited to the homeowner's personal funds. However, many municipal and county-owned buildings have applied for and received various mitigation funding streams (mostly through HMGP) to have their buildings hardened, which includes the entire envelope of the building (roof, windows, doors, all openings).			
City of Port St Lucie – The city continues to monitor, enforce, and strengthen our stormwater management regulations that helps to keep the natural and beneficial functions of the floodplain protected. Although regulations are able to be updated and maintained for little to no funding (excluding personnel work hours), there are other ways written into our code of ordinances that can help protect these natural functions, such as sediment and erosion control, stream dumping regulations, and watershed management. There has even been discussion about wetlands preservation and/or restoration. The City will continue to seek funding and look for other ways to protect the natural and beneficial functions of the floodplain in our jurisdiction.	Natural Systems Protection	Y	

Mitigation Action	Type of Action	Selected? (Y/N)	If not selected, why not?
Warning Systems – In a partnership with the State of Florida Division of Emergency Management, all of our jurisdictions are participants through the County Division of Emergency Management in the Everbridge suite of notification and warning tools, branded locally as Alert St. Lucie. The alert system will now be implemented in PSL and upgraded as funding is available.	Emergency Services Activities	Y	
Protection of critical facilities – all jurisdictions have some sort of early warning plan for critical facilities in the event of an incoming flood, hurricane, or other disaster which may affect them, in accordance with CRS Activity 610. The benefit of this is to allow critical facilities, especially those which must continue to operate constantly and without interruption, to prepare their facilities and activate their internal response plans to ensure they are able to continue providing their critical services without interruption.	Emergency Services Activities	Y	
Social Media – All PPI Topics/Messages are scheduled to be delivered during flood awareness week and throughout hurricane season by all jurisdictions.	Education and Awareness Programs	Y	
RL Mailer – SFHA/Repetitive Loss Areas – each jurisdiction is scheduled to complete an outreach project annually to the SFHA/Repetitive Loss Areas.	Education and Awareness Programs	Y	
City Website – City of PSL website updated to include all	Education and Awareness Programs	Y	

Mitigation Action	Type of Action	Selected? (Y/N)	If not selected, why not?
PPI topics and all outreach materials and public information from Emergency Management steers citizens to our website.			
STK events – The City of Port St. Lucie hosts a Hurricane Expo each year that is sponsored by several private businesses with a vested interest in the community. All jurisdictions are welcome to participate in the development and execution of the Expo, and St Lucie County has participated for the past several years.	Education and Awareness Campaigns	Y	
Fort Pierce			
Consider increasing building elevation on new structures to BFE + 24 inches	Local Plans and Regulation	N	Limited political or public support for doubling the existing ordinance elevation
Targeted flood risk education and outreach through the CRS Program for Public Information to support informed mitigation and insurance decisions.	Education and Awareness Programs	Yes	
Town of St. Lucie Village			
Localized drainage and stormwater system improvements	Structure and Infrastructure Projects	Yes	
Consider increasing building elevation on new structures to BFE + 24 inches	Local Plans and Regulation	N	Limited political or public support for doubling the existing ordinance elevation

New and Continuing Mitigation Actions

This section presents a comprehensive list of mitigation actions that address both newly identified hazards and ongoing vulnerabilities carried forward from the previous plan. Table 136 contains all new and continuing mitigation actions identified by the St. Lucie County Local Mitigation Strategy (LMS) Working Group to reduce risk and enhance community resilience. These actions reflect the County's commitment to proactive risk reduction and long-term sustainability. Each action has been developed in alignment

with federal, state, and local mitigation priorities and includes details on responsible agencies, potential funding sources, estimated costs, implementation timeframes, and priority rankings. By advancing these initiatives, St. Lucie County seeks to protect lives, property, and critical infrastructure while promoting mitigation strategies for future growth. The following hazards are addressed in that table.

- Dam/Levee Failure
- Erosion
- Extreme Temperatures
- Flooding
- Hurricanes/Tropical Storms
- Pests & Disease (Including Agricultural)
- Sea Level Rise
- Seismic Hazards
- Severe Thunderstorms & Lightning
- Tornadoes
- Tsunami
- Wildfire
- Communication System Failures
- Epidemics/Pandemics
- Power Systems Failure
- Radiological Accidents
- Transportation Systems Accidents
- Wellfield Contaminations
- Civil Disturbances
- Mass Migration
- Terrorism and Sabotage

Table 136: New and Continuing Mitigation Actions

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
AGR-1	Agricultural Pest & Disease Monitoring	Pests & Diseases	Expand surveillance and early detection programs for invasive pests and crop diseases through field inspections, trapping programs, and coordination with UF/IFAS, targeting citrus, row crops, and nurseries.	N/A	St. Lucie County	UF/IFAS Extension/ Agriculture Dept.	USDA grants; State funds	$75K annually	1–2 years	High
AGR-2	Integrated Pest Management (IPM) Education	Pests & Diseases	Provide annual IPM training workshops, technical assistance, and demonstration projects to growers and land managers to reduce chemical reliance and improve resilience to climate variability.	N/A	St. Lucie County	UF/IFAS Extension	USDA; Local funds	$75K annually	1–3 years	Medium
AGR-3	Vector Control & Public Health Coordination	Pests & Diseases	Strengthen coordination between mosquito control, public health, and emergency management during warm, wet, and post-storm periods,	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Health Dept./ Mosquito Control in each jurisdiction	State health grants; Local funds	$1M	1–2 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			including enhanced surveillance and targeted treatment.							
CIV-1	Community Conflict Prevention & Engagement Program	Civil Disturbances	Expand community engagement, mediation, and outreach initiatives in Port St. Lucie and Fort Pierce neighborhoods with higher post-disaster stress indicators by establishing at least three standing community liaison teams, partnering with faith-based and nonprofit organizations, and conducting quarterly engagement forums before and after major disaster events.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce	St. Lucie County Human Services/ Sheriff's Office in each jurisdiction	Local operating funds: DOJ Community Policing Grants	$150K annually	1–2 years	Medium
CIV-2	Law Enforcement Training & Mutual Aid Enhancement	Civil Disturbances	Provide annual advanced training in crowd management, civil disorder response, and de-escalation for 100% of Sheriff's Office command staff, and update mutual aid	N/A	St. Lucie County, Port St. Lucie, Fort Pierce	Sheriff's Office/ Emergency Management in each jurisdiction	DHS SHSP; FEMA EMPG	$100K annually	1–2 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			agreements with neighboring counties for large-scale or prolonged incidents.							
CIV-3	Public Facility Hardening for Crowd Management	Civil Disturbances	Assess and retrofit 10–15 priority public facilities (including City Halls, EOCs, and parks used for demonstrations) with controlled-access entry points, reinforced glazing, exterior lighting, and clearly marked emergency egress routes to safely manage large gatherings and protests.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Facilities Management/ Sheriff's Office in each jurisdiction	Local CIP; DHS SHSP	$2M	1–3 years	High
COM-1	Hardened Communications Infrastructure	Communication System Failures	Elevate and floodproof priority radio towers, data centers, and dispatch facilities in flood-prone zones, and require resilience standards for new communications infrastructure.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	IT/ Public Works in each jurisdiction	Local CIP	$4M	2–5 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
COM-2	Redundant Emergency Communications Network	Communication System Failures	Expand redundancy for 911, EOC, and public safety communications through satellite phones, mobile cell towers, and secondary fiber routes, ensuring 100% coverage for critical facilities during outages.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/ IT in each jurisdiction	FEMA EMPG; DHS grants; Local funds	$2M	1–3 years	High
COM-3	Canal, Levee, and Water Control Structure Assessment Program	Dam & Levee Failure	Conduct routine inspections and risk assessments of SFWMD canals (C-23, C-24, C-25), local drainage canals, levees, and control structures, incorporating updated rainfall conditions and sea-level rise stressors into condition ratings and maintenance priorities.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works in each jurisdiction and SFWMD	Local funds; FEMA (planning)	$150K-$300K	1–2 years	High
DAM-1	Dam & Levee Emergency Action Planning	Dam & Levee Failure	Update Emergency Action Plans (EAPs) for critical dams, levees, and control structures, and	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management in each jurisdiction	FEMA EMPG; Local funds	$100K	1–2 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			integrate public warning, evacuation routes, and sheltering procedures into the County CEMP and public outreach materials.							
DAM-2	Structural Reinforcement & Seepage Control Projects	Dam & Levee Failure	Implement prioritized reinforcement projects (armoring, toe drains, seepage cutoff walls, and embankment stabilization) at identified high-risk canal segments adjacent to low-lying neighborhoods and critical facilities.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works in each jurisdiction and SFWMD	FEMA HMGP; State resilience grants	$5M	2–5 years	High
EPI-1	Continuity of Operations & Remote Service Delivery	Epidemics & Pandemics	Expand telework, virtual permitting, and online service delivery for all essential County departments, and update COOP plans to ensure that at least 70–80% of core functions can continue during pandemics or	N/A	St. Lucie County	Emergency Management/ HR	FEMA EMPG; Local funds	$100K	1–2 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			widespread staff shortages, including cross-training and remote access protocols.							
EPI-2	Medical Surge & Supply Chain Resilience	Epidemics & Pandemics	Expand plans for surge staffing, temporary care sites, and stockpiling of PPE and medical supplies, and diversify suppliers to reduce shortages during pandemics or regional emergencies.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Health Department/ Hospitals in each jurisdiction	HHS grants; FEMA	$100K	1–3 years	High
EPI-3	Public Health Surveillance & Data Integration	Epidemics & Pandemics	Enhance disease surveillance and data-sharing systems across hospitals, clinics, and emergency management to support early outbreak detection and situational awareness.	N/A	St. Lucie County	Health Department	CDC grants; State funds	$100K	1–2 years	High
ERO-1	Erosion-Sensitive Land Use Controls	Erosion	Update zoning, setbacks, and development standards to limit grading, vegetation removal, and	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Planning & Zoning in each jurisdiction	Local funds	$50K	1–3 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			impervious surface expansion in identified erosion-prone coastal and lagoon-front areas.							
ERO-2	Post-Storm Erosion Monitoring & Repair	Erosion	Establish rapid post-storm inspection protocols and standing contracts to assess and repair erosion impacts on public beaches, shorelines, roads, and drainage infrastructure following hurricanes and major rainfall events.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works in each jurisdiction	Local CIP; FEMA PA	$1M	1–2 years	Medium
ERO-3	Shoreline & Riverbank Stabilization Program	Erosion	Implement living shorelines, dune restoration, and bank stabilization projects along Hutchinson Island, the Indian River Lagoon shoreline, and canal banks, prioritizing areas with documented erosion and infrastructure exposure.	N/A	St. Lucie County	Environmental Resources/ Public Works	FDEP grants; FEMA HMGP	$2M	2–5 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
EXT-1	Cooling Center & Heat Relief Network	Extreme Temperatures	Expand the network of cooling centers at libraries, community centers, and shelters, and provide transportation support to reach vulnerable populations during extreme heat advisories and warnings.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/ Human Services in each jurisdiction	FEMA EMPG; State health grants	$50K	1–2 years	High
EXT-2	Critical Facility HVAC & Power Resilience	Extreme Temperatures	Upgrade HVAC systems and backup power at shelters, healthcare facilities, senior centers, and congregate care facilities to maintain safe indoor temperatures during prolonged heat and power outages.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Facilities/ Utilities in each jurisdiction	Local funds	$1M	1–4 years	High
EXT-3	Urban Heat Island Reduction Program	Extreme Temperatures	Increase tree canopy, shade structures, reflective roofing, and green infrastructure in high-heat census tracts in Port St. Lucie and Fort Pierce, prioritizing low-canopy and	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works/ Planning in each jurisdiction	FDEP grants; Local CIP	$1M	2–5 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			limited-resource neighborhoods.							
FLD-1	Dedicated Emergency Operations Center for the City of Port St. Lucie	Flooding	Develop a dedicated "warm" Emergency Operations Center (EOC) within the next five years, pending funding availability, to enhance emergency coordination, continuity of operations, and response during flood and hurricane events.	Emergency Services	Port St. Lucie	Emergency Management/City Manager's Office	FEMA HMGP; state emergency management grants; local capital funds	$8M	3–5 years	High
FLD-2	Stormwater Drainage Improvements	Flooding	Continue applying for and implementing grant-funded projects to upgrade, harden, and expand stormwater drainage infrastructure over the next five years to address rainfall-driven flooding, system capacity limitations, and future conditions.	Structural Projects	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works in each jurisdiction	FEMA HMGP; Resilient Florida Program; CDBG-MIT; state stormwater grants	$10M	1–5 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
FLD-3	CRS Community Outreach – Overall	Flooding	Increase outreach on CRS and NFIP topics through integration with general emergency management outreach efforts to improve public understanding of flood risk, insurance requirements, and mitigation options available to all residents.	Public Information	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/Communications	CRS program; local outreach budgets	$30K annually	Continuing over the next 5 years	Medium
FLD-4	CRS Community Outreach – Social Media	Flooding	Expand CRS-related outreach through social media platforms to disseminate flood risk information, insurance guidance, and mitigation messaging to residents and businesses in an accessible format.	Public Information	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Communications Dept.	CRS program; local communications budgets	$20K annually	Continuing over the next 5 years	Medium
FLD-5	Increase Building Code to BFE + 18 inches from the current BFE + 12 inches	Flooding	Evaluate and consider increasing the local freeboard requirement from BFE +12 inches to BFE +18 inches over the next five years to	Prevention	Port St. Lucie	Building Department/Floodplain Administrator	Local capital funding; building permit revenues	$50K-$100K	3–5 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			improve structural resilience and reduce future flood damage.							
FLD-6	Stormwater Infrastructure Projects	Flooding	Incorporate nature-based solutions, such as green infrastructure and natural drainage features, into stormwater and public works infrastructure projects as they are designed to enhance flood mitigation, water quality, and resilience benefits.	Natural Resource Protection	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works	FEMA HMGP; Resilient Florida Program; state and federal infrastructure grants	$5M	Ongoing	High
FLD-7	Floodplain Management & CRS Advancement	Flooding	Strengthen floodplain regulations, improve mapping and outreach, and pursue improved Community Rating System (CRS) classification to reduce NFIP premiums for residents and businesses.	Prevention	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Planning/ Floodplain Manager/Emergency Management	Local funds	$150K-$300K annually	1–3 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
FLD-8	Property Mitigation & Buyout Program	Flooding	Expand elevation, acquisition, and voluntary buyout programs targeting repetitive-loss and severe repetitive-loss properties, with post-acquisition conversion to open space or flood buffers.	Property Protection	St. Lucie County, Fort Pierce, St. Lucie Village	Emergency Management/City Council/County Commission	FEMA FMA; HMGP	$1M	2–6 years	High
FLD-9	Stormwater System Capacity Enhancements	Flooding	Upgrade drainage infrastructure, pump stations, and retention systems in repetitive-flooding neighborhoods and canal-adjacent areas, incorporating future rainfall intensity and groundwater conditions.	Structural Projects	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works in each jurisdiction	FEMA FMA; Local CIP	$5M	1–5 years	High
FLD-10	CRS User Group Participation	Flooding	Participate in the CRS User Group to coordinate Community Rating System (CRS) activities, share best practices, track creditable actions, and participate in training opportunities to	Prevention	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	CRS Coordinators from each jurisdiction	Local operating funds; CRS administrative support	$20K annually	Continuing over next 5 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			support CRS compliance and improved flood insurance premium reductions.							
FLD-11	Program for Public Information (PPI) Subcommittee	Flooding	Participate in the Program for Public Information (PPI) Subcommittee to coordinate floodplain management messaging, outreach materials, and public education efforts that support CRS credit, flood risk awareness, and insurance uptake. Work with each jurisdiction to review and refine the Unified PPI on a yearly basis.	Public Information	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	LMS Working Group/ all jurisdictions participate	Local operating funds; CRS program support	$15K annually	Continuing over next 5 years	High
FLD-12	Floodplain Ordinance Enforcement	Flooding	Enforce floodplain ordinance requirements in Special Flood Hazard Areas (SFHAs), including permit review, inspections, and compliance monitoring, to	Prevention	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	St. Lucie County Floodplain Management/Port St. Lucie Building Department/Fort Pierce Building Department	Local operating funds; NFIP administration	$50K-$100K annually	Continuing over next 5 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			maintain NFIP eligibility and reduce flood risk to structures.							
FLD-13	Floodplain Development Records	Flooding	Maintain accurate and up-to-date records of floodplain development activities, including permits, elevation certificates, and compliance documentation, to support NFIP administration, CRS documentation, and post-disaster verification.	Public Information	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Each jurisdiction's Building Departments	Local operating funds; NFIP administration	$25K-$75K annually	Continuing over next 5 years	High
FLD-14	Public Notification of Floodplain Changes	Flooding	Notify the public of changes to floodplain ordinances, Flood Insurance Rate Maps (FIRMs), and related regulatory requirements to ensure awareness of flood risk, insurance implications, and compliance obligations.	Public Information	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Jurisdiction's Communications/PIO	Local operating funds; CRS outreach credit	$5K-$15K annually	Continuing over next 5 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
FLD-15	FIRM & LOMC Repository Maintenance	Flooding	Maintain and provide public access to Flood Insurance Rate Maps (FIRMs) and Letters of Map Change (LOMCs) to support accurate flood risk determination, permitting decisions, and community awareness.	Prevention	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Floodplain Administrators/CRS Coordinators	Local operating funds; FEMA mapping resources	$5K-$15K annually	Continuing over next 5 years	Medium
FLD-16	Flood Insurance Promotion	Flooding	Promote flood insurance participation countywide through outreach, education, and coordination with CRS and emergency management programs to reduce financial risk and support post-disaster recovery.	Public Information	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Jurisdictional Communications Departments/PIOs/CRS Coordinators	CRS program; local outreach budgets	$50K annually	Continuing over next 5 years	High
FLD-17	CRS Public Outreach Programs	Flooding	Continue CRS public outreach programs, including distribution of educational materials and engagement activities, to increase	Public Information	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/CRS Coordinators	CRS program; local outreach budgets	$50K annually	Continuing over next 5 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			awareness of flood hazards, mitigation actions, and insurance options while maintaining CRS credit.							
FLD-18	Tidal Backflow Prevention at Outfalls	Flooding	Install and maintain tide valves on primary stormwater outfalls discharging to the Indian River Lagoon to prevent tidal backflow, reduce roadway flooding, and improve drainage performance during high tide events.	Structural Projects	St. Lucie Village	Town of St. Lucie Village	Local funds; FEMA HMGP;	$250K-$750K	Completed & Ongoing	High
FLD-19	Central Water & Wastewater Service Expansion	Flooding	Pursue expansion of centralized water and wastewater utility service to reduce reliance on shallow potable wells and septic systems vulnerable to tidal flooding, saltwater intrusion, and groundwater contamination, thereby reducing public health and environmental risks.	Structural Projects	St. Lucie Village	Town of St. Lucie Village	State Revolving Funds; FDEP; FEMA HMGP;	$10M-$50M	3–10 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
FLD-20	Septic System Vulnerability Reduction	Flooding	Reduce environmental and health risks associated with widespread septic system use in tidally influenced areas through system upgrades, conversions to centralized sewer, or other mitigation measures as utility service becomes available.	Structural Projects	St. Lucie Village; City of Port St. Lucie	Public Utilities in each jurisdiction	FDEP; State grants; FEMA HMGP	$5M-$20M	3–10 years	High
FLD-21	Citywide Stormwater Drainage Improvements & System Upgrades	Flooding	Implementation of previously identified stormwater improvement projects, including drainage pipe upsizing, inlet replacement, outfall improvements, and system rehabilitation to reduce roadway and neighborhood flooding.	Structural Projects	Fort Pierce	City of Fort Pierce Public Works/ Stormwater	FEMA HMGP; FMA; State grants; Local CIP	$10M-$50M	1–5 years	High
FLD-22	Shoreline Stabilization and Seawall Rehabilitation	Flooding	Repair, replace, and elevate existing seawalls and shoreline stabilization features	Structural Projects	Fort Pierce	City of Fort Pierce Engineering	FEMA HMGP; State resilience grants; Local funds	$57.5M (estimate)	2–5 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			along vulnerable waterfront areas to reduce tidal flooding, erosion, and storm surge impacts.							
FLD-23	Stormwater Pump Station Installation & Upgrades	Flooding	Install new stormwater pump stations and upgrade existing facilities to improve drainage capacity in tidally influenced and low-lying areas.	Structural Projects	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	City of Fort Pierce Utilities/Public Works	FEMA HMGP; FMA; State grants	$1M-$5M	2–5 years	High
FLD-24	Wastewater Lift Station Floodproofing	Flooding	Elevate, floodproof, and harden wastewater lift stations to reduce service disruptions, environmental contamination, and public health impacts during flooding events.	Structural Projects	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Fort Pierce Utilities Authority	FEMA HMGP; FMA; State revolving funds	$250K-$1M	1–4 years	High
FLD-25	Stormwater and Flood Mitigation Master Planning	Flooding	Update and implement stormwater and flood mitigation master plans to guide capital improvements, prioritize projects, and integrate	Prevention	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	City of Fort Pierce Public Works/Engineering; City of Port St. Lucie Public Works	Local funds; State planning grants	$200K	1–2 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			mitigation into long-term infrastructure planning.							
FLD-26	Floodplain Management and CRS Program Support	Flooding	Continue floodplain management activities, CRS documentation, and public outreach to support CRS participation, improve ratings, and reduce flood insurance costs.	Public Information	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	City of Fort Pierce Building Dept./CRS Coordinator	Local funds	$75K-$150K annually	Ongoing	Medium
FLD-27	Review of Jurisdictional Plans	Flooding	Review jurisdictional comprehensive and land-use plans and document potential updates to protect from flooding.	Prevention	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Jurisdictional Planning-Zoning, Emergency Management, Environmental Resource	Local funds	$25K-$75K	1–3 years	Medium
FLD-28	Inventory and Acquisition of Natural Lands	Flooding	Take an inventory of natural lands in each jurisdiction that currently or could serve as flood protection. Develop a plan to acquire natural lands, especially around neighborhoods impacted by flooding.	Natural Resource Protection	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Floodplain Administrators/Emergency Management/CRS Coordinators	FEMA HMGP; FMA; State revolving funds	$50,000	3–5 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
FLD-29	Implementation of Flood Alert System	Flooding	Implement and regularly test an alert system for flash floods within each jurisdiction.	Emergency Services	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management	FEMA HMGP; Local Funds	$100,000	3–5 years	Medium
FLD-30	Flood Map Information Service	Flooding	Provide residents of each jurisdiction with digital maps that show the FEMA flood zones.	Public Information	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/Flood plain Administrators	FEMA HMGP, Local Funds	$15K-$50K annually	1–3 years	Medium
HUR-1	Post-Storm Recovery & Debris Management Planning	Hurricane/ Tropical Storms	Update debris management and recovery staging plans to identify pre-approved debris management sites, contract capacity for vegetative and C&D debris, and clearance priorities for critical routes, shelters, and utilities to reduce post-storm recovery time.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works/Solid Waste	FEMA PA; Local funds	$50K-$150K	1–2 years	Medium
HUR-2	Shelter & Evacuation Capacity Expansion	Hurricane/ Tropical Storms	Increase hardened shelter capacity and improve evacuation route resilience, including causeways and key arterial routes, to support population growth	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/ Public Works	FEMA HMGP; State grants	$5M	2–4 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			and major hurricane evacuations.							
HUR-3	Wind Hardening of Public Facilities	Hurricane/ Tropical Storms	Retrofit priority public facilities with impact-resistant windows, reinforced doors, and roof systems to meet or exceed Florida wind standards.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Facilities/ Emergency Management	Local CIP	$2M	1–5 years	High
MIG-1	Housing, Insurance, and Fiscal Resilience Strategy for Impacts of Sea Level Rise	Mass Migration	Coordinate housing policy, insurance market monitoring, and fiscal planning to address rising premiums and inland housing demand, including incentives for resilient, higher-density development in lower-risk areas.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Housing & Human Services/ Property Appraiser/ Planning/ Neighborhood Services	HUD CDBG; FEMA HMGP; State housing programs	$100K-$250K	1–4 years	Medium
MIG-2	Regional Coordination for Displaced Populations	Mass Migration	Formalize agreements with Treasure Coast Regional Planning Council and neighboring counties for coordinated intake, sheltering, data sharing, and social services for	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/ Regional Partners	FEMA EMPG; State grants	$50K-$150K	1–2 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			displaced populations during regional disasters.							
MLT-1	PPL Scoring Review Subcommittee	Multi-Hazards	Participate in the PPL Scoring Review Subcommittee to periodically review and refine the Project Priority List (PPL) scoring criteria to improve transparency, equity considerations, and alignment with LMS goals and funding eligibility requirements.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	All Jurisdictions to participate through LMS Working Group	Local operating funds	$5K-$15K annually	Continuing over next 5 years	Medium
MLT-2	Community Resilience Steering Committee Participation	Multi-Hazard	Participate in the Community Resilience Steering Committee to coordinate mitigation, resilience, and adaptation initiatives across jurisdictions and ensure alignment between the LMS, Regional Resilience Plan, and other resilience-related planning efforts.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	All Jurisdictions to participate through LMS Working Group	Local operating funds; state resilience planning grants	$10K-$25K annually	Continuing over next 5 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
MLT-3	Countywide THIRA	Multi-Hazard	Participate in a countywide Threat and Hazard Identification and Risk Assessment (THIRA), led by the City of Port St. Lucie, to support risk-informed preparedness, emergency management planning, and coordination with mitigation and resilience assessments.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	City of Port St. Lucie Emergency Management (lead), LMS Working Group, Resilience Group	Local operating funds; DHS/FEMA preparedness support	$100KN	1–2 years	Medium
MLT-4	Critical Facilities Backup Power and Hardening	Multi-hazard	Install permanent generators, electrical hardening, and flood protection measures at critical facilities to ensure continuity of operations during disasters.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	City of Fort Pierce Facilities/ Emergency Management	FEMA HMGP; BRIC; State grants	$750K	1–3 years	High
PWR-1	Critical Facility Backup Power Expansion	Power Systems Failure	Install, upgrade, and maintain permanent generators or microgrids at 100% of designated shelters, the County EOC, major water and wastewater	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Utilities/ Emergency Management	HMGP; Local funds	$2M	1–4 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			treatment plants, critical lift stations, and hospitals, sized to support 72–96 hours of continuous operation during grid outages.							
PWR-2	Distributed Energy & Solar Resilience Pilot	Power Systems Failure	Implement solar-plus-storage systems at 5–10 priority public facilities (EOCs, shelters, water facilities) to provide on-site power for critical loads during prolonged outages and reduce dependence on centralized generation.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Utilities/ Sustainability Office	DOE grants; FEMA	$20M	2–4 years	Medium
PWR-3	Grid Hardening & Vegetation Management	Power Systems Failure	Coordinate with electric utilities to harden substations, elevate or floodproof vulnerable equipment, underground lines where feasible, and expand proactive vegetation management along	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Utilities/ Public Works	Utility capital funds; State resilience grants	$20M	2–5 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			major corridors (I-95, Turnpike, US-1, and primary feeders) to reduce wind-related outages.							
RAD-1	Medical Facility Radiological Safety Upgrades	Radiological Accidents	Support hospitals, imaging centers, and clinics in upgrading radiation monitoring equipment, shielding, access controls, and emergency protocols, prioritizing facilities within or serving the 10-mile emergency planning zone.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce	Health Department/Emergency Management	State health grants; Local funds	$10M	2–4 years	Medium
RAD-2	Public Information & Protective Action Guidance	Radiological Accidents	Develop and disseminate clear, pre-scripted public messaging for sheltering, evacuation, and contamination concerns related to radiological incidents, integrated into the County's emergency notification platforms and outreach materials.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management	FEMA EMPG	$10K-$30K annually	1–2 years	Low

