

Application Form

Organization Information

Compiled Committee Comments

Below is a compilation of committee member comments from your Letter of Intent. This feedback may be positive, neutral, or negative. It is provided in aim to be transparent and offer guidance on where you may be able to strengthen your full proposal.

- The owner of the property is intentional to lease to TATB, however, lease terms do not lock in either party. TATB service a specific group that is historically adversely impacted. Based on their programming, the organization does not reach a broad group of those who are disproportionately impacted by Covid. The grant request is minor given the history of use of the space at the Long Center and the lease terms are not a detriment to the funding. Grant request is reasonable given the size and services of the organization. Loss of revenue during the pandemic was demonstrated. Improvements will help to address separation needs of clients due to their health risks due to Covid making the space more effective.

An informational webinar about this proposal is available here.

The rubric that will be used to score this proposal can be downloaded here.

If you would like to complete this application first in Microsoft Word, you may download a Word version here.

Brief Project Descriptor

Please briefly describe this organization's request.

Creation of 5 classrooms, 1 bathroom, and a kitchen ventilation

Organization Name

The Arc Tampa Bay

Project Name*

Please choose a short name to identify this project within the grant portal:

Adult Day Training Program Redesign

EIN*

59-1056551

Incorporation Year*

What year did your organization incorporate? This will be the year listed on your determination letter from the Internal Revenue Service.

1963

Organizational Mission Statement

What is your organization's mission statement?

This has been copied from your Letter of Intent and cannot be changed.

It is the mission of The Arc Tampa Bay "To support and empower people with intellectual and developmental disabilities." This mission is accomplished through a variety of residential, adult day training, applied behavior analysis, and vocational rehabilitation programs and services.

Unique Entity ID (SAM)*

Please provide your organization's Unique Entity ID number. This is a specific number used by the federal government to identify your organization. **This is different from a DUNS number, which the federal government no longer uses.**

If you do not have a Unique Entity ID number, you can create an account on SAM.gov and apply for one here (it is free and may take 3-4 days for approval): <https://sam.gov/content/home>

This field is optional as to not stop a qualifying organization from applying. HOWEVER, a Unique Entity ID number will be required if your organization is approved for a grant. Your organization should apply for a number now if it does not yet have one.

Character Limit: 12

DKCLJKDA7GJ8

Annual Operating Budget Size

Please provide the amount of your annual operating budget (expenditures only) for your entire organization.

This has been copied from your Letter of Intent.

\$13,480,898.00

Amount Requested*

The maximum grant amount is \$5 million.

This has been copied from your Letter of Intent and should not be changed. If your project cost has changed since submitting your Letter of Intent, please contact Rose Cervantes at rcervantes@pinellascf.org.

\$330,796.00

Does the total project cost exceed the amount your organization is requesting?

Please note: Answering "Yes" will cause additional questions to load later in this application.

Examples

ABC Childcare is seeking funding for a new playground. ABC Childcare is asking PCF to fund \$150,000 for certain equipment, and will seek other funding and donations for the remaining \$20,000 of the playground. ABC Childcare would select "Yes" for this question.

Better Tomorrow, a mental health provider, is looking to expand their counseling center by two rooms to meet increased service demand arising from the pandemic. Better Tomorrow has secured \$25,000 in private contributions, and wants to request the remaining \$125,000 in this grant. Better Tomorrow would select "Yes" for this question.

DBE Food Pantry is seeking funding a new HVAC unit for their pantry, and is requesting \$40,000 from PCF to cover the entire cost. DBE Food Pantry would select "No" for this question.

No

Request Specifics

Organization Programming Background*

Please describe the programming your organization offers to the community and the length of time it has been doing so. That is, what does your organization **do** and **how long** has it been doing it?

This has been copied from your LOI.

The Arc Tampa Bay (TATB) has been providing services in Pinellas County, Florida, since its founding in 1958. Formal incorporation occurred in 1963. TATB is an affiliate of the state and national Arc Associations. TATB was initially established to fill a gap in services identified by parents of children with developmental disabilities. They were unable to find services for their children so established their own daycare and summer camps. In the 1950's and 60's, with the advent of de-institutionalization and federal programs such as Medicaid and Medicare, the need for residential services and adult day training programs became loud and clear, with TATB stepping in to add these services to its offerings. Demand for vocational rehabilitation followed closely behind and TATB began facilitating vocational assessments and job coaching in the 1980's. Growth remained steady until state-induced fiscal restraints in the early 2000's caused some brief setbacks to the organization. As of today, TATB operates 16 group homes, one apartment complex, 3 adult day training sites, a transitional youth services program, an applied behavior analysis clinic for children with autism, and a supported employment program. All facilities are located within Pinellas County, Florida. Through funding from the Agency for Persons with Disabilities, the Florida Division of Vocational Rehabilitation, and third-party payors, TATB receives reimbursement for services provided by paraprofessionals/direct support professionals (DSPs). Services are rendered according to each individual's level of need and based on supports chosen as part of their annual individual support planning. Presently, TATB provides services to 225-250 individuals on a daily basis. TATB employs approximately 170 DSP's who provide individualized care to help program participants achieve their goals.

Community Need*

Please describe the community need that exists for your programming. If you are able to cite quantitative, local data, that will strengthen your proposal.

This has been copied from your LOI.

TATB is seeking funding in support of revamping its Adult Day Training (ADT) program, AKA Life Skills Development Level 3 (LSD3), an Agency for Persons with Disabilities (APD) funded service. LSD3 services support individuals in participating in valued experiences such as accessing community resources, self-advocacy, job and career interest exploration, and daily living skills. Services may be provided in a work-like setting that is age and culturally appropriate. Vatland et al. (2011), developed a practice guide for promoting self-advocacy and self-determination, noting that people with intellectual and developmental disabilities (IDD) experience positive outcomes when empowered to make decisions regarding daily living activities, leisure pursuits, employment, etc. Despite massive efforts aimed at deinstitutionalization over 40 years ago, many individuals with IDD still do not fully participate in their communities. Much of this can be attributed to lack of opportunity, reliance on staff supports, and untapped resources and partnerships that have potential to create social connections. Even more concerning, APD has a waiting list of approximately 23,000 for Floridians who need their services but are currently not receiving any supports. The Arc Tampa Bay (TATB) is located in APD's Suncoast Region, which has a waiting list of approximately 4000. With the onset of the pandemic in March 2020, APD provided guidance to service providers related to social distancing and the limitation of large group activities. Many providers permanently or temporarily closed their ADT programs, causing even funded individuals to lose their services. As of August 2022, four ADT programs have permanently closed and two have temporarily closed. This number does not reflect the barriers that some families have encountered when trying to find ADT services as many providers that are still providing services may not have the capacity to accept new program participants.

Negative Economic Impact*

The following question is the keystone of a strong application in this process. If your organization cannot demonstrate a negative economic impact from the pandemic, your application will not qualify for committee review. If you are uncertain about what constitutes negative economic impact or how to demonstrate it, please contact PCF staff for technical assistance.

The more quantifiable your negative economic impact is, whether it be fiscal losses/pressures or increased service demand, the stronger your answer will be. The more specific your evidence, the better.

Describe your organization's negative economic impact arising from the COVID-19 pandemic. Examples could include:

- A reduction in revenue from 2019 to 2020
- Inflationary pressures
- Increases in demand for services that have not been compensated for through new revenue
- The use of reserves for unbudgeted expenses since the onset of the pandemic, and such use of reserves has prevented the purchase of capital assets
- A need for capital assets to offset community need for which your organization does not have the resources to purchase due to the negative economic harm from the pandemic
- A need for additional capital assets to adapt operations to accommodate health and safety guidelines by the CDC
- Growth in restricted pandemic-related revenue that does not permit capital asset acquisition

Note: If you are applying for both a Small Purchase and Large Project, you may reuse the answer for this question PROVIDED THAT the negative economic impact is relevant to both requests.

This has been copied from your LOI.

With the temporary closure of Adult Day Training (ADT) program services in March 2020, The Arc Tampa Bay (TATB) effectively stopped providing services to 101 individuals who did not reside in agency operated group homes. These individuals either reside in facilities operated by other providers or with their families. TATB is reimbursed by the Agency for Persons with Disabilities for the provision of ADT services on a daily rate of reimbursement. In January and February of 2020, TATB billed an average of 3537 units (or days) of service per month. For the remainder of 2020, an average of 1391 units (or days) of services were lost monthly. Ongoing revenue losses for ADT services have been calculated from March 2020 to May 2022, totaling \$901,051. Additionally, TATB served as transportation provider for many of these same individuals. Transportation services are reimbursed on a per trip basis, with each individual having a negotiated rate. TATB incurred a loss in transportation revenue of \$426,575 for the period of March 2020 to June 2022. While TATB has re-opened its day program to individuals residing outside of agency-operated group homes, the ADT has not rebounded to its previous operational capacity. Staffing shortages and space limitations based on APD re-opening guidelines have restricted TATB's expansion opportunities and ability to recover these losses in revenue. Staffing has been particularly challenging for TATB. At the start of the pandemic, in March 2020, TATB had 193 direct support professional (DSP) positions, of which 52 positions were vacant (27% vacancy rate). TATB experienced its highest vacancy rate (40%) in December 2021, with 71 vacancies out of 179 positions. With the closure of the ADT, TATB consolidated staffing but still experienced shortfalls. While numerous funding opportunities and hourly wage increases have enabled TATB to recoup some staffing vacancies, TATB has not been able to revise its existing programmatic space to better serve individuals by mitigating COVID-19 risk. Of consideration as well is the intangible impact of day program closures on the participants and their families. An example is ADT participant MD who lives at home with her mother. She has not been receiving services since March 2020 and is scheduled to return to ADT next month. During the interim, MD was confined to her home with her mother. Her mother is elderly and during the past year, required multiple surgeries and was therefore unable to care for MD. She was able to procure respite services for MD. However, MD who is wheelchair bound, experienced physical and emotional distress during the respite stay. MD's health and safety will remain of utmost concern during her return to ADT.

Negative Economic Impact - Uploads

You have the option to upload supporting documentation regarding negative economic impact. However, please limit your upload to no more than five pages. Word, Excel, JPG and PDF files are accepted.

Pandemic Relief Funding*

Please describe all government pandemic relief funding your organization has received since the onset of the pandemic. This includes but is not limited to the Pinellas CARES Nonprofit Partnership Fund, other ARPA funding, PPP (Paycheck Protection Program), and Community Block Development Grants specifically targeting COVID-19 relief.

Explain why or how this pandemic-relief funding has not alleviated the negative economic impact you have described above. Potential reasons include expiration dates on certain funding, inflationary pressures, restrictions prohibiting capital expenditures, or the funding simply not being enough to remedy the harm you've indicated above. **The more concrete your numbers, the better.**

If you have not received government relief funding for your organization since the onset of the pandemic, write "No pandemic relief funding received" below.

FUNDING RECEIVED: The Arc Tampa Bay (TATB) has received the following pandemic relief funding: (1) Paycheck Protection Program Loan: 4/11/20-6/12/20: \$1,466,335 – incentives and bonuses for direct

support professionals (DSPs); (2) Pinellas County Community Development Block Grant: 3/27/20-12/31/20: \$57,275: for infection control equipment and contract services, OSHA medical evaluations (N95 respirator fit testing), temperature scanners, MERV filters, & technology/equipment to support virtual classes and telemedicine; (3) Pinellas Community Foundation: 10/15/20-12/30/20: \$249,795 plus an additional \$83,695 (for TATB's draw from reserve spending) for DSP hazard pay increases; (4) FEMA: for PPE, OSHA N95 medical evaluations, supplies for re-opening activities, COVID-19 testing kits, etc. Project 1: 3/13/20-9/15/20: \$64,853.67 – obligated. Project 2: 9/26/20-1/20/21: \$17,797.30 – obligated. Projects 3-5 have been submitted and are pending. TATB will continue to submit eligible COVID-19 projects to FEMA for reimbursement. WHY FUNDING HAS NOT RELIEVED NEGATIVE ECONOMIC IMPACT: Most of the funding has been used for compensation to DSPs and for COVID-specific supplies. Hazard pay initiatives were implemented early on during the pandemic (2020) to incentivize DSPs. TATB's biggest challenge has been re-opening adult day programs to pre-pandemic levels. When reviewing data for the targeted day program at the Long Center, we can see that TATB has a net loss of 25 program attendees. During the beginning of the pandemic, TATB temporarily closed its 3 adult day training (ADT) programs and permanently closed 2 group homes and ADT Transportation services. While TATB was still able to provide ADT services to group home residents, 55 Long Center ADT program participants were without services until TATB was able to begin ADT re-opening in phases. In November 2020, TATB opened the ADTs to individuals in the community who did not reside in agency-operated group homes. TATB seeks to continue to focus on recruitment for vacant DSP positions in order to recoup lost budgeted positions. Filling these vacancies will boost bringing in new ADT program participants while staying within proper staffing ratios for supervision and safety. The program revisions created through the Long Center ADT renovation project will enable TATB to implement quality programming that attracts DSPs/new hires and program participants.

Proposal Description*

The American Rescue Plan Act requires a request that is reasonable and proportional to the level of economic impact your organization experienced. This means the request you describe below should not be greater than the economic harm your organization has suffered.

Please describe your project proposal and address the following:

- What project will be undertaken with these funds?
- What is the estimated lifespan of the project/property improvement?
- How does it address the negative economic harm you described in the previous question?

This has been copied from your LOI. While you are able to update this field, YOU SHOULD NOT CHANGE THE NATURE OF YOUR REQUEST. That is, this field should only be updated for clarity, not changing what you are requested funding for.

The Arc Tampa Bay (TATB) is requesting funding for renovations to the Adult Day Training (ADT) site at the Long Center in Clearwater. Renovations will enable TATB to create 5 additional classrooms, 1 new bathroom, and add a hood for ventilation in an existing kitchen. These renovations will enable TATB to admit more ADT program participants and recoup lost revenue. TATB leases the space from the City of Clearwater.

TATB temporarily closed ADT operations in March 2020 and has been re-opening in phases. Overall, 101 ADT clients had their services suspended. Of these, only 46 have since returned to ADT. In Sept. 2020, the Agency for Persons with Disabilities (APD) issued guidance to ADT providers on re-opening activities, stressing protecting the health, safety and welfare of clients, visitors, and staff. These concerns remain paramount to TATB's leadership team, particularly as client cases have continued to rise, with the highest rates being recorded at 18 for Aug. 2022.

By renovating space at the Long Center, TATB will be able to maximize unused space and partition larger spaces into multiple classrooms. With the issuance of its re-opening guidance in Sept. 2020, APD required ADT program operators to submit operating plans using the Regional COVID-19 Programs Plan Review Checklist as guidance. Key components of the checklist included: staff training, health screenings, PPE, isolation areas, masking, sanitization procedures, social distancing, and group size limitations. In July 2021, CDC recommended the use of cohorts to limit the number of participant and staff encounters to decrease the spread of COVID-19 between cohorts. TATB has been operating ADT programs in cohorts. This has profoundly affected the spread of COVID-19 as cases have been limited to individuals within the groups with cross-contamination only occurring when staff have worked at multiple sites. TATB is seeking to add interior room partitions, or walls, to divide 2 large spaces into 3 separate spaces each. Presently, these large spaces (47'x75' each) are divided by plastic screens. There is ample room to install partitions or walls, creating smaller groups. TATB also plans to renovate an office space and storage space to convert into a classroom. Additionally, TATB envisions converting part of its warehouse space into another classroom. The estimated lifespan of the property improvements is 39 years based on the IRS depreciation type usage for commercial properties.

Number Served

How many people will directly benefit from this capital purchase annually?

This has been copied from your LOI. It cannot be changed.

130

Unduplicated vs. Duplicated

Is the number indicated above duplicated or unduplicated?

Duplicated: A client is counted each time they access services

Unduplicated: A client is counted once, regardless of the number of times they access services

Example: ABC Food Bank operates two mobile food pantries, one in Clearwater and one in St. Petersburg. Taylor, a Pinellas County resident, goes to both food pantries. If ABC Food Bank counts Taylor's visit TWICE, it is **duplicated**. If ABC Food Bank counts Taylor's visit ONCE, it is **unduplicated**.

This has been copied from your LOI and cannot be changed.

Unduplicated

Other (Explanation Required)

If you selected "Other" in the previous question, please explain how your organization determined the number of clients that will benefit from the proposed capital project.

This has been copied from your LOI and cannot be changed.

Rent vs. Own

Does your organization rent or own the property for which you are proposing modifications?

Rent

Guiding Principles - Client Impact*

The American Rescue Plan Act, which provides the funding for this grant program, aims to ensure an equitable recovery from the COVID-19 pandemic. The term “equity” is defined as:

The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

One of the guiding principles of this fund is that it will apply a lens of equity to ensure the needs of specified priority populations are met.

Will this project benefit the community members defined above that have experienced disproportionate negative impacts from the COVID-19 pandemic? If so, how?

This has been copied from your LOI.

This funding request will benefit individuals with disabilities, primarily intellectual and developmental disabilities (IDD). All individuals receiving Adult Day Training (ADT) services from The Arc Tampa Bay (TATB) are diagnosed with IDD. Additionally, the majority are also funded through the Florida Medicaid Waiver program, which is a means tested program. COVID-19 has disproportionately impacted individuals with IDD. Ervin (2022) cites a New England Journal of Medicine Catalyst article stating that the population with IDD had higher rates of COVID-19 infection, hospitalization, ICU, and death than any other group of individuals. In fact, people with IDD are 8.6 times more likely to die from COVID-19 than people without IDD. Not only has COVID-19 had an impact on morbidity, but other areas of their lives have been adversely affected as well. Drum et al. (2020) stated in his study that 56% of people with IDD reported disruptions in their healthcare. TATB’s internal review showed that there was a significant decrease in access to medical care from 2019 to 2020, particularly in dental services (decrease of 43%), imaging/radiology (decrease of 21%), lab (decrease of 11%), primary care (decrease of 14%), and psychiatry (decrease of 15%). Other less tangible variables were impacted. Individuals who had day programming suspended often lost other services such as PT and ST as service providers may have only been coming to the ADT to provide treatment, or else they also suspended services. Client AN is one such case. Prior to the pandemic, she was regularly receiving PT at the ADT to help with gait disturbance. Since she only returned to the ADT in July 2021, she was without PT for over a year. The re-initiation of PT has been challenging with gains having been lost during the hiatus. She now experiences extreme stress and resistance to therapy. Multiple staff have been engaged to provide crisis management to calm her and attempt to engage her in therapy.

Organizational Sustainability*

How does this purchase contribute to the long-term sustainability of your organization and the work it does? That is, what impact will this project have on your organization and/or its clients over the long-term?

Examples include increased service capacity, reduced cost of delivering services over time, higher-quality or more equitable service delivery, and increased lifespan/quality of property.

Quantifiable numbers will strengthen your answer.

The re-design of adult day training (ADT) space at the Long Center will (1) increase program offerings for The Arc Tampa Bay (TATB) and (2) improve staff hiring and retention. The main program areas being targeted for

the project are 2 open workshop spaces (approximately 3525 sq ft each) capable of holding up to 75 clients each. When TATB re-opened its ADT services during COVID-19, the Agency for Persons with Disabilities provided guidance for using screens and partitions for separation and using cohorts for group activities. Re-opening occurred in phases and attendance was drastically reduced from pre-COVID numbers. As of December 2022, the Long Center ADT program has experienced a net loss of 25 ADT clients (resulting in an average annual revenue loss of \$295,155). The project will create new classrooms within the existing workshop and warehouse spaces and re-purpose existing storage and office spaces. Redesigned spaces will further facilitate expansive changes to day program curriculum, attracting more prospective ADT enrollees as well as increasing the agency's ability to source and hire qualified staff. New program content includes curriculum such as graphic design, music, cooking, etc. Staff ratios must be maintained as new clients are added. Staff hiring and retention will be boosted through the program redesign. According to the most recent Direct Support Professional (DSP) Survey (Relias, 2021), 66% of DSPs reported that receiving professional development opportunities was a great way for their organization to show more appreciation. Giving DSPs the chance to learn, take on greater responsibilities, and potentially earn higher wages is the best investment an organization can make in its direct support staff.

Permits*

Please describe any permits necessary for the successful completion of this proposed project. Be sure to include any permits already obtained or in progress, and/or what the timeline is to acquire permits.

Permits for the renovation activities will be required by the City of Clearwater. The main project activities will include: demolition and removal; ceilings, fixtures and lighting; HVAC and ductwork; kitchen ventilation; plumbing; construction of walls/barrier and built-in storage; and fire inspections. The Arc Tampa Bay is in the process of procuring the architect for project design. 4 prospective architects have provided quotes/proposals for the project. It is anticipated that the architect will be selected by March or April 2023. Once the architect has been selected, The Arc Tampa Bay will work with the architect to develop and design the scope of work for the general contractor bidding process. The construction design process is expected to take 6 months before final documents are completed. The general contractor bidding process is projected for 1-2 months, concluding in December 2023 at which point the permitting process can proceed. Based on previous history with permits required for renovations at the Long Center, it is anticipated that the permitting process may take up to 6 months to complete.

Plan Set*

Do you have a plan set for this project?

A plan set refers to the "batch" of plans, drawings, prints, files, etc., that you receive from an architect that explains what needs to be built, how, and where. **Not all qualifying projects in this process require a plan set.**

If you answer Yes, you will be required to upload the Plan Set later in the application.

No

Plan Set Upload*

If you answered "Yes" above, please upload the Plan Set here. If you have trouble with file size limitations, please reach out to Rose Cervantes at rcervantes@pinellascf.org. If you have any narrative to accompany the plan set, you may write it below.

PDF files are permitted.

ARCHITECT PROPOSALS.pdf

The Arc Tampa Bay has procured 4 quotes/proposals from architects, many with experience preparing designs for renovations at the Long Center. These proposals are uploaded as attachments. Of note, Mr. Fowler, who has done multiple projects at the Long Center for The Arc Tampa Bay, has a more competitive quote due to ability to reuse architectural drawings from previous projects. Additionally, these proposals are again uploaded in the section asking for bids/proposals from general contractors.

Timeline*

Given a spending deadline of December 31, 2026, give a detailed **and realistic** timeline as to how this large capital project will be executed and completed. If there are phases to this project, indicate so in the narrative below. If you specified that permits were needed for this project above, ensure you include the acquisition time in the timeline.

Please include the following:

1. **How the timeline was developed**
2. **Timeline of planning and execution. Please include start and end dates by month and year. For example, April 2023 - June 2023.**

Example

Better Tomorrow is proposing the expansion of their counseling center. This requires a 2-month planning phase, one month to obtain all necessary permits, and four months to build. Better Tomorrow would list each phase, a brief description of what takes place in each phase, and an estimated start and completion date for each phase.

The Arc Tampa Bay's (TATB's) project timeline was developed based on history of previous renovations at the Long Center and current conditions in the construction industry. The current project involves renovations to the adult day training programming space that TATB occupies at the Long Center, which is a City of Clearwater facility. TATB consulted with contractors and architects who have performed construction and renovations for Clearwater facilities. While normally permitting for the City has taken 2-3 months, TATB is projecting 6 months for project permitting as TATB has experienced delays with the City of Clearwater's permit process for past projects. Additionally, TATB anticipates that renovation activities might be delayed due to the current environment and renovation activities that are presently underway. TATB is currently in the architect selection stage of the project. The Property Committee of TATB's Board of Directors has met and reviewed architect proposals and is prepared to accept a proposal contingent on approval from the City of Clearwater. Once TATB is ready to proceed with the bidding process for general contractors, TATB will request GCs to designate in their proposals when they can start on the project and when they anticipate project completion. TATB will also advise general contractor bidders that their proposal must take into consideration that the renovations will need to occur in phases to allow TATB to move day program participants within the building so that any renovations do not impact program attendance and disrupt programming. This requirement may extend the completion date and increase costs for which TATB is prepared. These potential delays have been included in the project timeline, which designates month/year and each project activity projected for those months. MARCH-APRIL 2023: Selection of architect; JUNE-AUGUST 2023: Design review; SEPTEMBER 2023: Construction Documents; OCTOBER-NOVEMBER 2023: Final Review; NOVEMBER-DECEMBER 2023: General contractor bidding and selection; JANUARY-JUNE 2024: Permitting; MARCH-SEPTEMBER 2024: Agency program planning and curriculum development; FEBRUARY-OCTOBER 2025: Renovations; SEPTEMBER-OCTOBER 2025: Project Closeout. Project reporting will occur monthly and as needed to TATB's Property Management Committee and Board of Directors throughout the entirety of the contract.

Team Leadership*

Please describe the following:

1. The team and leaders that will be overseeing this proposed project.
2. Their relationship to your organization
3. Their role in this project
4. Whether or not they have overseen similar projects

For all projects involving construction or renovation activities, The Arc Tampa Bay's (TATB's) Property Committee provides oversight and guidance. The Property Committee is a subcommittee of TATB's Board of Directors and was formally established in 2014. All Board members of the Property Committee have current or former experience with large construction projects. The Board members of the Property Committee include Greg Stock, former licensed commercial general contractor; Richard Harris, principal broker and state-certified general real estate appraiser for Harris and Associates, Inc.; John Holcombe, president of THG Rentals and Sales; and John Kiker, former licensed general contractor and owner of Kiker Services. Mr. Stock and Mr. Kiker are retired general contractors, each with over 50 years of experience in the industry. Prior to the establishment of the Property Committee, Mr. Stock oversaw multiple new builds and renovations for The Arc Tampa Bay. Some examples include: construction of the day program site at Tarpon Springs, construction of a group home in Palm Harbor and 2 aging/medical group homes, and renovations to Harborside Studios in Safety Harbor. Once the Property Committee was established in 2014, they began the process of prioritizing projects for the agency. The Property Committee is actively involved in reviewing project bids and proposals, developing scopes of work, and providing input on project planning. The Committee meets monthly and discusses interventions for any potential barriers that may arise for any active projects. They are also consulted regularly outside of meetings and will visit sites that are targeted for renovations and improvements. Some of the major projects overseen by the Property Committee include: 1) \$263,051 for solar panel installation at 3 residences and 2 day program sites; 2) \$296,745 for flooring, bathroom, and classroom renovations for aging/medical programs; 3) \$388,000 for hurricane mitigation for 12 group homes, 4) \$35,645 for security enhancements at Tarpon Springs day program and the Waterfall Apartment Complex; and 5) \$268,303 for renovations for the clinic for children with autism. The Property Committee is currently overseeing \$350,598 in renovations to a section of the Long Center that is designated for a Culinary Institute.

Rented Property

Tenant Responsibility*

Please explain how your organization is responsible for modifying the building despite being rented. Be sure to describe the length of your organization's lease and to indicate whether or not you have obtained permission from the landlord for the proposed project.

This has been copied from your LOI.

The Arc Tampa Bay (TATB) leases the programmatic space at the Long Center from the City of Clearwater. During the construction of the Long Center, the City entered into the project with the anticipation that TATB (formerly UPARC) would be an occupant of the space and thus the entire eastern half of the building was designed keeping in mind the individuals who would be served by TATB. TATB's lease with the City does not have an end date. The agreement can be terminated by either party provided 60 days notice is given. Rate adjustments for utilities are amended every 5 years.

TATB must seek permission from the City for initiation of any interior and exterior renovations. The City of Clearwater has been a gracious partner throughout TATB's occupancy, approving multiple projects that have allowed TATB to convert or upgrade program space as the need arises. Recent projects include renovating an upstairs room for aging and medical clientele, including upgrading bathroom fixtures. Another project involved resurfacing approximately 7500 square feet as the existing vinyl flooring was gouged and discolored. City officials have been briefed about the project and are on board with the proposed renovations. Written consent from the City of Clearwater will be provided to the Executive Director for TATB.

Landlord*

Please enter the name and address of the property owner/landlord.

The City of Clearwater, Parks and Recreation, P.O. Box 4748, Clearwater, FL 33758

Lease Upload*

Please upload the executed lease you currently have with your landlord. If there are any important circumstances to note, use the text box below.

TATB LONG CENTER LEASE AND AMENDMENT.pdf

Community Connection

The American Rescue Plan Act (ARPA) prioritizes organizations that either have headquarters or carry out the majority of their operations inside Qualified Census Tracts (QCTs). QCTs are a standard method of identifying communities with a large proportion of low-income residents. The U.S. Department of Housing and Urban Development determines what areas qualify as QCT.

To assess if your organization serves or is headquartered in a QCT, use the following link:

https://www.huduser.gov/portal/sadda/sadda_qct.html

In the top right-hand corner, choose the state of Florida and Pinellas County. Then on the left-hand side of the screen, click the box next to "Color QCT Qualified Tracts." The QCT zones are denoted in purple. You can also map your address by adding it into the address box at the top to see if your location is inside the zones.

Below, please provide the location of your operations and the location of your headquarters, if different.

Headquarters Location

Please provide your organization's headquarters address as it appears on your Sunbiz account. To check your Sunbiz registration, you may search here: <https://dos.myflorida.com/sunbiz/search/>

This has been copied from your LOI and cannot be changed.

1501 N. Belcher Road, Suite 249; Clearwater, FL 33765

QCT Determination - Headquarters

Is this organization headquartered in a QCT?

No

Project Location

Please provide the address or intersection where the property being modified is.

This has been copied from your LOI and cannot be changed.

1501 N. Belcher Road, Suite 249; Clearwater, FL 33765

QCT Determination - Project

Is this organization's project in a QCT?

No

QCT Impact*

PCF understands that just because a project may not be located in a Qualified Census Tract, those who reside in one may access your services and may come to the location where your organization's project will take place.

- If applicable, please describe if you have clients that reside in a QCT as indicated on the map linked above, and the proportion of your clients that come from these areas.
- If your organization does not serve clients from a QCT, you can write "Not Applicable" below.

This has been copied from your LOI.

TATB's Long Center adult day (ADT) program site is not located in a QCT. Approximately 15% of the individuals receiving ADT services at the Long Center reside in QCTs. 99% of the individuals in the ADT are funded through Medicaid Waiver, with a monthly income limit of \$2523/month. Most ADT participants maintain monthly incomes below that and qualify as very low income. TATB only documents income of residential clients, whose monthly incomes from SSI and SSA averages \$1700 or less.

QCT Determination - Clients

Does this organization's project benefit residents of QCTs?

Yes

This section aims to capture general demographic data about your organization and to see how you engage with and represent the community you serve. PCF has generalized the demographic data questions more than it has in other processes because of the public nature of this process. PCF understands that identity disclosure can be a sensitive matter, and wants to respect your organization's board and staff. If your organization feels comfortable sharing more detailed demographic information, it may do so in the "Community Representation and Connection" section.

Community Representation and Connection*

Describe how your organization is representative of, or has authentic connections to, the community your proposal seeks to serve. You can list other community-based organizations that work on programming with you and/or list examples of your work within this community.

This has been copied from your LOI.

The Arc Tampa Bay (TATB) is a service provider for the Agency for Persons with Disabilities (APD) and the Florida Division of Vocational Rehabilitation (VR). All APD funded individuals are diagnosed with an intellectual or developmental disability. Presently TATB provides services to approximately 222 APD clients. APD clients are case managed by waiver support coordinators who help them find the services they wish to receive and engage service providers, such as TATB, in the plan to ensure that services are delivered accordingly. TATB individualizes supports and services for people being served in all programs. With diverse DSPs offering expertise in areas such as Special Olympics, technology, and art and design, program participants are able to choose from a variety of programming options.

TATB also provides employment services through a contract with VR. While the majority of individuals receiving VR services are diagnosed with IDD, individuals with other disabilities, such as mental health, are also eligible for VR services through TATB. Approximately 25 individuals are actively being case managed by TATB job coaches. Job coaches use the "Discovery" process to assist job seekers with learning about their strengths and interests to choose the career path for which they are suited. Discovery may even entail "trying" out various jobs, such as grocery bagging and graphic design printing. This helps them learn what tasks and skills are involved in different jobs and whether that type of job remains an employment goal. TATB also provides VR career camp services to transitional age youth. Students must have an active IEP plan to be eligible for career camp. TATB serves 25-50 students annually in the program. TATB offers a variety of career camp tracks, enabling students to choose the path that interests them most, such as "Tools of the Trade" and "Coding." St. Pete College partners with TATB for the Coding Camp by providing facilities and student library privileges.

Individuals receiving supports and services from TATB participate in agency-related decision making through representation on the Board of Directors as well as organizations and special committees such as People First and the Advocacy Committee. For this project, TATB will enlist an advisory board of interested day program participants to help throughout the design process to ensure that their needs are being met and to provide suggestions for program implementation.

Leadership Demographics - Executive Level Leadership Team

Does your executive leadership team consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)

- Neurodiverse/physically disabled

BIPOC

Leadership Demographics - CEO/Executive Director

Does your CEO/Executive Director consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

None of the above

Leadership Demographics - Board Membership

Do your board members consider themselves a member of one or more of the following populations? Check all that apply.

BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color

LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)

Neurodiverse/physically disabled

BIPOC

Neurodiverse/physically disabled

Financial Overview

IF A CONTRACTOR HAS NOT BEEN SELECTED, BIDS MUST BE DATED AFTER 8/8/22. If you need assistance compressing files, please email Rose Cervantes at rcervantes@pinellascf.org.

The file attached below should contain current, verifiable bids, estimates, or price lists [from your potential vendor(s)]. ***Please ensure there is a date noted on the bid or some annotation as to when you obtained these estimates/bids.***

- If your project costs **LESS** than \$75,000, you must upload **TWO** verifiable bids or estimates for the proposed project.
- If your project is **EQUAL TO** or **MORE THAN** \$75,000, you must upload **THREE** verifiable bids or estimates for your proposed project.

If you have already selected a contractor for this process and do not have multiple bids to upload, please ensure you answer the narrative question below thoroughly.

Bid/Estimate #1*

PDF files are accepted.

FOWLER PROPOSAL.pdf

Bid/Estimate #2

PDF files are accepted.

KIMMICH PROPOSAL.pdf

Bid/Estimate #3

PDF files are accepted.

KLAR AND KLAR PROPOSAL.pdf

Selected Contractor*

If you have not yet selected a contractor and have uploaded multiple bids above, please write N/A below or you will not be able to submit your application.

If your organization has already selected a contractor for this proposed capital project, please describe the process through which this contractor was chosen, and be sure to answer:

1. Was there a competitive bid process? That is, were multiple bids collected in order to evaluate multiple contractors? Describe this process (names of contractors, number of bids collected, prices, and why the contractor was chosen).
2. What personnel members at your organization selected the contractor?
3. Has a contract been executed with this contractor? **If yes, upload the contract here. If no, please describe the status of contract.**

If a contractor has already been selected AND a competitive bidding process was not used, the project will lose points.

The Arc Tampa Bay is in the process of selecting the architect for the project. The attached proposals are for the architects who have submitted proposals. Once The Arc Tampa Bay has selected the architect, it is anticipated that the architect, along with The Arc Tampa Bay's Property Committee, will develop the scope of work that will be used to solicit bids from general contractors. The project timeline delineates these activities. It is anticipated that the general contractor will be selected by December 2023. (NOTE: A proposal from Wannemacher Jensen Architects was received that was substantially higher than the other proposals and has not been attached separately here).

Minority/Woman-Owned Business

Is your selected contractor, or the bid you are going to choose if funded, one of the following:

- Small-business enterprise (SBE)
- Disadvantaged business enterprise (DBE)

- Minority and/or woman-owned business (MWBE)

Unknown

Related Parties*

Are any of the contractors/vendors that have provided bids/estimates a related party to your organization?

Examples of Related Parties

- A board member that owns the contracting company that provided a bid
- The relative of a director, officer, or executive team member owns a company that provided an estimate
- The CEO of the applying organization has a financial interest in the construction company providing a bid

If yes, identify the vendor and describe the relationship.

If no, write "No related parties below."

No related parties

Budget Detail*

Please upload a clear, easily readable budget that breaks out costs for this proposed project. Ensure that it is clear what portion would be paid for through this grant funding and what would be paid for from other sources. **Be sure that the budget includes 10-20% for contingencies and any costs related to performance and payment bonds for construction projects.**

If you are going to request the permitted indirect cost of up to 5%, please be sure this is represented in your budget.

An example budget is available here.

If you have additional notes to add to your budget summary, you may do so in the text box below.

PDF and Excel files are allowed.

TATB LARGE CAPITAL BUDGET.pdf

The Arc Tampa Bay has also included \$16,539.81 in match funds from The Arc Tampa Bay for project management/administration. This is to account for time spent by Executive Director, Director of Finance, Director of Facilities, and Grant Writer to oversee and manage project activities. The match funds are not included in the grant funds. The Arc Tampa Bay has managed large capital projects in the past with oversight provided by the Property Committee of the Board of Directors.

Other Funding Sources*

Please describe any other funding that your organization has applied for or obtained for this project. This includes but is not limited to Community Development Block Grants (CDBG), local government grants (including Tourist Development Council funding), foundation grants, and donors (you do not need to disclose donor identities, simply amount raised that is allocated to this project). This includes any matching grants or in-kind contributions you may have obtained.

If none, please explain why no additional funding sources have been pursued.

If this answer has changed since submitting your LOI, you may update it below. Please be sure all funding sources below are represented in the budget you have uploaded above.

The Arc Tampa Bay (TATB) has presently not pursued additional funding for the project. Largely, this has been due to agency's focus on other funded activities and programs. TATB initiated a Psychosocial Rehabilitation (PSR) program in November 2022 that required planning and site visits to implement as this program involved a new revenue stream, billing, and documentation process not previously used by TATB. Additionally, TATB was funded by the state of Florida through special appropriations for a Culinary Institute to serve clients receiving services from the Florida Division of Vocational Rehabilitation (VR), enabling TATB to expand VR program offerings. The Arc Tampa Bay has aggressively pursued these highlighted projects in an effort to diversify funding sources to increase long-term sustainability for the agency. Presently, the Agency for Persons with Disabilities is the largest program funder for TATB. Expanding other programs will allow TATB to cast a bigger net to enroll more participants throughout all agency programs. With this additional focus on new and expanded programs, TATB has been able to develop a vision to redesign the Long Center Adult Day Training Program to complement new initiatives. This vision will be shared with The Arc Tampa Bay Foundation, a separate 501c3, for targeted fundraising. The Foundation has used similar visions in the past to spearhead specific donor requests. Such an example has been the generator project for the Long Center for which the Foundation procured a donated generator from Publix along with private donations to pay for fees for installation of the generator. The generator project has been key in allowing the agency to shelter residents from its 16 group homes and 1 apartment complex during hurricanes. The Arc Tampa Bay will work with the Foundation to develop a donor ask campaign for the project to fund any unfunded or additional activities for the Long Center Adult Day Training Program Redesign.

Changes in Operating Costs*

Please answer this question based on the descriptions below:

- If this project **increases** ongoing operational costs (programmatic, operating maintenance or other costs), how will you compensate for the difference?
- If this project **decreases** ongoing operating costs, how will it do so?
- If this project **does not affect** operating costs, please note so below.

If this answer has changed since submitting your LOI, you may update it below.

The proposed project does not affect operating costs as TATB does not anticipate any unforeseen changes in staffing patterns. Staffing patterns and ratios are determined based upon the number of program participants. Funding for staff positions is allocated from funding received from the Agency for Persons with Disabilities. While the project renovations will enable TATB to add more program participants for adult day training, this is calculated into our budget. As new clients continue to be enrolled beyond budget allocations, budget changes can be made throughout the process to reflect increased revenue and increased staffing to support newly enrolled clients.

Fund Management Capacity*

Please describe your organization's capacity to manage these potential ARPA funds in terms of fiscal management and financial infrastructure.

This includes, but is not limited to, the use of accounting software that can track a general ledger and multiple accounts and the ability to work on a reimbursement-basis.

The inability to handle a reimbursement-based grant does not disqualify your organization from applying.

This has been copied from your LOI.

The Finance Director for The Arc Tampa Bay (TATB) utilizes a Grants Receivable account number to separate and keep track of project costs. Amounts are moved and recorded as revenue when funds are received. The Board of Directors (BOD) for TATB is ultimately responsible for budget decisions. As per BOD Bylaws, the accounts of the agency are audited at the close of each fiscal year by an independent certified public accountant. Financial reports are disseminated monthly and presented to the Finance Committee, Executive Committee, and the full BOD. The BOD has implemented an Investment Policy Statement requiring 3 months of funding to remain in reserve & to be replaced if used. TATB has managed several large capital reimbursement grants. For example, TATB recently closed out 2 contracts with the Florida Division of Emergency Management, totaling \$388,000. These projects required pre-inspections, state approval of cost plans for each property, and final inspections by the state inspector.

Corrective and Investigative Action/Grant Recall*

In the past three (3) years, has your organization had any of the following occur:

1. Been under legal investigation by a local, state, or federal institution?
2. Been placed on a corrective action plan by a funder?
3. Had grant funding recalled by a funder?

If yes, please describe the investigation, corrective action plan and/or grant recall, and the current status of such incidents. If no, write "N/A"

The Arc Tampa Bay (TATB) seeks to remain proactively compliant with contractual obligations through routine reviews and audits. The agency has never been under investigation nor had funding recalled in the past 3 years. (The agency did forgo some programmatic funding from the City of Clearwater in 2018 due to medical leave needed for the marketing staff member whose position was partially funded. Due to this temporary vacancy, The Arc Tampa Bay was not able to meet marketing goals). In October 2020, The Arc Tampa Bay was found out of compliance with contractual obligations as outlined by the Florida Department of Transportation (FDOT) as part of the FDOT's Triennial Review process for funded programs. The Arc Tampa Bay receives funding from FDOT's Section 5310 program (Enhanced Mobility of Seniors and Individuals with Disabilities) that allows the agency to purchase vehicles to assist with transportation needs. The main compliance issues cited were related to the tracking process for timely vehicle repairs and maintenance. The Arc Tampa Bay's Risk Management Committee (a subcommittee of TATB's Board of Directors) was informed of the compliance issues and approved the compliance plan as established by TATB's transportation department. The plan involved advising contracted garages and agency program managers of the process for documenting repairs and maintenance activities. Additionally, the agency made extensive revisions to its driver training program to ensure all FDOT required training topics were covered. The plan of corrective action was submitted and accepted by FDOT. As of present, the agency remains in compliance with FDOT contractual obligations. FDOT will conduct its next Triennial Review in October 2023.

Organization Documentation

Organization Budget*

Please upload your most recent, board-approved organizational budget for this fiscal year. PDF and Excel documents are accepted.

TATB FY 2022-23 BUDGET SUMMARY.pdf

Board of Directors List*

Please upload a current list of members of your organization's Board of Directors. Excel, Word, and PDF formats are acceptable.

TATB BOARD OF DIRECTORS.pdf

IRS Form 990*

Please upload a PDF copy of your most recently submitted IRS Form 990.

If Form 990 from your most recent fiscal year is delayed or you have received an extension, please explain in the text space below. You may also explain if you don't have a Form 990 due to organization type. You should still upload the most recent publicly available 990.

If you file a Form 990-EZ and do not have anything to attach, please note so below.

TATB 990.pdf

Most Recent Financial Statements

Upload a PDF version of your most recent financial statements. If you have audited financial statements, please upload the most recently conducted audit. If you do not have a recent audit, please explain why.

TATB FINANCIAL AUDIT.pdf

Insurance

Evidence of Insurance Coverage*

Grantees of the ARPA Nonprofit Capital Project Fund will be required to maintain appropriate insurance related to your operations and this project. PCF will determine whether this coverage is appropriate.

Please upload evidence of insurance.

If your organization does not have evidence of insurance coverage, please provide an explanation as to why.

TATB INSURANCE 2022_2023.pdf

Insurance Requirement*

If you are awarded a contract from the ARPA Nonprofit Capital Project Fund, you will be required to list Pinellas Community Foundation as an additional insured through your general liability insurance or other appropriate coverages for the duration of the contract. If you would like to check with your insurance carrier on how to do this, here is the information about PCF you will need:

Pinellas Community Foundation
17755 US Highway 19 N
Suite 150
Clearwater, FL 33764
727-531-0058

Please check the box below to indicate that you understand and will be able to comply with this requirement if you are awarded a contract.

PCF will not ask for a certificate naming us as additional insured until the contracting stage.

Yes, I understand and will comply with this requirement if awarded a contract.

Post-Grant Requirements

Reporting Requirements Acknowledgment*

Grantees will be required to submit a pre-award agreement within two weeks of receiving an award notice. In addition, grantees will be required to submit monthly expenditure reports until their project is completed and their contract is closed out.

Financial information justifying all expenditures will also need to be provided. This includes but is not limited to:

- Invoices
- Canceled checks
- Credit card statements, along with a record of paying the credit card.

If you have any questions, please contact Rose Cervantes, ARPA Program Officer at rcervantes@pinellascf.org.

Yes, I agree to submit this grant agreement and impact report within the specified timeframes.

Additional Information

Additional Upload

If you have something to share, you can upload it here in PDF format.

TATB DEMOGRAPHIC NARRATIVE.pdf

Anything else to share?

Is there anything else that you would like Pinellas Community Foundation to know or other information your organization would like to share that isn't addressed elsewhere in this application?

For further clarification, The Arc Tampa Bay (TATB) closed all 3 adult day training (ADT) programs during the beginning of the pandemic, resulting in a total loss of 101 ADT program attendees across all 3 day programs. TATB was still able to provide day program activities to residents of TATB's group homes. The ADT program targeted for the project is located at the Long Center. Of the 101 ADT program participants who were impacted by these ADT program closures, 55 attended the Long Center ADT.

File Attachment Summary

Applicant File Uploads

- ARCHITECT PROPOSALS.pdf
- TATB LONG CENTER LEASE AND AMENDMENT.pdf
- FOWLER PROPOSAL.pdf
- KIMMICH PROPOSAL.pdf
- KLAR AND KLAR PROPOSAL.pdf
- TATB LARGE CAPITAL BUDGET.pdf
- TATB FY 2022-23 BUDGET SUMMARY.pdf
- TATB BOARD OF DIRECTORS.pdf
- TATB 990.pdf
- TATB FINANCIAL AUDIT.pdf
- TATB INSURANCE 2022_2023.pdf
- TATB DEMOGRAPHIC NARRATIVE.pdf

DRAFT

Carolyn Reginelli, Grant Writer
The ARC Tampa Bay – Long Center
1501 N. Belcher Road, Suite 249
Clearwater, FL 33765

December 7, 2022

Ref: Architectural and Engineering Design Services Agreement for The ARC Tampa Bay – Long Center

Wannemacher Jensen Architects, Inc. (Architect) is pleased to submit this proposal to provide design services for The ARC Tampa Bay at The Long Center (Client). This proposal is based upon the following assumptions.

Project Description/Information

Location:

1501 N. Belcher Road
Clearwater, FL 33765

Project information, Program and Physical Characteristics:

The project scope is to renovate and remodel the eastern half of the first floor at the Long Center from large workshops and warehouse space into individual classrooms and skills training spaces. Conceptual plans will need to be created to verify the scope and guide the code research. The new spaces may be completely or partially enclosed and separated from adjacent spaces and circulation. Plumbing scope is to be defined for the restroom changes. There may also be some minor structural issues defined to allow the removal of walls to enlarge some smaller spaces into a larger space. Mechanical system revisions to correspond with new layout. Life Safety parameters will be determined along with potential fire sprinkling. Civil engineering is not included, but may be necessary under separate contract to provide upgraded water service for the potential sprinkler system if current service is not adequate.

Client's Budget for Construction Cost and Delivery Method:

Estimated budget based on current renovation/remodeling cost per square foot:
14,013 s.f. x \$140/s.f. = \$1,961,820.

Scope of Basic Services

The Basic Services below consist of the usual and customary Schematic Design, Design Development, Construction Documents, Permitting/Bidding, and Construction Administration for architectural, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 1: Schematic Design

Based upon a Client provided approved program of spaces, the Architect will prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including an architectural site plan, preliminary building plans and other drawings as needed by Architect for Client review and feedback.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the Client's Project requirements.
2. Review the program and other information provided by the Client, review laws, codes, and regulations applicable to the Project.
3. Evaluate the Client provided program, schedule, budget for the Cost of Work, Project site, and other information pertinent to the requirements of the Project.
4. Coordinate and attend up to (6) six progress meeting(s).
5. Prepare one Schematic concept consisting of a site plan, preliminary building plan, sections and elevations required to develop and coordinate the schematic scope of work.
6. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
7. Submit Schematic Design Documents for Client's review and approval.

Task 2: Design Development

Based upon the Client's approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of items necessary to illustrate and describe the development of the schematic design, including building plans, sections, elevations, and diagrammatic layouts of building systems necessary to convey the character of the project.

The Architect will:

1. Coordinate structural, mechanical and electrical systems with engineering design consultants as needed to meet the project requirements.
2. Prepare developed plans, sections, elevations, typical construction details, and diagrammatical layouts of building systems.
3. Coordinate and attend up to (8) eight progress meeting(s).
4. Outline specifications that identify the major materials and systems.
5. Submit Design Development Documents for Client's approval.

Task 3: Construction Documents

Based upon the Client's approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Drawings and will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Coordinate and attend up to (8) eight progress meeting(s).

3. Incorporate the design requirements of governmental authorities having jurisdiction over the Project
4. Prepare a set of Construction Documents including detailed design plans, detailed building system plans, specifications identifying materials, systems and their respective standard of quality.
5. Submit Final Construction Documents to Client

Task 4: Assistance with Permitting/Bidding

Following the submission of the Construction Documents for Client's approval, the Architect will assist the Client/Contractor with permitting and obtaining bids from Contractors/subcontractors.

The Architect will:

1. Provide Signed and Sealed document sets for the building permit
2. Respond to questions, provide clarifications, and modify documents as required in response to Permit Review comments
3. Assist the Client/Contractor with preparation and distribution of bid documents.
4. Respond to questions and provide clarifications and interpretations of the Construction Documents to Client/Contractor and prospective subcontractors.

Task 5: Construction Administration

The Architect will provide construction oversight to review if the project is being performed in accordance with the Construction Documents. The Architect will assist the Contractor when conflicts or clarifications are needed. The Architect will make periodic site visits to observe construction and follow the progress.

The Architect will:

1. Review and certify Contractor's pay applications based on the Architect's best knowledge of the information and data available to Architect.
2. Attend site visits/meetings at the project site to evaluate the progress of Construction.
 - a. It is anticipated that all site visits and meetings will be completed concurrently.
3. Review and respond to the contractor's submittals and shop drawings.
4. Review and respond to the contractor's requests for information (RFIs).
5. Provide telephone and email correspondence as necessary.
6. Attend one Substantial Completion walk-through.
7. Attend one Final Completion Walk-Through.
8. Review and respond to the Contractor's prepared as-built drawings.

A construction duration not exceeding (7) seven months is anticipated based on the project information. Up to (14) fourteen site visits/meetings at the Project site are included.

Supplemental Services

The following services are not included in Basic Services but may be required for the Project or requested by the Client.

PROPOSED FEES:

The following is a summary of the total fees for all services listed above.

Task	Basic Services	Total Fee
Task 1	Schematic Design	\$33,701.00
Task 2	Design Development	\$42,126.25
Task 3	Construction Documents	\$58,976.75
Task 4	Assistance with Permitting/Bidding	\$8,425.25
Task 5	Construction Administration	\$25,275.75
	Sub-Total	\$168,505.00
Task	Supplemental Services	Total Fee
Task 6	XXXXX	\$XXXXXX.00
Task 7	XXXXX	\$XXXXXX.00
Task 8	XXXXX	\$XXXXXX.00
Task 9	XXXXX	\$XXXXXX.00
Task 10	XXXXX	\$XXXXXX.00
	Sub-Total	\$XXXXXX.00
	Estimated Reimbursable Expenses (Allowance)	\$2,500.00
	Design Contingency	\$5,000.00
	Total	\$176,005.00

The Basic Services fee is based on the State of Florida’s Department of Management Services Fee Curve utilizing a Construction Budget of \$1,961,820 at 8.59% (Complexity C – Repairs and Renovations). If the Client’s Construction Budget is increased, the Architect’s Basic Services shall be recalculated based on the most recent budget amount.

An initial payment (retainer) of \$2,500 shall be made upon execution of this Agreement. This retainer shall be considered the minimum payment under this Agreement and is non-refundable. The retainer shall be credited to the Client’s account on the final invoice.

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic and Supplemental, and Additional Services and include expenses incurred by the design team directly related to the Project. Compensation for reimbursable expenses shall be the cost of expenses incurred plus 10%. Reimbursable expenses include but are not limited to:

1. Printing and Plotting costs incurred by the A/E Design Team for review, team distribution, and Bid & Permit Documents.
2. Courier, Mail and Delivery.
3. Transportation and travel
4. Presentation materials
5. Other similar Project-related expenditures

The Reimbursable Expenses is an estimate and may not cover all reimbursable expenses necessary to either meet the Client's or Project's needs. Contrarily, the full estimated amount may not be required. Unused reimbursable expense allowance will not be billed to the Client.

Design Contingency

During the course of the project, the Client or Architect may identify Additional Services required which are necessary to either complete or enhance the overall project. If Additional Services are identified during the course of this project, the Architect will prepare a detailed work scope and fee to perform the Additional Services. Once the Client and the Architect have agreed on the scope and fee, the Architect will submit a Request for the Client's approval for the Additional Services under Design Contingency.

The Design Contingency is an estimate and may not cover all the additional services identified throughout the project which are necessary to either complete or enhance the overall project. Also, all funds within Design Contingency may not be required. Unused Design Contingency will not be billed to the Client.

The Following Services Are Not Included Within This Fee:

- Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
- Feasibility Studies/ Analysis
- Facility Programming
- Master Planning
- Multiple Preliminary Designs
- Soils Investigations/Reports
- Surveys -Topographic/Boundary/Vegetation/Improvements/Utilities
- Civil Engineering
- Measured Drawings of Existing Facilities
- Existing Facilities Analysis
- Asbestos Consultation/Surveys
- Environmental Assessments
- Historic Preservation
- Grant Assistance or Applications
- Development/Neighborhood/Board Review Applications or Presentations
- Public Meetings or Presentations
- Traffic Analysis
- Existing Site Utility Infrastructure Improvements
- Fire Protection or Fire Alarm Design
- Site Lighting Design
- Landscape Architecture & Irrigation Design
- Interior Design
 - Interior finish selections (color/material)
 - Furniture, Fixtures, and Equipment design or selection.
 - Signage

- Millwork or Casework Design
- Specialty ceiling materials, finishes and lighting selections.
- Selection of specialty lighting fixtures
- Specialty Design/Consultants: Data/Telephone Communications; Cost/Scheduling; Electronic/Audio Visual; Elevator; Food Service; Hazardous Material; Hospital/Laboratory; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
- Coordination of Client's Consultants
- Life Cycle Cost and/or Energy (FLEET) Analysis
- LEED or similar Green Design, Consultation, or Certification
- Solar/Photovoltaic Design or Consultation
- Graphic and Signage Design
- Detailed Cost Estimates
- Value Analysis or Value Engineering
- Documents Prepared for: Alternate Bids Requested by Client, Change Orders, Multiple Construction Contracts, Record Documents/As-Builts
- Prolonged Construction Contract Administration Services
- Construction Phasing or Multiple Bid Submissions
- Threshold Inspections
- Project Representation During Construction Beyond periodic inspection
- Additional Construction Contract Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Renderings/Models/Videos
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents
- Client requested insurance in excess of that normally carried by the Architect or Architect's Consultants

Thanks for the opportunity to propose services for your project. Your signature below will indicate your approval of the Scope of Services, Proposed Fees, and General Stipulations. Please sign, date, and return one copy of this Agreement.

Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

Approved (Client):

Signature

Date

Printed Name

ARC Tampa Bay – Long Center
December 7, 2022

Page 7

This Agreement is entered into as of the date signed above by Client.

General Stipulations

Additional Services Compensation

Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Additional work outside of the scope stated herein will be billed at hourly rates below or negotiated as a lump sum at the time of the request.

1. If the construction budget or size of the project provided in the Project Description/Information is increased, then an additional A/E fee shall be applied for the increased budget amount.
2. Meetings or Site Visits exceeding the limits identified in the Scope of Work.
3. Construction Administration duration exceeding the limits identified in the Scope of Work.
4. Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus 15%.

Hourly Rate Schedule

Principals	\$265.00
Architect, Engineer or Designer, Cost Estimator	\$165.00
Registered Interior Designer	\$150.00
Associate Architect	\$140.00
Administrative	\$90.00

Payment Provisions

1. Invoices will be prepared monthly and reflect progress to date. (15 days net).
2. Amounts unpaid 30 days from the invoice date are subject to 1.5% interest - 18% annually.
3. If payment is not received within 30 days of invoice submission, Architect may stop work on the project until payment is received. Architect shall not be responsible for any schedule delays or consequential damages due to a stop of work due to late payment.

Agreement Provisions

1. This agreement is valid for 90 days. If not accepted by Client within 90 days of the agreement date, fees and hourly rates may need to be adjusted.

Client's Responsibility

1. Unless identified and included in the Scope of Work and Proposed Fees, the Client is responsible for providing all project information and restrictions including written program requirements, surveys, utilities, geotechnical evaluations, flood elevation certificates, easements, deed restriction, local ordinances, legal issues, etc. that need to be considered for the design of the project. Program requirements shall include space requirements and relationships, special equipment, systems, and other objectives and requirements.
2. Client shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the progress and schedule of the Architect's services.
3. Client shall provide the Architect and its Consultants access to the Project site as reasonably required.

Project Construction and Construction Administration

1. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction, nor shall the Architect be responsible for the Contractor's

failure to perform the Construction in accordance with the requirements of the Construction Documents.

2. The Architect's review of Contractor's submittals shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Copyright

The Architect and its Consultants shall be deemed the authors and owners of their respective drawings, specifications, renderings, and other documents and shall retain all common law, statutory, and other rights, including copyrights.

Promotional Materials

The Architect shall have the right to include photographic or design representations of the project as promotional and professional materials. Reasonable access to the completed project shall be given to the Architect and its consultants. Information and materials identified by the Client in writing as confidential or proprietary shall not be included in the promotional materials. The Client shall provide professional credit for the Architect in the Client's promotional materials and in all news related releases referring to the Project.

Insurance

The Architect maintains the following insurance coverages. If the Client requires coverage in addition to the types and limits set forth below, the Client shall pay the Architect the total additional cost to Architect plus 5%.

- Commercial General Liability: \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- Automobile Liability: \$1,000,000 for each accident
- Umbrella Liability: \$5,000,000 for each occurrence; \$5,000,000 in the aggregate.
- Workers' Compensation at statutory limits.
- Employers' Liability: \$1,000,000 for each accident, \$1,000,000 for each employee, \$1,000,000 policy limit.
- Professional Liability: \$2,000,000 per claim; \$2,000,000 in the aggregate.

Termination and Suspension

1. Architect or Client may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.
2. If the Client fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial failure and cause for termination or suspension of services.
3. If the Client suspends the Project for more than 90 cumulative days, the Architect shall be compensated for all services performed prior suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Applicable Law

This Agreement shall be governed by the law of the State of Florida.

Dispute Resolution

The Client and Architect will attempt, in good faith, to resolve any question, dispute, misunderstanding, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives of the respective parties with authority to agree to a resolution. If the Dispute has not been resolved within thirty (30) days of the initial meeting of the executives (which may be extended by mutual written agreement) then all claims, counterclaims, disputes, and other matters in question arising out of or related to this Agreement or the breach thereof shall be resolved by mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to Wannemacher Jensen Architects, Inc. and their consultants, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, Wannemacher Jensen Architects, Inc. total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause shall not exceed the said fees for the individual project. Such causes include Wannemacher Jensen Architects, Inc. negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Electronic Signatures

The Client and Architect agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Entire Agreement

This Agreement along with any exhibits constitutes the entire agreement between the Architect and Client and supersede all representations or previous communications, negotiations, proposals, representations, conditions, promises, or agreement, either written or oral.

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.