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
RAD-3	Radiological Incident Response Planning & Training	Radiological Accidents	Update the radiological response annex consistent with St. Lucie Nuclear Power Plant emergency planning zones and conduct biennial joint training and exercises with state and federal partners addressing transportation, medical, and evacuation scenarios.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/ Fire District	FEMA EMPG; DHS grants	$25K-$75K annually	1–2 years	Medium
SEI-1	Critical Facility Seismic Safety Review	Seismic Hazards	Conduct seismic screening of critical facilities and lifelines, focusing on nonstructural vulnerabilities, such as equipment anchoring and utility connections.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Facilities Management	FEMA (planning); Local funds	$75K-$150K	1–3 years	Low
SEI-2	Earthquake Awareness & Response Training	Seismic Hazards	Integrate earthquake response procedures into emergency responder training and public education materials, emphasizing “Drop, Cover, and Hold On.”	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management	FEMA EMPG	$5K-$15K annually	1–2 years	Low

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
SEI-3	Seismic Design Standards for New Facilities	Seismic Hazards	Incorporate basic seismic resistance standards into design criteria for new critical facilities and infrastructure, consistent with low-cost best practices.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Planning/ Building Department	Local funds	$20M	5+ years	Low
SLR-1	Coastal Infrastructure Elevation & Floodproofing	Sea Level Rise	Elevate or floodproof roads, pump stations, utilities, and public facilities along Hutchinson Island, the Indian River Lagoon shoreline, and other chronically flooded areas.	Infrastructure	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works/ Utilities	Local CIP	$10M	2–6 years	High
SLR-2	Sea Level Rise Vulnerability Mapping & Planning Integration	Sea Level Rise	Update sea-level rise exposure maps at regular 5-year intervals and integrate findings into the Comprehensive Plan, capital improvement programming, CRS activities, and LMS mitigation prioritization.	Prevention	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Planning & Development Services	FDEP Resilience Grants; Local funds	$50K-$150K	1–2 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
SLR-3	Voluntary Buyout & Transition Zone Program	Sea Level Rise	Implement voluntary acquisition and relocation programs for repetitive-loss and at-risk coastal properties, converting acquired parcels to open space, flood buffers, or natural shoreline systems.	Property Protection	St. Lucie County, Fort Pierce, St. Lucie Village	Emergency Management/ Housing	FEMA FMA; HMGP	$5M	3–10 years	Low
SLR-4	Sea-Level Rise Relocation & Managed Retreat Framework	Mass Migration	Develop a countywide framework identifying priority retreat zones along the Indian River Lagoon and Hutchinson Island, establishing criteria for voluntary buyouts, relocation assistance, and post-acquisition land use.	Property Protection	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Planning & Development Services/ Emergency Management	FEMA (planning); FDEP Resilience Grants	$50K	1–3 years	High
TER-1	Critical Infrastructure Security Assessments	Terrorism & Sabotage	Conduct physical and cyber vulnerability assessments for all major water, wastewater, power, communications, and transportation facilities, prioritizing	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Utilities/ Sheriff's Office	DHS SHSP; Local capital funds	$100K-$250K	1–3 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			EOCs, pump stations, substations, and causeways, and implement recommended protective measures.							
TER-2	Cybersecurity & Sabotage Prevention Program	Terrorism & Sabotage	Implement countywide cybersecurity standards, annual training for IT and utility staff, and continuous system monitoring for SCADA and communications networks supporting utilities and public safety.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	IT Department/ Utilities	DHS Cybersecurity Grants; Local operating funds	$100K	1–2 years	High
TER-3	Intelligence Sharing & Threat Preparedness	Terrorism & Sabotage	Expand participation in state and federal intelligence-sharing programs, conduct annual joint threat exercises, and integrate threat briefings into EOC operations.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Sheriff's Office/ Emergency Management	DHS SHSP; FEMA EMPG	$100K	3–5 years	Medium
THD-1	Lightning Protection for Critical Facilities	Severe Thunderstorms & Lightning	Install or upgrade lightning protection systems at EOCs, shelters, utilities, communications	N/A	St. Lucie County, Port St. Lucie, Fort	Facilities/ Utilities	Local CIP; FEMA	$5M	1–4 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			towers, and pump stations to reduce damage and service interruptions.		Pierce, St. Lucie Village					
THD-2	Severe Weather Warning & Public Education	Severe Thunderstorms & Lightning	Enhance early warning dissemination and conduct annual public education campaigns on lightning and severe storm safety.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/ Communications Department	FEMA EMPG	$10K-$30K annually	1–2 years	Medium
THD-3	Tree Management & Vegetation Trimming Program	Severe Thunderstorms & Lightning	Expand proactive vegetation management near power lines, evacuation routes, and public facilities, prioritizing corridors with repeated storm-related outages.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works	Local funds; Utility budgets	$1M	1–2 years	High
TOR-1	Safe Room & Shelter Enhancement Program	Tornadoes	Retrofit or construct tornado-safe rooms at schools, mobile home parks, and public facilities in vulnerable areas to meet FEMA safe room criteria.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/ School District	HMGP	$5M	2–5 years	High
TOR-2	Tornado Warning & Response Coordination	Tornadoes	Improve coordination with NWS for rapid	N/A	St. Lucie County, Port St. Lucie, Fort	Emergency Management	FEMA EMPG	$5K-$15K annually	1–2 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			warning dissemination, siren testing, and mobile alerts during tornado-capable storms.		Pierce, St. Lucie Village					
TOR-3	Wind-Resistant Building Code Enforcement	Tornadoes	Strengthen enforcement of wind-resistant construction standards and promote voluntary safe room inclusion in new residential and institutional development.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Building Department	Local funds	$1M	3–5 years	Medium
TRA-1	Evacuation Route Resilience Improvements	Transportation Systems Accidents	Elevate, harden, and maintain key evacuation routes and Indian River Lagoon causeways to reduce flooding-related closures during storms, accidents, or evacuations.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works/ FDOT	FHWA; FEMA	$5M	1–5 years	High
TRA-2	Hazardous Transportation Corridor Risk Reduction	Transportation Systems Accidents	Identify high-risk roadway and rail corridors (including I-95, Florida's Turnpike, US-1, FEC Railway, Port of Fort Pierce access routes)	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works/ Sheriff's Office	FHWA; Local CIP	$2M	2–5 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
			and implement safety improvements, signage, and coordinated incident management plans.							
TRA-3	Multi-Agency Transportation Incident Training	Transportation Systems Accidents	Conduct annual joint drills involving law enforcement, fire rescue, EMS, FDOT, and rail operators for mass-casualty and hazardous materials transportation incidents.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management	FEMA EMPG	$15K-$50K annually	1–2 years	Medium
TSU-1	Coastal Evacuation Route Signage	Tsunami	Install and maintain tsunami evacuation signage along coastal access points and barrier island routes to support visitor awareness.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Public Works	Local CIP	$50K	1–2 years	Low
TSU-2	Tsunami Hazard Mapping & Evacuation Planning	Tsunami	Update tsunami inundation mapping and integrate evacuation routes and procedures into coastal emergency planning and outreach materials.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/ Planning	NOAA grants; Local funds	$50K-150K	1–3 years	Low

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
TSU-3	Tsunami Public Education & Training	Tsunami	Incorporate tsunami awareness into coastal preparedness campaigns and emergency training programs, coordinated with storm surge messaging.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management	FEMA EMPG	$5K-$15K annually	1–2 years	Low
WEL-1	Emergency Water Supply & Interconnections	Wellfield Contaminations	Develop and enhance interconnections with neighboring utilities and update emergency water supply plans to ensure redundant potable water sources during contamination or infrastructure failure events.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Utilities	Local CIP	$100K-300K	2–5 years	Medium
WEL-2	Monitoring & Early Detection Expansion	Wellfield Contaminations	Expand groundwater monitoring wells and install real-time sensors near major wellfields to detect contaminants, such as fuel, nutrients, and PFAS, enabling rapid isolation and response.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Utilities	State water grants; Local funds	$2M	2–4 years	High

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
WEL-3	Wellfield Protection & Land Use Controls	Wellfield Contaminations	Strengthen wellfield protection zones through updated land-use regulations, development review standards, and stormwater controls to reduce contamination risk from industrial, commercial, and flood-related sources.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Utilities/ Planning	Local funds; FDEP grants	$75K–$200K	1–3 years	High
WLD-1	Fire-Resistant Development Standards	Wildfire	Promote fire-resistant landscaping, materials, and site design practices in wildfire-prone areas through codes and public education.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Building Department	Local funds	$25K–$75K	1–2 years	Medium
WLD-2	Wildfire Response & Evacuation Planning	Wildfire	Update wildfire response and evacuation procedures, including coordination with Florida Forest Service, to address seasonal fire risk and limited evacuation routes.	N/A	St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village	Emergency Management/ Fire District	FEMA EMPG	$50K–$150K	1–2 years	Medium

Action Number	Project Title	Hazard Addressed	Action Description	CRS Type of Action	Jurisdiction	Responsible Agency	Potential Funding Sources	Cost Amount ($)	Timeframe	Priority Ranking
WLD-3	Wildland–Urban Interface (WUI) Risk Reduction	Wildfire	Identify WUI areas near Savannas Preserve and western development edges, and implement fuel management, defensible space guidance, and access improvements.	N/A	St. Lucie County, Port St. Lucie	Fire District/ Planning	State forestry grants; Local funds	Staff time	1–4 years	Medium

Analysis of Patterns and Trends

The updated mitigation actions demonstrate a clear shift toward mutually reinforcing and, in several instances, multi-hazard resilience strategies. There is a strong emphasis on infrastructure hardening (e.g., power systems, communications, and stormwater improvements), adaptation measures, such as shoreline stabilization and urban heat island reduction, and social vulnerability considerations through cooling centers and public health initiatives. These patterns reflect a growing recognition of cascading risks where infrastructure failures amplify social and economic impacts. Actions also show increased reliance on nature-based solutions and redundancy in critical systems, signaling a trend toward sustainable, long-term risk reduction.

Despite the breadth of actions, several constraints remain. Limited staff capacity, funding availability, and jurisdictional authority may delay implementation or restrict scalability. Some initiatives require new policies or regulatory changes (e.g., erosion-sensitive land use controls, enhanced building codes), which can extend timelines. In addition, interagency coordination remains complex, particularly for multi-jurisdictional projects. These limitations underscore the need for phased implementation and prioritization based on feasibility and cost-effectiveness.

Future updates should integrate evolving hazard data, such as sea-level rise projections and extreme heat trends, into planning and prioritization processes. Strengthening partnerships with regional and state agencies will also accelerate implementation and leverage technical and financial resources.