Kimnich ■ Smith

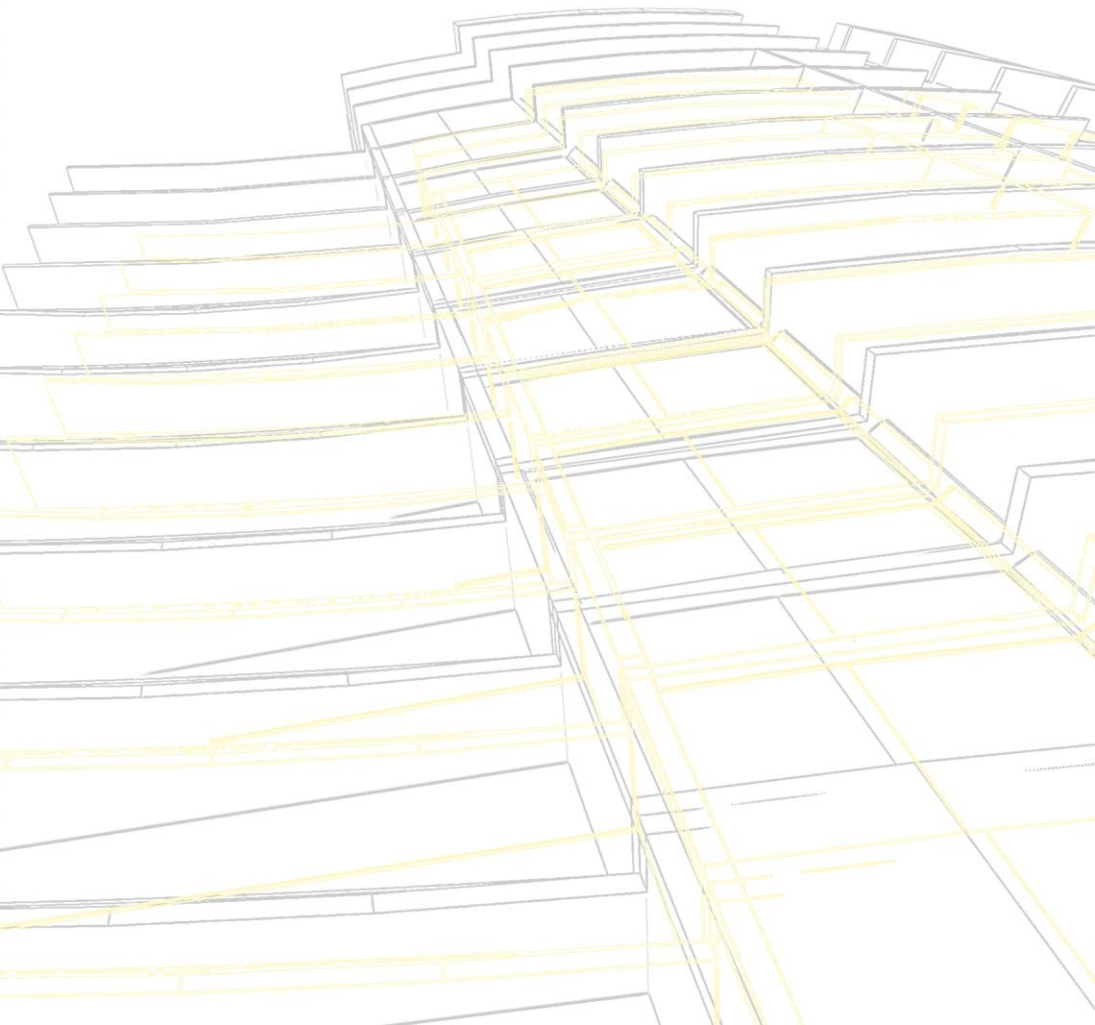
ARCHITECTURE

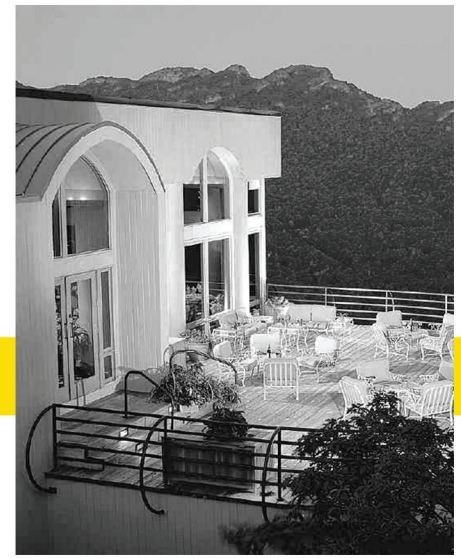
Proposal for Architectural Design Services

The Arc Renovation at the Long Center

1501 N. Belcher Road
Clearwater, FL 33765

Ms. Carolyn Reginelli
December 1, 2022





About Us

Kimmich | Smith Architecture, LLC is a full service Architecture firm located in the northern Tampa Bay area. Established in 2017, the Principals and staff of Kimmich | Smith Architecture, LLC bring more than four decades of combined experience through which they have continued to surpass the expectations of their clients with exceptional design solutions and excellent client services.

The cornerstones of our design philosophy at Kimmich | Smith Architecture, LLC are represented by strong and loyal client relationships, visionary design response in building solutions and evidence based design methodologies. These pillars combine to create an entity that provides unmatched client services, creative problem solving and a transformed end-user experience. Architecture at its core is a service to people, transforming a space to impact the lives of those who experience it in a new way.

At Kimmich | Smith Architecture, LLC we believe in an early assemblage of strong team members including contractors and other design professionals, specialists and engineers. This collaborative approach leads to a more uniformly developed and coordinated project that aligns itself with the budgetary constraints along the design process.

In an effort to provide better design documents, aiding in coordination efforts and providing the ability to study designs and objects in 3D, KSA has employed Revit (BIM) as a design tool for all of our work. We find this helps in the internal coordination of our own documents, coordination with consultants – whether or not they are using Revit – as well as an improved visual aid tool in explaining and conveying designs to clients.

ARCHITECTURE at its core is a service to people,

... **transforming** a space + **impacting** how it's experienced.

Mission

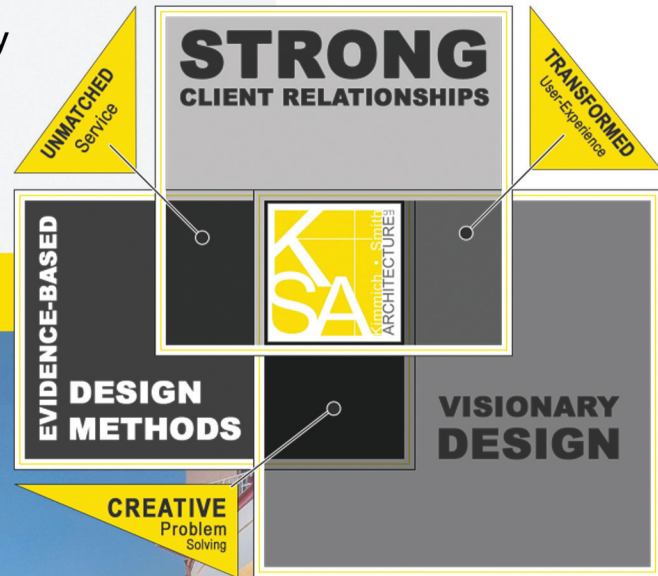
To provide lasting and meaningful design solutions that seek to improve a community while fostering business relationships that endure beyond a single project.

Design Philosophy

- Designing for People
- Research and Evidence-Based Design
- Really Listening to the Needs of the Client
- Creating a Sense of Entry, Form and Order to the Design
- Design in Response to Context, Culture & Regional Influences

Values

Unmatched Service	Strong Client Relationships	Transformed User Experience
Evidence-Based Design Methods	Creative Problem Solving	visionary Design



December 1, 2022

Carolyn Reginelli
Grant Writer
The Arc Tampa Bay
1501 N. Belcher Road
Suite 249
Clearwater, FL 33765

Re: The Arc Renovation at the Long Center

Dear Carolyn,

We would like to thank you again for this opportunity and for considering Kimmich | Smith Architecture, LLC for your renovation project at the Long Center. We have a great reputation in responsive design and commitment to our customer's success. We pride ourselves on customer service and creating and establishing long-term loyal business relationships and hope to gain you and your future business as well.

Project Data:

<u>Project Location:</u>	1501 N. Belcher Road
<u>Proposed Use:</u>	The building is currently used to provide educational services and opportunities to adults with disabilities. Occupancy and uses vary by room and sector.

Scope of Work:

Our understanding of the scope of work is based upon the information received via email on 10.18.22 and also our site visit on 11.06.22.

1. 2nd Floor Classroom:
 - a. Provide 1-2 new residential grade electric cooktops. Power for said cooktops already exist. Drawings shall be provided to provide proper hood ventilation for cooktops with likely penetration through the roof deck above. Reinforcement of the new roof opening will be required.
 - b. A 3-compartment sink will be required due to cooking activities, along with under-counter grease trap.
 - c. A new dishwasher shall be provided.
 - d. Due to cooking activity, there may also be a requirement for modification to the 'type' of ceiling material used in the cooking area.
2. 1st Floor Restroom addition:
 - a. A single-use ADA compliant Restroom shall be designed to be added in the existing smaller room inside the existing Room labeled as Rm 163, Volunteer Office. The intent will be to simply fit this within the existing walled area.
3. 1st Floor Workshop Areas:
 - a. In both East and West sides the intent will be to provide full height new partitions, run along the column lines, extended up to the structure above.

- b. The walls will break each side into 3 spaces, while allowing +/- 10' at the end for a walk way.
 - c. New ceilings and LED lights throughout.
 - d. Optional vision panels in partitions - Client to advise.
4. New Classroom:
 - a. Located as an attached Classroom to the south side of the 'Thingamabrary'. Client to advise on required width of hallway to keep in existing Warehouse space for passing of goods.
5. Proposed Staff Lounge area:
 - a. Wall between rooms is noted as a Structurally bearing wall, a walk-through could be provided with a structural header.
6. Current Classroom north of 'Thingamabrary' noted to be divided:
 - a. Wall between rooms is noted as a Structurally bearing wall, a walk-through could be provided with a structural header. A Single large opening would require much more structural effort and cost and is at this time excluded from our proposal, but may be added later if desired.
7. Culinary Institute, 1st Floor:
 - a. It is understood that space will be designed/laid out by a specific Kitchen Designer. KSA will use their approved plan for the Culinary teaching area as well as the cafe and develop permit plans accordingly.
 - b. It is anticipated that the specifications for all equipment will be provided to KSA by the Kitchen Designer.
 - c. KSA will provide design for the remainder of the space including flooring, wall finishes, ceilings, lighting and coordination with Kitchen Designer.
 - d. New Storefront Window and Entry will be provided in the exterior wall of the Cafe for visibility and access.
 - e. A grease trap will be necessary for this as well. This shall also be under the Civil Engineering Scope, price/scope noted here, but should we move forward, the Civil Engineering services will be provided separate and direct to Client.
 - f. Without a design our fee is based on best estimate of effort required. Should extensive differences in effort be required in the final Kitchen Design, additional services may be required.

Our fee is based on the understanding that this shall all be performed as one phase, additional phases shall require additional services.

Please note: If Client does not have accurate drawings of existing conditions, drawings may be provided as an additional service, as requested by Client.

Project Phases:

1. Concept/ Schematic:

Consists of preliminary floor plans, building sections, building elevations and can sometimes include physical or 3D models/renderings or sketches etc. as requested. Preliminary selections of building systems, HVAC types, overall structural system election and preliminary discussions with consulting engineers are involved for initial feedback to the layouts and designs.

2. Construction Documents/ Permit Drawings:

Once the Previous Phase is approved by Owner, this phase takes the approved plans and fleshes out the final and necessary detailing and coordination with all consulting engineers to develop the permit and construction set of documents. This will include the final Mechanical, Electrical, Structural and Architectural Drawings required for Permit and Construction.

3. Contract Administration (Construction Phase):

During Construction site visits will be made as requested or at reasonable intervals based on construction phase. Site visits will be for observation only to verify that the construction is in general conformance to the Contract Documents. As questions arise on site, Requests for Information will be answered within 10 days and Product Submittals will be reviewed within 14 days. As necessary, sketches and other additional information may be issued to provide clarity to a solution on site.

Included within this Proposal for this Phase:

1. Responses to RFI's as required
2. Submittals and Shop Drawings will be reviewed a maximum of 2 times, after which will incur additional service charges.
3. Review of Pay Apps as required
4. Drawing sketches to clarify or address issues are included, however substantial redesigns will incur additional service charges.
5. Site visits will be billed per occurrence as outlined below, as requested/required.
 - a. Architect shall provide 1 site visit during design phase and site visits during construction phase as required. Additional provided as requested per fee schedule below.
 - b. MEP and Structural Engineer shall provide site visits during construction at a T&M basis as requested/required.

Fees:

	Total Arch Fee	Consultant FEES		Total By Phase
		Structural Kimley Horn	MEP Kimley Horn	
	\$56,475.00	\$5,100.00	\$24,000.00	\$85,575.00
Schematic Design	\$16,942.50		\$6,500.00	\$23,442.50
Contract Documents	\$39,532.50	\$5,100.00	\$17,500.00	\$62,132.50
Construction Administration Billed monthly - Dates will vary	Hrly NTE \$15,000	Hrly	Hrly NTE \$16,500	Hourly
Sub Total:	\$56,475.00	\$5,100.00	\$24,000.00	\$85,575.00

Additional Services					Selected Add'l Serv
Site Visits as Requested	\$900/Visit/Person	Billed Hourly	Billed Hourly		\$0.00
Grand Totals:	\$0.00	\$0.00	\$0.00	\$0.00	

*Not included in our agreement is, Landscape Architecture, Geotechnical, Survey and **Civil engineering**, Building Envelope/ Waterproofing consultant, Low voltage/ CCTV/ Tech consultant, Acoustical Engineering or any other specialty engineering or consultant. Client will contract directly with Civil Engineer.*

Fee will be honored for 60 days from issuance

Additional Services:

Kimmich | Smith Architecture, LLC will provide Additional Services outside the above-mentioned scope based either on the hourly rates outlined below or on a separately agreed upon contract.

Service**Potential Additional Services****Hourly Rates:**

Principal:	\$225/Hr
Project Architect	\$175/Hr
Sr. Const. Administrator	\$120/Hr
Drafter/ Tech Staff:	\$110/Hr
Administrative:	\$65/Hr

- Scope outside noted items here within
- Significant changes to previously approved design

Reimbursable Expenses:

Expenses such as Travel, with associated Lodging and/or meals, reproduction, shipping and delivery shall be billed at a rate of 1.1 times the same.

Summary

We greatly appreciate the opportunity to partner with you in this project and are looking forward to working together.

Once you have had a chance to review, we would love the opportunity to further discuss the proposal with you, we are flexible and want to be sure everything works for you as well. If this proposal meets with your approval, please sign, date and return which will indicate to us the Notice to Proceed with the work.

Sincerely,



Kimmich | Smith Architecture, LLC



Justin Kimmich, NCARB, AIA
President
Kimmich | Smith Architecture, LLC

Carolyn Reginelli

Date

Attachments:

1. Kimley Horn Proposal for MEP and Structural
*Please note that Civil is excluded from our proposal.

General Terms and Conditions of the Contract

1. Unless otherwise stated in the Project Proposal, Kimmich Smith Architecture, LLC (Architect) will initiate and coordinate with all consultants but it will be the responsibility of the Owner to engage in contract with all consultants, including Mechanical, Electrical, Plumbing, Structural and any other specialty consultant or engineer deemed necessary for a complete design. Architect shall have the right to rely upon the accuracy of those documents provided by the Owner's Consultants.
2. Unless otherwise stated in the proposal invoicing and payments will be on a monthly basis. When retainers are requested the sum of that retainer will be applied to the last billing of the project. Any late payments not rendered in a reasonable fashion, may at the discretion of Architect, be subject to an interest rate on the delinquent amount at a rate of 1.5% monthly.
3. Unless otherwise stated in the proposal, Costs outlined in the proposal are valid for 30 days from date of issue.
4. **Ownership of Documents:** All documents produced by Kimmich Smith Architecture, LLC under this agreement shall remain the property of Kimmich Smith Architecture, LLC and may not be used by the Client for any other endeavor without the written consent of Kimmich Smith Architecture, LLC.
5. Architect does not and cannot warrant Project Cost Estimates.
6. Architect carries insurance coverage consistent with industry standards however should Owner require additional coverage, Owner shall provide in writing the request, the additional required, and the acknowledgment that Owner shall reimburse Architect for the insurance premiums associated with the request.
7. Regarding Construction Administration Services:
 - a. On-site visits shall be performed either as requested or as necessary given the current phase of work. On-site visits shall be for the limited purpose of observing the work performed by the Contractor to be in general conformance with the design intent of the documents; the observation is neither exhaustive nor a warranty of work performed by the Contractor. Means and Methods of construction as well as on-site safety shall remain the Contractor's responsibility.
 - b. Architect does not have the right to stop the work.
 - c. Architect will review and take appropriate action on the Shop Drawings only after the Contractor has first reviewed and Approved. Shop Drawing review shall be only to verify general conformance to design intent and documents but shall not be to verify quantity, sizes, means and methods, or construction coordination with other trades.
8. Architect and Owner mutually waive any claims each may have against the other for consequential damages arising out of or relating to their agreement or the project for which Architect is providing design services.
9. Architect and Owner waive any rights against each other for damages that would otherwise be covered by property insurance.
10. Either party of this agreement shall have the right to terminate this agreement for cause or convenience given a min. of 7 day's written notice. If Owner terminates agreement, Owner shall remit to Architect all fees incurred for work rendered up to the time of termination in addition to termination expenses including the Architect's anticipated profit for work not performed.
11. **Access to Site:** Unless otherwise stated, Kimmich Smith Architecture, LLC will have access to the site for activities necessary for the performance of the services. Kimmich Smith Architecture, LLC will take precautions to minimize damage due to these activities, but has not included in the fee, the cost of restoration of any resulting damage.

12. **Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the Client and Kimmich Smith Architecture, LLC shall be submitted to non-binding mediation. Client and Kimmich Smith Architecture, LLC agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Failing mediation, the Client and Kimmich Smith Architecture, LLC agree to litigation in Hillsborough County Florida.
13. **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Kimmich Smith Architecture, LLC, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or cost attributable to the sole negligence or willful misconduct of Kimmich Smith Architecture, LLC.
14. **Termination.** Either Owner or Architect may terminate the contract upon the default of the other party and after providing the defaulting party with seven (7) days written notice and an opportunity to cure the default within such time period.
15. **Certifications:** Guarantees and Warranties: Kimmich Smith Architecture, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Kimmich Smith Architecture, LLC cannot ascertain.
16. **Limitations of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and Kimmich Smith Architecture, LLC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Kimmich Smith Architecture, LLC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$100,000 or amount of the fee, whichever is greater. Such causes includes, but are not limited to, Kimmich Smith Architecture, LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty
17. Owner may accept any proposal by signing and returning, making payments, or by a written Notice to Proceed.
18. The terms "Client" and "Owner" are used interchangeably in these General Conditions and refer to the entity that executed Architect's Proposal and is the record owner of the real property for which Architect is designing improvements.

**19. PURSUANT TO SECTION 558.0035, FLORIDA
STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT
OF ARCHITECT MAY NOT BE HELD LIABLE
INDIVIDUALLY FOR NEGLIGENCE.**

November 18, 2022

Justin Kimmich, AIA, NCARB
President
Kimmich Smith Architecture
2803 W Busch Blvd, Suite 101
Tampa, Florida 33618

jkimmich@ks-arc.com

Re: Professional Services Agreement for the Renovation at The Arc Tampa Bay at the Long Center

Dear:

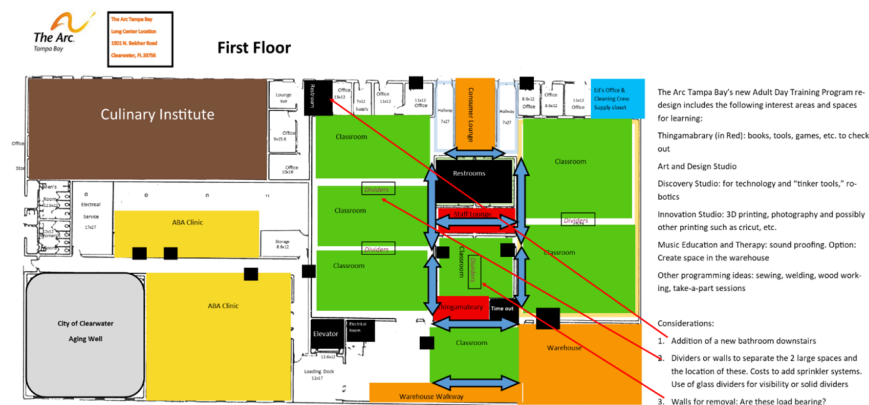
Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Kimmich Smith Architecture (“Client”) for providing the Mechanical, Electrical, Plumbing, & Fire Protection Engineering Services for the below referenced project.

PROJECT UNDERSTANDING

Kimley-Horn understands the Client is requesting Civil, Mechanical, Plumbing, Fire Protection, & Structural Engineering for the renovation and the Arc Tampa Bay. The following renovations are included in the scope of work outlines below.

It is our understanding one of the existing spaces will be renovated and modified for a culinary institute. As part of the renovation, new openings will be necessary in the existing exterior wall. At this time, existing structural plans are not available for our review. We anticipate the exterior wall is composed of concrete masonry and the interior slab is a concrete slab-on-grade.

Our scope of work is limited to providing design and construction documents for up to two (2) exterior wall openings and concrete slab repair for new plumbing pipes.





SCOPE OF SERVICES:

Kimley-Horn will provide the services specifically set forth below.

Task 1 - Mechanical, Electrical, Plumbing, & Fire Protection Engineering Services:

Schematic Design Phase

- Prepare preliminary HVAC estimates for heating and cooling equipment modifications.
- Prepare preliminary load estimates for adjusted Electrical demand based on areas being modified.
- Coordinate new mechanical and electrical equipment space requirements and coordination with the Architect / Owner.
- Provide preliminary calculations to determine any upgrades or alterations needed to the site utilities and coordinate with owner / Civil Engineer.
- Prepare Schematic Design narratives outlining the system modifications needed to accommodate the renovations outlined above. Narrative will include equipment sizes and information needed for preliminary owner pricing by contractor.
- Update SD narratives in response to review comments.
- Upon owner approval of the SD documents the project will proceed to the Construction Documents Phase.

Construction Documents Phase

- Prepare one CD progress submittal at approximately 50% CDs
- Respond to 50% Construction Document design review comments.
- Prepare one CD permit submittal at approximately 90% CD's. This submission is for permitting only and not for construction.
- Respond to 90% Construction Document design review comments.
- Submit 90% CDs for permit set only, not for construction.
- Prepare final Construction Document drawings and specifications for Bidding.
- Specifications will be prepared as standard sheet specs.
- Submit stamped and signed PDF drawings and specifications for plan approval and final building permit.
- Respond to plan review comments.

Construction Phase

- Site Visits and Construction Observation. Consultant will make visits up to 3 site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.
- Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.
- Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
- Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Task 2 – Structural Engineering Services**Construction Documents Phase Services**

- Perform one (1) site visit to review existing structural framing and verify feasibility of proposed renovation.
- Participate in coordination of the structural documents with architect, mechanical, electrical, and plumbing disciplines within the overall coordination led by the architect. Coordination will be limited to one (1) plan update.
- Review the effect of secondary or non-structural elements that are attached to, but not included in, the primary structural system and design the structure to accept and support such items.
- Designate elements to be designed by a delegated engineer such as product approved items, prefabricated exterior architectural canopies, open web steel joist, light gage cold-form steel, and aluminum components. Specify type of element and position within the structural system. Specify the structural design criteria for the delegate engineer's design. Specify required submittals from the delegated engineer for the design team review.
- Perform structural analysis and design of the primary structural system for gravity and lateral forces.
- Prepare Construction Documents sufficient to submit for permit utilizing Autocad illustrating details necessary to construct the primary structural system, including:

- Structural notes
- Wind pressure diagrams
- Partial Foundation and slab on grade plan
- Typical details
- Opening details
- Connection details
- Perform internal quality control checking and coordination of the structural documents.
- Value engineering services is not included in our scope of work. At the Client's request, we may provide these services an additional service.

Permitting Services

Kimley-Horn will provide the following scope of services as part of the Permitting Phase:

- Submit Construction Documents and calculations prepared in Task 1 to Client for submission to City of Tampa building department.

Limited Construction Phase Services

Kimley-Horn will provide the following scope of services as part of Construction Phase:

- Assist in developing construction submittal review and coordination procedures. Review of the Contractor's proposed construction submittal schedule.
- Review submittals pertaining to items designed by Kimley-Horn as the structural engineer of record.
- Perform limited review of submittals pertaining to elements not part of the primary structural system, including elements designed by delegated engineer's or others. Review will be limited to determination of conformance to the design criteria listed within the Structural Construction Documents and that the submittal bears the appropriate professional seals.
- Provide interpretation of Structural Construction Documents by responding to Contractor's requests for information (RFI's).
- Review reports from testing and inspection agencies to determine if the reported item of work is in general conformance with the Structural Construction Documents. Initiate appropriate action in response to those reports, if required.
- Site visits and owner/architect/contractor meetings are not included as part of our services. However, at the Client's request, we may provide these services as an additional service.

Task 3 – Civil Engineering Services

Civil Construction Documents

Based on the approved Architectural Plan by others, Kimley-Horn will provide engineering and design services for the preparation of site construction plans for on-site improvements. The construction documents will contain the following:

Cover Sheet

The cover sheet includes plan contents, vicinity map, legal description, and team identification.

General Notes

These sheets will provide general notes for the construction of the project.

Existing Conditions / Demolition Plan

Consisting of the boundary, topographic, and tree survey provided by others. This sheet will include and identify the required demolition of the existing items to be cleared, demolished and/or removed prior to construction of the proposed site and facilities improvements.

Stormwater Pollution Prevention Plan

This sheet will include and identify stormwater best management practices for the construction of the proposed site including erosion and sedimentation control measures. This sheet will also show stormwater management areas, applicable details, and specifications. This sheet may also be combined with the Existing Conditions/Demolition Plan sheets depending on the scope of the work.

Site Plan (Horizontal Control & Signing and Marking Plan)

Kimley-Horn shall prepare a Site Plan, as indicated above, with associated parking and infrastructure. Site Plan shall consist of the following: site geometry, building setbacks; roadway and parking dimensions including handicap spaces; landscape island locations and dimensions; existing storm water detention area locations and dimensions; boundary dimensions; dimensions and locations of pedestrian walks; signing and marking design.

Site work is limited to the disturbances cause by the utility design. Any additional site improvements to the existing sidewalk and parking lot will require an additional service.

Paving, Grading and Drainage Plan – Not Applicable

Kimley-Horn shall design indicate the following on the site plan; horizontal control; sidewalks; spot elevations and elevation contours; and construction details and specifications, and erosion and sedimentation control measures.

It is assumed that the project will be exempt from stormwater treatment and attenuation requirements, therefore, stormwater design is not included in the scope of this project. If the project improvements exceed the threshold limits and require stormwater design, Kimley-Horn can provide this as an additional service.

Utility Plans

Kimley-Horn shall prepare a plan identifying any existing utility locations on the utility plans as provided by the surveyor, and research applicable utility records for locations in accordance with best available information.

It is assumed that the existing utility connections have adequate capacity to serve the proposed site improvements. The utility design is limited to the utility connection requirements for the tenant split. If additional utility design is required, it will be provided as an additional service.

Kimley-Horn will meet with the project team to incorporate gas, electric, telephone and cable service connections into our utility plans for coordination purposes.

Civil Details and Construction Specifications

Kimley-Horn shall prepare construction details for site work improvements and erosion and sediment control measures. Typically, these details will correspond with City standard details. Standard FDOT details will not be provided but will be referenced throughout the plans.

A specifications package is not included in this scope of services as specifications are per the City and the FDOT. Preparation of detailed specifications to be supplied with the architect's specifications can be provided, per request, as additional services.

Permitting

Upon completion of the construction documents, Kimley-Horn will provide the following permitting services:

Prepare and submit on the Owner's behalf required permitting packages for review/approval of construction documents, and attend meetings required to obtain the following Agency approvals:

- City of Clearwater Site Development Permit
- Southwest Florida Water Management District (SWFWMD) ERP Exemption
- Florida Department of Environmental Protection (FDEP) (water and sewer exemption)

Kimley-Horn will provide up to three requests for information during the agency review process for obtaining the above permits.

Responding to requests for additional information beyond what is normal and customary, and responding to permitting issues beyond our control are outside of this scope of services and will be provided, as needed, as an Additional Service only after prior written authorization by Owner. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

Construction Phase Services

Kimley-Horn will be available to provide construction phase services, as requested. These services may include but not be limited to:

- Attend a team pre-construction meeting and the pre-construction meeting with the City.
- Attend bi-weekly construction meetings (anticipate 18-month schedule) at the request of the client.
- Review and approval of shop drawings and submittals required for the site improvements controlled by our design documents. This includes one review of shop drawings. Dedicated Fire Line shop drawings will not be reviewed as they will be reviewed by the licensed fire contractor class I, II or V.
- Review and reply to Contractor's request for information (RFI's) during construction phase.
- Kimley-Horn will visit the construction site during the duration of construction to observe and become familiar with the progress and quality of the civil components of work completed to determine if the work is generally being performed in accordance with the Civil Construction Documents. These site observation visits will be coordinated with the meetings on-site to reduce travel time to and from the site.
Kimley-Horn will not be required to make exhaustive or continuous on-site inspections/observations to check the quality or quantity of work, to monitor work safety requirements, or to redesign/remodel, revise construction drawings, or repermit due to

unknown field conditions encountered during construction or changes to elements of the work designed by others.

- Review inspection and TV reports, laser profiling reports and logs provided by the contractor for the civil related components, i.e. water, sewer, storm sewer, etc.
- Review and provide one set of comments to the Contractor for the As-Builts provided by the Contractor. The As-Builts are required to be signed and sealed by a registered Land Surveyor and must follow the County guidelines. Kimley-Horn will review the As-Builts, and coordinate with the Contractor to provide the level of detail necessary for the Engineer of Record's (EOR) certification. Kimley-Horn will also prepare Record Drawings only for Sanitary Sewer. Any other record drawings will not be provided unless requested by the Client or the City, in which case those Record Drawings will be deemed additional services.
- Prepare and submit certifications to FDEP for the potable water system and sanitary sewer system including incorporation of compliance data (i.e. signed and sealed As-Builts provided by others) and reports provided by the Contractor to meet FDEP requirements.
- Based on the above, Kimley-Horn shall submit a "Letter of General Compliance" and a "Letter of Storm Sewer Acceptance" for the civil related components of construction to the City, required for project Certificate of Occupancy (C/O), if required.
- Kimley-Horn will provide compliance certifications to regulatory agencies including a "Substantial Completion" and a "Final Completion" site visit with punch lists to the Client.

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of the contractor(s) will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

Task 4 – Meetings

Kimley-Horn will attend meetings and/or conference calls as requested by the Client. Meetings can be scheduled and held by the Architect, Client, Contractor, design team, and reviewing agencies throughout the duration of the project including the planning, design, permitting and construction phase. The meetings are described in the above and below tasks but will be invoiced out per this task. Meetings will only be attended at the request of the Client.

CLARIFICATIONS

- Our fee has budgeted that there will be no significant design changes after the approval of the SD narrative. If there are any significant design changes after the 100% DD deliverable, then additional design fees will be required.
- The project will be designed and permitted for a single phase of construction.

- Our team will coordinate with the architect for locating all plumbing fixtures for consultant to match layout and location.
- Our team will coordinate with the architect and the local lighting provided for all lighting and fixture layouts.
- Technology Design Services will have the design for the pathway and backboxes only.
- Revit Modeling will be that of LOD 300. Anything beyond that is excluded.
- Fire protection services will have the preparation of the fire protection system engineering documents for the issuance of construction permit. The fire protection systems engineering documents are limited to the governing requirements, from the applicable sections, of the Florida Department of State - Florida Administrative Code 61G15-32. Hydraulic calculations, sprinkler layout, final pump selection, will be the responsibility of the fire protection system contractor. Contractor's fire protection system layout documents shall follow the governing requirements from the Florida Department of State - Florida Administrative Code 61G15-32.
- Fire Alarm services the preparation of the fire protection system engineering documents for the issuance of construction permit. The fire protection systems engineering documents are limited to the governing requirements from, the applicable sections, of the Florida Department of State - Florida Administrative Code 61G15-32. Voltage drops calculations, detailed riser layout, final equipment selection, will be the responsibility of the fire protection system contractor. Contractor's fire protection system layout documents shall follow the governing requirements from the Florida Department of State - Florida Administrative Code 61G15-32.
- The project is zoned Institutional, it is assumed that the current use will not change.
- Water and Sewer service will be provided by the City of Clearwater. It is assumed that the existing infrastructure has adequate capacity to serve the proposed project. Utility design is limited to a grease trap connection. Any additional utility design will be an additional service.
- It is assumed that the proposed site work is limited to site disturbances caused by the utility design. Additional site work, including but not limited to, the modification of the existing sidewalk and parking lot or addition of impervious area is not included in this scope. Any additional site plan and/or site grading will be an additional service.
- Landscape Architecture is not included in this scope but can be provided as an additional service.
- Improvements to the site are not anticipated to exceed the exemption threshold for stormwater design. If the site improvements are modified and trigger stormwater design, it will be provided as an additional service.
- Offsite roadway and/or utility improvements are not included in the scope.
- Survey is by others.
- Geotech is by others.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not d in this Agreement:

- Aquatic Design for any pool or outdoor water feature.
- Utility Vault ventilation design.
Interior lighting design & photometrics shall be provided by the architect & or lighting consultant / Vendor.