Alignment with the Florida State Hazard Mitigation Plan

The County's strategy aligns closely with the Florida SHMP, which prioritizes multi-hazard resilience to a wide range of hazards and intergovernmental collaboration. Actions addressing sea-level rise, flooding, and extreme heat mirror state-level goals for reducing vulnerability to climate-driven hazards. Continued participation in NFIP, CRS, and regional resilience planning further supports consistency with state and federal mitigation frameworks, enhancing competitiveness for funding and technical assistance.

Conclusion

The mitigation strategy positions St. Lucie County to meet current and future challenges through a comprehensive, forward-looking approach. By addressing vulnerabilities across infrastructure, natural systems, and social dimensions, the plan establishes a strong foundation for resilience. Closing gaps in capacity, improving coordination, and maintaining alignment with state and federal priorities will be critical to sustaining progress. These efforts will not only reduce disaster losses but also advance long-term community safety, fiscal sustainability, and quality of life.

Plan Maintenance and Integration

The St. Lucie County Local Mitigation Strategy (LMS) Working Group emphasizes four key components to keep the LMS plan up to date (see Figure 90):

- Plan Monitoring
- Community Involvement
- Plan Evaluation
- Plan Integration

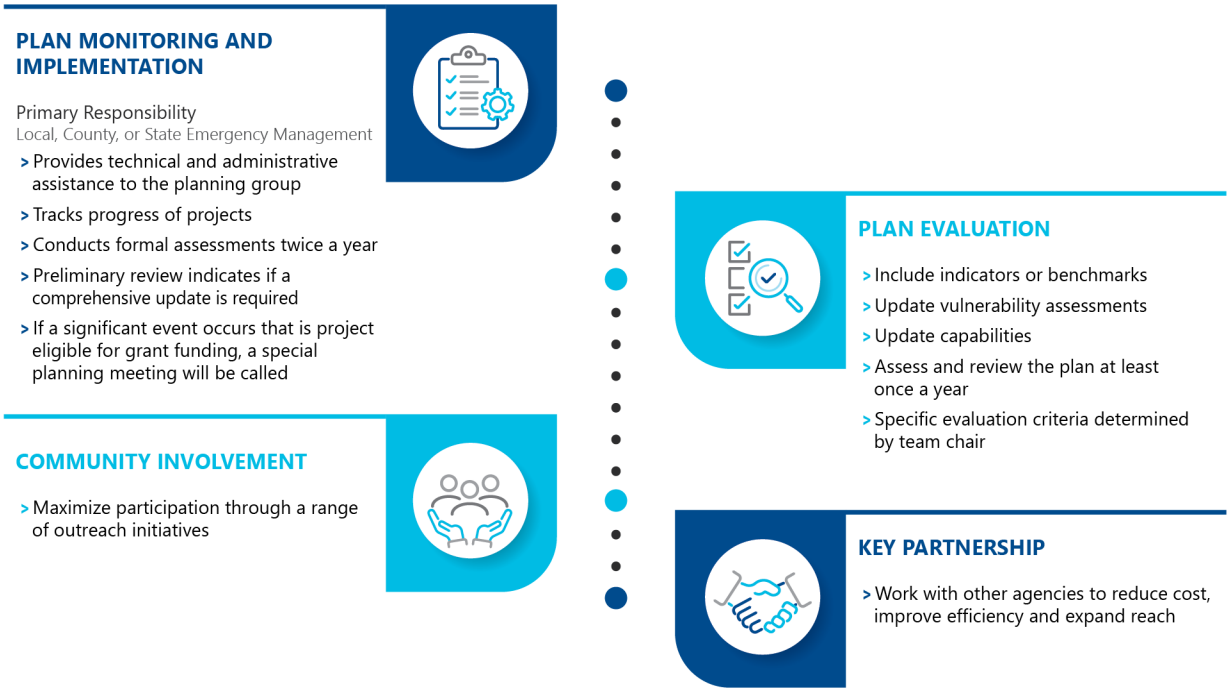


Figure 90: Plan Maintenance and Integration Process

Plan Monitoring and Implementation

The St. Lucie County Emergency Management Division holds primary responsibility for overseeing and supporting implementation of the LMS Plan. This responsibility includes providing both technical and administrative support to the LMS Working Group, coordinating interdepartmental and interjurisdictional activities, and ensuring continued compliance with Florida Division of Emergency Management (FDEM) and FEMA LMS requirements.

Throughout the year, Emergency Management staff, in coordination with the LMS Working Group Chair, review both proposed and ongoing mitigation projects included in the LMS priority list. Formal

implementation reviews are conducted at least quarterly (four times per year) in conjunction with regularly scheduled LMS Working Group meetings. These reviews document progress on mitigation actions, identify responsible parties, track project status, and confirm continued consistency with the goals, objectives, and priorities of the LMS, as required by 44 CFR §201.6(c)(4). Reviews also evaluate alignment with state and federal Hazard Mitigation Assistance (HMA) eligibility criteria, including consistency with applicable Hazard Mitigation Assistance eligibility requirements and current funding guidance and ensure responsible agencies report barriers, schedule changes, or required scope revisions. Monitoring results are documented in meeting minutes and maintained as part of the LMS administrative record.

Quarterly monitoring of the Local Mitigation Strategy is conducted by the LMS Working Group as part of its regularly scheduled meetings; the LMS Review Committee is responsible for conducting the formal annual evaluation of the LMS in accordance with Florida Division of Emergency Management and FEMA requirements. The LMS Review Committee operates as a standing review function of the LMS Working Group and does not constitute a separate governing body.

The quarterly monitoring process evaluates the effectiveness of the LMS by measuring progress toward stated mitigation goals, identifying obstacles to implementation, and determining whether revisions to mitigation actions, prioritization, or supporting data are warranted. This process also allows the LMS Working Group to identify changes in development patterns, updated hazard data, completed or delayed projects, and newly available funding opportunities that may affect the mitigation strategy. If no deficiencies or changes are identified, mitigation actions continue to advance through established implementation pathways.

Quarterly monitoring is conducted by the LMS Working Group; the LMS Review Committee conducts the formal annual evaluation In addition, when a significant hazard event or disaster declaration occurs in St. Lucie County, such as a hurricane, flooding event, or other significant event that may trigger eligibility for HMGP, FMA, or other mitigation funding, the Chair will convene a special meeting of the LMS Review Committee to evaluate project eligibility, reassess priorities, and determine whether amendments to the mitigation strategy or project list are necessary.

Community Involvement

The St. Lucie County LMS Working Group is committed to ensuring ongoing public involvement in the hazard mitigation planning, implementation, monitoring, and evaluation process. Public outreach and opportunities for feedback are essential components of this effort, providing residents, businesses, and other stakeholders with a meaningful role in shaping, reviewing, and refining local mitigation priorities. Following plan approval, the LMS Working Group will continue to solicit public participation throughout the life of the plan by providing an opportunity for public comment at all quarterly and special LMS meetings.

To encourage public involvement, the LMS Working Group advertises all quarterly and special meetings and employs multiple outreach methods to keep the community informed. These methods include

posting meeting notices, agendas, and LMS-related documents on the St. Lucie County Emergency Management website, where the most up-to-date plan materials, meeting schedules, and contact information are made publicly available. All public comments received through meetings, written correspondence, and surveys are documented, reviewed by the LMS Working Group, and considered for incorporation into the plan text, goals, and prioritized mitigation action list, as appropriate. At a minimum, public outreach strategies and engagement effectiveness are reviewed during at least one quarterly LMS meeting each year to support continuous improvement in reaching the community.

To maximize participation, the LMS Working Group implements a range of outreach initiatives designed to reach diverse audiences across St. Lucie County. These initiatives include presentations and information-sharing at Community Emergency Response Team (CERT) trainings, public meetings, community organizations, schools, civic groups, and local events, where participants receive information on hazard risks, mitigation strategies, and progress on LMS-supported actions. Questionnaires and surveys are periodically distributed, both in-person and electronically, to assess public awareness, identify local concerns, and gather input on mitigation priorities. Survey results and outreach feedback are analyzed by St. Lucie County Emergency Management and shared with the LMS Working Group for consideration during plan monitoring and evaluation activities.

The LMS Working Group also coordinates public involvement activities with regional and County partners to enhance efficiency and consistency. A key partnership with floodplain management, CRS coordination, and stormwater program staff supports joint outreach related to flood risk awareness, Flood Insurance Rate Map updates, and mitigation education. Where feasible, mitigation education and Community Rating System (CRS) outreach activities are coordinated to reduce duplication, improve cost effectiveness, and expand public reach.

Plan Evaluation

If no modifications are identified during the monitoring phase, the LMS Review Committee will convene at least once per year to formally assess and review the LMS Plan in accordance with evaluation criteria established by the Florida Division of Emergency Management (FDEM) and the St. Lucie County LMS Working Group, consistent with 44 CFR §201.6(c)(4). This annual evaluation will occur in the first quarter of each calendar year and will be completed no later than the end of the second quarter, ensuring that the review is finalized prior to the start of the Atlantic hurricane season.

The St. Lucie County Emergency Management Division, in collaboration with the LMS Working Group and the LMS Review Committee, will apply defined evaluation criteria when reviewing the LMS Plan. These criteria include, but are not limited to, the following:

- Identifying any new or revised federal, state, or local laws, regulations, executive orders, or policies that may necessitate updates to the LMS
- Determining whether any mandates or guidance from FEMA, FDEM, or other agencies require modifications to the LMS

- Assessing whether the goals, objectives, and mitigation priorities of the LMS Working Group continue to align with current and anticipated conditions in St. Lucie County
- Evaluating whether there have been significant changes in hazard profiles, risk exposure, vulnerability, or development patterns affecting the County
- Reviewing the adequacy of financial, technical, and staffing resources available to support effective plan implementation
- Identifying any technical, political, legal, financial, or interagency coordination challenges that may hinder implementation of mitigation actions
- Determining whether anticipated outcomes and performance measures associated with mitigation actions are being achieved as intended
- Reviewing the continued participation and commitment of jurisdictions and partner agencies to ensure consistency with the adopted LMS
- Considering lessons learned, after-action findings, and recommendations resulting from hazard events, exercises, or disaster declarations occurring during the review cycle

If the evaluation identifies the need for revisions, the LMS Working Group, with support from St. Lucie County Emergency Management, will draft proposed updates to the plan narrative and mitigation action list. Proposed revisions will be reviewed by the LMS Working Group, made available for stakeholder and public input, and submitted to FDEM for acknowledgement or approval, as applicable. Upon completion of the review process, the updated LMS will be posted on the St. Lucie County website and incorporated into ongoing implementation and monitoring activities.

Key Partnership

The St. Lucie County LMS Working Group is committed to ensuring that hazard mitigation planning remains an ongoing, coordinated, and integrated process across all participating jurisdictions. As part of its regular activities, at least one quarterly LMS Working Group meeting each year is dedicated to reviewing the plan's goals, objectives, mitigation priorities, and project list to confirm continued relevance and integration into local planning and capital programming efforts. When mitigation actions or priorities are identified as outdated, infeasible, or no longer aligned, the affected jurisdiction's LMS representative is responsible for initiating corrective action through its established internal planning and approval processes.

Each participating jurisdiction, St. Lucie County, the City of Port St. Lucie, the City of Fort Pierce, and the Town of St. Lucie Village, has committed to a structured, collaborative approach for integrating LMS mitigation actions into applicable local plans, policies, and programs. The LMS Working Group serves as the coordinating body, providing technical guidance, data, and best-practice support to promote consistency across jurisdictions while allowing each participant to tailor implementation to local conditions and authorities.

Previous Plan Integration

The LMS Working Group has actively integrated mitigation strategies into existing planning mechanisms to streamline efforts, improve efficiency, and avoid duplication. A primary example is the alignment of the LMS with floodplain management and Community Rating System (CRS) activities, allowing mitigation priorities, risk data, and outreach efforts to reinforce one another rather than operate as stand-alone initiatives. Each participating jurisdiction incorporates LMS actions into its own planning documents using established internal processes, with the jurisdiction's LMS representative coordinating with relevant departments to draft and advance amendments through normal staff review and governing-body adoption procedures.

The St. Lucie County Comprehensive Emergency Management Plan (CEMP) has also been shaped by prior LMS efforts. Many LMS Working Group members participated directly in the most recent CEMP update, ensuring that hazard profiles, risk assessments, and jurisdictional descriptions were consistent with mitigation priorities. Earlier LMS risk assessment findings informed the CEMP's hazard analysis, and subsequent updates to the LMS have continued to build upon that foundation, maintaining a data-driven and internally consistent approach to risk evaluation and mitigation planning across County emergency management and land-use planning efforts.

Future Plan Integration

Responsibility for integrating LMS strategies into existing and future planning mechanisms rests with each participating jurisdiction, St. Lucie County, the City of Fort Pierce, the City of Port St. Lucie, and the Town of St. Lucie Village, through their designated LMS representatives, acting in coordination with St. Lucie County Emergency Management and the LMS Working Group. Integration begins with a periodic review by each jurisdiction of its applicable plans and programs, including comprehensive plans, land development codes, capital improvement programs, stormwater and transportation plans, floodplain management and CRS procedures, and emergency management documents, to identify upcoming update cycles and opportunities for alignment. These findings are reported during LMS quarterly meetings, allowing jurisdictions to coordinate timing, share best practices, and leverage LMS data and mitigation priorities during routine plan updates.

To support integration, each jurisdiction applies LMS risk assessment data, vulnerability findings, and prioritized mitigation actions when drafting plan amendments, capital projects, or program updates. The LMS representative works with the appropriate department within their jurisdiction to link specific LMS goals and actions to relevant plan elements or programs and to advance those actions through established staff review and governing-body approval processes. While Florida statutes and administrative rules govern amendment procedures for certain plans, the LMS Working Group facilitates coordination among jurisdictions, documents integration activities, and provides technical assistance to support implementation, evaluation, and updates consistent with 44 CFR §201.6(c)(4).

The LMS Working Group's diverse membership, including representatives from St. Lucie County, the City of Fort Pierce, the City of Port St. Lucie, and the Town of St. Lucie Village, as well as professionals in

emergency management, planning, engineering, public works, floodplain management, and CRS coordination, strengthens this integration process by ensuring mitigation strategies are embedded across relevant policies, programs, and investments. The Working Group also coordinates with regional floodplain management and CRS partners to align outreach, education, and risk-reduction initiatives, improving efficiency and expanding public reach. Through these coordinated efforts, all participating jurisdictions ensure that hazard mitigation remains a core, sustained component of local planning and decision-making.

JURISDICTION-SPECIFIC PLAN INTEGRATION

Each planning participant integrates the LMS into its respective planning mechanisms through a collaborative, jurisdiction-led process that aligns mitigation actions with local authority, responsibilities, and ongoing initiatives. Integration begins with identifying relevant actions from the LMS mitigation strategy that support departmental or jurisdictional goals and assessing how those actions can be incorporated into existing or future plans, including comprehensive plans, capital improvement programs (CIPs), emergency operations plans (EOPs), stormwater and transportation plans, floodplain management and CRS procedures, and land development regulations.

Integration is achieved through routine plan review cycles, identification of alignment opportunities, and incorporation of mitigation priorities into scheduled updates and capital programming. This approach ensures that hazard mitigation is embedded in long-term community planning, infrastructure investment, and regulatory decision-making, rather than treated as a stand-alone effort. Ongoing communication and coordination among departments and jurisdictions, facilitated through quarterly LMS Working Group meetings, support consistent implementation, documentation, and accountability. Each jurisdiction retains authority to formally adopt mitigation-related policies, programs, and plan amendments through its governing body, consistent with local charter and state requirements.

The structure of decision-making entities varies by jurisdiction/member:

- St. Lucie County operates under a Council–Administrator form of government, with legislative authority vested in the Board of County Commissioners and administrative authority delegated to the County Administrator.
- The City of Port St. Lucie operates under a Council–Manager form of government, with policy authority vested in the City Council and administrative authority in the City Manager.
- The City of Fort Pierce functions under a Commission–Manager form of government, with a five-member City Commission serving as the governing body and administrative authority vested in the City Manager.
- The Town of St. Lucie Village operates under a Council–Manager form of government, with legislative authority vested in the Town Council and administrative authority in the Town Manager.

The LMS Review Committee convenes at least once per year to assess and review the LMS Plan in accordance with evaluation criteria established by FDEM and the LMS Working Group, consistent with 44

CFR §201.6(c)(4). This annual evaluation occurs in the first quarter of each calendar year and is completed no later than the second quarter, ensuring the review is finalized prior to the start of the hurricane season.

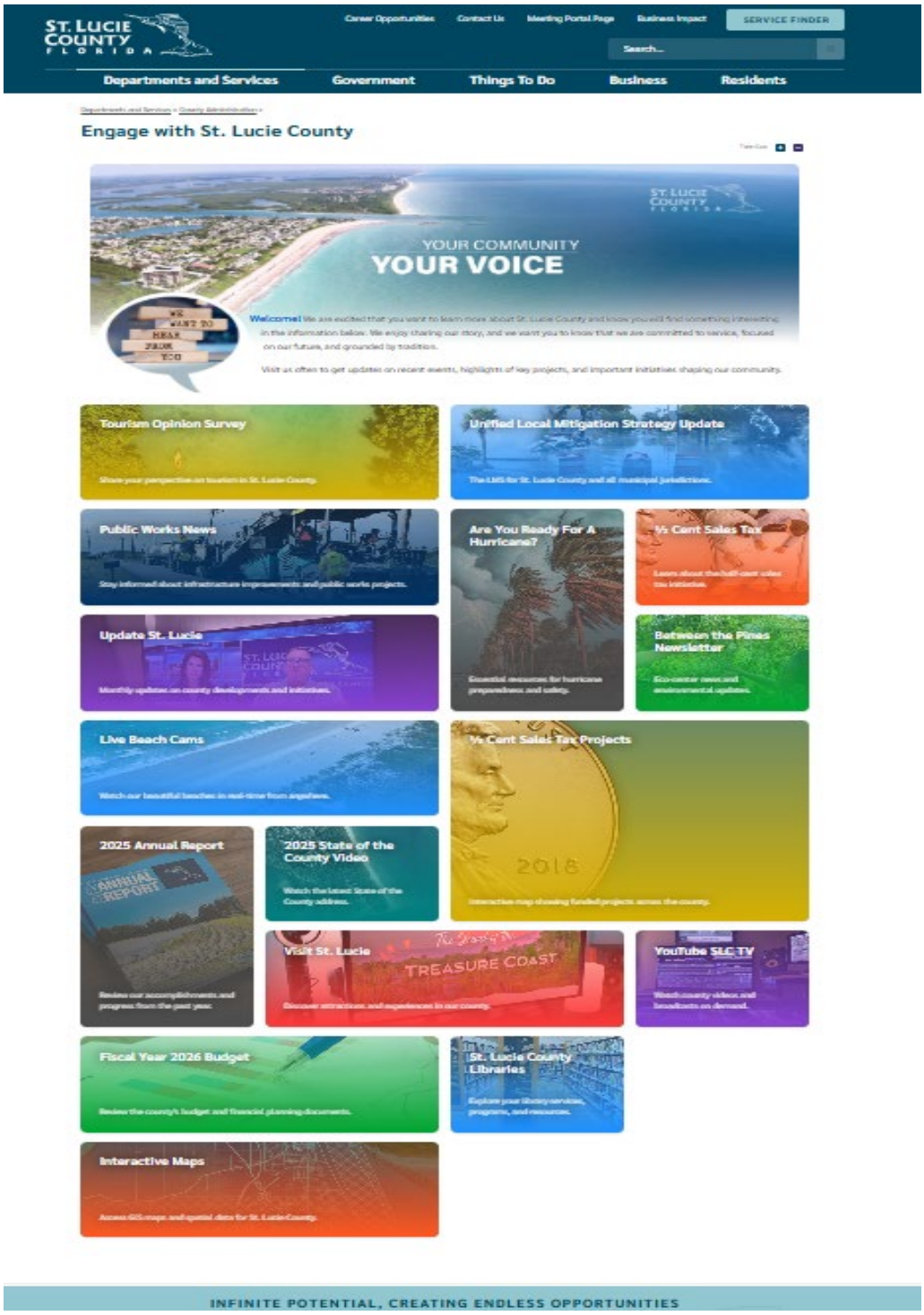
If the LMS Review Committee determines that an update or modification to the LMS Plan is necessary, the Committee drafts the proposed changes and supporting documentation and presents them to the LMS Working Group for review. Presentation of proposed updates may occur during a regularly scheduled quarterly meeting or during a special meeting convened by the Chair, as needed.

The LMS Working Group determines the appropriate course of action based on the significance of the proposed changes. If modifications are determined to be minor, as determined consistent with applicable FDEM guidance and local adoption requirements, the LMS Working Group voting members may approve and adopt the changes directly. If modifications are determined to be major, the LMS Working Group voting members may approve the updates; however, each jurisdiction must then complete its respective resolution or adoption process through its governing body to formally adopt the changes. This process ensures that LMS updates are implemented, evaluated, and adopted in accordance with local authority, while maintaining compliance with FEMA and FDEM requirements.

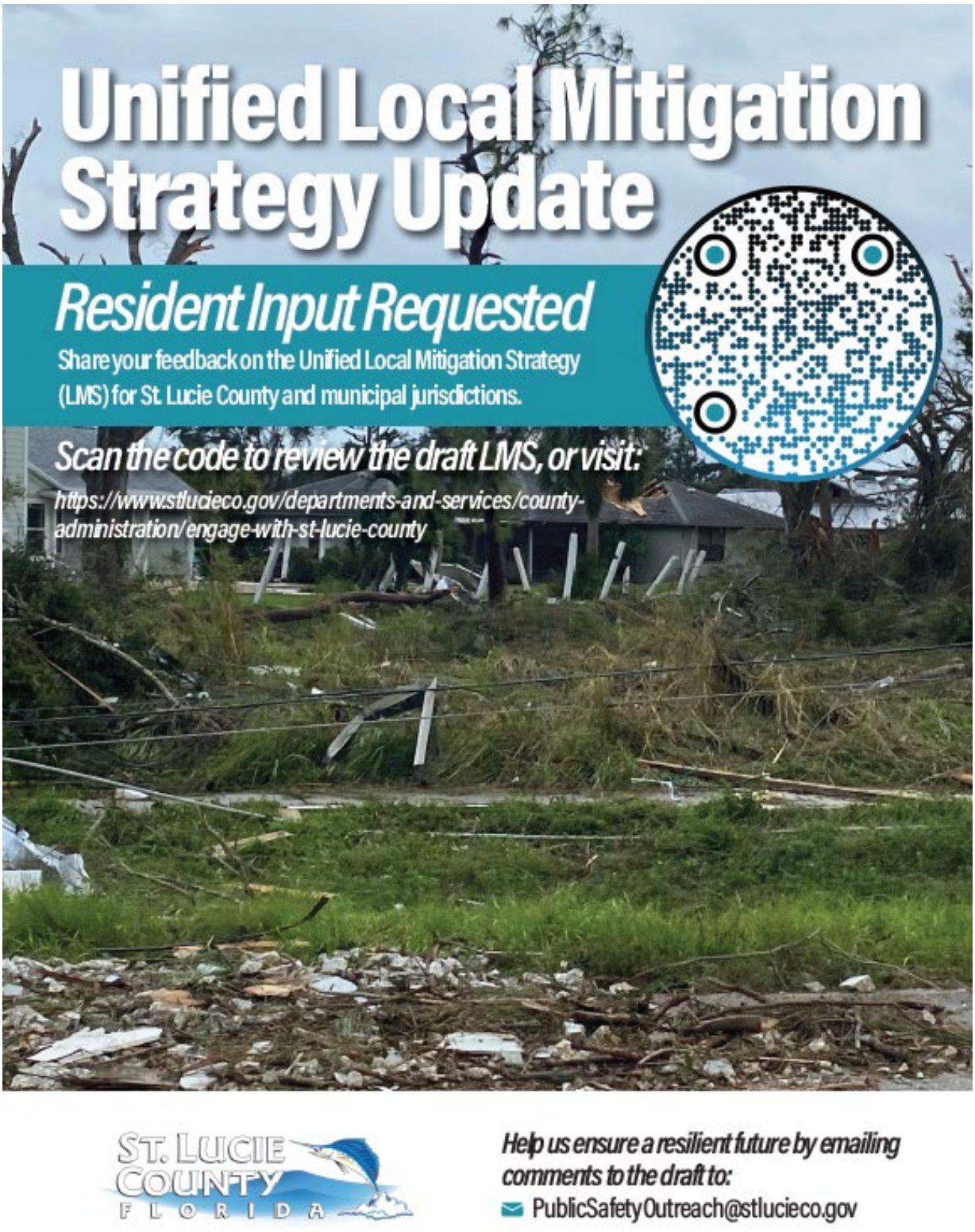
Appendix A: LMS and CRS Public Outreach Documentation

Appendix A: LMS and CRS Public Outreach Documentation

Engage St. Lucie website, LMS posted for public review (image captured March 18, 2026)



St. Lucie Unified LMS public outreach flyer

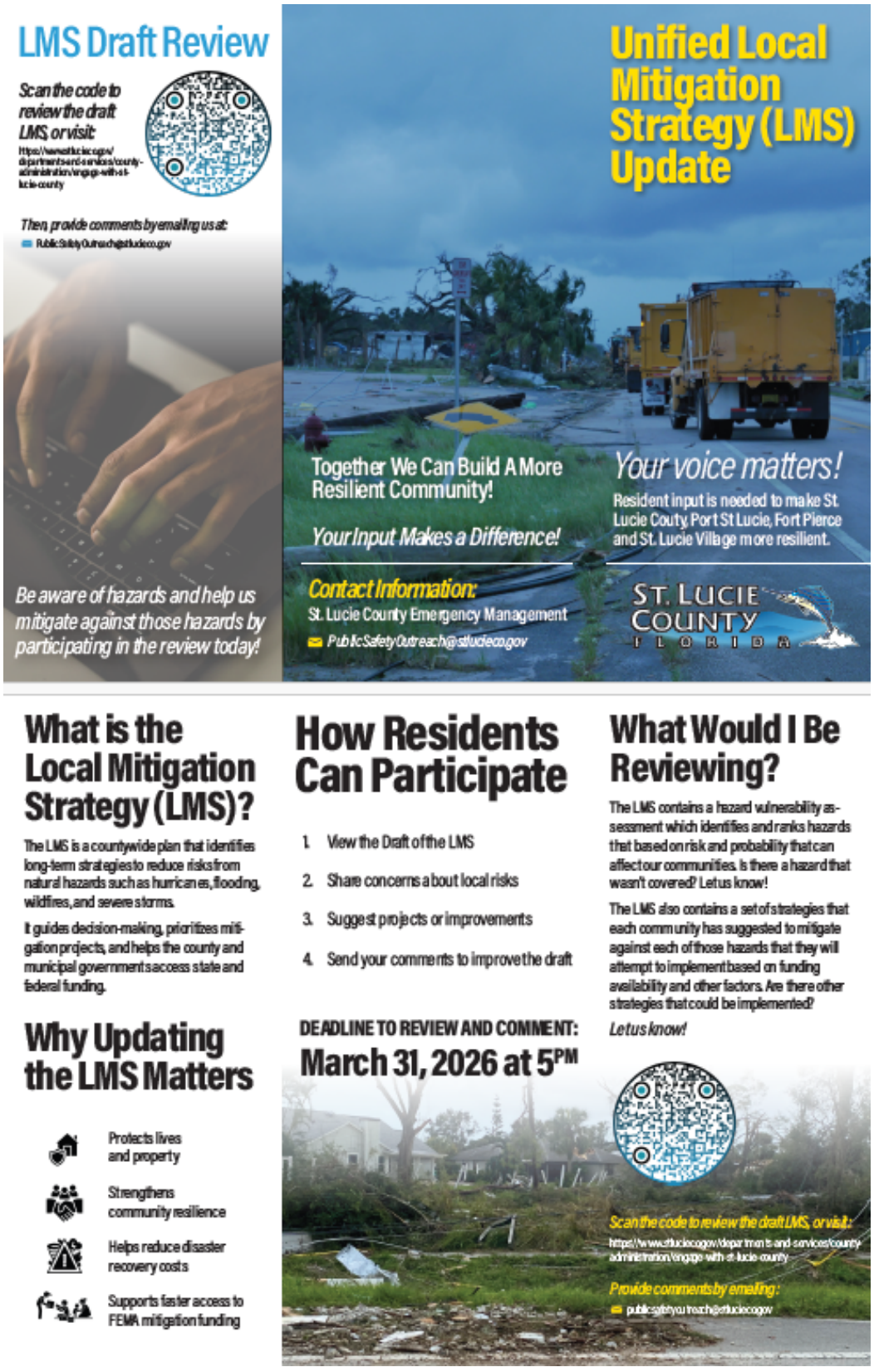


St. Lucie Unified LMS public outreach postcard





St. Lucie Unified LMS public outreach brochure



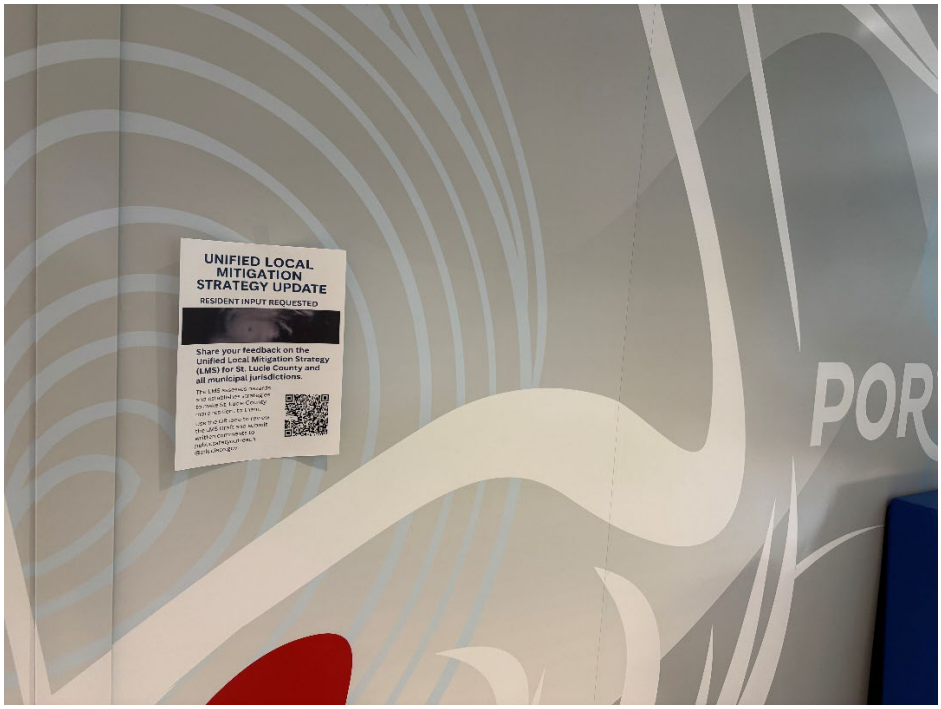
St. Lucie Unified LMS Public Input Flyers/Postcards/Brochures in various City Buildings

Building A (City Hall):

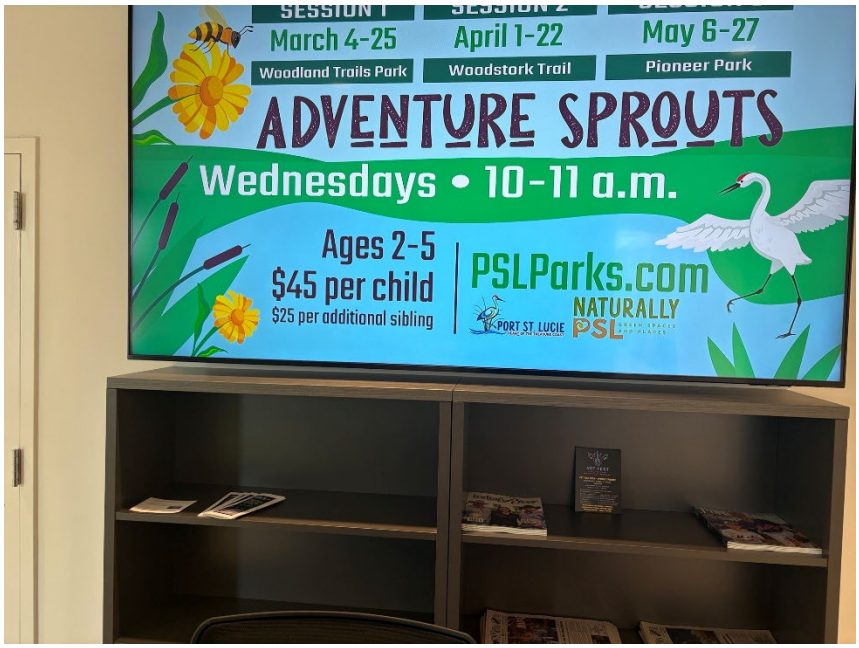
Lobby wall near guest seating



Lobby wall close-up to see the flyer



City hall pick-up rack far back



City hall rack close-up to see brochures/cards

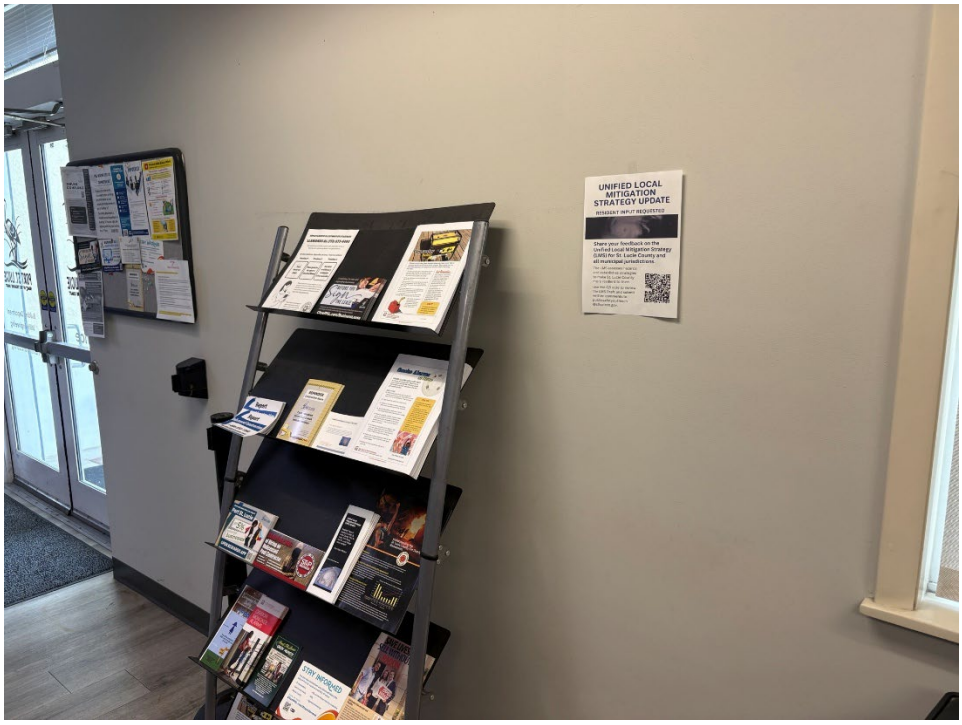


Building B – Building Department Lobby:

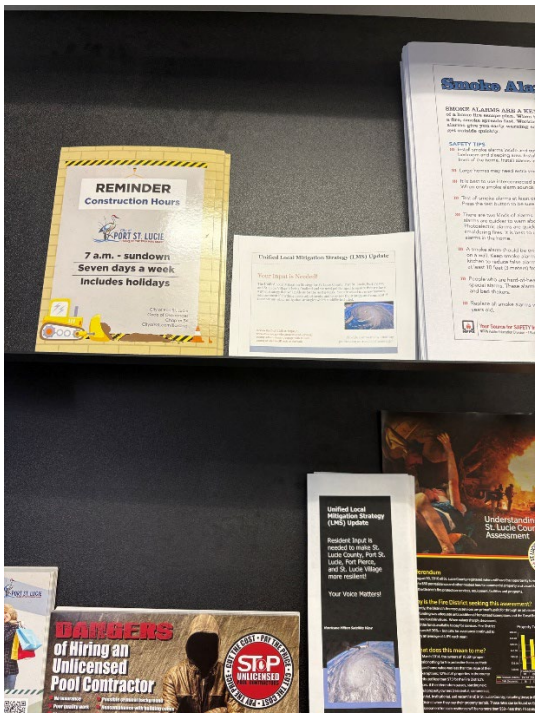
Building department sign-in lobby



Building department wall and brochure rack

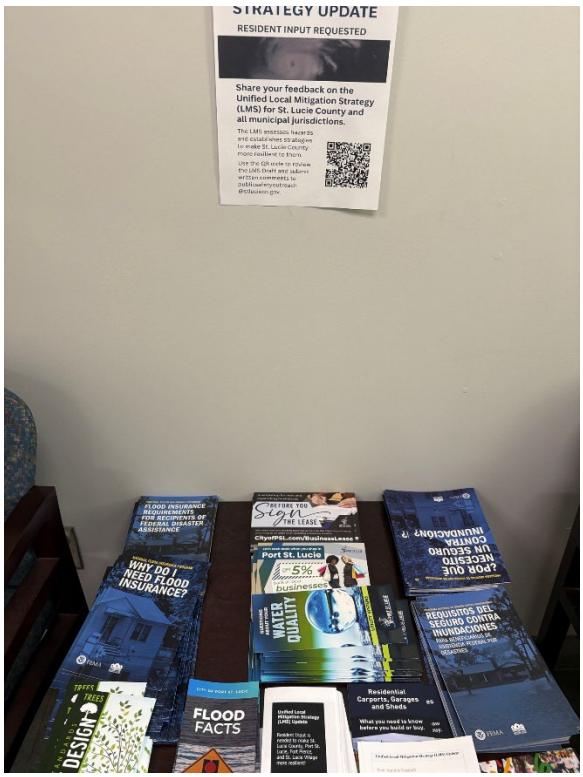


Building department rack close-up

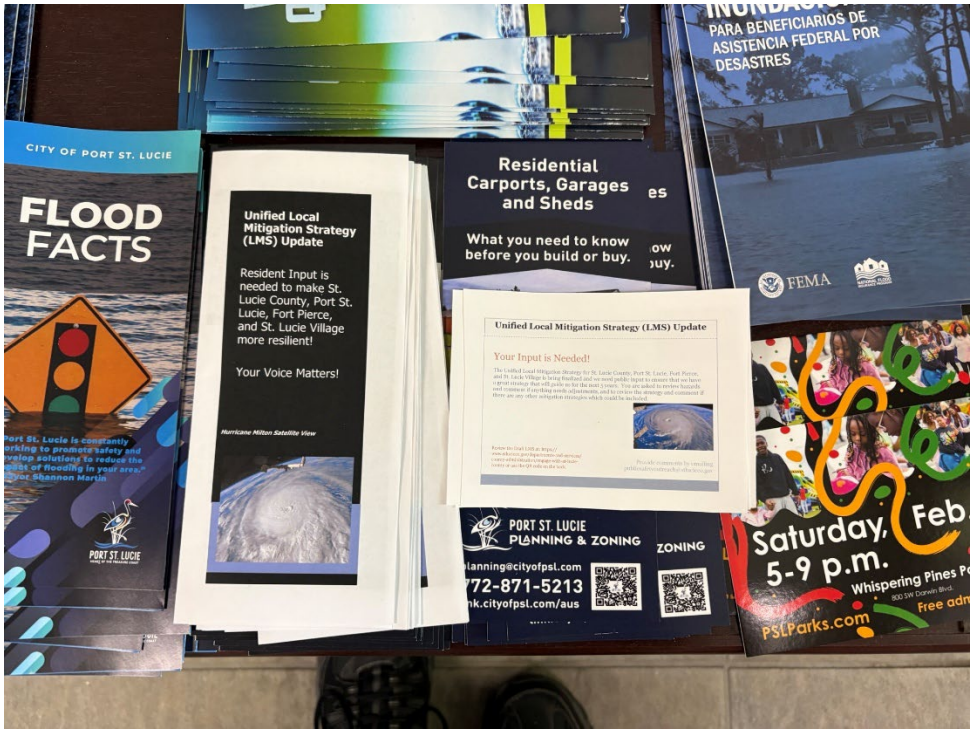


Building B – Public Works Department Lobby

Public works lobby



Public works table close-up



Public works door with flyer on wall above table



Other Efforts to Get Public Input by the City of Port St. Lucie

Post on X seeking public review and comments



Post on Facebook seeking public review and comments

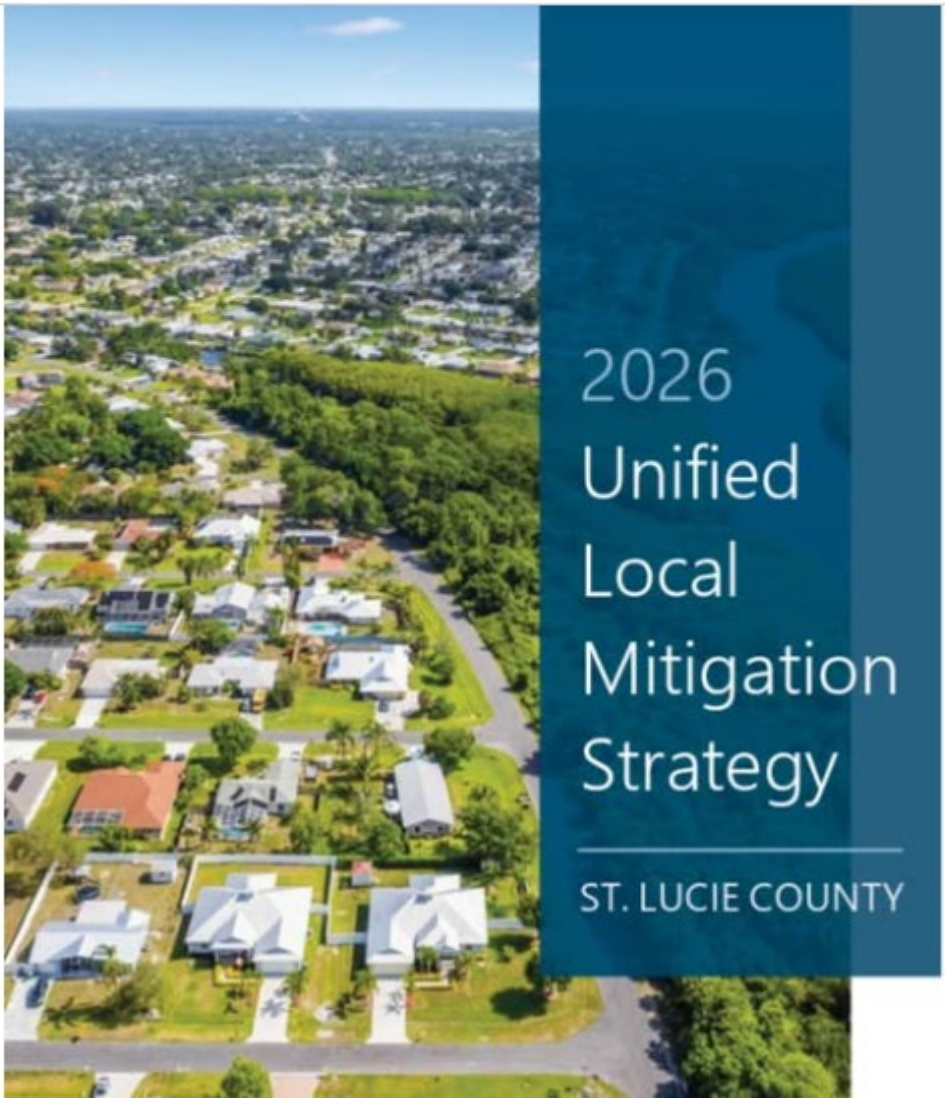
City of Port St. Lucie - City Hall
Published by Lynn Kenyon · Just now ·

The updated St. Lucie County Local Mitigation Strategy (LMS) is available for public review and comment.

The LMS is developed through a collaborative process involving a working group comprised of county, municipal and community partners who prepare and implement mitigation strategies and projects designed to reduce the impacts of natural and human-caused hazards within St. Lucie County.

Residents are encouraged to review the updated LMS and provide comments. Comments should be directed to: publicsafetyoutreach@stlucieco.gov

More details below



Brochure to solicit public input on the draft

LMS Draft Review

Read the LMS Draft: https://www.stlucieco.gov/departments-and-services/county-administration/engage-with-st-lucie-county

Then, send your comments to publicsafetyoutreach@stlucieco.gov



Be aware of hazards and help us mitigate against those hazards by participating in the review today!

Contact Information:

City of Port St. Lucie
Office of Emergency Management

PSLEM@cityofpsl.com

Together, We Can Build a More Resilient Port St. Lucie and St. Lucie County

Your input makes a difference.



Unified Local Mitigation Strategy (LMS) Update

Resident Input is needed to make St. Lucie County, Port St. Lucie, Fort Pierce, and St. Lucie Village more resilient!

Your Voice Matters!

Hurricane Milton Satellite View





What is the Local Mitigation Strategy (LMS)?

The LMS is a countywide plan that identifies long-term strategies to reduce risks from natural hazards such as hurricanes, flooding, wildfires, and severe storms.

It guides decision-making, prioritizes mitigation projects, and helps the county and municipal governments access state and federal funding.

Why Updating the LMS Matters

- Protects lives and property
- Strengthens community resilience
- Helps reduce disaster recovery costs
- Supports faster access to FEMA mitigation funding

How Residents Can Participate

- View the Draft of the LMS
- Share concerns about local risks
- Suggest projects or improvements
- Send your comments to improve the draft

What Would I Be Reviewing

The LMS contains a hazard vulnerability assessment which identifies and ranks hazards that based on risk and probability that can affect our communities. Is there a hazard that wasn't covered? Let us know!

The LMS also contains a set of strategies that each community has suggested to mitigate against each of those hazards that they will attempt to implement based on funding availability and other factors. Are there other strategies that could be implemented? Let us know!

DEADLINE TO REVIEW AND COMMENT:
March 31, 2026 at 5pm
publicsafetyoutreach@stlucieco.gov



Flyer to solicit public input on the draft

Unified Local Mitigation Strategy (LMS) Update

Your Input is Needed!

The Unified Local Mitigation Strategy for St. Lucie County, Port St. Lucie, Fort Pierce, and St. Lucie Village is being finalized and we need public input to ensure that we have a great strategy that will guide us for the next 5 years. You are asked to review hazards and comment if anything needs adjustments, and to review the strategy and comment if there are any other mitigation strategies which could be included.



Review the Draft LMS at: https://www.stlucieco.gov/departments-and-services/county-administration/engage-with-st-lucie-county or use the QR code on the back

Provide comments by emailing publicsafetyoutreach@stlucieco.gov

Review the LMS Draft by scanning the QR code below, or you can go to https://www.stlucieco.gov/departments-and-services/county-administration/engage-with-st-lucie-county

Help us ensure a resilient future by providing comments to the draft by emailing publicsafetyoutreach@stlucieco.gov

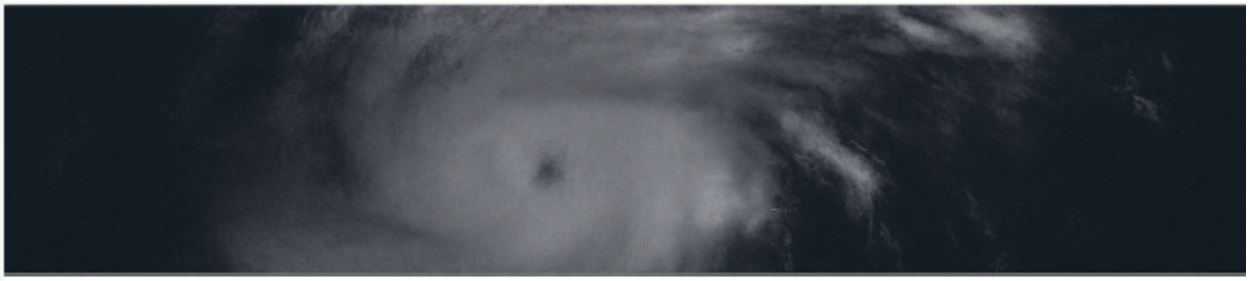
CITY OF PORT ST LUCIE
OFFICE OF EMERGENCY MANAGEMENT



Poster to solicit public input on the draft

UNIFIED LOCAL MITIGATION STRATEGY UPDATE

RESIDENT INPUT REQUESTED



Share your feedback on the Unified Local Mitigation Strategy (LMS) for St. Lucie County and all municipal jurisdictions.

The LMS assesses hazards and establishes strategies to make St. Lucie County more resilient to them.

Use the QR code to review the LMS Draft and submit written comments to publicsafetyoutreach @stlucieco.gov.

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Appendix B: 510 Floodplain Management Planning Checklist

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510 FLOODPLAIN MANAGEMENT PLANNING CHECKLIST

Community: **St. Lucie County**

Name of Plan: *St. Lucie Unified Local Mitigation Plan*

511.a Floodplain Management Planning (FMP)

Credit Points: *Enter the section or page number of the plan where each credited item can be found.*

CRS Step	Section/Page		
1. Organize to prepare the plan. (max:15)			
a. Involvement of Office Responsible for Community Planning (4)	Section 3: First Section		**0**
b. Planning committee of department staff (9)	Section 3: Overview of the LMS Working Group		
c. Process formally created by the community's governing board (2)	Section 3: First Section		
2. Involve the public. (max: 120)			
a. Planning process conducted through a planning committee (60)	Section 3: LMS Composition		**0**
b. Public meetings held at the beginning of the planning process (15)	Section 3: Public Participation Process		
c. Public meeting held on draft plan (15)	Section 3: Public Participation Process		
d. Other public information activities to encourage input (Up to 30)	Section 3: Public Participation Process		
3. Coordinate with other agencies. (max: 35)			
a. Review of existing studies and plans [REQUIRED] (5)	Section 3: Coordinate		**0**
b. Coordinating with communities and other agencies (Up to 30)	Section 3: LMS Stakeholder Strategy		
4. Assess the hazard. (max: 35)			
a. Plan includes an assessment of the flood hazard [REQUIRED] with:			**0**
(1) A map of known flood hazards (5)	Section 5.1.4: Extent		

(2) A description of known flood hazard (5)	Section 5.1.4: Extent		
(3) A discussion of past floods (5)	Section 5.1.4: Historic Events		
b. Plan includes assessment of less frequent floods (10)	Section 5.1.4: Historic Events		
c. Plan includes assessment of areas likely to flood (5)	Sections 5.1.4: Magnitude and Severity		
d. The plan describes other natural hazards [REQUIRED FOR DMA] (5)	Sections 5.1 through Sections 5.3.3		

5. Assess the problem. (max: 52)

a. Summary of each hazard identified in the hazard assessment and their community impact [REQUIRED] (2)	Sections 5.1 through Sections 5.3.3: Jurisdictional Impacts		**0**

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Appendix C: St. Lucie Local Mitigation Strategy Update – Capability Assessment

Appendix C: St. Lucie Local Mitigation Strategy Update – Capability Assessment

Who filled out this form? List anyone who contributed.

Table 137: Capability Assessment Contributors

Name	Title	Jurisdiction/Agency	Contact Info (Email/Phone)

Contact Patrick Marchman (patrick.marchman@iem.com) with any questions.

Local mitigation capabilities are existing authorities, policies, programs, and resources that reduce hazard impacts or can help carry out hazard mitigation activities. You are encouraged to work with your partners, both internal and external, to identify the capabilities of your community. No community will have all of these capabilities. Identifying the ones you do have, or those that could be improved or expanded upon, can help determine feasible mitigation actions.

Complete the following capability assessment tables to the best of your ability. If unknown, state "Unknown."

Planning and Regulatory

Planning and regulatory capabilities are the plans, policies, codes, and ordinances that prevent and reduce the impacts of hazards.

Table 138: Plans

Plans	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
Comprehensive Plan			
Capital Improvement Plan			
Climate Action/ Adaptation Plan			

Plans	Does the plan address hazards? (Y/N)	How can the plan be used to implement mitigation actions?	When was it last updated? When will it next be updated?
Economic Development Plan			
Land Use Plan			
Local Emergency Operations Plan			
Stormwater Management Plan			
Transportation Plan			
Substantial Damage Plan			
Other? (Describe)			

Table 139: Regulations and Ordinances

Plans	Does this regulation/ ordinance effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was it last updated? When will it next be updated?
Building Code			
Flood Insurance Rate Maps			
Floodplain Ordinance			
Subdivision Ordinance			
Zoning Ordinance			
Natural Hazard Specific Ordinance (Stormwater, Steep Slope, Wildfire)			
Acquisition of Land for Open Space and Public Recreation Use			
Prohibition of Building in At-Risk Areas			
Other? (Describe)			

Administrative and Technical

Administrative and technical capabilities include staff and their skills. They also include tools that can help you to carry out mitigation actions. If you do not have local staff, consider how state and regional partners can help.

Table 140: Administrative Capabilities

Administrative Capability	In place? (Y/N)	Is staffing adequate?	Is staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Chief Building Official				
Civil Engineer				
Community Planner				
Emergency Manager				
Floodplain Administrator				
Geographic Information System (GIS) Coordinator				
Planning Commission				
Fire Safe Council				
CERT (Community Emergency Response Team)				
Active VOAD (Voluntary Agencies Active in Disasters)				
Other? (Please describe)				

Table 141: Technical Capabilities

Technical Capability	In place? (Y/N)	How has the capability been used to assess/mitigate risk in the past? (Answer or N/A)	How can the capability be used to assess/mitigate risk in the future?
Mitigation Grant Writing			
Hazard Data and Information			
GIS			
Mutual Aid Agreements			
Other? (Please describe)			

Financial

Financial capabilities are the resources available to fund mitigation actions. Talking about funding and financial capabilities is important to determine what kind of projects are feasible given their cost. Mitigation actions like outreach programs are lower-cost and often use staff time and existing budgets. Other actions, like earthquake retrofits, may require substantial funding from local, state, and federal partners. Partnerships, including partners willing to donate land, supplies, or an in-kind match, as well as cash, can be included.

Table 142: Financial Capabilities

Funding Resource	In place? (Y/N)	Has this funding resource been used in the past and for what types of activities?	Could this resource be used to fund future mitigation actions?	Can this be used as the local cost match for a federal grant?
Capital Improvement Project Funding				
General Funds				
Hazard Mitigation Grant Program (HMGP/404)				
Flood Mitigation Assistance (FMA)				
Public Assistance Mitigation (PA Mitigation/406)				
Community Development Block Grant (CDBG)				
Natural Resources Conservation Services (NRCS) Programs				
U.S. Army Corps (USACE) Programs				
Property, Sales, Income, or Special Purpose Taxes				
Stormwater Utility Fee				

Funding Resource	In place? (Y/N)	Has this funding resource been used in the past and for what types of activities?	Could this resource be used to fund future mitigation actions?	Can this be used as the local cost match for a federal grant?
Fees for Water, Sewer, Gas, or Electric Services				
Impact Fees from New Development and Redevelopment				
General Obligation or Special Purpose Bonds				
Federal-funded Programs (Please describe)				
State-funded Programs (Please describe)				
Private Sector or Nonprofit Programs				
Other?				

Education and Outreach

Education and outreach capabilities are programs and methods that can communicate about and encourage risk reduction. These programs may be run by a participant or a community-based partner. Partners, especially those who work with underserved communities, can help identify additional education and outreach capabilities.

Table 143: Education and Outreach

Education and Outreach Capability	In place? (Y/N)	Does this resource currently incorporate hazard mitigation?	Notes
Community Newsletter(s)			
Hazard Awareness Campaigns (such as Firewise, Storm Ready, Severe Weather			

Education and Outreach Capability	In place? (Y/N)	Does this resource currently incorporate hazard mitigation?	Notes
Awareness Week, School Programs)			
Public Meetings/Events (Please Describe)			
Emergency Management Listserv			
Local News			
Distributing Hard Copies of Notices (e.g., public libraries, door-to-door outreach)			
Insurance Disclosures/ Outreach			
Organizations that Represent, Advocate for, or Interact with Underserved and Vulnerable Communities (Please Describe)			
Social Media (Please Describe)			
Other? (Please Describe)			

Opportunities to Expand and/or Improve Capabilities

How can the capabilities you have shared so far be expanded and improved to reduce risk? The plan must describe the ability of each participant to expand and improve the capabilities described in the plan. This is the opportunity to evaluate whether these capabilities have been effectively used to reduce risk. If your jurisdiction does not have the ability or authority to expand or improve these capabilities, that must be described. For example, the community may wish to adopt more restrictive building codes but is prevented from doing so by law. The gaps or limitations you identify here may also be later addressed as actions in the mitigation strategy, as well.