- Technology design services beyond what is listed in this proposal.
- Design changes provided after final SD Narrative have been issued.
- Smoke control or Smoke evacuation design, rational analysis, or modeling.
- Detailed fire alarm or fire protection system layout and hydraulic calcs.
- Our Revit model shall be modeled to a level of development 300. Revit models shall not be used for any owner contractor pricing, estimating, take-offs, or contraction submittals without permission granted by Kimley-Horn.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services consultant can provide, but are not limited to, the following:

- Commissioning for LEED or Building Code.
- Additional typical unit layouts.
- Technology Design (access control, telecommunication, audio visual)
- LEED Design or Administration.
- Life Cycle Cost Analysis
- Cost Estimating
- Solar Photovoltaic Design
- Record Drawings
- Interior lighting design & photometrics
- Value engineering request, design changes, and meetings.
- Revit Modeling beyond standard LOD 300.
- Project phasing or fast track construction bid / documentation.
- Construction administration visits beyond what is listed in the scope above.
- As-built drawings or record drawings
- Civil Engineering Services
- Structural Engineering
- Buildout of retail spaces.
- Buildout of office spaces.
- Stormwater design and permitting
- Landscape Architecture
- Traffic Analysis
- Offsite improvements including roadway, utility, and stormwater
- Photometrics
- Value Engineering
- Preparing an Engineer's Estimate of Probable Cost or providing quantities (as this will be provided by the Contractor).

INFORMATION PROVIDED BY CLIENT

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Copy of owner & Architect agreement.
- Architectural & Structural pdf drawings and Revit models.
- All equipment data / cut sheets and specifications required by ownership for the areas being renovated.
- Lighting selections, locations, & fixture cut sheets provided by the architect or lighting consultant / vendor.
- Flow test for domestic and fire protection water systems.
- Landscape lighting design and fixture specifications provided by the landscape architect.
- Location of utility transformer and all site utilities for civil connections.
- Any as-builts or existing plans and documents.
- Boundary, Tree and Topographic Survey
- Geotech
- Environmental Reports
- Permit application and review fees
- Building elevations
- Building footprint

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule: The anticipated design schedule is expected to last for a duration of 3 months. Construction is estimated to last a duration of 12 months. The Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

FEE AND EXPENSES

Compensation for services will be a mix of lump sum and hourly basis tasks in accordance with the rates as specified in the table below. Labor fee will be billed on an hourly basis according to our then-current rates. The hourly budgets are not meant to be all inclusive or exhaustive and are estimates that are highly dependent on the level of effort required and/or requested by the Client, Municipalities, Architect and/or Contractor. As these budgets are expended, the Client will be informed, and additional compensation will be requested to continue to perform services beyond the estimated budgets. Kimley-Horn shall provide the services as outlined below:

TASKS	TYPE	FEE
1	Mechanical, Electrical, Plumbing, & Fire Protection Services	
	Schematic Design	Lump Sum \$6,500
	Construction Documents	Lump Sum \$17,500
	Construction Administration	Hourly Est. \$16,500
2	Structural Engineering Services	
	Construction Documents Phase Services	\$5,100
	Permitting Phase Services	Hourly
	Limited Construction Phase Services	Hourly
3	Civil Construction Documents	Hourly Est. \$6,500
	Permitting	Hourly
	Construction Phase Services	Hourly
4	Meetings	Hourly Est. \$7,500
	<i>Reimbursable Expenses</i>	<i>Allowance \$3,000 Est.</i>

All meetings will be billed separately to a maximum amount listed above. Meeting fee is not included in the Base lump sum fee.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client’s behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Kimmich Smith Architecture.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

___ Please email all invoices to _____

___ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Signed:

Printed Name: Clayton Scelzi

Title: Project manager



Signed:

Printed Name: Dawn M. Dodge, P.E.

Title: Associate

Kimmich Smith Architecture

SIGNED: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an

electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(20) **PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES
RESULTING FROM NEGLIGENCE UNDER THIS
AGREEMENT.**

INITIAL MEETING

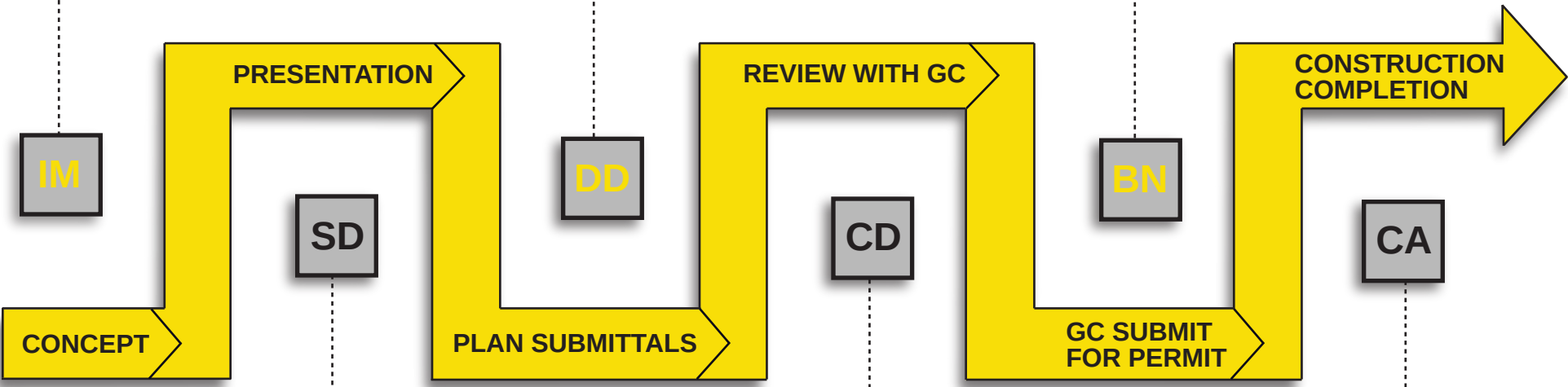
- At the beginning of every project we strive to understand our client's goals, vision and budget for the project. We will provide initial site planning, large scale programming in conceptual plans with some vision for what the whole project may begin to feel like as an initial concept.

BIDDING AND NEGOTIATION

- When the project requires this phase, as is not always the case, we will issue the Construction Documents to one or more pre-selected General Contractors who will prepare a bid for the work. Their bids will be reviewed against the Bidding criteria such as cost, locale or comparable experience. We will respond to any questions or clarifications to the bidding documents and will make required changes to those documents.

DESIGN DEVELOPMENT

- KSA will make approved changes and will further develop the architectural drawings and allow the consulting engineers (structural/ MEPF) to begin their initial layouts
- To refine and define the program, the spaces, product types, door/ frame schedules, window schedules and typical design details



SCHEMATIC DESIGN

- Preliminary architectural drawings (plans, sections, and elevations)
- Preliminary selections of different building systems & structure type
- Preliminary discussions with consulting engineers

CONTRACT DOCUMENT

- Once Design Development is approved by Owner, this phase takes the approved plans and fleshes out the final and necessary detailing and coordination with all consulting engineers to develop the permit and construction set of documents.

CONTRACT ADMINISTRATION

- During Construction site visits will be made as requested or at reasonable intervals based on construction phase. Site visits will be for observation only to verify that the construction is in general conformance to the Contract Documents.



CREATE : TRANSFORM

INSPIRE

2803 W Busch Blvd, Suite 101, Tampa, Florida 33618

P: 813.915.7431 | jkimmich@ks-arc.com | www.ks-arc.com

FL Lic# AA26003407



klar and klar
architects inc.

**Contract for Architectural Services between: Klar and Klar Architects Inc.,
and, The Arc of Tampa Bay (Brian Siracusa)**

Contract Date: 11/10/2022

Project Name: Arc of Tampa Bay Classroom Renovation

Project Address: 1501 N. Belcher Rd Suite 249 Clearwater, FL 33765

I. The Scope of the Work:

Renovation to existing classroom space at the Long Center.

1. Develop scope of work and design based on Owner provided vision (See exhibit 'A') attached as reference.

A. Our Schematic Design Phase Includes:

1. Based on the Owner's program of spaces (see exhibit 'A'), the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents may consist of drawings and other documents including a site plan, preliminary building plans, sections and elevations; and may include perspective sketches, or digital modeling.

Our fee for the above listed Schematic Design Services is: based on an hourly rate of **\$150.00 U.S.** for Architect's time. Not to exceed **\$6,500.00 U.S.**

B. Our Construction Documents Phase Includes:

1. Architectural Construction Documents the Architect deems necessary for plan review and a contractor to construct from including:
 - a. Structural Engineering.
 - b. Mechanical Engineering.
 - c. Electrical Engineering.
 - d. Plumbing Engineering.
 - e. Specifications on plans.

Our Fee for the above listed Construction Document Services is: a lump sum to be determined after final scoping of project. Fee to be approved by owner prior to starting this phase.

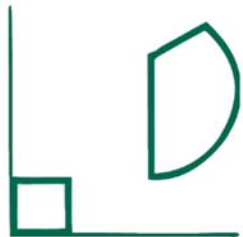
C. Administering Competitive Bidding between Contractors:



28473 u.s. 19n. #602
clearwater
florida 33761



ph. (727)-799-5420
fax. (727) 799-9625
www.klarklar.com



roberta s. klar aia
steven i. klar
tim g. knowles aia
kristina f. novisk

1. Administering bidding package and coordination with up to three (3) prospective contractors.

Our fee for the above listed Administering Competitive Bidding Services is: based on an hourly rate of **\$175.00 U.S.** for Architects time. Not to exceed **\$2,000.00 U.S.**

D. Plan Review:

1. Professionally responding to comments from the municipalities having jurisdiction over the technical review of the construction documents.

Our fee for the above listed Plan Review Services is: based on an hourly rate of **\$175.00 U.S.** for Architects time. Not to exceed **\$1,250.00 U.S.**

E. Construction Administration:

1. Construction administration is defined as Professional Services for the purpose of seeing that the project is being built according to our plans and specifications. These services include:
 - a. Periodic site visits.
 - b. Shop drawing review.
 - c. Answering phone calls from owner or contractor.
 - d. Written field reports.
 - e. Answering/replying to "requests for information".
 - f. Pay request review.
 - g. Defending code compliance issues with all inspectors during construction.

Our fee for the above listed Construction Administration services is: based on an hourly rate of **\$150.00 U.S.** for Architects time. Not to exceed **\$3,000.00 U.S.** per month of Construction.

F. Not included in any of the above fees or this contract:

1. Surveying.
2. Geotechnical Engineering.
3. Administering competitive bidding between Contractors.
4. Book Specifications.
5. Zoning Variances.
6. Detailed cost estimating.
7. Artists Renderings, Perspectives, and Model Building.
8. The Architect's time defending code compliance issues with all inspectors during construction.

9. All engineer's construction administration time, including and defending code compliance issues with all inspectors during construction.
10. Value engineering or material changes after completion of the construction documents.
11. Owner requested drawing Revisions to changes after completion of the Schematic Design phase or the Construction Document phase, including any requested revision drawings during construction administration.
12. On site delivery supervision and set up of furniture, fixtures and equipment procurement.
13. Construction Administration.
14. Decorative electrical and plumbing fixtures selection.
15. Select furniture, furnishings, and equipment as may be appropriate, and discuss methods for procurement.

Additional services fees:

This "not included" work or any other additional work requested by the Owner is: based on an hourly rate of **\$150.00 U.S.** for Architects, Intern Architects, Interior Designers, or Engineers time.

G. Reimbursables:

1. **1.2 times** the cost for any out of office job-related copying "blueprints", pdf scans, postage, courier services, or overnight mailings.
2. Any in-house, job-related "blueprinting" at a rate of **\$3.00 U.S.** per sheet.
3. The owner should allocate a minimum of **\$350.00 U.S.** for these reimbursable expenses.

H. Owner Supplied Items:

1. Program of space requirements.
2. Estimated construction budget.
3. Existing as - built drawings (if any).

II. General Conditions of the Contract:

- A. Ownership:** The Architect shall be deemed the author and owner of their respective Instruments of Service, including the construction documents, details, schedules, and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.

The Architect shall be granted the rights to photograph and publicize this project for their own purposes.

Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.

- B. Payments:** Fees for professional services and reimbursements will be invoiced at the beginning of each month for work performed in the previous month. These invoices are then due by the **15th** of the same month. The amount not paid will bear interest at the rate of one point five (**1.5% monthly**) percent per month until paid. The provision for the payment of interest shall not be construed as authorization to make payment late. Failure of the Owner to make payments when due shall be a breach of this Agreement entitling Architect to suspend all work and, after providing notice of the default to the Owner, to institute litigation to collect the total amount due pursuant to the terms of this Agreement and to assert all lien rights permitted by law. The Architect shall be entitled to reimbursement of all costs incurred by it in collecting all amounts due pursuant to the terms of this Agreement, including, without limitation, reasonable attorney's fees and court costs.

Invoicing Delivery: In an effort to better expedite our invoicing at the end of each month, Klar and Klar Architect's will be emailing your invoices to _____.

Invoices will come from KLAR AND KLAR ARCHITECTS <quickbooks@notification.intuit.com>.

If you would prefer to receive your invoice an alternate way, please check one of the boxes below:

Alternate email address: _____

USPS, mailed to address referenced on page one (1) of this contract

USPS, mailed to alternate address listed below

- C. Acceptance:** This agreement is subject to re-negotiation by the Architect if acceptance is not completed within 60 calendar days from the date of the contract.

- D. Contract Time Limits:** If through no fault of the Architect the services covered by this agreement have not been completed within twelve (12) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.
- E. Termination:** If either party fails substantially to perform in accordance with its terms, this Agreement may be terminated by the other party upon written notice and a 10-day opportunity to cure the default. In the event of such termination, the Architect shall be entitled to full payment for all services performed pursuant to the terms of this agreement including reimbursable expenses, as of the date of termination. Written notices to the Architect shall be delivered by certified mail, return receipt requested to:

Klar and Klar Architects, Inc.
28473 U.S. 19 North
Suite 602
Clearwater, FL 33761

As to the Owner, the notice shall be delivered by certified mail, return receipt requested to:

The Arc Tampa Bay
1501 N. Belcher Rd Suite 249
Clearwater, FL 33765

- F. Limits of Liability:** The Owner agrees that the total aggregate liability of the Architect due to negligent acts, errors or omissions shall not exceed the total fees paid for services rendered for this project.
- G. Lien Rights:** By entering into this Agreement, the Architect is not waiving any right it has to assert a lien against the Owner's property and to take all steps to enforce the lien on the real property located at the project address including foreclosure and any other rights permitted by Florida Law.
- H. Mediation:** In an effort to resolve any conflicts that arise during or following the completion of the project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and the Design Professional further agree to include a similar mediation provision in all agreement with independence contractors and consultants retained for the project and to require all independent contractors and consultants to likewise include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for

mediation as the primary method for dispute resolution between the parties to those agreements.

- I. **Jurisdiction and Venue:** The parties agree that the sole venue for any litigation relating to any dispute between the parties shall be brought in the Sixth Judicial Circuit of the State of Florida. By executing this Agreement, the Owner agrees to submit to the jurisdiction of the courts of the State of Florida and agrees that the Sixth Judicial Circuit shall be the sole venue for the resolution of any disputes. In the event of litigation, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs through appeal.

III. Additional Conditions:

- A. The Architect will not be responsible for the Contractor's failure to carry out the work in accordance with the Architect's construction documents.
- B. The Architect will not be responsible for any construction change orders that are not agreed to in writing and signed by the Owner, the Architect and the Contractor.
- C. This Agreement represents the entire agreement of the parties and may only be modified or altered in writing executed by both parties hereto. The parties agree that they are entering into this Agreement freely and voluntarily after having had the opportunity to consult with their counsel.
- D. Work shall commence upon receipt of a signed copy of this agreement, a deposit of **\$1000.00 U.S.** which shall be applied to the final payment.

Agreed:

Agreed:



**Tim G. Knowles, Principal
Klar and Klar Architects, Inc.**

**Brian Siracusa, Executive
Director**

11/10/2022

Date

Date

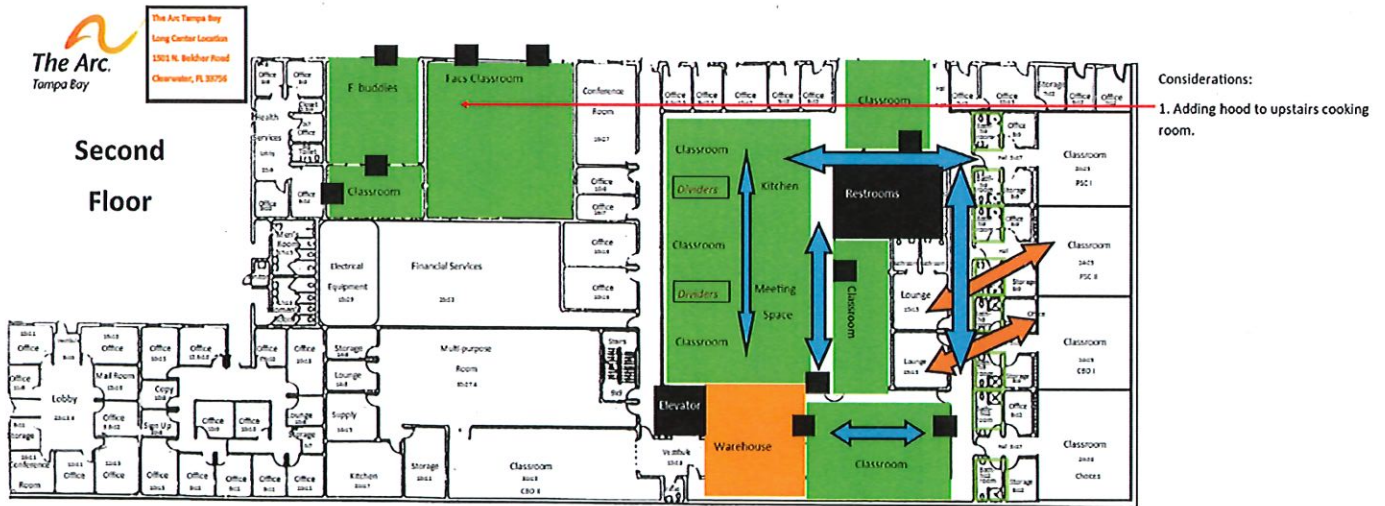
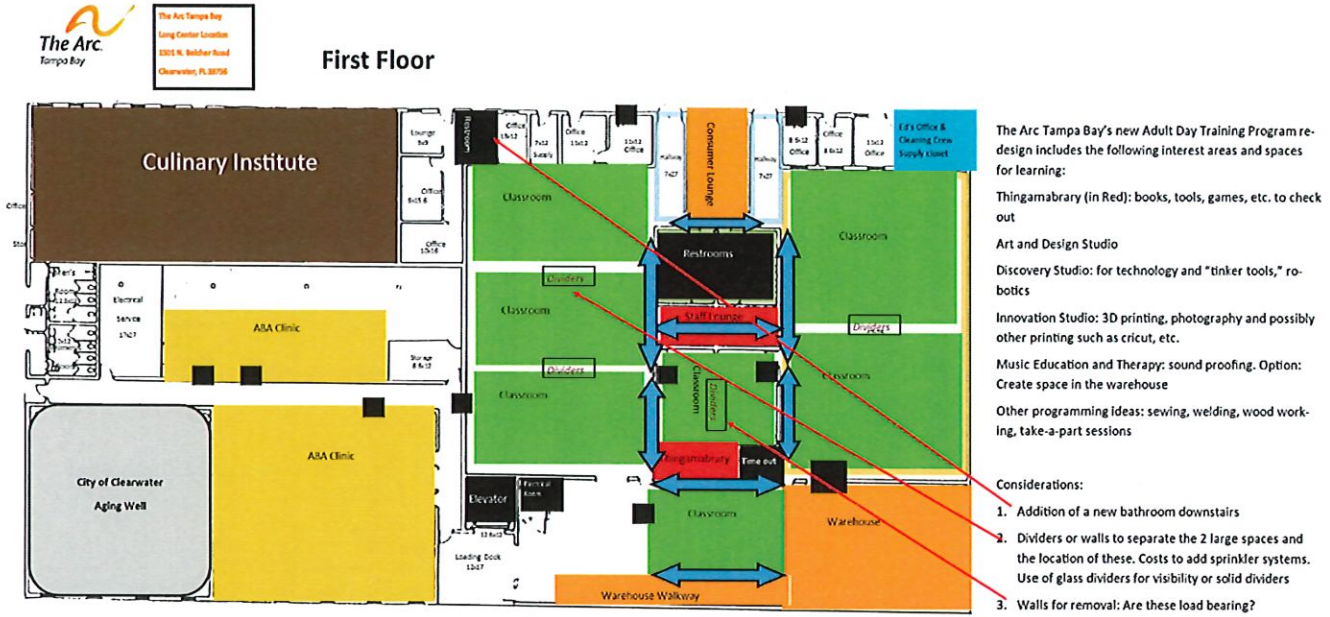


Long Center ADT Vision

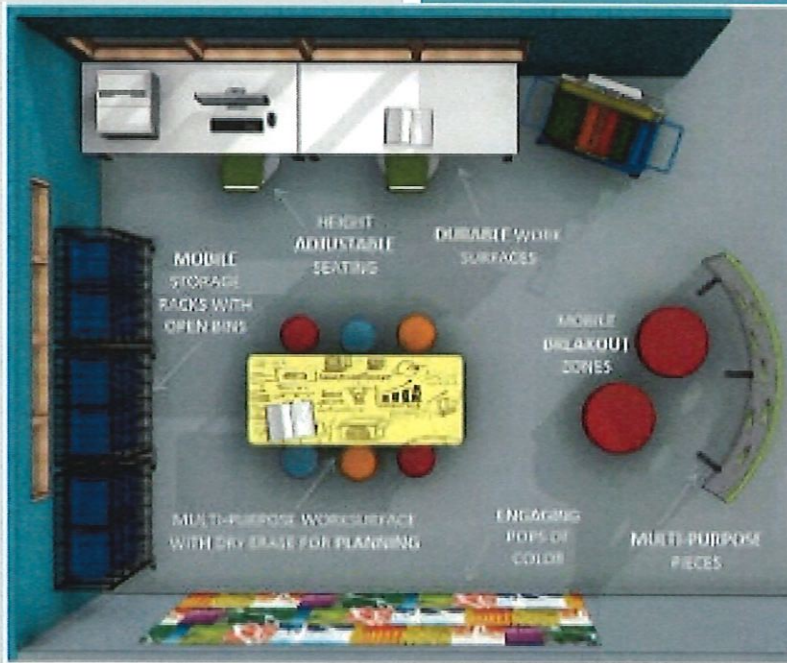


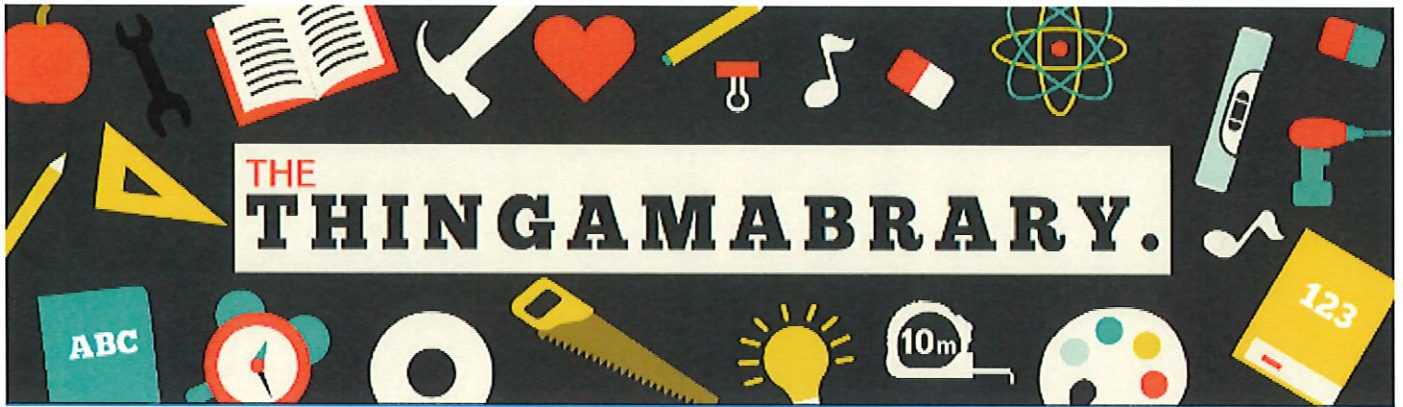
A Makerspace for All Interests

Our Proposed New Layout



Our Inspiration





Check out more than just books at this corner of the HAB. For more of an independent learner, the Thingamabrary offers tools, games, and more that anyone can "check out" to further their interest or knowledge about a variety of subjects.



Creation Studio for Arts & Design



Create, design, and craft to your heart's content in the Creation Studio for Arts and Design.

Discovery Studio

Play and Experiment at the Discovery Studio of Creative Learning

The Discovery Studio will have stations focusing on science, technology and engineering, art, and math. There will be many gadgets, games, and crafts to tinker with and enjoy.



Digital Microscope

- Built-in 5MP digital camera that captures and saves high-resolution images of your specimens
- 4x to 160x magnification using LCD screen



Snap Circuits

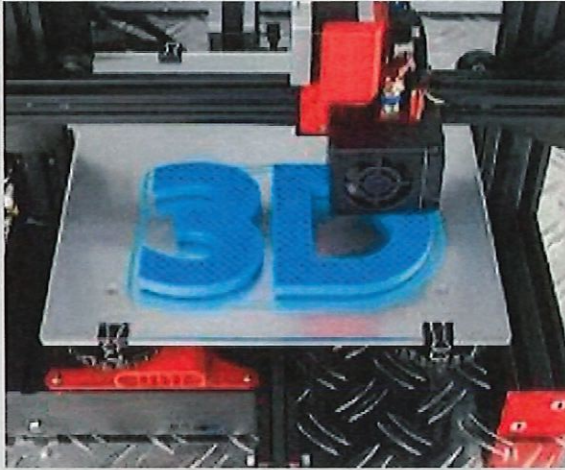
- Snap Circuits ® make learning electronics easy and fun!
- Build exciting projects such as AM radios; burglar alarms; doorbells; and much, much more!



littleBits, Gizmos & Gadgets

- littleBits are small circuit boards with specific functions built to snap together with magnets without soldering, wiring, or programming.
- Gizmos & Gadgets kits come with 15 electronic building blocks, detailed instructions for 13 projects, and all the accessories and tools you need to experiment.
- Motors, wheels, lights, switches, servos, buzzers, even tools to build a remote control.

Innovation Studio

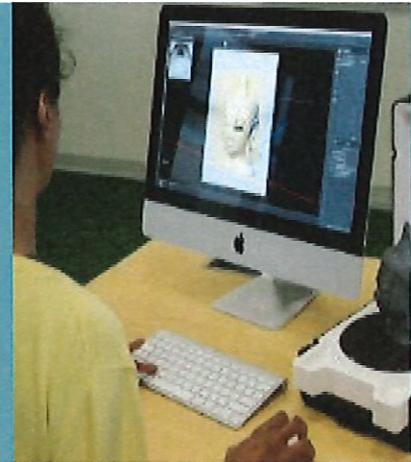


- Develop and explore new skills.
- Print 3D objects, explore photography, and much more.
- Whether you are a pro or just getting started, you will find the tools, guidance and learning opportunities at the Innovation Studio.



Drop-In Sessions

Drop in to use the library's equipment to explore, learn, and create. Try our resources such as 3D printers, micro-controllers, Photoshop and design software. Drop-in sessions offer the chance to ask questions and follow-up on workshops.



Photography

Learn about cameras and photography techniques from professionals. The Innovation Studio offers classes and workshops on a range of topics, from using your camera to editing shots in Photoshop.



Programs:

- "Ask a Pro:" Bring your camera and questions.
- "Organizing Your Photographic Life"
- "The Exposure Triangle"
- "Better Portrait Photography"
- "Improving Your Nature Photography"

Helping People Learn to Make Things

- Build a community of makers to connect with
- Presentations and space that encourages talking about making things
- Primary mission is educational
- Supports small-scale commercial production
- Unique learning environment that encourages tinkering, play, and open-ended exploration for all
- Where consumers can gather to create, invent, tinker, explore and discover using a variety of tools and materials
- A dedicated room or multi-purpose space in which a collection of raw materials and resources can be utilized as desired



Helping People Learn to Make Things

- Not only a place where you can make stuff but many times it's a place where you can make "meaning" which many times is more important than the stuff you make.
- A space with materials for consumers to let their curiosity and imagination come to life.
- An informal, playful atmosphere for learning to unfold.
- A space where making, rather than consuming, is the focus.
- A space where trans-disciplinary learning, inquiry, risk-taking, thinking, crafting, tinkering, and wondering can blossom.
- A collision of art, technology, learning and collaboration.

Program Examples

- Coding
- 3D printing
- Laser cutting
- Soldering
- Electronics
- Robotics
- Circuits and electricity
- Sewing
- Wood working
- Take-a-part sessions
- Inventing



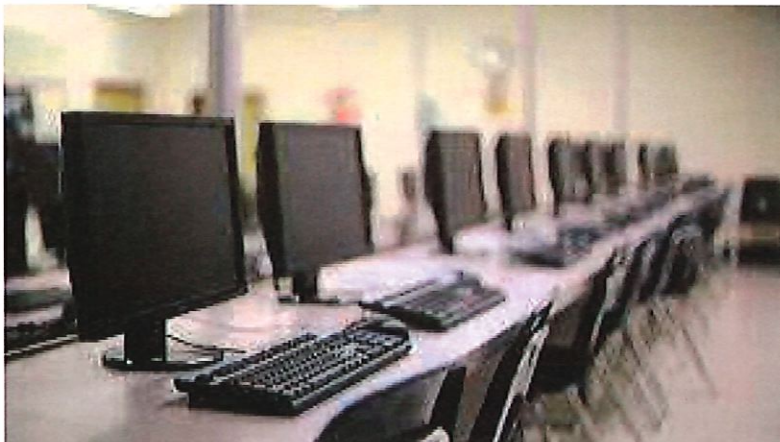
Considerations for Makerspace Designing:

1 *Location*

How you plan to use your makerspace will influence what kind of space you choose to host it.

You will want a location that is easily accessible for all consumers.