Table 144: Opportunities to Expand and/or Improve Capabilities

Capability Type	Opportunity to Expand and/or Improve
Planning and Regulations *Example: The community would like to develop a new Community Wildfire Protection Plan, as the prior plan is outdated. The Economic Development Plan currently lists River St. as an area to promote growth; however, River St. has flooded repeatedly in recent years, resulting in significant losses to assets already there. The community wants to reconsider the zoning and planned uses for River St.*	
Administrative and Technical *Example: The Building Official is overwhelmed and needs additional staff. These staff could be trained in floodplain management as well. Additional training in floodplain management, particularly substantial damage determinations, would benefit the floodplain manager. The GIS data used by the community is outdated, and new data is needed to improve the system.*	
Financial *Example: The community has never utilized the Building Resilient Infrastructure and Communities (BRIC) grant program. New grant-writing staff could support the Emergency Manager in applying for this program. A local nonprofit provided support after the last disaster and may be interested in partnering on a larger project, including providing volunteers to implement a mitigation project as part of the local cost match.*	
Education and Outreach *Example: The public does not seem aware that they can get flood insurance even when they don't live in the Special Flood Hazard Area. The floodplain manager can connect with local real estate and insurance agents at an upcoming event to discuss spreading this information. Additionally, the community's Severe Weather Awareness week is very successful but does not currently include mitigation currently. The community's Public Information Officer is willing to incorporate mitigation information next time.*	

Now that you've considered planning-related considerations, it's time to note below how you have integrated or could integrate the hazard mitigation plan into your other plans, budgets, or strategic decision-making documents.

Plan Integration

An updated plan must explain how the plan participants incorporated the previous mitigation plan, when appropriate, into other planning mechanisms over the last 5 years. This demonstrates progress in local mitigation efforts. Planning mechanisms refer to the governance structures used to manage local land use development and community decision making, such as budgets, comprehensive plans, capital improvement plans, or other long-range plans, codes, and ordinances. If the plan was integrated into another planning mechanism, list those mechanisms and note how hazard mitigation was integrated. This discussion could include the following:

- The integration of the hazards the community is vulnerable to
- The data and analysis presented in the risk assessment
- The goals of the mitigation plan
- Potential projects or actions to carry out in the future

If the previous plan was not integrated into any of the participants' planning mechanisms, the update must state this and explain why. An example could be that no planning mechanisms were developed or updated after the development of the last plan.

Table 145: Previous Plan Integration

Plan Name (or "none," if applicable)	How the Prior Plan Was Integrated

Example: The city recently updated the Comprehensive Plan. This plan directly referenced the last mitigation plan's summary of the hazards the city faced and incorporated mitigation actions from the last hazard mitigation plan, including all high-priority actions.

The plan must also identify the local planning mechanisms where the updated hazard mitigation information/actions *may* be integrated. The plan must describe each participant's individual process for integrating information from the mitigation strategy into their identified planning mechanisms. Listing specifics, such as who will be responsible, the timeframe for the update, and ongoing work, such as hiring a contractor or gathering data, can help meet this requirement.

Table 146: Future Plan Integration Opportunities

Plan Name	Description	Process for Integration (who, what, when how)

Example: The County's Community Wildfire Protection Plan (CWPP) will be updated within the next two years. The County is currently applying for funding and intends to hire a contractor to help support this update. The County's Emergency Manager will be the main point of contact for the CWPP update and intends to provide the contractor with the updated hazard mitigation plan. Information that could be integrated from the hazard mitigation plan includes the wildfire hazard profile, GIS data, and wildfire-related mitigation actions.

Mitigation Strategy

The heart of the mitigation plan is the mitigation strategy, which is the long-term blueprint for reducing the potential losses identified in the risk assessment. It describes how the community will accomplish the overall purpose or mission of the planning process.

Who filled out this form? List anyone who contributed.

Table 147: Contributors to the Mitigation Strategy

Name	Title	Jurisdiction/Agency	Contact Info (Email/Phone)

What has been accomplished since the last plan update? Update the status of your prior mitigation actions in the table below.

The plan must describe the status of all mitigation actions identified in the previous plan and indicate whether the action has been completed. If the action has not been completed, the plan must either explain why it is no longer relevant or indicate that it is included in the updated action plan.

Some questions to consider include the following: If the action was completed, did it have the intended results? What factors led to success? If the action was not completed, what were the barriers? Was there a lack of political support, funding, staff availability, or another obstacle? If you want to include it in the updated mitigation strategy, what is needed to ensure this project succeeds moving forward?

Information about the status of past mitigation actions is a *requirement* of the FEMA process. Note: Using "Ongoing" to describe the status of an action is not acceptable to FEMA reviewers.

Table 148: Previous St. Lucie County Mitigation Actions

Hazard	Mitigation Action (from previous plan)	Lead Agency	Status	Notes/Next Steps (if any)

Brainstorming time! What actions could you take to reduce risk? Consider a few alternatives you may select to pursue later (see https://www.fema.gov/).

Considered Mitigation Actions

Use this space to brainstorm potential mitigation actions. Documenting all ideas provides a record of what actions were considered and why. Additionally, this creates a list of actions that can be reconsidered as conditions change.

There are four types of mitigation actions:

- Local Plans and Regulations
  - These actions include government authorities, policies, or codes that influence the way land and buildings are developed and built.

    Examples: *Comprehensive plans, land-use ordinances, subdivision regulations, building codes and enforcement, stormwater management plans, community wildfire protection plans, etc.*
- Structure and Infrastructure Projects
  - These actions involve modifying existing structures and infrastructure to protect them from hazards or remove them from hazardous areas. This could apply to public or private structures, as well as critical facilities and infrastructure.

    Examples: *Acquisitions and elevations of structures in flood-prone areas, utility undergrounding, structural retrofits, floodwalls, detention and retention structures, culverts, safe rooms, etc.*
- Natural Systems Protection
  - This type of action can include green infrastructure and low-impact development, nature-based solutions, engineering with nature, and bioengineering to incorporate natural features or processes into the built environment. Additional funding opportunities are available for projects that include this kind of action.

    Examples: *Forest management, land conservation, wetland restoration and preservation, sediment and erosion control, stream corridor restoration, rain gardens, greenways, land conservation, living shorelines, etc.*
- Education and Awareness Programs
  - These actions keep residents informed about potential natural disasters. Many of them are eligible for funding through the FEMA Hazard Mitigation Assistance (HMA) program.

    Examples: *Social media outreach, websites with maps and information, presentations to school groups of neighborhood organizations, radio or television spots, mailings to residents in hazard-prone areas, targeted outreach to underserved communities and socially vulnerable populations, outreach materials in languages other than English, etc.*

Table 149: Considered Mitigation Actions

Mitigation Action	Type of Action	Selected? (Y/N)	If not selected, why not?

***Example**: Structural retrofitting of the Emergency Operations Center (EOC) – Structure and Infrastructure Project – Not Selected – Limited political support; unlikely to get funded within the next five years.*

Now that you've thought about what actions might work, decide which ones you want to pursue. Keep in mind these can be both pre- and post-disaster, long-term or short-term, something you directly control or a partnership. The key is to include a comprehensive range that covers at least one action per hazard profiled in the risk assessment.

Updated Mitigation Action Plan

The mitigation strategy must include analyzing a comprehensive range of actions or projects the participants considered to address vulnerabilities identified in the risk assessment. The actions considered must emphasize reducing risk to existing buildings, structures, and infrastructure and limiting risk to new development and redevelopment. The range of actions considered should include mitigation actions that benefit underserved communities and socially vulnerable populations.

Actions can be retained from the last plan. Consider which mitigation actions should be carried over from the previous plan. Actions listed as "ongoing" may be better categorized as a capability in the Capability Assessment section. Actions that are in the planning process, seeking to be funded, or still under consideration can be retained in the new update. Ultimately, it is up to the jurisdiction or special district to decide what actions to include. Non-mitigation actions can be included, but each participant must have at least one mitigation action for each hazard profiled in the plan.

It is important for all actions considered to be documented, as specific as possible, and clearly linked to the vulnerabilities and impacts identified in the risk assessment. This includes actions to alleviate data deficiencies or build up capabilities related to mitigation implementation. Fill out as much information as possible and let us know if you have any questions or need additional support.

The following provides definitions regarding the information in the new Mitigation Actions table to help you quickly identify what is required.

HAZARDS ADDRESSED

Specifically list the following; do not say "all" or "multi-hazard."

- Natural Hazards
  - Erosion
  - Extreme Temperatures
  - Flooding
  - Hurricanes/Tropical Storms
  - Pests and Disease (Including Agricultural)
  - Sea Level Rise

- Seismic Hazards
- Severe Thunderstorms and Lightning
- Tornadoes
- Tsunami
- Wildfire

- Technological Hazards
  - Communication System Failures
  - Epidemics/Pandemics
  - Power Systems Failure
  - Radiological Accidents
  - Transportation Systems Accidents
  - Wellfield Contaminations

- Human Caused Hazards
  - Civil Disturbances
  - Mass Migration
  - Terrorism and Sabotage

COST ESTIMATE

- A rough estimate of the project's cost may help determine which projects to pursue and when.

Timeframes are defined as follows:

- Short-term: 1–2 years
- Medium-term: 2–5 years
- Long-term: 5+ years

Community Lifelines**:** The link below will provide more information on community lifelines.[356] Community Lifelines are essential for the continuous operation of critical government and business functions and are vital for human health, safety, and economic security. They represent the most fundamental services in the community, and when they are stabilized, they enable all other aspects of society to function. The FEMA Community Lifelines are as follows:

- **Safety and Security**: Law Enforcement/Security, Fire Service, Search and Rescue, Government Service, Community Safety
- **Food, Hydration, Shelter**: Food, Hydration, Shelter, Agriculture
- **Health and Medical**: Medical Care, Public Health, Patient Movement, Medical Supply Chain, Fatality Management

[356] FEMA, "Community Lifelines Implementation Toolkit." https://www.fema.gov/emergency-managers/practitioners/lifelines-toolkit

- **Energy**: Power Grid, Fuel
- **Communications**: Infrastructure, Responder Communications, Alerts, Warnings and Messages, Finance, 911, and Dispatch
- **Transportation**: Highway/Roadway/Motor Vehicle, Mass Transit, Railway, Aviation, Maritime
- **Hazardous Materials**: Facilities, Hazmat, Pollutants, Contaminants
- **Water Systems**: Potable Water Infrastructure, Wastewater Management

Priorities are defined by the community. After considering the evaluation criteria and the definitions below, assign a prioritization category of low, medium, or high to each natural hazard action item being retained or created. The table to calculate the following priority categories is included below (see STAPLEE criteria below the table):

- **Low:** Based on one to two STAPLEE criteria, the action is feasible and important for the jurisdiction but has multiple potential challenges. The action should be implemented as funding becomes available.
- **Medium:** Based on three to four STAPLEE criteria, the action is feasible and important for the jurisdiction, with some potential challenges. Its implementation is less urgent than a high-priority action item and can be implemented over time.
- **High:** Based on five or more STAPLEE criteria, the action is feasible and important for the jurisdiction, with minimal to no concerns. It is essential for the jurisdiction to implement and may be prioritized in the short term.

Based on the above-considered actions and areas of concern in the planning jurisdiction, which new or retained mitigation actions would you like in the plan update? Please list them in the table below.

Table 150: 2026 Mitigation Actions

#	Project Title	Hazard Addressed	Description	Responsible Agency	Potential Funding	Cost Estimate	Timeframe	Priority
1								
2								
3								
4								
5								

Stop! *Do you have one action per hazard you are profiling in the risk assessment? Double check the "Hazard Addressed" column above specifically says all hazards you are profiling.*

Now it's time to prioritize your actions. FEMA recommends using the STAPLEE criteria below. Fill out the table to get a priority of high, medium, or low on average.

Mitigation Action Prioritization

The plan must describe the criteria for prioritizing the implementation of the actions. The requirements must include an emphasis on the extent to which benefits are maximized in relation to the associated costs of the action. Consider the "STAPLEE" criteria to help communities prioritize the actions:

- **S – Social:** The public must support the overall mitigation implementation strategy and specific mitigation actions. Consider whether the action will disrupt housing or cause the relocation of people. Will the proposed action adversely affect one segment of the population? Is the action compatible with present and future community/agency values?
- **T – Technical:** It is important to determine if the proposed action is technically feasible, will help to reduce losses in the long term, and has minimal secondary impacts. How effective is the action in avoiding or reducing future losses? Does the action solve the problem or only a symptom? Will the action create more problems than it solves? Consider the root cause of the issue at hand to determine whether the action is a whole or partial solution, or not a solution at all.
- **A – Administrative:** This category examines the anticipated staffing, funding, time, and maintenance requirements for the mitigation action to determine if the jurisdiction/special district has the personnel and administrative capabilities to implement the action or whether outside help will be necessary. Consider (a) Staffing (enough staff and training): Does the jurisdiction/special district have the capability (staff, technical experts) to implement the action? (b) Funding allocated: Does the jurisdiction/special district have the funding to implement the action, or can it be readily obtained? (c) Time: Can it be accomplished in a timely manner? (d) Maintenance/Operations: Can the jurisdiction/special district provide the necessary maintenance? It is important to remember that most federal grants will not provide maintenance funding.
- **P – Political:** This considers the level of political support for the mitigation action. Is there political support for implementing and maintaining this action? Have political leaders participated in the planning process so far? Is there a local champion willing to help see the action to completion? Is there enough public support to ensure the success of the action? Have all stakeholders been offered an opportunity to participate in the planning process?
- **L – Legal:** The jurisdiction/special district must have the legal authority to implement the action or consider what new laws or regulations would be needed to carry out the mitigation action. Evaluate whether the proper laws, ordinances, and resolutions are in place to implement the action. Are there any potential legal consequences? Is the action likely to be challenged by stakeholders who may be negatively affected?
- **E – Economic:** Economic considerations must include an evaluation of the present economic base and projected growth. Cost-effective mitigation actions that can be funded in current or upcoming budget cycles are more likely to be implemented than actions requiring general obligation bonds or other instruments that would incur long-term debt in a jurisdiction/special district. Consider benefits and costs at a planning level. A detailed benefit-cost analysis will be performed as project-specific funding becomes available. What financial benefits will the action provide? Does the cost seem reasonable for the size of the problem and the likely benefits? What burden will be placed on the tax base or local

economy to implement this action? Does the action contribute to community economic goals, such as capital improvements or economic development? Are there current sources of funding that can be used to implement the action?

- **E – Environmental:** The impact on the environment is an important consideration because of the public desire for sustainable and environmentally healthy communities. Also, statutory considerations, such as the National Environmental Policy Act (NEPA), must be considered when using federal funds. How will this action impact land/water? Impact on endangered species: How will this action impact endangered species? How will this action impact hazardous materials and waste sites? Is this action consistent with community environmental goals? Is the action consistent with federal laws, such as the National Environmental Policy Act (NEPA)?

For each priority category, you *may* add the following descriptors or add additional information that you want to record in the plan:

1. Many questions or concerns. Further research, outreach, or engagement is needed to determine if this action would be acceptable.
2. Some questions or concerns. This action sounds good, but more information or support is still needed.
3. Neutral. There may be questions or concerns, but they are unknown at this time.
4. There are no questions or concerns. The STAPLEE criteria have been considered, and this action effectively addresses them.

Using the actions you have identified above for the new update, how will you prioritize them? Please complete the STAPLEE form below for each action.

Table 151: STAPLEE Prioritization

Action #	Social	Technical	Administrative	Political	Legal	Economic	Environmental	Priority (High, Medium, Low)
1								
2								
3								
4								
5								
6								
7								
8								

Action #	Social	Technical	Administrative	Political	Legal	Economic	Environmental	Priority (High, Medium, Low)
9								
10								

Celebrate success! Is there an action that you have taken you are proud to share? These local case studies help highlight the benefits of mitigation and how it can be accomplished locally. Add any details you want here or skip this section.

Mitigation Success Stories (Optional)

Mitigation success stories are pictures, narratives, or case studies about individuals, businesses, or communities that undertook successful efforts to reduce or eliminate disaster risks. They demonstrate that mitigation measures decrease repetitive losses, financial hardship, and loss of life. These stories are intended to help inspire future action and celebrate the success the community or special district has achieved already. Types of stories to consider include plan implementation (such as the start or completion of a project), plan integration, outreach and engagement, and equity in mitigation. This is not a requirement of the hazard mitigation planning process, but an optional best practice.

Please share any mitigation successes your community has achieved in the table below.

Table 152: Success Stories

Title	Description	Link or Photos in SharePoint?

Appendix D: Prioritized Project List

Appendix D: Prioritized Project List

The following dataset represents a thorough collection of 138 mitigation projects across St. Lucie County and its jurisdictions. These projects address a wide range of hazards, including flooding, wind events, hazardous materials accidents, water contamination, and power/communication failures. Each entry includes details such as project rank, project title, estimated cost, potential funding source, and status as of October 3, 2025.

Key observations show that most projects are heavily weighted toward the early-planning stage, with 127 projects (≈92%) not started and 11 (≈8%) in progress. St. Lucie County Utilities accounts for 8 of the 11 in-progress items (≈72.7% of all in-progress projects). The remaining three are split among St. Lucie County Environmental Resources Department, St. Lucie County Public Works, and the City of Port St. Lucie Emergency Management.

The estimated cost for all projects totals$1,599,852,421.10, with the “In Progress” subset totaling $,199,889,315.83. Expansion horizons remain focused on major water and wastewater treatment improvements.