- **Clean-up and storage.** Sinks can be useful for cleaning up after projects. Cabinets can store materials.
- **Computer lab.** Instead of replacing old computers with newer desktop versions, some enterprising schools have replaced their outdated machines with laptops, tablets, 3D printers, electronics kits, and other fabrication tools.
- **Home economics or industrial arts shops.** These subjects have fallen out of favor in recent years. A makerspace would be a great way to revitalize these spaces.



Considerations for Makerspace Designing:

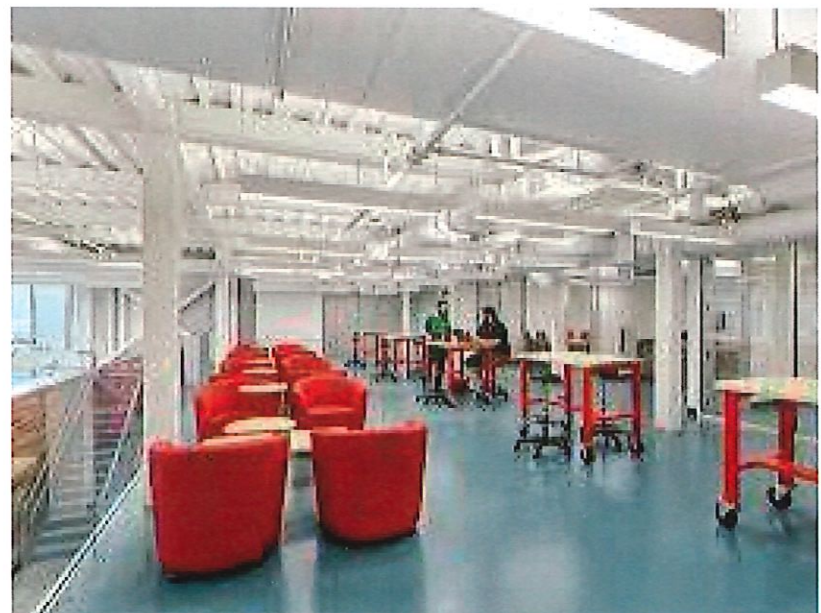
2 *Configuration*

When you're designing a maker space, you'll want to make sure the space promotes creativity and collaboration.

You can encourage both of those traits through the design of the space itself.

Some ideas for guidance:

- **Ask users what they want.** Giving our consumers a voice in the design of the space can inspire their ingenuity.
- **Build flexibility into the design of the space.** Use furniture that can be arranged easily in many different configurations to promote different kinds of consumer groupings and activities.
- **Take inspiration from the “stations” approach to classroom design.** Consider creating separate areas for different kinds of activities. Equip each area as appropriate.
- **Include open, informal spaces for consumers to gather together.** Brainstorm and bounce ideas off one another. Soft seating options can make the space comfortable and inviting for people to congregate.



Considerations for Makerspace Designing:

3 *Tools & Materials*

The tools and materials you choose for the space will depend on your goals for its use, as well as your budget. Some examples of types of materials to consider:

- **Equipment and machinery.** Computers, laptops, tablets, video monitors, 3D printers, laser cutters, vinyl cutters.
- **Electronic kits and components.** For building simple circuits, machines, computer motherboards, and robotics.
- **Commercial kits.** littleBits, Makey Makey, Raspberry Pi, and Arduinos.
- **Digital media production tools.** Cameras, tripods, green screens, video editing software, keyboards, turntables, music composition software, and graphic design software.
- **Materials to create with.** Paints, paper, cardboard, plastics, wood, fabrics, and metals.
- **Tools for cutting, joining and splicing.** Wire cutters, glue guns, soldering irons, hand tools, and power tools.



Considerations for Makerspace Designing:

4 *Storage & Utility*

Your makerspace must be functional. It should be large enough for consumers to work without getting in each other's way.

It should also include plenty of shelf or cabinet space to store equipment safely. Some key questions to think about:

- Does the space have adequate power supplies and internet access?
- Do desks and tables include large surfaces for working?
- Are materials easy to find? Consider using clear or mesh containers for storing materials so they are easily visible, or at least clearly label their containers?
- Are cleaning supplies easily accessible for cleaning up the space when you're done using it?
- Have you set aside space to showcase completed projects? People love to see their works displayed, and past projects can serve as inspiration for a new wave of creations.



Considerations for Makerspace Designing:

5 *Safety*

Keeping consumers safe as they work in the makerspace is vital. Consumers must learn the proper use of, and respect for, tools and equipment.

Consumers should also understand the rules for the space, and these rules should be clearly posted.

Some other safety considerations:

- Make sure to provide enough space for tools to be used safely, as well as safety equipment such as goggles and earplugs.
- Keep all pathways clear and exits clear.
- Make sure the space is well lit and ventilated. Make sure it's equipped with a first aid kit and fire extinguisher.
- Make sure consumers clean up after every use to keep the space free from clutter.



Considerations for Makerspace Designing:

6 *Function*

Focusing on the experience will help you define the relationship between curricular uses and the informal, just-in-time exploration of ideas by consumers.

- Will the space be used to teach circuitry? Will consumers be required to use Cubelets?
- Will the space be used to support teacher-defined uses? Or will the space promote an exploration of ideas that are fueled by a consumer's passion, curiosity, and wonder? Or will it serve both uses, somewhere in-between?
- What will be the expectations for formal learning versus informal learning opportunities self-created by consumers?
- How does the space serve as a catalyst for the creation of new meaning and new ways to serve?
- How do our consumers create designs to help people in their community or other programs?
- Encourage consumers to tackle design challenges that are based in improving the condition of human beings. The space can provide the raw materials and support for the flexibility required to think in interesting ways.



Programming Resources:

- Lifelong Learning:
<https://clearwaterfl.universalclass.com/register.htm>
- Customized learning tools for users of diverse needs and backgrounds:
<https://landing.brainfuse.com/authenticate.asp?u=main.clearwaterlibraryhn.fl.brainfuse.com>
- Engaging reference, periodical, and multimedia content supporting national and state curriculum standards:
https://link.gale.com/apps/menu?u=clearwater_main
- Culinary:
https://galeapps.gale.com/apps/auth?userGroupName=clearwater_main&origURL=https%3A%2F%2Fgo.gale.com%2Fps%2Fstart.do%3Fp%3DPPCA%26u%3Dclearwater_main&prodId=PPCA
- Career:
<https://careerprep.petersons.com/>
- Techshop is a chain of for-profit makerspaces that was started in 2006 in CA. They bill themselves as part prototyping and fabrication studio and part learning center. Their makerspaces are supported by monthly fees from the maker/members who join.



Budget Items:

Item	Cost Per Unit	# of Units	Total Cost
Long Center Renovations	N/A	N/A	\$350,000-\$1.8 million
Technology			
Smart TV with touchscreen	\$2000	2-3	\$6000
Touchscreen laptops	\$300-\$400	10-20	\$8000
Tablets	\$150-\$250	10	\$2500
3D printer	\$2000	1	\$2000
3D printer filament bundles	\$175	10	\$1750
Digital microscope	\$400	1	\$400
Additional networking and wifi	\$1000-\$2000	N/A	\$2000
Design, Media, and Industrial Arts			
Large format printer	\$4000-\$5000	1	\$5000
Graphic design software	\$200	1	\$200
Camera	\$2000	1	\$2000
Tripod	\$90	1	\$90
Wood carving kit	\$60	10	\$600
Laser cutter and engraver	\$4000	1	\$4000
Sewing machine	\$200	10	\$2000
Fabric, thread, etc.	N/A	N/A	\$3000
Soldering kits	\$25	10	\$250
Power tool set	\$400-\$700	5	\$3500
Safety goggles	\$10	20	\$200
Ear protection	\$10	20	\$200
Gloves	\$15-\$25	20	\$500
Jewelry making kits	\$50	10	\$500
Hot glue guns	\$10	10	\$100
Hot glue sticks	\$7	10	\$70
Drawing paper	\$7	50	\$350
Scissors	\$2	50	\$100
Art brushes	\$6	50	\$300
Canvases	\$1	200	\$200
Acrylic paint kits	\$20	100	\$2000
Coding and Electronics			
littleBits kits	\$3200	2	\$6400
Gizmos & Gadgets kits	\$100-\$150	10	\$1500
Snap Circuits kits	\$180-\$300	10	\$3000
Robotics kits	\$200	10	\$2000
Music Therapy			
Ukulele	\$80	5	\$400
Drums	\$150	5	\$750
Keyboard	\$150	5	\$750
Microphone and speakers	\$100-\$400	2	\$800
Miscellaneous games, etc.	\$15-\$25	10	\$250
Curriculum software	\$5000-\$10,000	2	\$20,000
GRAND TOTAL			\$433,660-\$1,883,660

Fowler Associates Architects, Inc.

1421 Court Street; Suite D
Clearwater, Florida 33756
Stephen R. Fowler, AIA, NCARB
Florida Registration: AR0005441

09 January 2023

The Arc of Tampa Bay
1501 N. Belcher Road
Clearwater, Florida 33765

Attn: Ms. Carolyn Reginilli

Re: Interior Remodeling

Dear Carolyn,

Thank you for the opportunity to be of service to the Arc. We are always very impressed with the facility and the everyday help you and your staff bring to our special needs community.

We understand the scope of the work is to provide design services:

1. To remodel the existing workshops into three classrooms in each bay and an additional smaller classroom within the existing warehouse area. These classrooms are to include built-in storage units at the perimeter and windows for observation. Please note that with the change of use to classrooms, certain additional exiting criteria will come into play.
2. Connect the new classroom areas through the existing storage rooms.
3. Repurpose the existing office next to the Volunteer's office into restroom(s); either one unisex, ADA compliant facility or two smaller restrooms.
4. Install a new non-vented hood for the existing teaching kitchen range on the second floor

Our compensation for this work is as follows:

- **Transfer of Documents:** Reuse the architectural drawings and information from our construction documents from 2016. N/C.

- **Schematic Design:** Provide floor plan and interior elevations of the areas that are to be remodeled along with plumbing fixture selection for your review/input/comments:..... \$2,150.00.
- **Design Development:** Refine the plans and elevations after review by your staff and facility users: \$800.00.
- **Contract Documents:** The drawings and specifications for the bidding, permitting and constructing the improvements:.. \$3,950.00.
- **Contract Administration:** Make periodic visits to the construction areas, respond to issues and questions from the contractor and review the contractor's applications for payments. This will be charged on a per visit amount of \$200.00 per visit, two visits per month, with an anticipated construction time of six months. \$2,400.00.

TOTAL COMPENSATION: **\$9,300.00.**

Not included in the above are landscape design and details which will be provided by you, costs associated with plotting, printing and duplication of documents, long distance communication charges, if any, and any out of pocket costs associated with this work.

We believe a realistic timeline should be as follows:

Preliminary and schematic design for Owner's review/comments: . 3 weeks
 Review and comments by owner: 1 week
 Construction documents:..... 5 weeks
 Final; Owner's review, bidding and permitting:..... 6 weeks
 Construction time:..... 6 months

Should the scope of the project change or revisions be necessary after the design has been approved, these will be invoiced at an hourly rate depending on the individuals involved and are as follows:

Principal Architect:..... \$200.00/hr.
 Technical & Drafting Personnel: \$125.00/hr.
 Secretarial & Office Personnel: \$60.00/hr.

Any changes made to the permit/construction documents either by the Owner or Contractor, without the written knowledge of the Design Professionals, absolves all responsibility for those changes without proper

authorization by the Design Professionals of record. In recognition of the relative risks and benefits of the project to the Client/Owner and the design professionals, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of the design professionals to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses or claim expenses from any cause, or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Design Professionals to the Client shall not exceed the Design Professional's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Again, we sincerely appreciate the opportunity to offer our services and to work on this project. If this meets with your approval, please sign as indicated below and we will initiate preliminary documents for your review.

Carolyn, I hope this will answer any questions you may have. If not, however, please feel free to give our office a call; and again, thank you for the opportunity to work with you and your staff.

Regards,

Stephen R. Fowler, AIA, NCARB
SRF: mf

Approved: _____ Date: _____

AGREEMENT

This Partnership and Operational Support and Funds Agreement is made and entered into between the City of Clearwater, whose address is: Attn: Parks and Recreation Director, Post Office Box 4748, Clearwater, FL 33758-4748, hereinafter referred to as the *City*, and The Upper Pinellas Association for Retarded Citizens, Inc., a Florida nonprofit corporation, whose address is: 1501 North Belcher Road, Clearwater, FL 34625, referred to as the *Agency*.

WHEREAS, it has been determined to be highly desirable and socially responsible to provide activities to build and foster the confidence, educational, cultural, vocational and social skills and good habits in all young people, adults and families including those with developmental disabilities; and

WHEREAS, the City desires to provide programs and activities as a means to help young people, adults and families with developmental disabilities; and

WHEREAS, the Agency has established programs that provide educational, motivational, vocational, cultural and other activities for youth, adults and families in the community that have developmental disabilities; and

WHEREAS, the Agency has provided these programs to the community for over 30 years and at the Long Center for 15 years; and

WHEREAS, the Agency committed funds to the original construction of the Long Center; and

WHEREAS, the City owns certain land, facilities and buildings located at 1501 North Belcher Road in the City of Clearwater, (the legal description of which is attached hereto and incorporated herein as Exhibit "A") hereinafter referred to as the Center; and

WHEREAS, the Agency desires to partner with the City in providing educational, motivational, vocational and cultural programs for those citizens with developmental disabilities; by occupying and running certain day to day operations and offering programs within a certain portion of the Center, more particularly described in Exhibit "B", attached hereto and made a part hereof.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. TERM

The term of this agreement shall be for a period of 5 years commencing on October 1, 2004 "Effective Date" and continuing through September 30, 2009 "Termination Date". This Agreement shall automatically renew for successive five (5) year periods unless notification is provided, in writing, by the terminating party sixty (60) days prior to the end of the then current term. However, nothing in this Agreement shall be deemed a waiver by the City of its right to cancel or not to renew this Agreement as otherwise provided herein. The expression "term hereof" refers to the initial term hereunder and to any extension thereof as provided herein.

ARTICLE II. RESPONSIBILITIES OF THE AGENCY

1. **Services to be Provided:** The Agency shall provide at a minimum the following services:
 - a) **Programs:** Conduct educational, cultural, vocational and motivational programs at the Center for the benefit young people, adults and families with developmental disabilities throughout upper Pinellas County. Some of the core programs to be provided are as follows:
 - i) Parent support groups and skills training
 - ii) Vocational training
 - iii) Job counseling and related economic development activities
 - iv) Development activities
 - v) Linkages to the health care system and other community services
 - vi) Outreach (including home visits when appropriate)
 - vii) Social outings and trips for clients
 - viii) Educational classes to teach basic life skills
 - b) **Assistance to the Community:** The Agency will maintain communication and interaction with the surrounding community through such avenues as:
 - i) Facilitation and support of community meetings and activities
 - ii) Distribution of educational and promotional materials throughout the community regarding programs and activities of the Agency.
 - c) **Supervision of Center Activities and Common Areas:** Supply the necessary leadership and supervision for the conduct of Agency activities and their clients while on Center property.
 - d) **Hours of Operation:** As much as possible, the Agency will provide programs and activities at the center on a daily basis and establish regular operating hours, subject to approval by the City.
2. **Area to be Served:** Services rendered through this agreement shall be provided not only to citizens of the corporate limits of Clearwater but also to citizens North of Ulmerton Road and South of the Pasco County line.
3. **Use of The Long Center:**
 - a) **No Illegal Use:** The Agency promises and agrees that they will make or allow no unlawful, improper or offensive use of the premises.
 - b) **Rules for Use:** Rules and regulations governing the use of the Center may be established by the Agency, **providing** they are not in conflict or inconsistent with the ordinances, policies or operating rules of the City or of this Agreement. Such

rules and regulations developed by this Agency may provide for and allow reasonable user fees to be retained by the Agency.

- c) **Inspection by City:** The Agency understands and agrees that the Center premises may be entered and inspected at any time by the City's officers, agents and employees. The City shall notify the Agency at least 48 hours prior to any inspections, unless entry is necessary due to an emergency as determined by the City in its sole discretion.
- d) **General Adherence to City Ordinances:** Notwithstanding any limitations implied by the provisions above, the Agency promises to observe all City ordinances.
- e) **Signage:** The Agency may place an identification sign on the Center or in the park according to City codes with approval from the City at the Agency's expense.
- f) **Structure:** No permanent alterations or improvements to the interior or exterior of the building may be made without the written consent of the City. Any permanent structural additions approved by the City will become City property, upon termination or expiration of this Agreement.
- g) **Use of areas other than those described in Exhibit B:** The Agency may use the gymnasium and other Long Center space at no charge if available and upon approval from the City.

4. **Maintenance of the Center by the Agency:**

- a) **Custodial Maintenance:** The Agency shall maintain the Center and adjacent areas used by the Agency in a clean and orderly condition.
- b) **Repair of Damage:** The Agency understands and agrees that it is responsible for and will cause to be repaired at the Agency's expense, damage to the Center other than normal wear and tear or vandalism.

5. **Payment for operating expenses:**

- a) The Agency is responsible to pay for the following operating expenses related to their use of the facility.
 - 1. All operating expenses associated with that portion of the Center as described in Exhibit B where they are either billed or metered exclusively for such use.
 - 2. For the following items that are shared with the City, the Agency will be billed monthly to pay 50% of the bill, payable by the 20th of each month.
 - Water - domestic (does not include pool water)

- Sewer
- Storm Water
- Gas (for hot water heater boiler)
- Utility Tax
- Fire Alarm Maintenance

3. The Agency shall pay for the dumpster used exclusively for Agency activities and will pay for the elevator maintenance for the elevator that is included in Exhibit B.

4. The Agency shall pay for their share of electrical consumption based on the formula and sample attached in Exhibit C and payable by the end of each month.

5. The Agency and City will share equally in the cost to maintain those areas that are determined to be common areas. The current common areas include the following:

- Parking Lot/Driveways
- Plaza Area (including first floor restrooms)
- Parking Lot and Driveway Lights

b) In the event another partner is included at the Long Center they will be responsible to share in common area costs associated with its occupancy or use relative to the facilities it utilizes or any costs that can be directly associated to said occupancy or use apart from City or other partners.

c) The Agency will provide replacement maintenance for all major capital components of the building including air conditioners, roof, painting, plumbing and electrical for all areas described in Exhibit B.

6. **Payment of Fees and Taxes:** The Agency shall obtain all required licenses at its own expense and shall pay all required taxes necessary to the Agency's operation at the Center.

7. **Scheduled Reports of Agency Activities:** The Agency shall furnish the City Parks and Recreation Department, with an annual report of activities conducted under the provisions of this agreement within sixty (60) days of the end of the Agency's fiscal year. Each report is to identify the number of clients served, the type of activities, programs offered and costs of such services.

8. **Creation, Use, and Maintenance of Financial Records:**

a) **Creation of Records:** Agency shall create and maintain financial and accounting records, books, documents, policies, practices, procedures and any information necessary to reflect fully the financial activities of the Agency. Such records shall be available and accessible at all times for inspection, review, or audit by authorized City representatives.

- b) **Use of Records:** Agency shall produce such reports and analyses that may be required by the City to document the proper and prudent stewardship and use of the facilities.
 - c) **Maintenance of Records:** All records created hereby are to be retained and maintained for a period not less than five (5) years and must be provided in accordance with applicable law.
9. **Audit and Management Letter:** Within 120 days of the close of its fiscal year, Agency agrees to submit to the City a certified independent fiscal audit of all its corporate activities and any accompanying management letter(s). This audit shall be conducted consistent with American Institute of Certified Public Accountants (AICPA) Standards for Non Profit Organizations or other mutually agreed upon standard.
10. **Non-discrimination:** Notwithstanding any other provisions of this agreement during the term of this agreement, the Agency for itself, agents and representatives, as part of the consideration for this agreement, does covenant and agree that:
- a) **Nondiscrimination:** Agency agrees that no person shall, on the grounds of race, sex, handicap, national origin, religion, marital status or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, or client of the provider. Agency agrees to maintain reasonable access to handicapped persons.
 - b) **Inclusion in Subcontracts:** The Agency agrees to include the requirement to adhere to Title VI and Title VII of the Civil Rights Act of 1964 in all approved sub-contracts.
 - c) **Breach of Nondiscrimination Covenants:** In the event of conclusive evidence of a breach of any of the above non-discrimination covenants, the City shall have the right to terminate this agreement immediately.
11. **Publicizing of City Support:** Agency agrees to utilize every reasonable opportunity to publicize the support received from the City. Agency further agrees to supply the City, up to three copies of any publication developed in connection with implementation of programs addressed by this Agreement. Such publications will state that the program is supported by the City.
12. **Liability and Indemnification:** The Agency shall act as an independent contractor and agrees to assume all risks of providing the program activities and services herein agreed and all liability therefore, and shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims of loss, liability, and damages of whatever nature, to persons and property, including, without limiting the generality of the foregoing, death of any person and loss of the use of any property, except claims arising from the negligence or willful misconduct of the City or City's agents or employees. This includes, but is not limited to matters arising out of or claimed to have been caused by or in any manner related to the Agency's activities or those of any

approved or unapproved invitee, contractor, subcontractor, or other person approved, authorized, or permitted by the Agency in or about its premises whether or not based on negligence.

13. **Insurance:** The Agency shall procure at its expense and maintain during the term of this Agreement insurance as shown below:
 - a) A Comprehensive General Liability policy covering claims for injuries to persons or damage to property which may arise from or in connection with use of the Center premises by the Agency including all activities occurring thereon.
 - b) A Business Automobile Liability Policy covering claims for injuries to persons or damage to property that arise from or in connection with use of a motor vehicle owned by the Agency.
 - c) Insurance procured in accordance with sections 13 (a) and (b) shall have minimum coverage limits of \$1,000,000.
 - d) Except for Worker's Compensation each insurance policy issued as a requirement of this Agreement shall name the City of Clearwater as an additional named insured. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers.
 - e) The Agency shall furnish the City with Certificate(s) of Insurance with all endorsements affecting coverage required by this section. These forms shall be received and approved by the City's Parks and Recreation liaison before execution of this Agreement by authorized City officials. Agency shall provide a copy of applicable insurance policies at the request of the City.
14. **Worker's Compensation:** The Agency shall provide worker's Compensation insurance for all their employees in an amount at least equal to the statutory limits of coverage according to applicable State and Federal laws. In addition, the policy shall include employer's liability coverage with a limit of \$500,000 per occurrence.

ARTICLE III. RESPONSIBILITIES OF THE CITY

1. **Grant of Funds:** There shall be no monetary funding by either party to this agreement.
2. **Grant of In-Kind Services:**
 - a) The City agrees to provide lawn and landscape maintenance for all areas described in Exhibit "A".
 - b) The City agrees to pay for the solid waste cost for the dumpsters not serving UPARC.

- c) The City will provide for maintenance of the elevator in the plaza area and will share in the maintenance of the first floor restroom with UPARC.
 - d) The City shall provide for building property insurance under the City self-insurance plan, however, if the Agency desires coverage for their contents they will need to purchase their own policy. Agency shall provide insurance as otherwise provided for herein.
 - e) The City will not provide any other additional in kind services, supplies, labor or equipment whether on loan or for consumption to the Agency.
3. **City Liaison:** The Recreation Programming Superintendent of the City of Clearwater will serve as the City Liaison for the Agency.

ARTICLE IV. DISCLAIMER OF WARRANTIES

This Agreement constitutes the entire Agreement between the parties on the subject hereof and may not be changed, modified, or discharged except by written Amendment duly executed by both parties. No representations or warranties by either party shall be binding unless expressed herein or in a duly executed Amendment hereof.

ARTICLE V. TERMINATION

1. **For Cause:** Failure to adhere to any of the provisions of this agreement as determined by the City shall constitute cause for termination. This agreement may be terminated with 30 days written notice without any further obligation by City.
2. **For Municipal Purpose:** The City may terminate this Agreement in the event it determines that the premises are required for any other municipal purposes by giving sixty (60) days written notice of such intended use, following which this Agreement shall terminate in every respect, and both parties shall be relieved of any further obligations hereunder, except that Agency shall be responsible for full payment of all costs and expenses resulting from the operation hereof, together with any other monies due in accordance with this Agreement.

ARTICLE VI. NOTICE

Any notice required or permitted to be given by the provisions of this agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand-delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid), when actually received or on the fifth (5th) business day after the day on which such notice is mailed and properly addressed, whichever is earlier.

1. If to City, addressed to Parks and Recreation Director, P.O Box 4748, Clearwater, FL 33758. With copy to: City Attorney, P.O. Box 4748, Clearwater, FL 33758.

CITY OF CLEARWATER/ELECTRIC CHARGES

TO: Larry Torbert
Tom Buckley
FROM:
DATE:

MONTHLY ELECTRIC COMPUTATION

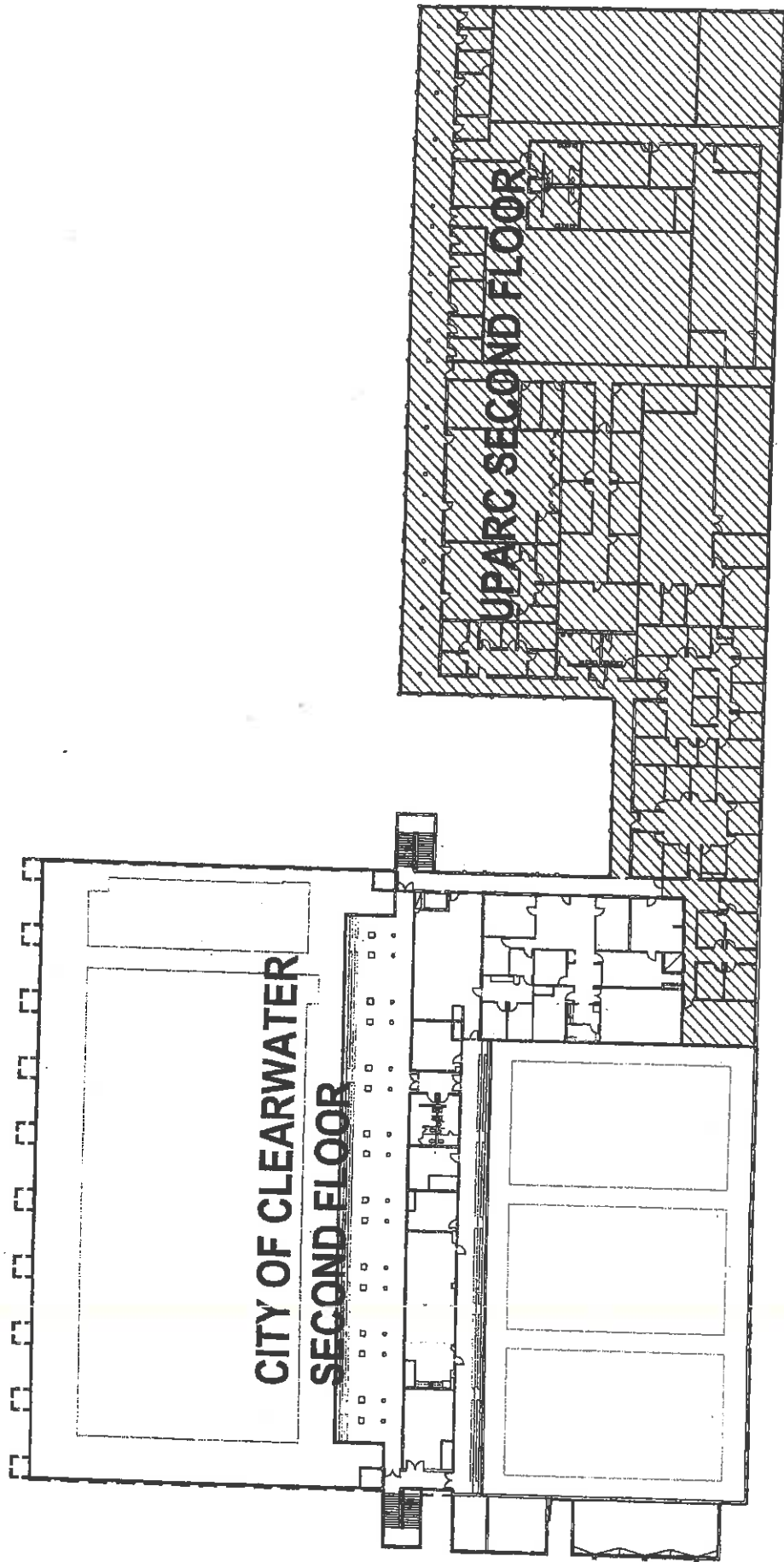
Period from/period to

1 "B" Building Meter	136,320	#1	
4 Pool Meter	25,610	#4	
5 Football Lights	1,130	#5	
3 Center Share of Perimeter Lights	3,860	1,365	#3
			(#3-#5) 2,730
Center's Monthly KWH	164,425	#1+#4+#5+(#3-#5/2)=LC	
UPARC'S Monthly KWH	283,130	118,705	(#3-#5)/2 1365
			M - LC
TOTAL KWH	<u>283,130</u>		
UPARC'S KWH	118,705		
TOTAL KWH	283,130		
UPARC'S USAGE %	<u>41.93%</u>		
CENTER'S KWH	164,425		
TOTAL KWH	283,130		
CENTER'S USAGE %	<u>58.07%</u>		
Statement Amount	<u>\$19,089.40</u>		
UPARC'S SHARE	\$8,003.42		
CENTER'S SHARE	\$11,085.98		
TOTAL STATEMENT AMOUNT	<u>\$19,089.40</u>		

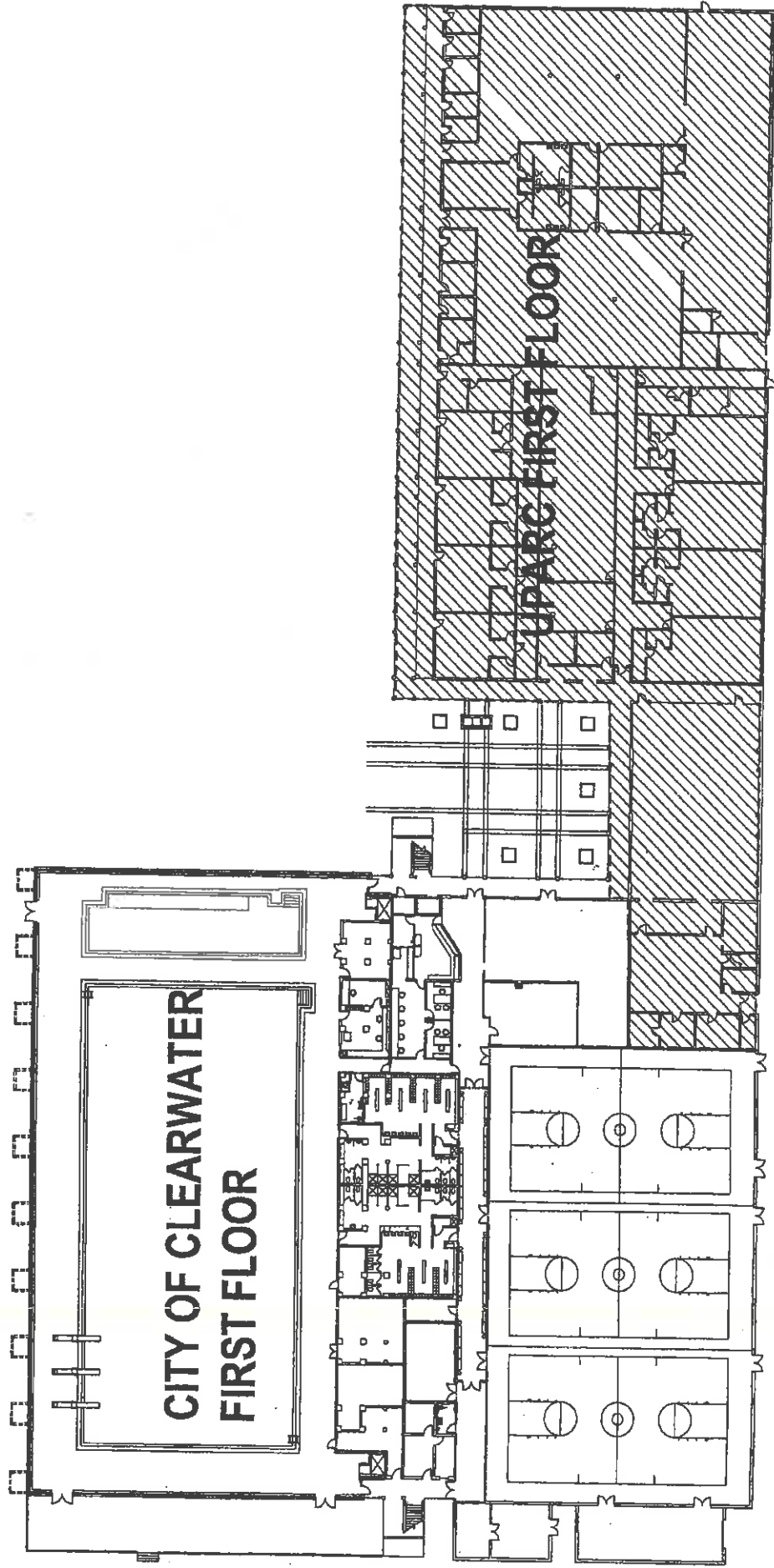
Make Check Payable to: "CITY OF CLEARWATER"
Attention:
P O Box 4748
Clearwater, FL 33758-4748

INVOICE DUE UPON RECEIPT

1



LONG CENTER FLOOR PLAN



**LONG CENTER FLOOR PLAN
EXHIBIT B**

Exhibit "A"

Legal Description

A tract of land lying within the Northwest 1/4 of Section 7, Township 29 South, Range 16 East, Clearwater, Pinellas County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 7; thence S 89°35'50" E, along the North line of the Northwest 1/4 of said Section 7, for 55.00 feet to the East right-of-way line of Belcher Road; thence S 00°04'51" E, along said East right-of-way line and along a line being 55.00 feet East of and parallel to the West line of the Northwest 1/4 of said Section 7, same also being the bearing basis of this description, for 480.50 feet to the Southwest corner of that property described in O.R. Book 6247 on page 1429 and being the Point of Beginning; thence S 89°35'50" E, along the South line of said property, and along a line 480.48 feet South of and parallel to the North line of said Northwest 1/4, for 390.04 feet to the center of a sanitary manhole; thence continue S 89°35'50" E, along said parallel line, for 272.65 feet to the centerline of a creek; thence southeasterly approximately 850 feet along said centerline, same also being the westerly bounds of that certain property described in O.R. Book 5851, on page 1012, the following nine (9) courses being used for closure purposes; (1) thence S 33°42'24" E, for 10.60 feet; (2) thence S 20°46'23" E, for 139.50 feet; (3) thence S 01°02'42" E, for 100.92 feet; (4) thence S 26°41'04" E, for 42.96 feet; (5) thence N 83°42'51" E, for 33.70 feet; (6) thence S 65°53'11" E, for 50.08 feet; (7) thence S 54°52'27" E, for 146.40 feet; (8) thence S 47°12'36" E, for 199.78 feet; (9) thence S 79°53'47" E, for 93.99 feet; thence, leaving said creek centerline, S 89°36'10" E, for 95.00 feet to the perpendicular intersection with the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 7; thence S 00°23'50" W, along said East line, for 324.98 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 7; thence N 89°44'07" W along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 7, for 232.83 feet to a point on the northeasterly right-of-way line of a 60.00 foot Seaboard Coast Line Railroad right-of-way; thence N 72°45'16" W, along said northeasterly line, for 1085.20 feet to the East right-of-way line of Belcher Road; thence N 00°04'51" W along said East line and along a line 55.00 feet East of and parallel to the West line of the Northwest 1/4 of said Section 7, for 539.23 feet to the Point of Beginning, and containing 15.78 acres, more or less.

2. If to Agency, addressed to UPARC, Chief Executive Officer, 1501 North Belcher Road, Clearwater, FL 33765.


ARTICLE VIII. EFFECTIVE DATE

The effective date of this agreement shall be as of the first day of October 2004.

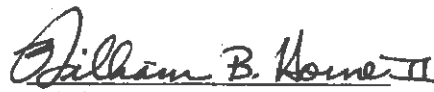
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th day of October, 2004.

Countersigned:

CITY OF CLEARWATER, FLORIDA



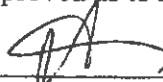
Brian J. Augst
Mayor

By: 


William B. Horne, II
City Manager

Approved as to form:

Attest:




Laura Lipowski
Assistant City Attorney



Cynthia E. Goudeau
City Clerk

THE UPPER PINELLAS ASSOCIATION FOR RETARDED CITIZENS, INC

By: 

Printed Name: Thomas J. Buckley
Chief Executive Officer

FIRST AMENDMENT TO AGREEMENT

THIS Amendment to that certain Agreement ("Agreement") dated October 18, 2004, is hereby made and entered into on August 27, 2008, 2008; between the CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida, ("City") and THE UPPER PINELLAS ASSOCIATION FOR RETARDED CITIZENS, INC., a Florida non-profit corporation, ("Agency").

WHEREAS, City and Agency agree to amend the Agreement between the two parties to decrease the area to be occupied and used by Agency; and,

WHEREAS, the Agency's responsibility for certain costs related to its use and occupation shall be correspondingly decreased on a pro-rata basis.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. The City and Agency agree that certain areas of the building will be returned to the City for the City's use in conjunction with the Center as reflected in Amended Exhibit "B", attached hereto and incorporated herein. Amended Exhibit "B" shall supersede Exhibit "B" in all respects and shall be binding on the parties.

2. Article II, Paragraph 5(a)(2) is amended to provide that the Agency pay 40% of the following enumerated costs and shall read: For the following items that are shared with the City, the Agency will be billed monthly to pay 40% of the bill, payable by the 20th of the month.

- Water - domestic (excludes pool water)
- Sewer
- Storm Water
- Gas (for hot water heater boiler)
- Utility Tax
- Fire Alarm Maintenance
- Electricity (excludes the aquatic facility, athletic field lights, playground lights and concession area meters)

3. Article II, Paragraph 5(c) is amended to provide that Agency no longer be responsible for air conditioner and roof capital maintenance and shall read as follows: The Agency will provide replacement maintenance for all major capital components of the building including painting, plumbing and electrical for all areas described in Exhibit "B".

4. Article III, Paragraph 2(f) is added to provide that the City shall be responsible for air conditioner and capital maintenance and shall read as follows: The City shall provide for replacement maintenance for all major capital components of the roof and HVAC system for all areas of the Center, including the area as described in Amended Exhibit "B".

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank V. Hibbard
Frank V. Hibbard
Mayor

By: William B. Horne II
William B. Horne, II
City Manager

Approved as to form:

Laura Lipowski
Laura Lipowski
Assistant City Attorney

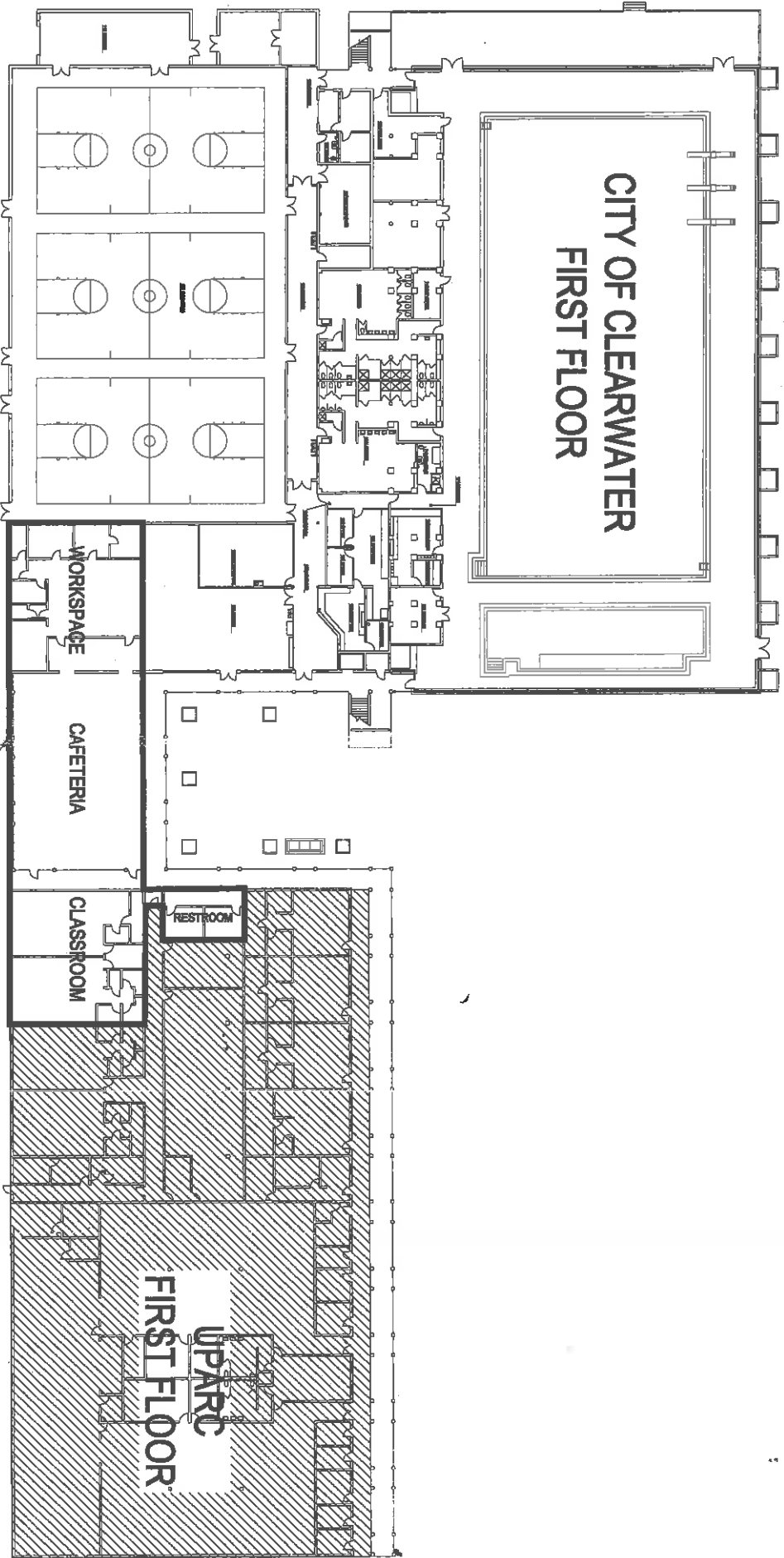
Attest:

Mary E. Deane, Deputy Clerk
for Cynthia E. Goudeau
City Clerk

THE UPPER PINELLAS ASSOCIATION
FOR RETARDED CITIZENS, INC.

By: Thomas J. Buckley
Printed Name: Thomas J. Buckley
Thomas J. Buckley, EdD
Executive Director
Upper Pinellas Association of Retarded Citizens





**LONG CENTER FLOOR PLAN
EXHIBIT B**

ADDITIONAL 8500 S.F. TO BE
USED FOR SENIOR CENTER

CITY OF CLEARWATER/ELECTRIC CHARGES

TO: Larry Torbert
Tom Buckley
FROM:
DATE:

MONTHLY ELECTRIC COMPUTATION

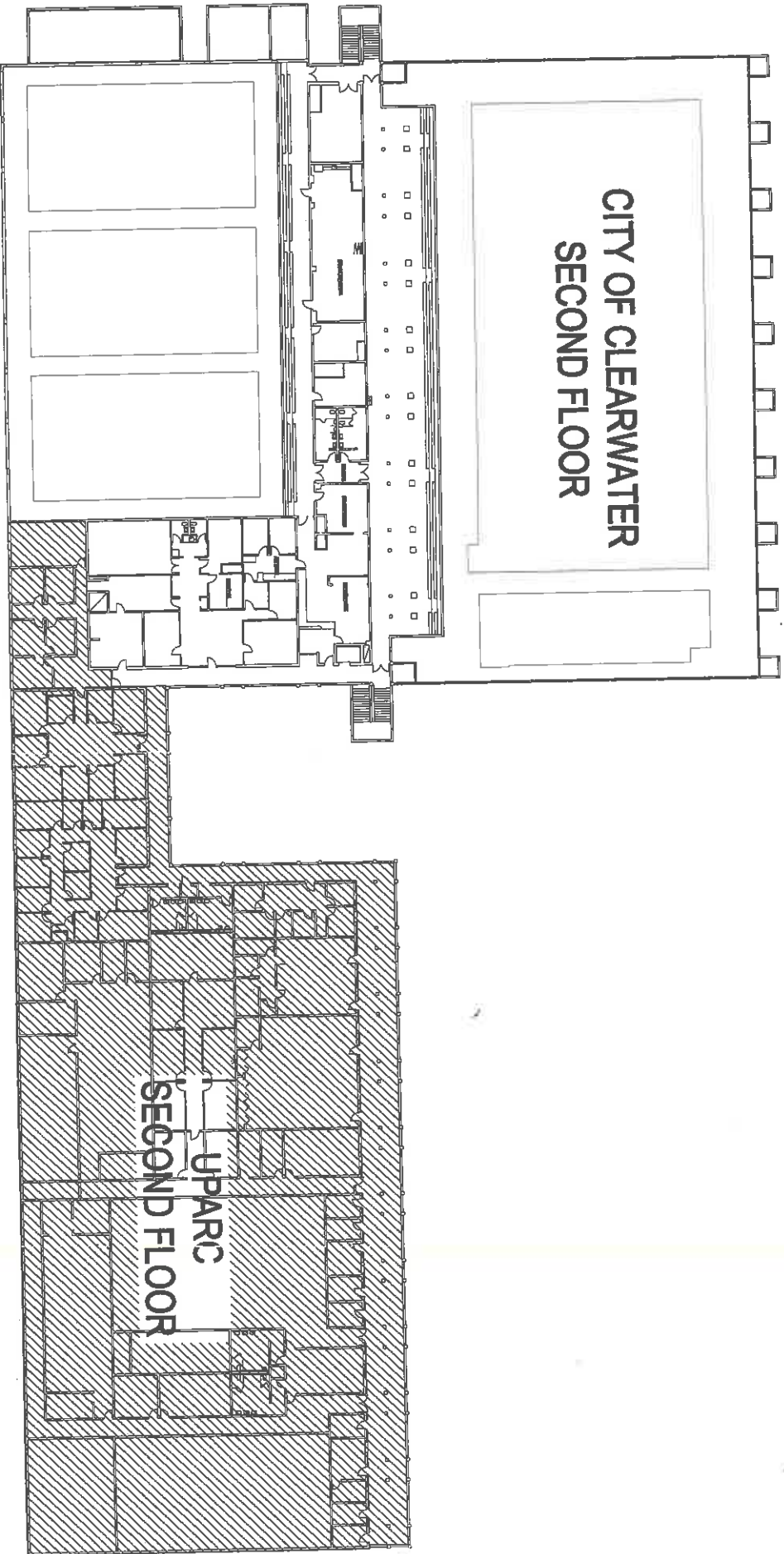
Period from/period to

1 "B" Building Meter		136,320		#1	
4 Pool Meter		25,610		#4	
5 Football Lights		1,130		#5	
3 Center Share of Perimeter Lights	3,860	1,365		#3	
					(#3-#5) 2,730
					(#3-#5)/2 1365
Center's Monthly KWH		164,425	#1+#4+#5+(#3-#5/2)=LC		
UPARC'S Monthly KWH	283,130	118,705	M - LC		
TOTAL KWH		<u>283,130</u>			
UPARC'S KWH		118,705			
TOTAL KWH		283,130			
UPARC'S USAGE %		<u>41.93%</u>			
CENTER'S KWH		164,425			
TOTAL KWH		283,130			
CENTER'S USAGE %		<u>58.07%</u>			
Statement Amount		<u>\$19,089.40</u>			
UPARC'S SHARE		\$8,003.42			
CENTER'S SHARE		\$11,085.98			
TOTAL STATEMENT AMOUNT		<u>\$19,089.40</u>			

Make Check Payable to "CITY OF CLEARWATER"
Attention:
P O Box 4748
Clearwater, FL 33758-4748.

INVOICE DUE UPON RECEIPT

1



CITY OF CLEARWATER
SECOND FLOOR

UPARC
SECOND FLOOR

LONG CENTER FLOOR PLAN
EXHIBIT B

FLORIDA POWER -- METER READINGS

Reading Date: 7/12/2004

#M	Main Meter	This reading:	<table border="1"><tr><td>0</td><td>2</td><td>1</td><td>7</td><td>3</td><td>2</td></tr></table>	0	2	1	7	3	2		
0	2	1	7	3	2						
		Last Month Reading:	<table border="1"><tr><td>0</td><td>2</td><td>0</td><td>5</td><td>0</td><td>1</td></tr></table>	0	2	0	5	0	1		
0	2	0	5	0	1						
			1 2 3 1	x 230	<u>2 8 3 1 3 0</u> KWH						
#1	B Meter (#1 Meter)	This reading:	<table border="1"><tr><td>0</td><td>0</td><td>4</td><td>3</td><td>3</td><td>1</td></tr></table>	0	0	4	3	3	1		
0	0	4	3	3	1						
		Last Month Reading:	<table border="1"><tr><td>0</td><td>0</td><td>3</td><td>7</td><td>6</td><td>3</td></tr></table>	0	0	3	7	6	3		
0	0	3	7	6	3						
			5 6 8	x 240	<u>1 3 6 3 2 0</u> KWH						
#2	Kitchen Meter (#2 Meter)	This reading:	<table border="1"><tr><td></td><td>3</td><td>4</td><td>8</td><td>9</td><td>1</td></tr></table>		3	4	8	9	1		
	3	4	8	9	1						
		Last Month Reading:	<table border="1"><tr><td>0</td><td>3</td><td>4</td><td>8</td><td>9</td><td>1</td></tr></table>	0	3	4	8	9	1		
0	3	4	8	9	1						
				x 240	<u>3 2 0</u> KWH average						
#3	BS Meter Site/Sports)	This reading:	<table border="1"><tr><td></td><td>7</td><td>5</td><td>7</td><td>9</td><td>1</td></tr></table>		7	5	7	9	1		
	7	5	7	9	1						
		Last Month Reading:	<table border="1"><tr><td>0</td><td>7</td><td>5</td><td>4</td><td>0</td><td>5</td></tr></table>	0	7	5	4	0	5		
0	7	5	4	0	5						
			3 8 6	10	<u>3 8 6 0</u> KWH						
#4	BP Meter (pool)	This reading:	<table border="1"><tr><td>1</td><td>6</td><td>8</td><td>4</td><td>1</td><td>1</td></tr></table>	1	6	8	4	1	1		
1	6	8	4	1	1						
		Last Month Reading:	<table border="1"><tr><td>1</td><td>6</td><td>5</td><td>8</td><td>5</td><td>0</td></tr></table>	1	6	5	8	5	0		
1	6	5	8	5	0						
			2 5 6 1	10	<u>2 5 6 1 0</u> KWH						
#5	FL Meter (Football Lights)	This reading:	<table border="1"><tr><td></td><td>2</td><td>2</td><td>8</td><td>2</td><td>6</td></tr></table>		2	2	8	2	6		
	2	2	8	2	6						
		Last Month Reading:	<table border="1"><tr><td>0</td><td>2</td><td>2</td><td>7</td><td>1</td><td>3</td></tr></table>	0	2	2	7	1	3		
0	2	2	7	1	3						
			1 1 3	10	<u>1 1 3 0</u> KWH						

Fowler Associates Architects, Inc.

1421 Court Street; Suite D

Clearwater, Florida 33756

Stephen R. Fowler, AIA, NCARB

Florida Registration: AR0005441

09 January 2023

The Arc of Tampa Bay

1501 N. Belcher Road

Clearwater, Florida 33765

Attn: Ms. Carolyn Reginilli

Re: Interior Remodeling

Dear Carolyn,

Thank you for the opportunity to be of service to the Arc. We are always very impressed with the facility and the everyday help you and your staff bring to our special needs community.

We understand the scope of the work is to provide design services:

1. To remodel the existing workshops into three classrooms in each bay and an additional smaller classroom within the existing warehouse area. These classrooms are to include built-in storage units at the perimeter and windows for observation. Please note that with the change of use to classrooms, certain additional exiting criteria will come into play.
2. Connect the new classroom areas through the existing storage rooms.
3. Repurpose the existing office next to the Volunteer's office into restroom(s); either one unisex, ADA compliant facility or two smaller restrooms.
4. Install a new non-vented hood for the existing teaching kitchen range on the second floor

Our compensation for this work is as follows:

- **Transfer of Documents:** Reuse the architectural drawings and information from our construction documents from 2016. N/C.

- **Schematic Design:** Provide floor plan and interior elevations of the areas that are to be remodeled along with plumbing fixture selection for your review/input/comments:..... \$2,150.00.
- **Design Development:** Refine the plans and elevations after review by your staff and facility users: \$800.00.
- **Contract Documents:** The drawings and specifications for the bidding, permitting and constructing the improvements:. \$3,950.00.
- **Contract Administration:** Make periodic visits to the construction areas, respond to issues and questions from the contractor and review the contractor's applications for payments. This will be charged on a per visit amount of \$200.00 per visit, two visits per month, with an anticipated construction time of six months. \$2,400.00.

TOTAL COMPENSATION: **\$9,300.00.**

Not included in the above are landscape design and details which will be provided by you, costs associated with plotting, printing and duplication of documents, long distance communication charges, if any, and any out of pocket costs associated with this work.

We believe a realistic timeline should be as follows:

Preliminary and schematic design for Owner's review/comments: . 3 weeks
 Review and comments by owner: 1 week
 Construction documents:..... 5 weeks
 Final; Owner's review, bidding and permitting:..... 6 weeks
 Construction time:..... 6 months

Should the scope of the project change or revisions be necessary after the design has been approved, these will be invoiced at an hourly rate depending on the individuals involved and are as follows:

Principal Architect:..... \$200.00/hr.
 Technical & Drafting Personnel: \$125.00/hr.
 Secretarial & Office Personnel: \$60.00/hr.

Any changes made to the permit/construction documents either by the Owner or Contractor, without the written knowledge of the Design Professionals, absolves all responsibility for those changes without proper

authorization by the Design Professionals of record. In recognition of the relative risks and benefits of the project to the Client/Owner and the design professionals, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of the design professionals to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses or claim expenses from any cause, or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Design Professionals to the Client shall not exceed the Design Professional's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Again, we sincerely appreciate the opportunity to offer our services and to work on this project. If this meets with your approval, please sign as indicated below and we will initiate preliminary documents for your review.

Carolyn, I hope this will answer any questions you may have. If not, however, please feel free to give our office a call; and again, thank you for the opportunity to work with you and your staff.

Regards,

Stephen R. Fowler, AIA, NCARB
SRF: mf

Approved: _____ Date: _____



Kimnich ■ Smith

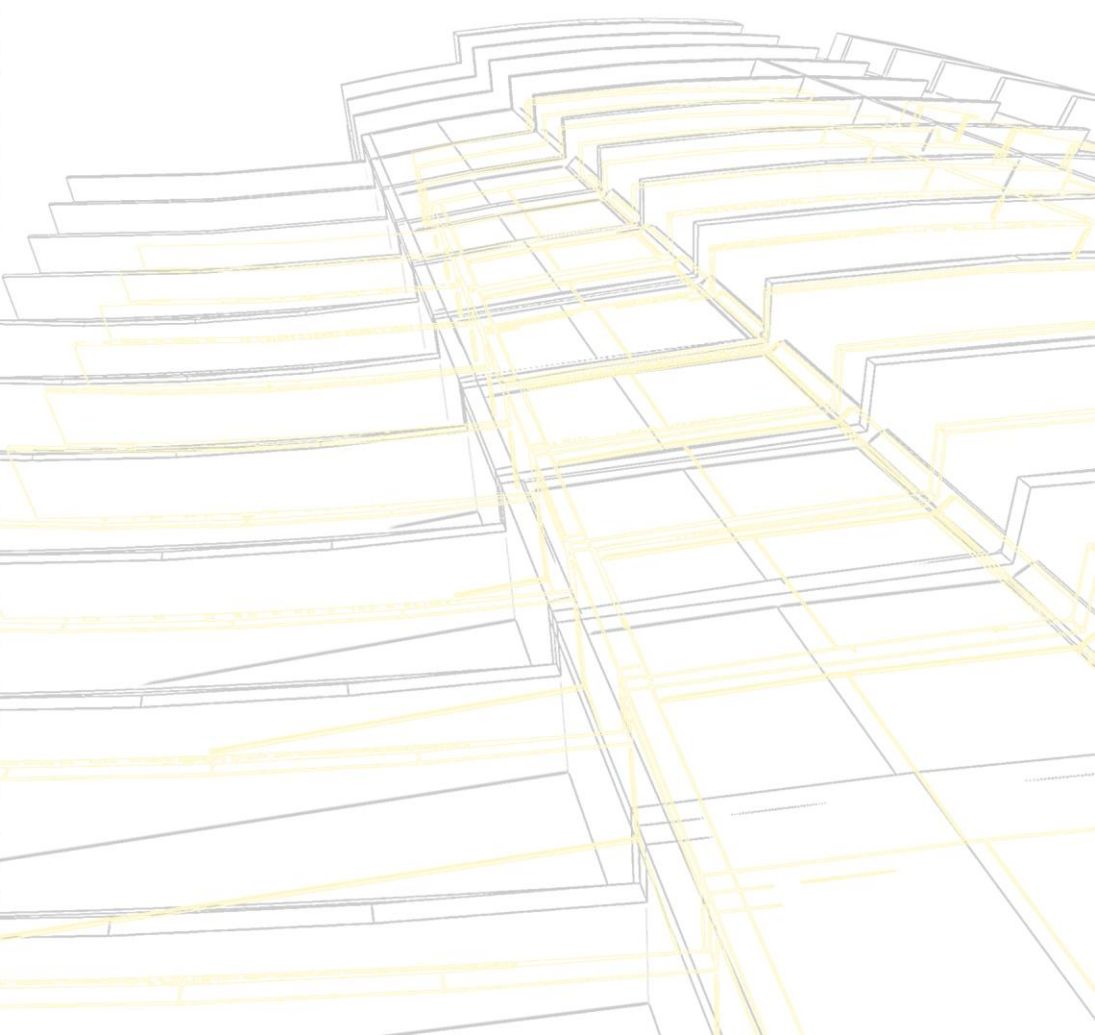
ARCHITECTURE

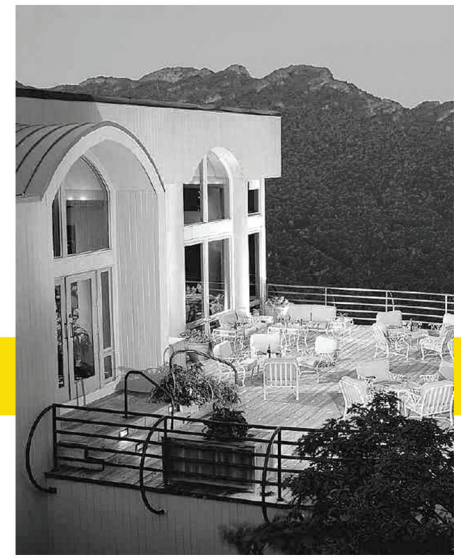
Proposal for Architectural Design Services

The Arc Renovation at the Long Center

1501 N. Belcher Road
Clearwater, FL 33765

Ms. Carolyn Reginelli
December 1, 2022





About Us

Kimmich | Smith Architecture, LLC is a full service Architecture firm located in the northern Tampa Bay area. Established in 2017, the Principals and staff of Kimmich | Smith Architecture, LLC bring more than four decades of combined experience through which they have continued to surpass the expectations of their clients with exceptional design solutions and excellent client services.

The cornerstones of our design philosophy at Kimmich | Smith Architecture, LLC are represented by strong and loyal client relationships, visionary design response in building solutions and evidence based design methodologies. These pillars combine to create an entity that provides unmatched client services, creative problem solving and a transformed end-user experience. Architecture at its core is a service to people, transforming a space to impact the lives of those who experience it in a new way.

At Kimmich | Smith Architecture, LLC we believe in an early assemblage of strong team members including contractors and other design professionals, specialists and engineers. This collaborative approach leads to a more uniformly developed and coordinated project that aligns itself with the budgetary constraints along the design process.

In an effort to provide better design documents, aiding in coordination efforts and providing the ability to study designs and objects in 3D, KSA has employed Revit (BIM) as a design tool for all of our work. We find this helps in the internal coordination of our own documents, coordination with consultants – whether or not they are using Revit – as well as an improved visual aid tool in explaining and conveying designs to clients.

ARCHITECTURE at its core is a service to people,

... **transforming** a space + **impacting** how it's experienced.

Mission

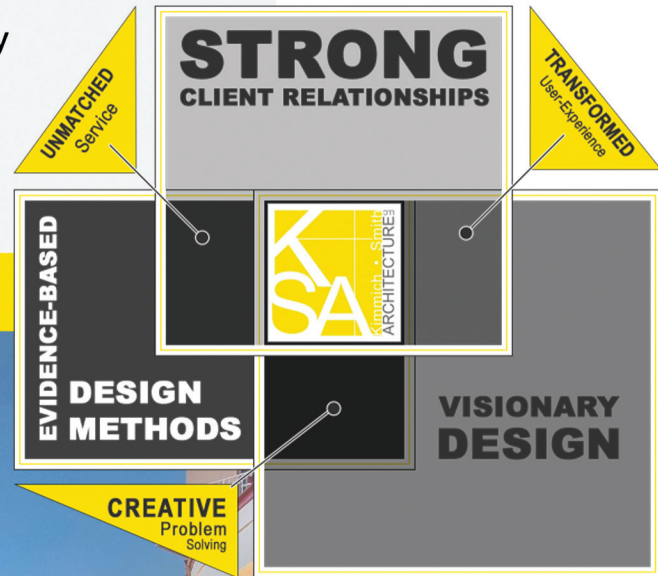
To provide lasting and meaningful design solutions that seek to improve a community while fostering business relationships that endure beyond a single project.