Table 153: Prioritized Project List Status as of 10/3/2025

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
1	112.31	SLCSB2020-1	School Board	**St. Lucie County Shelter Air-Conditioning and Emergency Circuits**	Flooding, Wind Event, Wildfire, Radiological Incident, Transportation System Accident	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$4,250,000.00	$3,187,500.00	Not Started	None
2	110.15	FPE2020-1	City of Ft. Pierce Engineering	**Virginia Avenue Canal Bank Stabilization**	Flooding	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$5,200,000.00	$3,900,000.00	Not Started	T. Telle updated the estimated cost on 9/21/2023
3	107.69	SLCPW2020-16	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure – City of Fort Pierce Police Department, SLC FENN Center, and SLC Administrative Offices**	Wind Event, Hazardous Materials Accident or Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	All	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$1,167,383.56	$875,537.67	Not Started	None
4	107.38	SLCPW2020-15	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure – SLC Fairgrounds, SLC Emergency Operations Center, and SLC Administrative Offices**	Wind Event, Hazardous Materials Accident, Wellfield/Surface Radiological Incident, Power/Communication Failure, Transportation System Accident	All	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$4,607,796.70	$3,455,847.53	Not Started	None
5	106.92	SLCPW2020-17	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure – St. Lucie County Courthouse, City of Fort Pierce Administrative Offices**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Power/Communication	All	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$1,573,507.04	$1,180,130.28	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
					Failure, Transportation System Accident							
6	104.77	SLCPW2020-13	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure – County Information Technology and Bunker (SLC Backup EOC Location) on Rock Road to SLC Administration**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	All	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$2,165,048.48	$1,623,786.36	Not Started	None
7	103.6	FPUA2024-1	Fort Pierce Utilities Authority	**Generator for FPUA Command Center**	Flooding, Wind Event, Terrorism/Sabotage, Power/Communication Failure	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$750,000.00	$562,500.00	Not Started	None
8	102.62	SLCPW2020-11	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure – TCIA, Customs, SLCSO Williams Substation, SLC Administrative Offices**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$2,832,070.80	$2,124,053.10	Not Started	None
9	102.15	SLCPW2020-12	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure – SLC Sheriff's Office and SLC Administrative Offices**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$2,431,899.68	$1,823,924.76	Not Started	None
10	101.2	PSLUT2024-1	City of Port St. Lucie Utility	**Portable Generators for RO Wells**	Flooding, Wind Event, Wildfire, Water Contamination, Drought,	Port St. Lucie, Unincorporated	< 2 Years	HMGP, BRIC	$950,000.00	$712,500.00	Not Started	Cost Updated 4/18/25

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
			Systems Department		Power/Communication Failure	St. Lucie County						
11	99.6	PSLUT2024-2	City of Port St. Lucie Utility Systems Department	**Portable Generators for Lift Stations – Southport**	Flooding, Wind Event, Water Contamination, Power/Communication Failure	Port St. Lucie, Unincorporated St. Lucie County	< 2 Years	HMGP, BRIC	$750,000.00	$562,500.00	Not Started	None
11	99.6	PSLUT2024-3	City of Port St. Lucie Utility Systems Department	**Portable Generators for Lift Stations – Northport**	Flooding, Wind Event, Water Contamination, Power/Communication Failure	Port St. Lucie, Unincorporated St. Lucie County	< 2 Years	HMGP, BRIC	$750,000.00	$562,500.00	Not Started	None
13	99.54	SLCPW2020-8	St. Lucie County Public Works	**Upgrading Traffic Signal Systems – Prima Vista Corridor – Riomar Drive, Naranja Avenue, Floresta Drive, Airoso Boulevard**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	2–3 Years	CDBG-MIT; State mitigation grants	$3,319,788.00	$2,489,841.00	Not Started	None
14	99.33	PSLUT2025-2	City of Port St. Lucie Utilities	**Pumps**	Flooding, Wind Event – Severe Storm, Water Contamination	Port St. Lucie, Unincorporated St. Lucie County	< 2 Years	HMGP, CDBG-DR, CDBG-MIT	$225,000.00	$168,750.00	Not Started	None
15	98.8	SLCFA2022-1	St. Lucie County	**Havert L. Fenn Center Special Needs Shelter Expansion**	Flooding, Epidemic (Pandemic), Wind Event	All	2–3 Years		$23,831,500.00	$17,873,625.00	Not Started	None
15	98.8	PSLUT2024-4	City of Port St. Lucie Utility Systems Department	**Portable Generators for Lift Stations – Westport**	Flooding, Wind Event, Water Contamination, Power/Communication Failure	Port St. Lucie, Unincorporated St. Lucie County	< 2 Years	HMGP, BRIC	$750,000.00	$562,500.00	Not Started	None
17	98.62	SLCPW2020-9	St. Lucie County Public Works	**Upgrading Traffic Signal Systems – Midway Road Corridor – Glades Cut Off Road**	Wind Event, Hazardous Materials Accident, Wellfield/Surface,	Fort Pierce, Unincorporated St. Lucie County	2–3 Years	CDBG-MIT; State mitigation grants	$847,947.00	$635,960.25	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
					Transportation System Accident							
19	98	FPUA2024-2	Fort Pierce Utilities Authority	**Redundant Fiber Feed to Electric Substations**	Wind Event, Terrorism/ Sabotage, Power/ Communication Failure	Fort Pierce, St. Lucie Village	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$69,000.00	$51,750.00	Not Started	None
19	97.85	SLCPW2020-3	St. Lucie County Public Works	**Midway Road Turnpike Interchange**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	All	3–4 Years	CDBG-MIT; State mitigation grants	$41,955,726.00	$31,466,794.50	Not Started	None
20	97.69	SLCPW2020-10	St. Lucie County Public Works	**Upgrading Traffic Signal Systems – Edwards Road Corridor (Sunrise Boulevard and Selvitz Road)**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	2–3 Years	CDBG-MIT; State mitigation grants	$1,671,894.00	$1,253,920.50	Not Started	None
21	97.6	PSLEM-2022-1	City of Port St Lucie Emergency Management	**Installation of Not Started 1000-kW Parallel Diesel Generators at MIDFLORIDA Event Center**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Terrorism/Sabotage, Wildfire, Water Contamination, Drought, Radiological Incident, Power/ Communication Failure, Transportation System Accident	Port St. Lucie	< 2 Years	CDBG-MIT; State mitigation grants	$2,000,000.00	$1,500,000.00	Not Started	None
22	97.2	FPUA2024-5	Fort Pierce Utilities Authority	**Emergency Services Center – Storm Hardening**	Flooding, Wind Event, Terrorism/Sabotage, Power/Communication Failure	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$8,250,000.00	$6,187,500.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
23	96.92	SLCPW2020-14	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure – Kings Highway – SR 70 to Indrio Road**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$2,159,664.64	$1,619,748.48	Not Started	None
24	96.2	SLCERD2022-1	St. Lucie County Environmental Resources Department	**Countywide Flood Hazard Mitigation Acquisition Priorities**	Flooding, Water Contamination, Erosion	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	2–3 Years	CDBG-MIT; HMGP; State mitigation grants	$4,000,000.00	$3,000,000.00	Not Started	None
25	95.8	TCFB2020-1	Treasure Coast Food Bank	**Treasure Coast Food Bank Distribution Center Improvements**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Wildfire, Water Contamination, Drought, Radiological Incident	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$2,184,000.00	$1,638,000.00	Not Started	None
26	95.54	SLCPW2020-5	St. Lucie County Public Works	**Upgrading Traffic Signal Systems – South 25th Street Corridor – Cortez Boulevard, Edwards Road, Forest Grove School, Cobra Pride Way, Bell Avenue**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	2–3 Years	CDBG-MIT; State mitigation grants	$4,143,735.00	$3,107,801.25	Not Started	None
27	95.38	SLCPW2020-6	St. Lucie County Public Works	**Upgrading Traffic Signal Systems – North 25th Street Corridor – St. Lucie Boulevard, Juanita Avenue**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	2–3 Years	CDBG-MIT; State mitigation grants	$1,671,894.00	$1,253,920.50	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
27	95.38	SLCPW2020-2	St. Lucie County Public Works	**Midway Road Widening – Glades Cut Off Road to Jenkins Road**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	3–4 Years	HMGP; PDM; FMA; State mitigation grants	$43,809,986.00	$32,857,489.50	Not Started	None
29	94.83	PSLEM2025-3	City of Port St. Lucie Emergency Management	**Saferoom – Building C**	Wind Event	Port St. Lucie	< 2 Years	HMGP	$809,760.00	$607,320.00	Not Started	Does not qualify for CDBG-DR
30	94.5	PSLEM2019-1	City of Port St. Lucie Emergency Management	**Installation of an Industrial Diesel 1600-kW Generator to Support City Hall Municipal Complex "Building B" (and all EOC Operations)**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface Terrorism/Sabotage, Wildfire, Water Contamination, Drought, Radiological Incident, Power/ Communication Failure, Transportation System Accident	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$1,281,945.00	$961,458.75	In Progress	None
31	94.4	PSLFM2024-1	City of Port St. Lucie Facility Maintenance Department	**Police Department Impact Windows and Rear Door**	Flooding, Wind Event, Terrorism, Wildfire, Water Contamination, Radiological Incident, Power/Communication Failure	Port St. Lucie	< 2 Years	HMGP	$3,000,000.00	$2,250,000.00	Not Started	Cost Updated 4/18/25
32	93.67	PSLUT2025-3	City of Port St. Lucie Utilities	**Prineville WTF Generator**	Flooding, Wind Event, Water Contamination, Power/Communication Failure	Port St. Lucie, Unincorporated St. Lucie County	< 2 Years	HMGP, CDBG-DR, CDBG-MIT	$3,500,000.00	$2,625,000.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
33	93.5	FP2019-1	City of Fort Pierce Stormwater Division	**Edwards Road Canal Bank Stabilization**	Flooding, Wind Event, Erosion, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$2,600,000.00	$1,950,000.00	Not Started	T. Telle updated the estimated cost on 9/21/2023
34	93.33	PSLEM2025-6	City of Port St. Lucie Emergency Management	**Saferoom – Utilities Facilities**	Wind Event	Port St. Lucie	< 2 Years	HMGP	$846,843.00	$635,132.25	Not Started	Does not qualify for CDBG-DR
35	92.91	PSLPW2021-3	City of Port St. Lucie Public Works	**Elkcam Waterway Detritus Excavation**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$4,531,539.00	$3,398,654.25	Not Started	None
36	92.4	TCFB2020-2	Treasure Coast Food Bank	**Treasure Coast Food Bank Food Distribution Center**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Wildfire, Water Contamination, Drought, Radiological Incident	All	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$14,759,000.00	$11,069,250.00	Not Started	None
37	92	PSLPW2020-1	City of Port St. Lucie Public Works	**Tiffany Pump Station Outfall Channel Retrofit**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$1,509,690.00	$1,132,267.50	Not Started	None
37	92	PSLPW2021-1	City of Port St. Lucie Public Works	**Paar Drive Bridge – E-12 Canal**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$4,130,072.00	$3,097,554.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
39	91.67	PSLEM2025-5	City of Port St. Lucie Emergency Management	**Saferoom – MIDFLORIDA Event Center**	Wind Event	Port St. Lucie	< 2 Years	HMGP	$181,927.20	$136,445.40	Not Started	Does not qualify for CDBG-DR
40	91.54	SLCPW2020-7	St. Lucie County Public Works	**Upgrading Traffic Signal Systems – Orange Avenue Corridor – Hartman Road, I-95 NB Ramp, I-95 SB Ramp**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	2–3 Years	CDBG-MIT; State mitigation grants	$2,495,841.00	$1,871,880.75	Not Started	None
40	91.54	SLCPW2020-1	St. Lucie County Public Works	**Jenkins Road Extension Midway Road to Orange Avenue**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	All	4+ Years	HMGP; PDM; FMA; State mitigation grants	$106,239,832.00	$79,679,874.00	Not Started	None
42	91.33	PSLUT2025-1	City of Port St. Lucie Utilities	**Glades WWTF – Generator**	Flooding, Wind Event, Water Contamination, Power/Communication Failure	Port St. Lucie, Unincorporated St. Lucie County	< 2 Years	HMGP, CDBG-DR, CDBG-MIT	$500,000.00	$375,000.00	Not Started	None
43	90.33	PSLEM2025-2	City of Port St. Lucie Emergency Management	**Saferoom – Building B**	Wind Event	Port St. Lucie	< 2 Years	HMGP	$1,780,800.00	$1,335,600.00	Not Started	Does not qualify for CDBG-DR
44	89.75	PSLPW2019-4	City of Port St. Lucie Public Works	**E-8 Canal Retrofit Improvements**	Flooding, Water Contamination, Erosion	Port St. Lucie, Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$2,000,000.00	$1,500,000.00	Not Started	None
45	89.54	PSLPW2020-2	City of Port St. Lucie Public Works	**Airoso Boulevard Drainage Improvements**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$1,146,000.00	$859,500.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
46	89.25	PSLPW2019-7	City of Port St. Lucie Public Works	**Elkcam Basin Improvements**	Flooding, Water Contamination, Erosion	Port St. Lucie and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$7,669,000.00	$5,751,750.00	Not Started	None
47	88.4	SLCUT2023-11	St. Lucie County Utilities	**Central County Water Main/Force Main Expansion – Phased Plan**	Wind Event, Wildfire, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$27,000,000.00	$20,250,000.00	Not Started	None
48	88	PSLEM2025-4	City of Port St. Lucie Emergency Management	**Saferoom – Community Center**	Wind Event	Port St. Lucie	< 2 Years	HMGP	$1,241,765.00	$931,323.75	Not Started	Does not qualify for CDBG-DR
49	87.8	PSLPW2019-3	City of Port St. Lucie Public Works	**D-11 Canal Retrofit Improvements**	Flooding, Wind Event, Water Contamination, Erosion	Port St. Lucie and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$3,422,000.00	$2,566,500.00	Not Started	None
50	87.69	SLCPW2020-4	St. Lucie County Public Works	**St. Lucie Boulevard Extension Kings Highway to I-95**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Transportation System Accident	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	4+ Years	HMGP; PDM; FMA; State mitigation grants	$50,126,200.00	$37,594,650.00	Not Started	None
51	86.31	PSLEM2020-5	City of Port St Lucie Emergency Management	**Utilities Storage Building Hardening (Walton Road)**	Flooding, Wind Event, Water Contamination, Power/Communication Failure	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$445,600.00	$334,200.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
52	86	PSLPW2025-1	City of Port St. Lucie Public Works	**Oak Hammock Watershed Improvement Project**	Flooding, Water Contamination	Port St. Lucie	2–3 Years	HMGP, FMA, State Water Quality Improvement Grant, Resilient Florida Implementation Grant	$32,000,000.00	$24,000,000.00	Not Started	None
53	84.62	SLCWQ2020-1	St. Lucie County Water Quality	**Stormwater Management Master Plan**	Flooding, Wind Event, Hazardous Materials Accident, Wellfield/ Surface, Wildfire, Water Contamination, Erosion, Drought	All	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$2,500,000.00	$1,875,000.00	Not Started	None
54	83.6	SLCUT2016-2	St. Lucie County Utilities	**Backup Generator at Main Lift Station 1, SHI-MPS 1**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield/ Surface, Power/ Communication Failure, Transportation System Accident, Civil Disturbance, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$143,038.00	$107,278.50	In Progress	HMGP awarded
55	82.7	SLCUT2016-9	St. Lucie County Utilities	**Backup Generator and Well at Lakewood Park WTP, HEW-LS 15**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield/ Surface Water Contamination, Power/ Communication Failure, Thunderstorm/ Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$82,634.00	$61,975.50	In Progress	HMGP award for generator only