Design Philosophy

- Designing for People
- Research and Evidence-Based Design
- Really Listening to the Needs of the Client
- Creating a Sense of Entry, Form and Order to the Design
- Design in Response to Context, Culture & Regional Influences

Values

Unmatched Service	Strong Client Relationships	Transformed User Experience
Evidence-Based Design Methods	Creative Problem Solving	visionary Design



December 1, 2022

Carolyn Reginelli
Grant Writer
The Arc Tampa Bay
1501 N. Belcher Road
Suite 249
Clearwater, FL 33765

Re: The Arc Renovation at the Long Center

Dear Carolyn,

We would like to thank you again for this opportunity and for considering Kimmich | Smith Architecture, LLC for your renovation project at the Long Center. We have a great reputation in responsive design and commitment to our customer's success. We pride ourselves on customer service and creating and establishing long-term loyal business relationships and hope to gain you and your future business as well.

Project Data:

<u>Project Location:</u>	1501 N. Belcher Road
<u>Proposed Use:</u>	The building is currently used to provide educational services and opportunities to adults with disabilities. Occupancy and uses vary by room and sector.

Scope of Work:

Our understanding of the scope of work is based upon the information received via email on 10.18.22 and also our site visit on 11.06.22.

1. 2nd Floor Classroom:
 - a. Provide 1-2 new residential grade electric cooktops. Power for said cooktops already exist. Drawings shall be provided to provide proper hood ventilation for cooktops with likely penetration through the roof deck above. Reinforcement of the new roof opening will be required.
 - b. A 3-compartment sink will be required due to cooking activities, along with under-counter grease trap.
 - c. A new dishwasher shall be provided.
 - d. Due to cooking activity, there may also be a requirement for modification to the 'type' of ceiling material used in the cooking area.
2. 1st Floor Restroom addition:
 - a. A single-use ADA compliant Restroom shall be designed to be added in the existing smaller room inside the existing Room labeled as Rm 163, Volunteer Office. The intent will be to simply fit this within the existing walled area.
3. 1st Floor Workshop Areas:
 - a. In both East and West sides the intent will be to provide full height new partitions, run along the column lines, extended up to the structure above.

- b. The walls will break each side into 3 spaces, while allowing +/- 10' at the end for a walk way.
 - c. New ceilings and LED lights throughout.
 - d. Optional vision panels in partitions - Client to advise.
4. New Classroom:
 - a. Located as an attached Classroom to the south side of the 'Thingamabrary'. Client to advise on required width of hallway to keep in existing Warehouse space for passing of goods.
5. Proposed Staff Lounge area:
 - a. Wall between rooms is noted as a Structurally bearing wall, a walk-through could be provided with a structural header.
6. Current Classroom north of 'Thingamabrary' noted to be divided:
 - a. Wall between rooms is noted as a Structurally bearing wall, a walk-through could be provided with a structural header. A Single large opening would require much more structural effort and cost and is at this time excluded from our proposal, but may be added later if desired.
7. Culinary Institute, 1st Floor:
 - a. It is understood that space will be designed/laid out by a specific Kitchen Designer. KSA will use their approved plan for the Culinary teaching area as well as the cafe and develop permit plans accordingly.
 - b. It is anticipated that the specifications for all equipment will be provided to KSA by the Kitchen Designer.
 - c. KSA will provide design for the remainder of the space including flooring, wall finishes, ceilings, lighting and coordination with Kitchen Designer.
 - d. New Storefront Window and Entry will be provided in the exterior wall of the Cafe for visibility and access.
 - e. A grease trap will be necessary for this as well. This shall also be under the Civil Engineering Scope, price/scope noted here, but should we move forward, the Civil Engineering services will be provided separate and direct to Client.
 - f. Without a design our fee is based on best estimate of effort required. Should extensive differences in effort be required in the final Kitchen Design, additional services may be required.

Our fee is based on the understanding that this shall all be performed as one phase, additional phases shall require additional services.

Please note: If Client does not have accurate drawings of existing conditions, drawings may be provided as an additional service, as requested by Client.

Project Phases:

1. Concept/ Schematic:

Consists of preliminary floor plans, building sections, building elevations and can sometimes include physical or 3D models/renderings or sketches etc. as requested. Preliminary selections of building systems, HVAC types, overall structural system election and preliminary discussions with consulting engineers are involved for initial feedback to the layouts and designs.

2. Construction Documents/ Permit Drawings:

Once the Previous Phase is approved by Owner, this phase takes the approved plans and fleshes out the final and necessary detailing and coordination with all consulting engineers to develop the permit and construction set of documents. This will include the final Mechanical, Electrical, Structural and Architectural Drawings required for Permit and Construction.

3. Contract Administration (Construction Phase):

During Construction site visits will be made as requested or at reasonable intervals based on construction phase. Site visits will be for observation only to verify that the construction is in general conformance to the Contract Documents. As questions arise on site, Requests for Information will be answered within 10 days and Product Submittals will be reviewed within 14 days. As necessary, sketches and other additional information may be issued to provide clarity to a solution on site.

Included within this Proposal for this Phase:

1. Responses to RFI's as required
2. Submittals and Shop Drawings will be reviewed a maximum of 2 times, after which will incur additional service charges.
3. Review of Pay Apps as required
4. Drawing sketches to clarify or address issues are included, however substantial redesigns will incur additional service charges.
5. Site visits will be billed per occurrence as outlined below, as requested/required.
 - a. Architect shall provide 1 site visit during design phase and site visits during construction phase as required. Additional provided as requested per fee schedule below.
 - b. MEP and Structural Engineer shall provide site visits during construction at a T&M basis as requested/required.

Fees:

	Total Arch Fee	Consultant FEES		Total By Phase
		Structural Kimley Horn	MEP Kimley Horn	
	\$56,475.00	\$5,100.00	\$24,000.00	\$85,575.00
Schematic Design	\$16,942.50		\$6,500.00	\$23,442.50
Contract Documents	\$39,532.50	\$5,100.00	\$17,500.00	\$62,132.50
Construction Administration Billed monthly - Dates will vary	Hrly NTE \$15,000	Hrly	Hrly NTE \$16,500	Hourly
Sub Total:	\$56,475.00	\$5,100.00	\$24,000.00	\$85,575.00

Additional Services				Selected Add'l Serv
Site Visits as Requested	\$900/Visit/Person	Billed Hourly	Billed Hourly	\$0.00
Grand Totals:	\$0.00	\$0.00	\$0.00	\$0.00

*Not included in our agreement is, Landscape Architecture, Geotechnical, Survey and **Civil engineering**, Building Envelope/ Waterproofing consultant, Low voltage/ CCTV/ Tech consultant, Acoustical Engineering or any other specialty engineering or consultant. Client will contract directly with Civil Engineer.*

Fee will be honored for 60 days from issuance

Additional Services:

Kimmich | Smith Architecture, LLC will provide Additional Services outside the above-mentioned scope based either on the hourly rates outlined below or on a separately agreed upon contract.

Service

Potential Additional Services

Hourly Rates:

Principal:	\$225/Hr
Project Architect	\$175/Hr
Sr. Const. Administrator	\$120/Hr
Drafter/ Tech Staff:	\$110/Hr
Administrative:	\$65/Hr

- Scope outside noted items here within
- Significant changes to previously approved design

Reimbursable Expenses:

Expenses such as Travel, with associated Lodging and/or meals, reproduction, shipping and delivery shall be billed at a rate of 1.1 times the same.

Summary

We greatly appreciate the opportunity to partner with you in this project and are looking forward to working together.

Once you have had a chance to review, we would love the opportunity to further discuss the proposal with you, we are flexible and want to be sure everything works for you as well. If this proposal meets with your approval, please sign, date and return which will indicate to us the Notice to Proceed with the work.

Sincerely,



Kimmich | Smith Architecture, LLC

Justin Kimmich, NCARB, AIA
President
Kimmich | Smith Architecture, LLC

Carolyn Reginelli

Date

Attachments:

1. Kimley Horn Proposal for MEP and Structural
*Please note that Civil is excluded from our proposal.

General Terms and Conditions of the Contract

1. Unless otherwise stated in the Project Proposal, Kimmich Smith Architecture, LLC (Architect) will initiate and coordinate with all consultants but it will be the responsibility of the Owner to engage in contract with all consultants, including Mechanical, Electrical, Plumbing, Structural and any other specialty consultant or engineer deemed necessary for a complete design. Architect shall have the right to rely upon the accuracy of those documents provided by the Owner's Consultants.
2. Unless otherwise stated in the proposal invoicing and payments will be on a monthly basis. When retainers are requested the sum of that retainer will be applied to the last billing of the project. Any late payments not rendered in a reasonable fashion, may at the discretion of Architect, be subject to an interest rate on the delinquent amount at a rate of 1.5% monthly.
3. Unless otherwise stated in the proposal, Costs outlined in the proposal are valid for 30 days from date of issue.
4. **Ownership of Documents:** All documents produced by Kimmich Smith Architecture, LLC under this agreement shall remain the property of Kimmich Smith Architecture, LLC and may not be used by the Client for any other endeavor without the written consent of Kimmich Smith Architecture, LLC.
5. Architect does not and cannot warrant Project Cost Estimates.
6. Architect carries insurance coverage consistent with industry standards however should Owner require additional coverage, Owner shall provide in writing the request, the additional required, and the acknowledgment that Owner shall reimburse Architect for the insurance premiums associated with the request.
7. Regarding Construction Administration Services:
 - a. On-site visits shall be performed either as requested or as necessary given the current phase of work. On-site visits shall be for the limited purpose of observing the work performed by the Contractor to be in general conformance with the design intent of the documents; the observation is neither exhaustive nor a warranty of work performed by the Contractor. Means and Methods of construction as well as on-site safety shall remain the Contractor's responsibility.
 - b. Architect does not have the right to stop the work.
 - c. Architect will review and take appropriate action on the Shop Drawings only after the Contractor has first reviewed and Approved. Shop Drawing review shall be only to verify general conformance to design intent and documents but shall not be to verify quantity, sizes, means and methods, or construction coordination with other trades.
8. Architect and Owner mutually waive any claims each may have against the other for consequential damages arising out of or relating to their agreement or the project for which Architect is providing design services.
9. Architect and Owner waive any rights against each other for damages that would otherwise be covered by property insurance.
10. Either party of this agreement shall have the right to terminate this agreement for cause or convenience given a min. of 7 day's written notice. If Owner terminates agreement, Owner shall remit to Architect all fees incurred for work rendered up to the time of termination in addition to termination expenses including the Architect's anticipated profit for work not performed.
11. **Access to Site:** Unless otherwise stated, Kimmich Smith Architecture, LLC will have access to the site for activities necessary for the performance of the services. Kimmich Smith Architecture, LLC will take precautions to minimize damage due to these activities, but has not included in the fee, the cost of restoration of any resulting damage.

12. **Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the Client and Kimmich Smith Architecture, LLC shall be submitted to non-binding mediation. Client and Kimmich Smith Architecture, LLC agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Failing mediation, the Client and Kimmich Smith Architecture, LLC agree to litigation in Hillsborough County Florida.
13. **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Kimmich Smith Architecture, LLC, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or cost attributable to the sole negligence or willful misconduct of Kimmich Smith Architecture, LLC.
14. **Termination.** Either Owner or Architect may terminate the contract upon the default of the other party and after providing the defaulting party with seven (7) days written notice and an opportunity to cure the default within such time period.
15. **Certifications:** Guarantees and Warranties: Kimmich Smith Architecture, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Kimmich Smith Architecture, LLC cannot ascertain.
16. **Limitations of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and Kimmich Smith Architecture, LLC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Kimmich Smith Architecture, LLC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$100,000 or amount of the fee, whichever is greater. Such causes includes, but are not limited to, Kimmich Smith Architecture, LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty
17. Owner may accept any proposal by signing and returning, making payments, or by a written Notice to Proceed.
18. The terms "Client" and "Owner" are used interchangeably in these General Conditions and refer to the entity that executed Architect's Proposal and is the record owner of the real property for which Architect is designing improvements.

**19. PURSUANT TO SECTION 558.0035, FLORIDA
STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT
OF ARCHITECT MAY NOT BE HELD LIABLE
INDIVIDUALLY FOR NEGLIGENCE.**

November 18, 2022

Justin Kimmich, AIA, NCARB
President
 Kimmich Smith Architecture
 2803 W Busch Blvd, Suite 101
 Tampa, Florida 33618

jkimmich@ks-arc.com

Re: Professional Services Agreement for the Renovation at The Arc Tampa Bay at the Long Center

Dear:

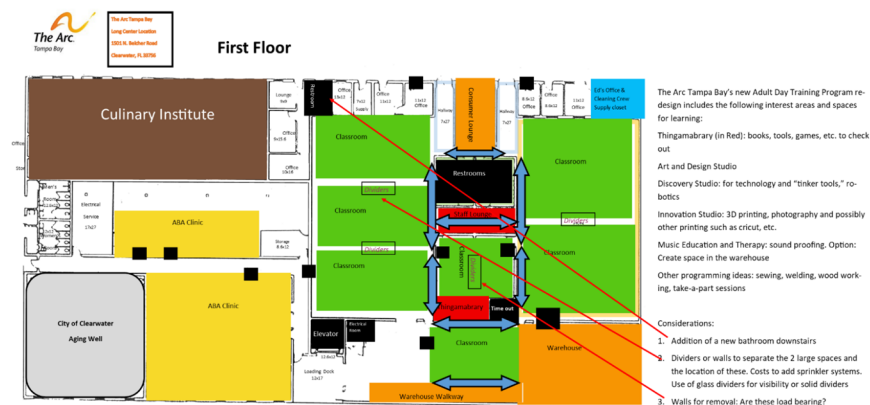
Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Kimmich Smith Architecture (“Client”) for providing the Mechanical, Electrical, Plumbing, & Fire Protection Engineering Services for the below referenced project.

PROJECT UNDERSTANDING

Kimley-Horn understands the Client is requesting Civil, Mechanical, Plumbing, Fire Protection, & Structural Engineering for the renovation and the Arc Tampa Bay. The following renovations are included in the scope of work outlines below.

It is our understanding one of the existing spaces will be renovated and modified for a culinary institute. As part of the renovation, new openings will be necessary in the existing exterior wall. At this time, existing structural plans are not available for our review. We anticipate the exterior wall is composed of concrete masonry and the interior slab is a concrete slab-on-grade.

Our scope of work is limited to providing design and construction documents for up to two (2) exterior wall openings and concrete slab repair for new plumbing pipes.





SCOPE OF SERVICES:

Kimley-Horn will provide the services specifically set forth below.

Task 1 - Mechanical, Electrical, Plumbing, & Fire Protection Engineering Services:

Schematic Design Phase

- Prepare preliminary HVAC estimates for heating and cooling equipment modifications.
- Prepare preliminary load estimates for adjusted Electrical demand based on areas being modified.
- Coordinate new mechanical and electrical equipment space requirements and coordination with the Architect / Owner.
- Provide preliminary calculations to determine any upgrades or alterations needed to the site utilities and coordinate with owner / Civil Engineer.
- Prepare Schematic Design narratives outlining the system modifications needed to accommodate the renovations outlined above. Narrative will include equipment sizes and information needed for preliminary owner pricing by contractor.
- Update SD narratives in response to review comments.
- Upon owner approval of the SD documents the project will proceed to the Construction Documents Phase.

Construction Documents Phase

- Prepare one CD progress submittal at approximately 50% CDs
- Respond to 50% Construction Document design review comments.
- Prepare one CD permit submittal at approximately 90% CD's. This submission is for permitting only and not for construction.
- Respond to 90% Construction Document design review comments.
- Submit 90% CDs for permit set only, not for construction.
- Prepare final Construction Document drawings and specifications for Bidding.
- Specifications will be prepared as standard sheet specs.
- Submit stamped and signed PDF drawings and specifications for plan approval and final building permit.
- Respond to plan review comments.

Construction Phase

- Site Visits and Construction Observation. Consultant will make visits up to 3 site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.
- Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.
- Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
- Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Task 2 – Structural Engineering Services**Construction Documents Phase Services**

- Perform one (1) site visit to review existing structural framing and verify feasibility of proposed renovation.
- Participate in coordination of the structural documents with architect, mechanical, electrical, and plumbing disciplines within the overall coordination led by the architect. Coordination will be limited to one (1) plan update.
- Review the effect of secondary or non-structural elements that are attached to, but not included in, the primary structural system and design the structure to accept and support such items.
- Designate elements to be designed by a delegated engineer such as product approved items, prefabricated exterior architectural canopies, open web steel joist, light gage cold-form steel, and aluminum components. Specify type of element and position within the structural system. Specify the structural design criteria for the delegate engineer's design. Specify required submittals from the delegated engineer for the design team review.
- Perform structural analysis and design of the primary structural system for gravity and lateral forces.
- Prepare Construction Documents sufficient to submit for permit utilizing Autocad illustrating details necessary to construct the primary structural system, including:

- Structural notes
- Wind pressure diagrams
- Partial Foundation and slab on grade plan
- Typical details
- Opening details
- Connection details
- Perform internal quality control checking and coordination of the structural documents.
- Value engineering services is not included in our scope of work. At the Client's request, we may provide these services an additional service.

Permitting Services

Kimley-Horn will provide the following scope of services as part of the Permitting Phase:

- Submit Construction Documents and calculations prepared in Task 1 to Client for submission to City of Tampa building department.

Limited Construction Phase Services

Kimley-Horn will provide the following scope of services as part of Construction Phase:

- Assist in developing construction submittal review and coordination procedures. Review of the Contractor's proposed construction submittal schedule.
- Review submittals pertaining to items designed by Kimley-Horn as the structural engineer of record.
- Perform limited review of submittals pertaining to elements not part of the primary structural system, including elements designed by delegated engineer's or others. Review will be limited to determination of conformance to the design criteria listed within the Structural Construction Documents and that the submittal bears the appropriate professional seals.
- Provide interpretation of Structural Construction Documents by responding to Contractor's requests for information (RFI's).
- Review reports from testing and inspection agencies to determine if the reported item of work is in general conformance with the Structural Construction Documents. Initiate appropriate action in response to those reports, if required.
- Site visits and owner/architect/contractor meetings are not included as part of our services. However, at the Client's request, we may provide these services as an additional service.

Task 3 – Civil Engineering Services

Civil Construction Documents

Based on the approved Architectural Plan by others, Kimley-Horn will provide engineering and design services for the preparation of site construction plans for on-site improvements. The construction documents will contain the following:

Cover Sheet

The cover sheet includes plan contents, vicinity map, legal description, and team identification.

General Notes

These sheets will provide general notes for the construction of the project.

Existing Conditions / Demolition Plan

Consisting of the boundary, topographic, and tree survey provided by others. This sheet will include and identify the required demolition of the existing items to be cleared, demolished and/or removed prior to construction of the proposed site and facilities improvements.

Stormwater Pollution Prevention Plan

This sheet will include and identify stormwater best management practices for the construction of the proposed site including erosion and sedimentation control measures. This sheet will also show stormwater management areas, applicable details, and specifications. This sheet may also be combined with the Existing Conditions/Demolition Plan sheets depending on the scope of the work.

Site Plan (Horizontal Control & Signing and Marking Plan)

Kimley-Horn shall prepare a Site Plan, as indicated above, with associated parking and infrastructure. Site Plan shall consist of the following: site geometry, building setbacks; roadway and parking dimensions including handicap spaces; landscape island locations and dimensions; existing storm water detention area locations and dimensions; boundary dimensions; dimensions and locations of pedestrian walks; signing and marking design.

Site work is limited to the disturbances cause by the utility design. Any additional site improvements to the existing sidewalk and parking lot will require an additional service.

Paving, Grading and Drainage Plan – Not Applicable

Kimley-Horn shall design indicate the following on the site plan; horizontal control; sidewalks; spot elevations and elevation contours; and construction details and specifications, and erosion and sedimentation control measures.

It is assumed that the project will be exempt from stormwater treatment and attenuation requirements, therefore, stormwater design is not included in the scope of this project. If the project improvements exceed the threshold limits and require stormwater design, Kimley-Horn can provide this as an additional service.

Utility Plans

Kimley-Horn shall prepare a plan identifying any existing utility locations on the utility plans as provided by the surveyor, and research applicable utility records for locations in accordance with best available information.

It is assumed that the existing utility connections have adequate capacity to serve the proposed site improvements. The utility design is limited to the utility connection requirements for the tenant split. If additional utility design is required, it will be provided as an additional service.

Kimley-Horn will meet with the project team to incorporate gas, electric, telephone and cable service connections into our utility plans for coordination purposes.

Civil Details and Construction Specifications

Kimley-Horn shall prepare construction details for site work improvements and erosion and sediment control measures. Typically, these details will correspond with City standard details. Standard FDOT details will not be provided but will be referenced throughout the plans.

A specifications package is not included in this scope of services as specifications are per the City and the FDOT. Preparation of detailed specifications to be supplied with the architect's specifications can be provided, per request, as additional services.

Permitting

Upon completion of the construction documents, Kimley-Horn will provide the following permitting services:

Prepare and submit on the Owner's behalf required permitting packages for review/approval of construction documents, and attend meetings required to obtain the following Agency approvals:

- City of Clearwater Site Development Permit
- Southwest Florida Water Management District (SWFWMD) ERP Exemption
- Florida Department of Environmental Protection (FDEP) (water and sewer exemption)

Kimley-Horn will provide up to three requests for information during the agency review process for obtaining the above permits.

Responding to requests for additional information beyond what is normal and customary, and responding to permitting issues beyond our control are outside of this scope of services and will be provided, as needed, as an Additional Service only after prior written authorization by Owner. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

Construction Phase Services

Kimley-Horn will be available to provide construction phase services, as requested. These services may include but not be limited to:

- Attend a team pre-construction meeting and the pre-construction meeting with the City.
- Attend bi-weekly construction meetings (anticipate 18-month schedule) at the request of the client.
- Review and approval of shop drawings and submittals required for the site improvements controlled by our design documents. This includes one review of shop drawings. Dedicated Fire Line shop drawings will not be reviewed as they will be reviewed by the licensed fire contractor class I, II or V.
- Review and reply to Contractor's request for information (RFI's) during construction phase.
- Kimley-Horn will visit the construction site during the duration of construction to observe and become familiar with the progress and quality of the civil components of work completed to determine if the work is generally being performed in accordance with the Civil Construction Documents. These site observation visits will be coordinated with the meetings on-site to reduce travel time to and from the site.
Kimley-Horn will not be required to make exhaustive or continuous on-site inspections/observations to check the quality or quantity of work, to monitor work safety requirements, or to redesign/remodel, revise construction drawings, or repermit due to

unknown field conditions encountered during construction or changes to elements of the work designed by others.

- Review inspection and TV reports, laser profiling reports and logs provided by the contractor for the civil related components, i.e. water, sewer, storm sewer, etc.
- Review and provide one set of comments to the Contractor for the As-Builts provided by the Contractor. The As-Builts are required to be signed and sealed by a registered Land Surveyor and must follow the County guidelines. Kimley-Horn will review the As-Builts, and coordinate with the Contractor to provide the level of detail necessary for the Engineer of Record's (EOR) certification. Kimley-Horn will also prepare Record Drawings only for Sanitary Sewer. Any other record drawings will not be provided unless requested by the Client or the City, in which case those Record Drawings will be deemed additional services.
- Prepare and submit certifications to FDEP for the potable water system and sanitary sewer system including incorporation of compliance data (i.e. signed and sealed As-Builts provided by others) and reports provided by the Contractor to meet FDEP requirements.
- Based on the above, Kimley-Horn shall submit a "Letter of General Compliance" and a "Letter of Storm Sewer Acceptance" for the civil related components of construction to the City, required for project Certificate of Occupancy (C/O), if required.
- Kimley-Horn will provide compliance certifications to regulatory agencies including a "Substantial Completion" and a "Final Completion" site visit with punch lists to the Client.

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of the contractor(s) will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

Task 4 – Meetings

Kimley-Horn will attend meetings and/or conference calls as requested by the Client. Meetings can be scheduled and held by the Architect, Client, Contractor, design team, and reviewing agencies throughout the duration of the project including the planning, design, permitting and construction phase. The meetings are described in the above and below tasks but will be invoiced out per this task. Meetings will only be attended at the request of the Client.

CLARIFICATIONS

- Our fee has budgeted that there will be no significant design changes after the approval of the SD narrative. If there are any significant design changes after the 100% DD deliverable, then additional design fees will be required.
- The project will be designed and permitted for a single phase of construction.

- Our team will coordinate with the architect for locating all plumbing fixtures for consultant to match layout and location.
- Our team will coordinate with the architect and the local lighting provided for all lighting and fixture layouts.
- Technology Design Services will have the design for the pathway and backboxes only.
- Revit Modeling will be that of LOD 300. Anything beyond that is excluded.
- Fire protection services will have the preparation of the fire protection system engineering documents for the issuance of construction permit. The fire protection systems engineering documents are limited to the governing requirements, from the applicable sections, of the Florida Department of State - Florida Administrative Code 61G15-32. Hydraulic calculations, sprinkler layout, final pump selection, will be the responsibility of the fire protection system contractor. Contractor's fire protection system layout documents shall follow the governing requirements from the Florida Department of State - Florida Administrative Code 61G15-32.
- Fire Alarm services the preparation of the fire protection system engineering documents for the issuance of construction permit. The fire protection systems engineering documents are limited to the governing requirements from, the applicable sections, of the Florida Department of State - Florida Administrative Code 61G15-32. Voltage drops calculations, detailed riser layout, final equipment selection, will be the responsibility of the fire protection system contractor. Contractor's fire protection system layout documents shall follow the governing requirements from the Florida Department of State - Florida Administrative Code 61G15-32.
- The project is zoned Institutional, it is assumed that the current use will not change.
- Water and Sewer service will be provided by the City of Clearwater. It is assumed that the existing infrastructure has adequate capacity to serve the proposed project. Utility design is limited to a grease trap connection. Any additional utility design will be an additional service.
- It is assumed that the proposed site work is limited to site disturbances caused by the utility design. Additional site work, including but not limited to, the modification of the existing sidewalk and parking lot or addition of impervious area is not included in this scope. Any additional site plan and/or site grading will be an additional service.
- Landscape Architecture is not included in this scope but can be provided as an additional service.
- Improvements to the site are not anticipated to exceed the exemption threshold for stormwater design. If the site improvements are modified and trigger stormwater design, it will be provided as an additional service.
- Offsite roadway and/or utility improvements are not included in the scope.
- Survey is by others.
- Geotech is by others.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not d in this Agreement:

- Aquatic Design for any pool or outdoor water feature.
- Utility Vault ventilation design.
Interior lighting design & photometrics shall be provided by the architect & or lighting consultant / Vendor.

- Technology design services beyond what is listed in this proposal.
- Design changes provided after final SD Narrative have been issued.
- Smoke control or Smoke evacuation design, rational analysis, or modeling.
- Detailed fire alarm or fire protection system layout and hydraulic calcs.
- Our Revit model shall be modeled to a level of development 300. Revit models shall not be used for any owner contractor pricing, estimating, take-offs, or contraction submittals without permission granted by Kimley-Horn.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services consultant can provide, but are not limited to, the following:

- Commissioning for LEED or Building Code.
- Additional typical unit layouts.
- Technology Design (access control, telecommunication, audio visual)
- LEED Design or Administration.
- Life Cycle Cost Analysis
- Cost Estimating
- Solar Photovoltaic Design
- Record Drawings
- Interior lighting design & photometrics
- Value engineering request, design changes, and meetings.
- Revit Modeling beyond standard LOD 300.
- Project phasing or fast track construction bid / documentation.
- Construction administration visits beyond what is listed in the scope above.
- As-built drawings or record drawings
- Civil Engineering Services
- Structural Engineering
- Buildout of retail spaces.
- Buildout of office spaces.
- Stormwater design and permitting
- Landscape Architecture
- Traffic Analysis
- Offsite improvements including roadway, utility, and stormwater
- Photometrics
- Value Engineering
- Preparing an Engineer's Estimate of Probable Cost or providing quantities (as this will be provided by the Contractor).

INFORMATION PROVIDED BY CLIENT

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Copy of owner & Architect agreement.
- Architectural & Structural pdf drawings and Revit models.
- All equipment data / cut sheets and specifications required by ownership for the areas being renovated.
- Lighting selections, locations, & fixture cut sheets provided by the architect or lighting consultant / vendor.
- Flow test for domestic and fire protection water systems.
- Landscape lighting design and fixture specifications provided by the landscape architect.
- Location of utility transformer and all site utilities for civil connections.
- Any as-builts or existing plans and documents.
- Boundary, Tree and Topographic Survey
- Geotech
- Environmental Reports
- Permit application and review fees
- Building elevations
- Building footprint

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule: The anticipated design schedule is expected to last for a duration of 3 months. Construction is estimated to last a duration of 12 months. The Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

FEE AND EXPENSES

Compensation for services will be a mix of lump sum and hourly basis tasks in accordance with the rates as specified in the table below. Labor fee will be billed on an hourly basis according to our then-current rates. The hourly budgets are not meant to be all inclusive or exhaustive and are estimates that are highly dependent on the level of effort required and/or requested by the Client, Municipalities, Architect and/or Contractor. As these budgets are expended, the Client will be informed, and additional compensation will be requested to continue to perform services beyond the estimated budgets. Kimley-Horn shall provide the services as outlined below:

TASKS	TYPE	FEE
1	Mechanical, Electrical, Plumbing, & Fire Protection Services	
	Schematic Design	Lump Sum \$6,500
	Construction Documents	Lump Sum \$17,500
	Construction Administration	Hourly Est. \$16,500
2	Structural Engineering Services	
	Construction Documents Phase Services	\$5,100
	Permitting Phase Services	Hourly
	Limited Construction Phase Services	Hourly
3	Civil Construction Documents	Hourly Est. \$6,500
	Permitting	Hourly
	Construction Phase Services	Hourly
4	Meetings	Hourly Est. \$7,500
	<i>Reimbursable Expenses</i>	<i>Allowance \$3,000 Est.</i>

All meetings will be billed separately to a maximum amount listed above. Meeting fee is not included in the Base lump sum fee.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client’s behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Kimmich Smith Architecture.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

___ Please email all invoices to _____

___ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Signed:

Printed Name: Clayton Scelzi

Title: Project manager



Signed:

Printed Name: Dawn M. Dodge, P.E.