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
56	82.6	COFP2018-1	City of Ft. Pierce Stormwater Division	**Storm Drain Replacement on Avenue Q between 14th–17th Streets**	Flooding	Fort Pierce	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$700,269.00	$525,201.75	Not Started	None
57	81.64	PSLPW2021-4	City of Port St. Lucie Public Works	**E-5 Canal Retrofit**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$5,723,176.00	$4,292,382.00	Not Started	None
58	81	SLCERD2022-2	St. Lucie County Environmental Resources Department	**North County Wildfire Mitigation (Phase I)**	Wildfire	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	2–3 Years	CDBG-MIT; HMGP; State mitigation grants	$1,500,000.00	$1,125,000.00	In Progress	Can be removed; almost complete
59	80.9	SLCUT2016-8	St. Lucie County Utilities	**Bryn Mawr Master Lift Station Upgrade – Companion Wet Well**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield Surface/Water Contamination, Power/ Communication Failure, Transportation System Accident, Civil Disturbance, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$230,000.00	$172,500.00	Not Started	None
59	80.9	SLCUT2016-8	St. Lucie County Utilities	**Bryn Mawr Master Lift Station Upgrade – Emergency Backup Generator**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield Surface/Water Contamination, Power/ Communication Failure, Transportation System	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$123,000.00	$92,250.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
					Accident, Civil Disturbance, Thunderstorm/Lightning							
61	80.4	SLCUT2023-10	St. Lucie County Utilities	**Central County 2-MGD Reverse Osmosis Water Treatment Plant**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$38,000,000.00	$28,500,000.00	In Progress	Per Rebecca Olson status is marked as In Progress
61	80.4	SLCUT2023-10	St. Lucie County Utilities	**(3) UFA Wells for Central County 2-MGD WTP**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$7,500,000.00	$5,625,000.00	Not Started	None
61	80.4	SLCUT2023-10	St. Lucie County Utilities	**Central County Deep Injection Well**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$17,000,000.00	$12,750,000.00	Not Started	None
61	80.4	SLCUT2023-10	St. Lucie County Utilities	**Central County Wastewater Treatment Plant**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$20,000,000.00	$15,000,000.00	In Progress	Per Rebecca Olson status is marked as In Progress
61	80.4	SLCUT2023-10	St. Lucie County Utilities	**Reclaimed Storage Tank, Master Pump Station, Emergency Outfall for Central County Wastewater Treatment Plant**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$6,000,000.00	$4,500,000.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
66	80	SLCUT2023-17	St. Lucie County Utilities	**N. County Regional (Taylor Dairy) 2.0 MGD Reverse Osmosis Water Treatment Plant**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$31,500,000.00	$23,625,000.00	In Progress	Per Rebecca Olson, status is marked as In Progress
66	80	SLCUT2023-17	St. Lucie County Utilities	**High Service Pump Station, (2) Storage Tanks for N. County Regional (Taylor Dairy) WTP**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$10,000,000.00	$7,500,000.00	Not Started	None
66	80	SLCUT2023-17	St. Lucie County Utilities	**UFA Wells PW-2 and PW-3 for N. County Regional (Taylor Dairy) WTP**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$7,500,000.00	$5,625,000.00	In Progress	Per Rebecca Olson, status is marked as In Progress
66	80	SLCUT2023-17	St. Lucie County Utilities	**Taylor Dairy Deep Injection Well**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$17,000,000.00	$12,750,000.00	In Progress	Per Rebecca Olson, status is marked as In Progress
66	80	PSLEM2025-1	City of Port St. Lucie Emergency Management	**Saferoom – Building A**	Wind Event	Port St. Lucie	< 2 Years	HMGP	$3,692,150.00	$2,769,112.50	Not Started	Does not qualify for CDBG-DR
71	79.1	SLCUT2016-6	St. Lucie County Utilities	**Emergency Generator at Master Pump Station #5, SHI-MPS 5**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield Surface/Water	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
					Contamination, Power/ Communication Failure, Transportation System Accident, Civil Disturbance, Thunderstorm/Lightning							
71	79.1	SLCUT2016-7	St. Lucie County Utilities	**Emergency Generator at Master Pump Station #6, SHI-MPS 6**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield Surface/Water Contamination, Power/ Communication Failure, Transportation System Accident, Civil Disturbance, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	None
73	78.8	SLCUT2023-14	St. Lucie County Utilities	**Lakewood Park Potable Water Distribution and Fire Flow Protection Phase 1**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$12,000,000.00	$9,000,000.00	Not Started	None
73	78.8	SLCUT2023-14	St. Lucie County Utilities	**Lakewood Park Potable Water Distribution and Fire Flow Protection Phase 2**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$12,000,000.00	$9,000,000.00	Not Started	None
73	78.8	SLCUT2023-14	St. Lucie County Utilities	**Lakewood Park Potable Water Distribution and Fire Flow Protection Phase 3**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$12,000,000.00	$9,000,000.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
73	78.8	SLCUT2023-14	St. Lucie County Utilities	**Lakewood Park Potable Water Distribution and Fire Flow Protection Phase 4**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$12,000,000.00	$9,000,000.00	Not Started	None
73	78.8	SLCUT2023-14	St. Lucie County Utilities	**Lakewood Park Potable Water Distribution and Fire Flow Protection Phase 5**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$12,000,000.00	$9,000,000.00	Not Started	None
78	78.4	FPUA2024-4	Fort Pierce Utilities Authority	**FPUA Water System Retrofit for PFAS Elimination**	Hazardous Materials Accident, Water Contamination	Fort Pierce, Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$10,000,000.00	$7,500,000.00	Not Started	None
79	78	FPUA2024-6	Fort Pierce Utilities Authority	**Undergrounding Electric Services**	Wind Event, Water Contamination, Power/ Communication Failure	St. Lucie Village, Unincorporated St. Lucie County	< 2 Years	State mitigation grants	$500,000.00	$375,000.00	Not Started	None
80	77.45	COASL2021-1	Council on Aging of St. Lucie (COASL)	**COASL Generator Replacements**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$90,000.00	$67,500.00	Not Started	None
81	76.7	NSLRWCD2016-6	North St. Lucie Water Control District	**Gordy Structure Shaft and Telemetry**	Wind Event, Flooding, Erosion, Thunderstorm/ Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$250,000.00	$187,500.00	Not Started	None
82	76	PSL2016-13	City of Port St. Lucie Public Works	**Kingsway Basin Improvements**	Hurricane, Transportation, Flooding, Thunderstorm, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State	$1,020,000.00	$765,000.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
								mitigation grants				
83	75.8	PSL2016-26	City of Port St. Lucie Public Works	**Thanksgiving/Academy Basin Improvements**	Hurricane, Transportation, Flooding, Thunderstorm, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$1,570,487.00	$1,177,865.25	Not Started	None
84	75.6	SLCUT2023-12	St. Lucie County Utilities	**North County (Holiday Pines) Water Reclamation Facility Expansion**	Hazardous Materials Accident, Water Contamination	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$6,500,000.00	$4,875,000.00	In Progress	Will be completed in October 2024 – Rebecca Olson
85	75.3	NSLRWCD2016-5	North St. Lucie Water Control District	**Ten Mile Creek Fitting Structure**	Wind Event, Flooding, Erosion, Thunderstorm/ Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$187,500.00	$140,625.00	Not Started	None
86	74.6	PSLPW2019-11	City of Port St. Lucie Public Works	**Monterrey/Cameo Basin Improvements**	Flooding, Water Contamination, Erosion	Port St. Lucie and Unincorporated St. Lucie County	3–4 Years	HMGP; PDM; FMA; State mitigation grants	$1,131,496.00	$848,622.00	Not Started	None
87	74	SLCUT2023-1	St. Lucie County Utilities	**Emergency Generator at Deer Run Lift Station, NC-LS 2**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	None
87	74	SLCUT2023-2	St. Lucie County Utilities	**Emergency Generator at Feather Creek/Paleo Pines Lift Station, NC-LS 3**	Flooding, Wind Event, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
87	74	SLCUT2023-5	St. Lucie County Utilities	**Emergency Generator at Portofino Shores II Lift Station, NC-LS 13**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	None
87	74	SLCUT2023-6	St. Lucie County Utilities	**Emergency Generator at Sands – Lakeview Lift Station, NHI-LS 2W**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	None
87	74	SLCUT2023-7	St. Lucie County Utilities	**Emergency Generator at Sands – Oceanside Lift Station, NHI-LS 4E**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	None
87	74	SLCUT2023-8	St. Lucie County Utilities	**Emergency Generator at Waterstone II – East Lift Station, NC-LS 9**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	None
87	74	SLCUT2023-9	St. Lucie County Utilities	**Emergency Generator at Waterstone I – West Lift Station, NC-LS 8**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	Denial Letter Received 2/5/2025
87	74	SLCUT2023-15	St. Lucie County Utilities	**North Hutchinson Island Septic-to-Sewer Project – Queens Cove**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$7,000,000.00	$5,250,000.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
87	74	SLCUT2023-15	St. Lucie County Utilities	**North Hutchinson Island Septic to Sewer Project – Jackson Way**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$1,575,000.00	$1,181,250.00	Not Started	None
87	74	SLCUT2023-15	St. Lucie County Utilities	**North Hutchinson Island Septic-to-Sewer Project – Coral Cove**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$5,000,000.00	$3,750,000.00	Not Started	None
87	74	SLCUT2023-15	St. Lucie County Utilities	**North Hutchinson Island Septic-to-Sewer Project – Fort Pierce Shores**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$6,000,000.00	$4,500,000.00	Not Started	None
98	73.8	NSLRWCD2016-2	North St. Lucie Water Control District	**C-71/Ten Mile Creek General Clearing and Grading**	Wind Event, Flooding, Erosion, Thunderstorm/ Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$70,000.00	$52,500.00	Not Started	None
99	73.3	PSL2016-3	City of Port St. Lucie Public Works	**E-14 Canal Retrofit Improvements**	Hurricane, Transportation, Flooding, Thunderstorm, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$8,760,816.00	$6,570,612.00	Not Started	None
100	73.2	SLCUT2023-3	St. Lucie County Utilities	**Emergency Generator at Hibiscus Lift Station, NHI-LS 11W**	Flooding, Wind Event, Hazardous Material Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
100	73.2	SLCUT2023-4	St. Lucie County Utilities	**Emergency Generator at Portofino Shores I, NC-LS 12**	Flooding, Wind Event, Hazardous Material Accident, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$180,000.00	$135,000.00	Not Started	None
102	73.1	FPUA2016-4	Fort Pierce Utilities Authority	**Water Plant Electrical Feed**	Wind Event, Power/ Communication Failure	Fort Pierce	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$69,000.00	$51,750.00	Not Started	None
103	72.6	SLC2018-1	St. Lucie County Public Works	**Lakewood Park Canal Outfall Capacity Increase**	Flooding	Unincorporated St. Lucie County	2–3 Years	HMGP; PDM; FMA; State mitigation grants	$2,000,000.00	$1,500,000.00	In Progress	None
104	71.6	SLCUT2023-16	St. Lucie County Utilities	**North US 1 Water Main and Force Main Extensions to Indian River County Line**	Wind Event, Water Contamination, Power/ Communication Failure	Unincorporated St. Lucie County	Unknown	HMGP; PDM; FMA; State mitigation grants	$1,618,000.00	$1,213,500.00	Not Started	None
105	71.4	ITP2020-1	The Inner Truth Project	**Mobile Crisis Unit**	All Hazards	All	4+ Years	CDBG-MIT; State mitigation grants	$35,000.00	$26,250.00	Not Started	None
106	71.33	SLCUT2025-1	St. Lucie County Utilities	**Fairwinds WWTP Decommission**	Flooding, Hazardous Material Accident, Wellfield/Surface, Water Contamination	Unincorporated St. Lucie County	< 2 Years	HMGP. HLMP	$1,500,000.00	$1,125,000.00	Not Started	None
107	71.23	SLCER2020-1	St. Lucie County Environmental Resources Department	**St. Lucie Resiliency Planning**	Flooding, Wildfire, Water Contamination, Erosion, Drought	All	4+ Years	HMGP; PDM; FMA; State mitigation grants	$1,500,000.00	$1,125,000.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
108	71.2	FPUA2024-3	Fort Pierce Utilities Authority	**FPUA Water Lead and Galvanized Pipe Remediation Project**	Hazardous Materials Accident, Water Contamination	Fort Pierce, Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$50,000,000.00	$37,500,000.00	Not Started	None
109	71	PSL2016-27	City of Port St. Lucie Public Works	**Wildfire Mitigation**	Drought, Extreme Temperature, Transportation, Thunderstorm, Lightning, Wildland Fire	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$300,000.00	$225,000.00	Not Started	None
110	70.9	SLCPW2016-7	St. Lucie County Public Works	**San Lucie Plaza Project**	Flooding, Erosion	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$12,500,000.00	$9,375,000.00	Not Started	None
111	70.67	SLCUT2025-6	St. Lucie County Utilities	**Emergency Generator at Atlantic View Condominium Lift Station**	Flooding, Hazardous Material Accident, Wellfield/Surface, Water Contamination	Unincorporated St. Lucie County	< 2 Years	HMGP; Resilient Florida	$200,000.00	$150,000.00	Not Started	None
112	70.4	SLCPW2016-9	St. Lucie County Public Works	**Sunland Gardens Stormwater Scope Project**	Flooding, Hazardous Materials, or Wellfield/ Surface Water Contamination, Erosion	Fort Pierce and Unincorporated St. Lucie County	4+ Years	HMGP; PDM; FMA; State mitigation grants	$25,000.00	$18,750.00	Not Started	None
113	70.2	FPUA2016-1	Fort Pierce Utilities Authority	**Force Main Protection – Indian River Lagoon**	Wind Event, Epidemic, Hazardous Materials, or Wellfield/Surface Water Contamination	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$250,000.00	$187,500.00	Not Started	None
114	70	NSLRWCD2016-3	North St. Lucie Water Control District	**C-53 Enhanced Flood Protection**	Wind Event, Flooding, Erosion, Thunderstorm/ Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$150,000.00	$112,500.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
114	70	NSLRWCD2016-4	North St. Lucie Water Control District	**C-33 Enhanced Flood Protection**	Wind Event, Flooding, Erosion, Thunderstorm/ Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$85,000.00	$63,750.00	Not Started	None
116	69.67	SLCUT2025-2	St. Lucie County Utilities	**North County (Holiday Pines) WRF Expansion to 1.62-MGD**	Flooding, Hazardous Material Accident, Wellfield/Surface, Water Contamination	Unincorporated St. Lucie County	< 2 Years	HMGP	$20,000,000.00	$15,000,000.00	Not Started	None
117	69.1	FPFWCD2016-1	Ft. Pierce Farms Water Control District	**Canal 1/Taylor Creek**	Wind Event, Flooding, Erosion, Thunderstorm/ Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$250,000.00	$187,500.00	Not Started	None
118	69	SLCUT2025-4	St. Lucie County Utilities	**North Hutchinson Island Water Main Replacement**	Flooding, Hazardous Material Accident, Wellfield/Surface, Water Contamination	Unincorporated St. Lucie County	2–3 Years	HMGP; SFWMD Resilient Florida Grant	$7,000,000.00	$5,250,000.00	Not Started	None
119	68.9	NSLRWCD2016-1	North St. Lucie Water Control District	**C-22 Drainage and Flood Protection**	Wind Event, Flooding, Erosion, Thunderstorm/ Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$1,000,000.00	$750,000.00	Not Started	None
120	67.6	PSLEM2024-1	City of Port St Lucie Event Center	**MIDFLORIDA Event Center – Exterior Storage Roof**	Wind Event, Water Contamination, Power/ Communication Failure	Port St. Lucie	< 2 Years	HMGP; CDBG	$60,500.00	$45,375.00	Not Started	None
121	66.2	SLCPW2016-1	St. Lucie County Public Works	**Stormwater Master Plan for Carlton Road**	Flooding and Drought	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$500,000.00	$375,000.00	Not Started	None
122	64.2	FPUA2016-3	Fort Pierce Utilities Authority	**Wastewater Plant Diffuser Pipe**	Wind Event, Epidemic	Fort Pierce and Unincorporated	< 2 Years	HMGP; PDM; FMA; State	$250,000.00	$187,500.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
						St. Lucie County		mitigation grants				
123	63.8	PSLUT2016-1	City of Port St. Lucie Utility Systems Department	**Storm Shutters on Prineville Water Treatment Plant**	Wind Event	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$350,000.00	$262,500.00	Not Started	None
124	63.6	COFP2016-4	City of Fort Pierce Engineering	**Moores Creek Linear Park Phase II**	Flooding	Fort Pierce	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$11,500,000.00	$8,625,000.00	Not Started	T. Telle updated the estimated cost on 9/21/2023
125	63.1	NSLRWCD2018-2	North St. Lucie Water Control District	**Canal 29 Control Structure Replacement**	Wind Event, Flooding, Erosion, Thunderstorm/ Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$339,500.00	$254,625.00	Not Started	None
126	62.2	SLCPW2016-10	St. Lucie County Public Works	**7th Street Canal Basin**	Flooding, Hazardous Materials Accident, or Wellfield/Surface Water Contamination, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	3–4 Years	HMGP; PDM; FMA; State mitigation grants	$2,000,000.00	$1,500,000.00	Not Started	None
127	61.6	COFP2016-1	City of Fort Pierce Engineering	**Stormwater Master Plan**	Flooding	Fort Pierce	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$650,000,000.00	$487,500,000.00	Not Started	T. Telle updated the estimated cost on 9/21/2023
128	61.1	SLCPW2016-6	St. Lucie County Public Works	**Flood Attenuation and Water Quality Improvement**	Flooding, Hazardous Materials Accident, or Wellfield/Surface Water	Unincorporated St. Lucie County	3–4 Years	HMGP; PDM; FMA; State	$6,250,000.00	$4,687,500.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
					Contamination, Transportation System Accident			mitigation grants				
129	61	SLCUT2025-5	St. Lucie County Utilities	**Queens Cove Water Main Replacement**	Flooding, Hazardous Material Accident, Wellfield/Surface, Water Contamination	Unincorporated St. Lucie County	3–4 Years	HMGP; SFWMD Resilient Florida Grant	$5,000,000.00	$3,750,000.00	Not Started	None
130	60.7	SLCPW2016-2	St. Lucie County Public Works	**Final Phase of Paradise Park**	Flooding, Hazardous Materials Accident, or Wellfield/Surface Water Contamination	Unincorporated St. Lucie County	3–4 Years	HMGP; PDM; FMA; State mitigation grants	$2,500,000.00	$1,875,000.00	Not Started	None
130	60.7	SLCPW2016-5	St. Lucie County Public Works	**Canal No. 54 at Orange Avenue West of Pulitzer**	Flooding, Transportation System Accident	Unincorporated St. Lucie County	3–4 Years	HMGP; PDM; FMA; State mitigation grants	$1,000,000.00	$750,000.00	Not Started	None
132	58.9	NSLRWCD2018-1	North St. Lucie Water Control District	**Australian Pine Removal on Canal 57**	Wind Event, Flooding, Erosion, Thunderstorm/ Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$55,200.00	$41,400.00	Not Started	None
132	58.9	FPUA2016-2	Fort Pierce Utilities Authority	**S. Hutchinson Island Wastewater Plant**	Wind Event, Epidemic, Hazardous Materials, or Wellfield/Surface Water Contamination	Fort Pierce	3–4 Years	HMGP; PDM; FMA; State mitigation grants	$81,000,000.00	$60,750,000.00	Not Started	None
134	58.7	SLCPW2016-3	St. Lucie County Public Works	**Phase 3 – East Street – Indian River Estates Drainage**	Flooding, Hazardous Materials Accident, or Wellfield/Surface Water Contamination, Transportation System Accident	Unincorporated St. Lucie County	3–4 Years	HMGP; PDM; FMA; State mitigation grants	$250,000.00	$187,500.00	Not Started	None

Rank	Score	Project #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion Timeline	Potential Funding Source	Estimated Cost	Estimated Federal Share ($)	Status	Comment
135	57.8	SLCPW2016-4	St. Lucie County Public Works	**Merritt Ditch Improvement**	Flooding, Transportation System Accident, Erosion	Unincorporated St. Lucie County	3–4 Years	HMGP; PDM; FMA; State mitigation grants	$250,000.00	$187,500.00	Not Started	None
136	54.7	SLCPW2016-8	St. Lucie County Public Works	**Harmony Heights Stormwater Quality**	Flooding, Hazardous Materials Accident or Wellfield/Surface Water Contamination, Erosion	Fort Pierce and Unincorporated St. Lucie County	4+ Years	HMGP; PDM; FMA; State mitigation grants	$15,000,000.00	$11,250,000.00	Not Started	None
137	54.33	SLCUT2025-3	St. Lucie County Utilities	**Lakewood WWTP Decommission**	Flooding, Hazardous Material Accident, Wellfield/Surface, Water Contamination	Unincorporated St. Lucie County	3–4 Years	HMGP; HLMP	$2,500,000.00	$1,875,000.00	Not Started	None
138	Not Avail-able	SLCUT2025-7	St. Lucie County Utilities	**Indian Bend Lift Station Generator**	Flooding, Hazardous Material Accident, Wellfield/Surface, Water Contamination	Unincorporated St. Lucie County	< 2 Years	HMGP; FDEP Resilient Florida	$200,000.00	$150,000.00	Not Started	None

RESOLUTION NO. 26-R__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ADOPTING **2026 UNIFIED LOCAL MITIGATION STRATEGY FOR ST. LUCIE COUNTY;** DIRECTING THE CITY CLERK TO PROVIDE A COPY TO SAINT LUCIE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Disaster Mitigation Act of 2000 (DMA2K) requires that all communities, tribes and states have a Federal Emergency Management Agency (FEMA) approved hazard mitigation plan, consistent with the DMA2K requirements, to retain eligibility for Pre-Disaster Mitigation and FEMA hazard mitigation grant funding; and

WHEREAS, a Florida Department of Emergency Management (FDEM) approved hazard mitigation plan is required for the purpose of certifying compliance with the requirements of the National Flood Insurance Rate Program;

WHEREAS, on May 26, 2026, FDEM reviewed and approved for formal adoption the St. Lucie County 2026 Local Mitigation Strategy (LMS); and,

WHEREAS, St. Lucie County adopted its Local Mitigation Strategy plan by Resolution 26-163 on September 1, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

Section 1. The City Commission hereby adopts the St. Lucie County 2026 Local Mitigation Strategy Plan as adopted by St. Lucie County on September 1, 2026.

Section 2. The City Clerk is hereby directed to provide a copy to Saint Lucie County Department of Public Safety.

Section 3. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this _____th day of _____, 20__.

ATTEST:

_____ _____

Linda Cox, City Clerk Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS

_____
Camille Wallace, Interim City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: COLEEN HANSON, EXECUTIVE ASSISTANT , BUILDING, BUILDING ADMIN

FROM: CAMILLE WALLACE, ESQ., INTERIM CITY ATTORNEY CAW

RE: RESOLUTION 26-R__ ADOPTING THE SAINT LUCIE COUNTY LOCAL MITIGATION STRATEGY PLAN TO REMAIN ELIGIBLE FOR FEMA MITIGATION GRANT PROGRAMS.

CAO RLS#: 26-389

DATE: SEPTEMBER 24, 2026

I have reviewed the above Request for Legal Services (RLS) related to adopting the St. Lucie County Local Mitigation Strategy Plan and find the Plan and accompanying Resolution ***is approved as to form and correctness***.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 10/05/2026

Re:

SUBJECT:

Purchase Order Report - August, 2026

Attachments

August PO Report

Purchase Orders Between $10,000 to $50,000 Approved by the City Manager from August 1, 2026 to August 31, 2026

Vendor Name	Description	Total Amount	Budget Account Code	Fund Descrip.
HIGH PERFORMANCE MOWCHINES	2 - DIXIE CHOPPER HP ZERO TURN MOWERS - CIP	$30,838.24	0014005-564405 Equipment & Machinery	PARKS & GROUNDS
REBEL ATHLETIC LLC	FIREHAWKS CHEER UNIFORMS	$14,420.00	0014008-549920 Other current Chrg/Youth Account	COMMUNITY CENTER
ALL QUALITY EQUIPMENT COMPANY	SOLIDE WASTE FORKLIFT PURCHASE - CIP	$45,699.00	4024200-563200 Improv Other/Other Improve	SOLID WASTE EXP



9/28/2026

City Commission Regular Meeting - 5:05 PM **15. B.**

Meeting Date: 10/05/2026

Re:

SUBJECT:

City Manager's Report - September, 2026