Title: Associate

Kimmich Smith Architecture

SIGNED: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an

electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**(20) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES
RESULTING FROM NEGLIGENCE UNDER THIS
AGREEMENT.**

INITIAL MEETING

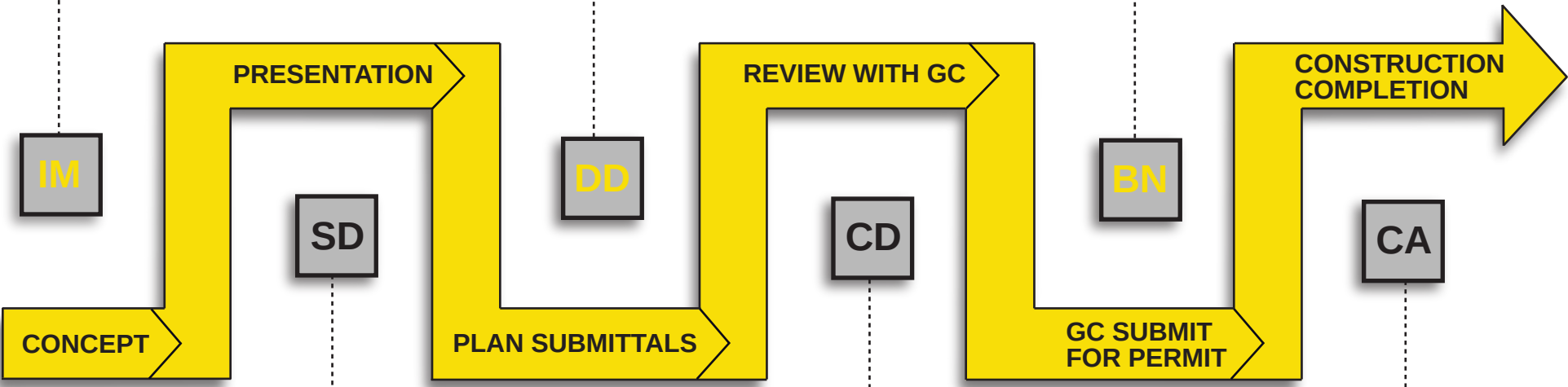
- At the beginning of every project we strive to understand our client's goals, vision and budget for the project. We will provide initial site planning, large scale programming in conceptual plans with some vision for what the whole project may begin to feel like as an initial concept.

BIDDING AND NEGOTIATION

- When the project requires this phase, as is not always the case, we will issue the Construction Documents to one or more pre-selected General Contractors who will prepare a bid for the work. Their bids will be reviewed against the Bidding criteria such as cost, locale or comparable experience. We will respond to any questions or clarifications to the bidding documents and will make required changes to those documents.

DESIGN DEVELOPMENT

- KSA will make approved changes and will further develop the architectural drawings and allow the consulting engineers (structural/ MEPF) to begin their initial layouts
- To refine and define the program, the spaces, product types, door/ frame schedules, window schedules and typical design details



SCHEMATIC DESIGN

- Preliminary architectural drawings (plans, sections, and elevations)
- Preliminary selections of different building systems & structure type
- Preliminary discussions with consulting engineers

CONTRACT DOCUMENT

- Once Design Development is approved by Owner, this phase takes the approved plans and fleshes out the final and necessary detailing and coordination with all consulting engineers to develop the permit and construction set of documents.

CONTRACT ADMINISTRATION

- During Construction site visits will be made as requested or at reasonable intervals based on construction phase. Site visits will be for observation only to verify that the construction is in general conformance to the Contract Documents.



CREATE : TRANSFORM

INSPIRE

2803 W Busch Blvd, Suite 101, Tampa, Florida 33618

P: 813.915.7431 | jkimmich@ks-arc.com | www.ks-arc.com

FL Lic# AA26003407



klar and klar
architects inc.

**Contract for Architectural Services between: Klar and Klar Architects Inc.,
and, The Arc of Tampa Bay (Brian Siracusa)**

Contract Date: 11/10/2022

Project Name: Arc of Tampa Bay Classroom Renovation

Project Address: 1501 N. Belcher Rd Suite 249 Clearwater, FL 33765

I. The Scope of the Work:

Renovation to existing classroom space at the Long Center.

1. Develop scope of work and design based on Owner provided vision (See exhibit 'A') attached as reference.

A. Our Schematic Design Phase Includes:

1. Based on the Owner's program of spaces (see exhibit 'A'), the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents may consist of drawings and other documents including a site plan, preliminary building plans, sections and elevations; and may include perspective sketches, or digital modeling.

Our fee for the above listed Schematic Design Services is: based on an hourly rate of **\$150.00 U.S.** for Architect's time. Not to exceed **\$6,500.00 U.S.**

B. Our Construction Documents Phase Includes:

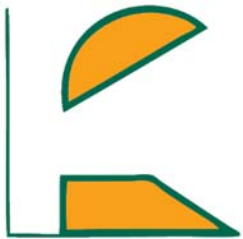
1. Architectural Construction Documents the Architect deems necessary for plan review and a contractor to construct from including:
 - a. Structural Engineering.
 - b. Mechanical Engineering.
 - c. Electrical Engineering.
 - d. Plumbing Engineering.
 - e. Specifications on plans.

Our Fee for the above listed Construction Document Services is: a lump sum to be determined after final scoping of project. Fee to be approved by owner prior to starting this phase.

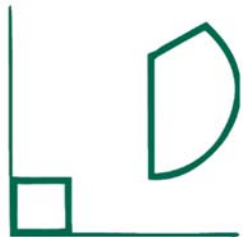
C. Administering Competitive Bidding between Contractors:



28473 u.s. 19n. #602
clearwater
florida 33761



ph. (727)-799-5420
fax. (727) 799-9625
www.klarklar.com



roberta s. klar aia
steven i. klar
tim g. knowles aia
kristina f. novisk

1. Administering bidding package and coordination with up to three (3) prospective contractors.

Our fee for the above listed Administering Competitive Bidding Services is: based on an hourly rate of **\$175.00 U.S.** for Architects time. Not to exceed **\$2,000.00 U.S.**

D. Plan Review:

1. Professionally responding to comments from the municipalities having jurisdiction over the technical review of the construction documents.

Our fee for the above listed Plan Review Services is: based on an hourly rate of **\$175.00 U.S.** for Architects time. Not to exceed **\$1,250.00 U.S.**

E. Construction Administration:

1. Construction administration is defined as Professional Services for the purpose of seeing that the project is being built according to our plans and specifications. These services include:
 - a. Periodic site visits.
 - b. Shop drawing review.
 - c. Answering phone calls from owner or contractor.
 - d. Written field reports.
 - e. Answering/replying to "requests for information".
 - f. Pay request review.
 - g. Defending code compliance issues with all inspectors during construction.

Our fee for the above listed Construction Administration services is: based on an hourly rate of **\$150.00 U.S.** for Architects time. Not to exceed **\$3,000.00 U.S.** per month of Construction.

F. Not included in any of the above fees or this contract:

1. Surveying.
2. Geotechnical Engineering.
3. Administering competitive bidding between Contractors.
4. Book Specifications.
5. Zoning Variances.
6. Detailed cost estimating.
7. Artists Renderings, Perspectives, and Model Building.
8. The Architect's time defending code compliance issues with all inspectors during construction.

9. All engineer's construction administration time, including and defending code compliance issues with all inspectors during construction.
10. Value engineering or material changes after completion of the construction documents.
11. Owner requested drawing Revisions to changes after completion of the Schematic Design phase or the Construction Document phase, including any requested revision drawings during construction administration.
12. On site delivery supervision and set up of furniture, fixtures and equipment procurement.
13. Construction Administration.
14. Decorative electrical and plumbing fixtures selection.
15. Select furniture, furnishings, and equipment as may be appropriate, and discuss methods for procurement.

Additional services fees:

This "not included" work or any other additional work requested by the Owner is: based on an hourly rate of **\$150.00 U.S.** for Architects, Intern Architects, Interior Designers, or Engineers time.

G. Reimbursables:

1. **1.2 times** the cost for any out of office job-related copying "blueprints", pdf scans, postage, courier services, or overnight mailings.
2. Any in-house, job-related "blueprinting" at a rate of **\$3.00 U.S.** per sheet.
3. The owner should allocate a minimum of **\$350.00 U.S.** for these reimbursable expenses.

H. Owner Supplied Items:

1. Program of space requirements.
2. Estimated construction budget.
3. Existing as - built drawings (if any).

II. General Conditions of the Contract:

- A. Ownership:** The Architect shall be deemed the author and owner of their respective Instruments of Service, including the construction documents, details, schedules, and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.

The Architect shall be granted the rights to photograph and publicize this project for their own purposes.

Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.

- B. Payments:** Fees for professional services and reimbursements will be invoiced at the beginning of each month for work performed in the previous month. These invoices are then due by the **15th** of the same month. The amount not paid will bear interest at the rate of one point five (**1.5% monthly**) percent per month until paid. The provision for the payment of interest shall not be construed as authorization to make payment late. Failure of the Owner to make payments when due shall be a breach of this Agreement entitling Architect to suspend all work and, after providing notice of the default to the Owner, to institute litigation to collect the total amount due pursuant to the terms of this Agreement and to assert all lien rights permitted by law. The Architect shall be entitled to reimbursement of all costs incurred by it in collecting all amounts due pursuant to the terms of this Agreement, including, without limitation, reasonable attorney's fees and court costs.

Invoicing Delivery: In an effort to better expedite our invoicing at the end of each month, Klar and Klar Architect's will be emailing your invoices to _____.

Invoices will come from KLAR AND KLAR ARCHITECTS <quickbooks@notification.intuit.com>.

If you would prefer to receive your invoice an alternate way, please check one of the boxes below:

Alternate email address: _____

USPS, mailed to address referenced on page one (1) of this contract

USPS, mailed to alternate address listed below

- C. Acceptance:** This agreement is subject to re-negotiation by the Architect if acceptance is not completed within 60 calendar days from the date of the contract.

- D. Contract Time Limits:** If through no fault of the Architect the services covered by this agreement have not been completed within twelve (12) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.
- E. Termination:** If either party fails substantially to perform in accordance with its terms, this Agreement may be terminated by the other party upon written notice and a 10-day opportunity to cure the default. In the event of such termination, the Architect shall be entitled to full payment for all services performed pursuant to the terms of this agreement including reimbursable expenses, as of the date of termination. Written notices to the Architect shall be delivered by certified mail, return receipt requested to:

Klar and Klar Architects, Inc.
28473 U.S. 19 North
Suite 602
Clearwater, FL 33761

As to the Owner, the notice shall be delivered by certified mail, return receipt requested to:

The Arc Tampa Bay
1501 N. Belcher Rd Suite 249
Clearwater, FL 33765

- F. Limits of Liability:** The Owner agrees that the total aggregate liability of the Architect due to negligent acts, errors or omissions shall not exceed the total fees paid for services rendered for this project.
- G. Lien Rights:** By entering into this Agreement, the Architect is not waiving any right it has to assert a lien against the Owner's property and to take all steps to enforce the lien on the real property located at the project address including foreclosure and any other rights permitted by Florida Law.
- H. Mediation:** In an effort to resolve any conflicts that arise during or following the completion of the project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and the Design Professional further agree to include a similar mediation provision in all agreement with independence contractors and consultants retained for the project and to require all independent contractors and consultants to likewise include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for

mediation as the primary method for dispute resolution between the parties to those agreements.

- I. **Jurisdiction and Venue:** The parties agree that the sole venue for any litigation relating to any dispute between the parties shall be brought in the Sixth Judicial Circuit of the State of Florida. By executing this Agreement, the Owner agrees to submit to the jurisdiction of the courts of the State of Florida and agrees that the Sixth Judicial Circuit shall be the sole venue for the resolution of any disputes. In the event of litigation, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs through appeal.

III. Additional Conditions:

- A. The Architect will not be responsible for the Contractor's failure to carry out the work in accordance with the Architect's construction documents.
- B. The Architect will not be responsible for any construction change orders that are not agreed to in writing and signed by the Owner, the Architect and the Contractor.
- C. This Agreement represents the entire agreement of the parties and may only be modified or altered in writing executed by both parties hereto. The parties agree that they are entering into this Agreement freely and voluntarily after having had the opportunity to consult with their counsel.
- D. Work shall commence upon receipt of a signed copy of this agreement, a deposit of **\$1000.00 U.S.** which shall be applied to the final payment.

Agreed:

Agreed:



**Tim G. Knowles, Principal
Klar and Klar Architects, Inc.**

**Brian Siracusa, Executive
Director**

11/10/2022

Date

Date



Long Center ADT Vision



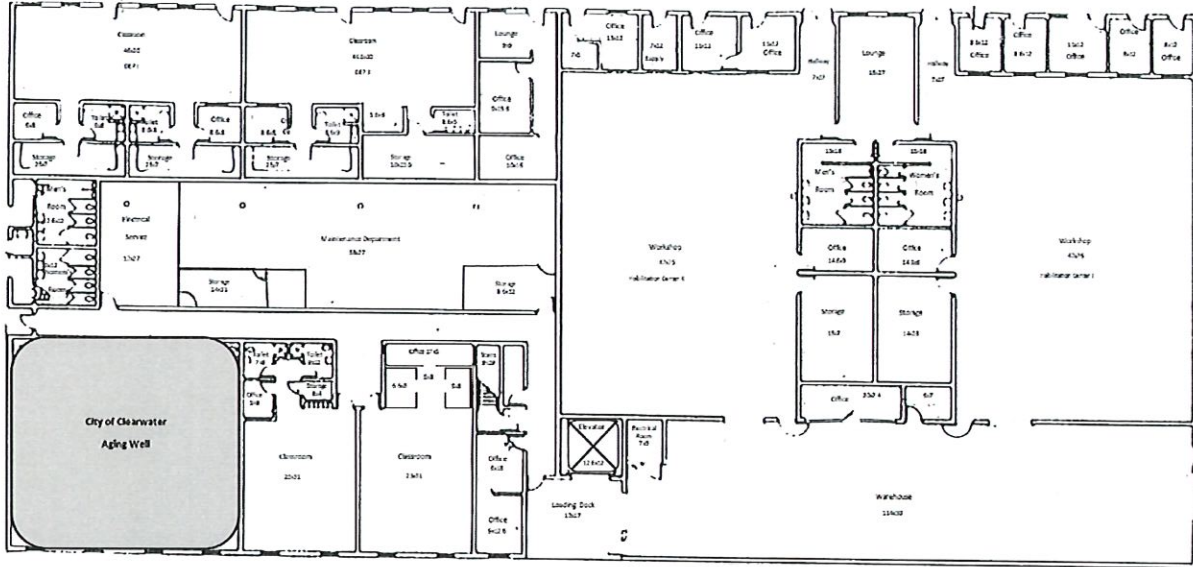
A Makerspace for All Interests

Our Current Layout


The Arc
Tampa Bay

The Arc Tampa Bay
Long Center Location
3821 N. Harbour Road
Clearwater, FL 34616

First Floor



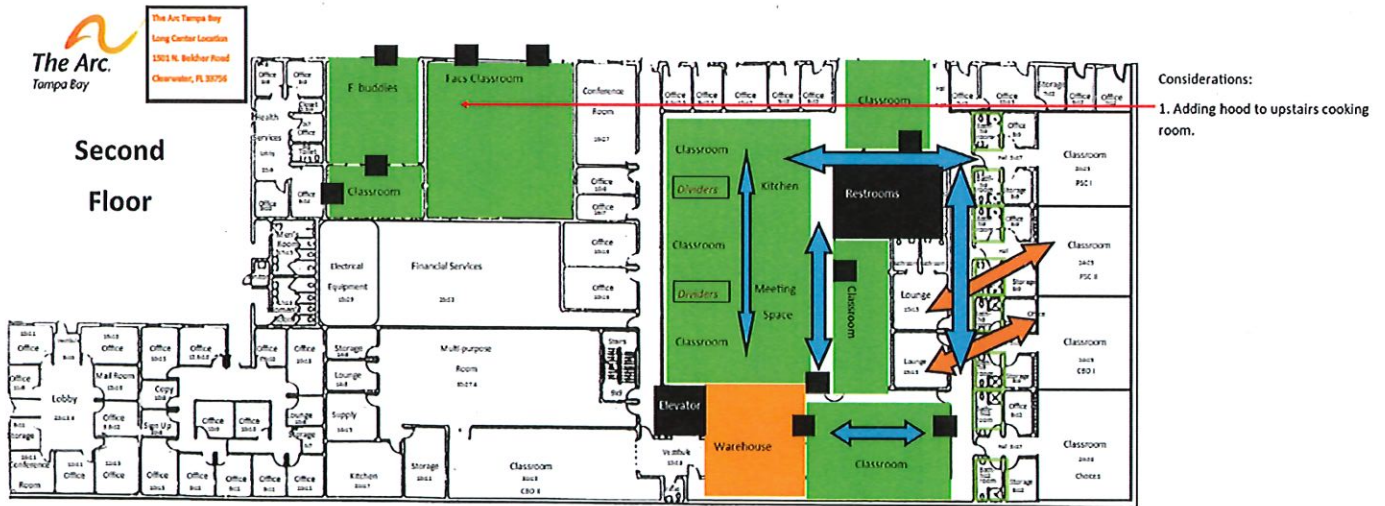
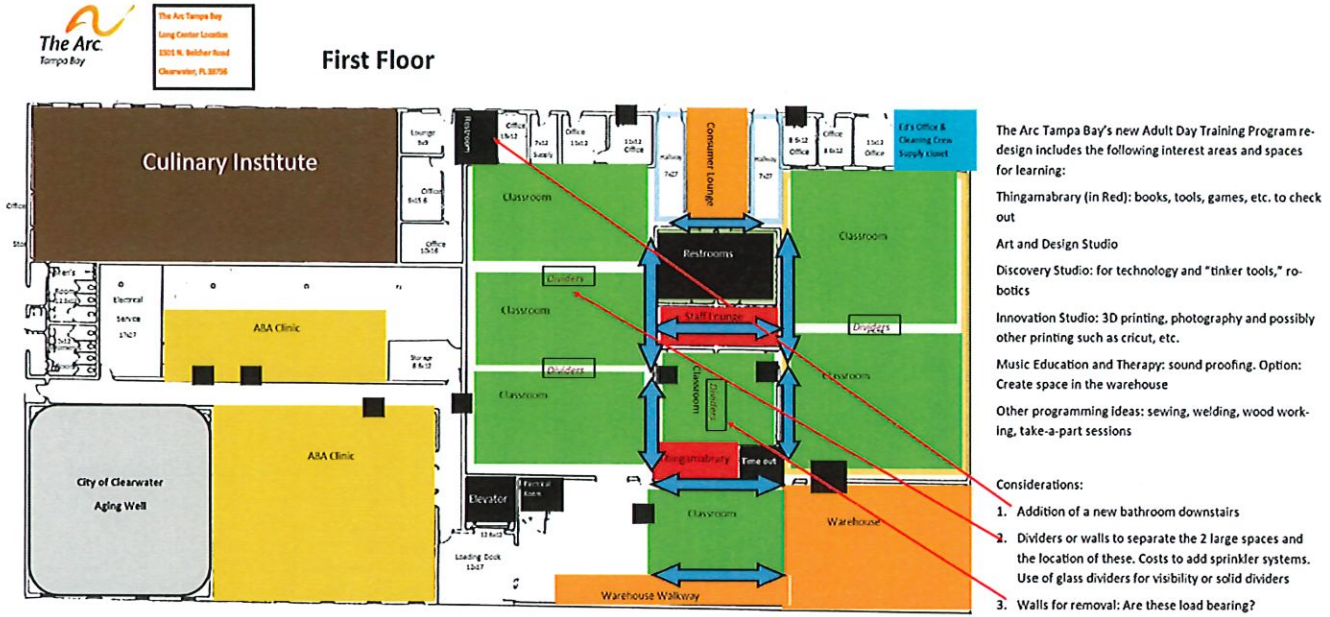

The Arc
Tampa Bay

The Arc Tampa Bay
Long Center Location
3821 N. Harbour Road
Clearwater, FL 34616

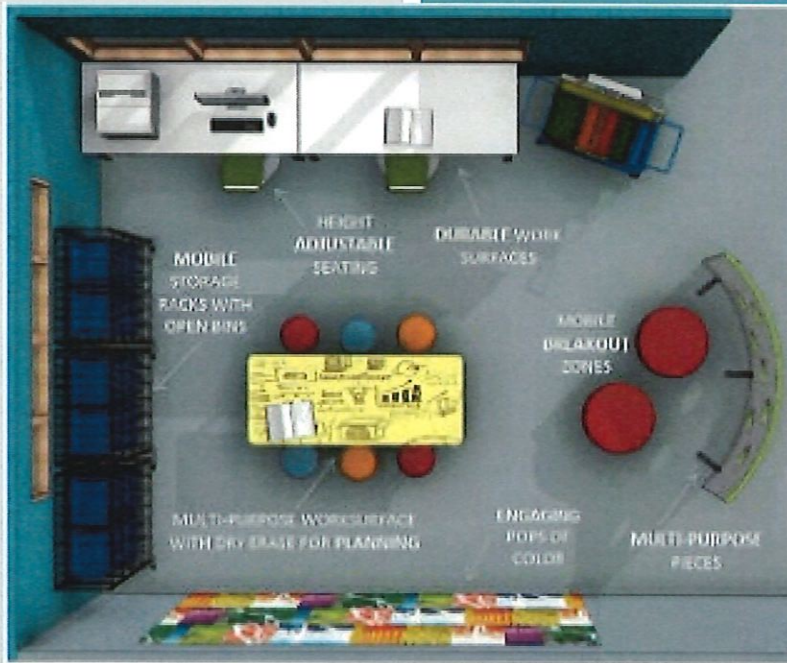
Second Floor

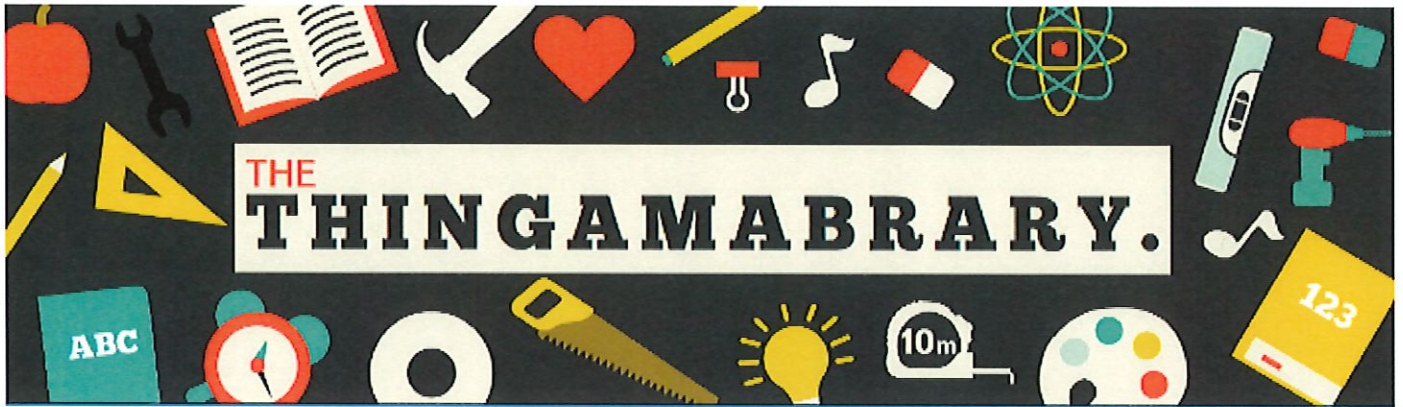


Our Proposed New Layout



Our Inspiration





Check out more than just books at this corner of the HAB. For more of an independent learner, the Thingamabrary offers tools, games, and more that anyone can "check out" to further their interest or knowledge about a variety of subjects.



Creation Studio for Arts & Design



Create, design, and craft to your heart's content in the Creation Studio for Arts and Design.

Discovery Studio

Play and Experiment at the Discovery Studio of Creative Learning

The Discovery Studio will have stations focusing on science, technology and engineering, art, and math. There will be many gadgets, games, and crafts to tinker with and enjoy.



Digital Microscope

- Built-in 5MP digital camera that captures and saves high-resolution images of your specimens
- 4x to 160x magnification using LCD screen



Snap Circuits

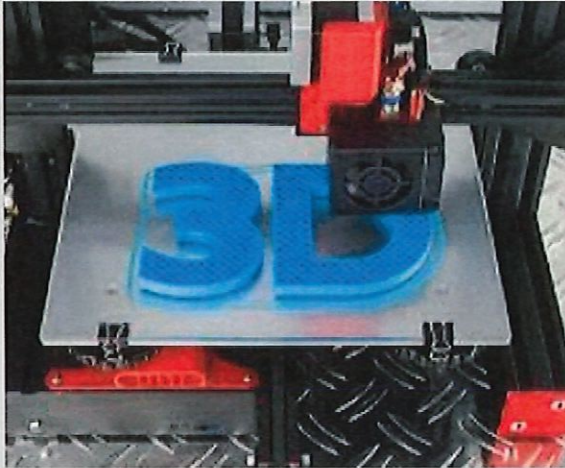
- Snap Circuits ® make learning electronics easy and fun!
- Build exciting projects such as AM radios; burglar alarms; doorbells; and much, much more!



littleBits, Gizmos & Gadgets

- littleBits are small circuit boards with specific functions built to snap together with magnets without soldering, wiring, or programming.
- Gizmos & Gadgets kits come with 15 electronic building blocks, detailed instructions for 13 projects, and all the accessories and tools you need to experiment.
- Motors, wheels, lights, switches, servos, buzzers, even tools to build a remote control.

Innovation Studio

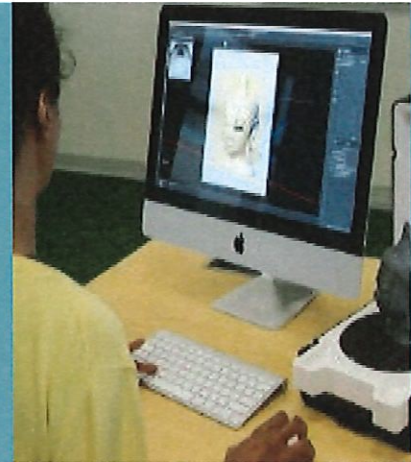


- Develop and explore new skills.
- Print 3D objects, explore photography, and much more.
- Whether you are a pro or just getting started, you will find the tools, guidance and learning opportunities at the Innovation Studio.



Drop-In Sessions

Drop in to use the library's equipment to explore, learn, and create. Try our resources such as 3D printers, micro-controllers, Photoshop and design software. Drop-in sessions offer the chance to ask questions and follow-up on workshops.



Photography

Learn about cameras and photography techniques from professionals. The Innovation Studio offers classes and workshops on a range of topics, from using your camera to editing shots in Photoshop.



Programs:

- "Ask a Pro:" Bring your camera and questions.
- "Organizing Your Photographic Life"
- "The Exposure Triangle"
- "Better Portrait Photography"
- "Improving Your Nature Photography"

Helping People Learn to Make Things

- Build a community of makers to connect with
- Presentations and space that encourages talking about making things
- Primary mission is educational
- Supports small-scale commercial production
- Unique learning environment that encourages tinkering, play, and open-ended exploration for all
- Where consumers can gather to create, invent, tinker, explore and discover using a variety of tools and materials
- A dedicated room or multi-purpose space in which a collection of raw materials and resources can be utilized as desired



Helping People Learn to Make Things

- Not only a place where you can make stuff but many times it's a place where you can make "meaning" which many times is more important than the stuff you make.
- A space with materials for consumers to let their curiosity and imagination come to life.
- An informal, playful atmosphere for learning to unfold.
- A space where making, rather than consuming, is the focus.
- A space where trans-disciplinary learning, inquiry, risk-taking, thinking, crafting, tinkering, and wondering can blossom.
- A collision of art, technology, learning and collaboration.

Program Examples

- Coding
- 3D printing
- Laser cutting
- Soldering
- Electronics
- Robotics
- Circuits and electricity
- Sewing
- Wood working
- Take-a-part sessions
- Inventing



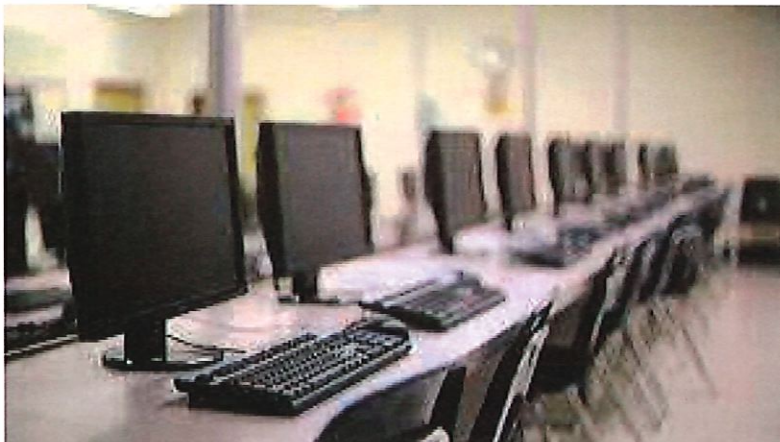
Considerations for Makerspace Designing:

1 *Location*

How you plan to use your makerspace will influence what kind of space you choose to host it.

You will want a location that is easily accessible for all consumers.

- **Clean-up and storage.** Sinks can be useful for cleaning up after projects. Cabinets can store materials.
- **Computer lab.** Instead of replacing old computers with newer desktop versions, some enterprising schools have replaced their outdated machines with laptops, tablets, 3D printers, electronics kits, and other fabrication tools.
- **Home economics or industrial arts shops.** These subjects have fallen out of favor in recent years. A makerspace would be a great way to revitalize these spaces.



Considerations for Makerspace Designing:

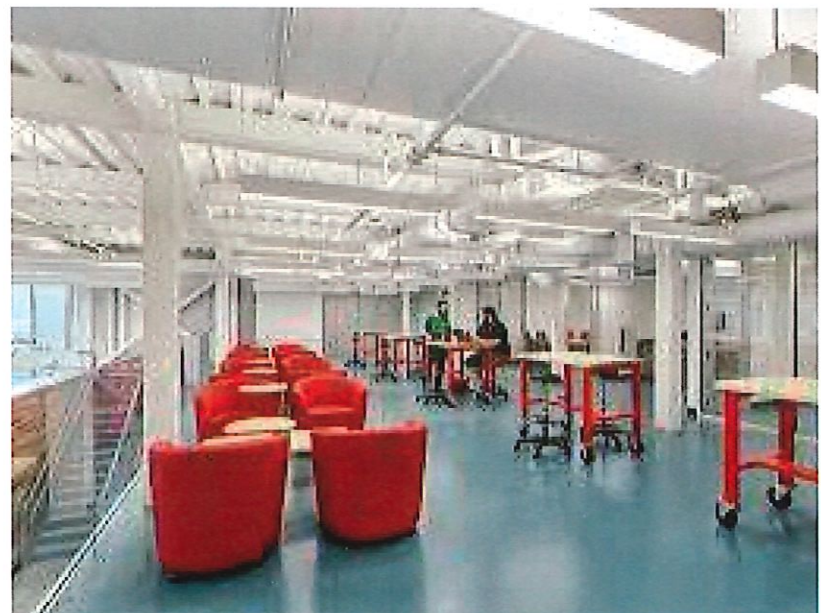
2 *Configuration*

When you're designing a maker space, you'll want to make sure the space promotes creativity and collaboration.

You can encourage both of those traits through the design of the space itself.

Some ideas for guidance:

- **Ask users what they want.** Giving our consumers a voice in the design of the space can inspire their ingenuity.
- **Build flexibility into the design of the space.** Use furniture that can be arranged easily in many different configurations to promote different kinds of consumer groupings and activities.
- **Take inspiration from the “stations” approach to classroom design.** Consider creating separate areas for different kinds of activities. Equip each area as appropriate.
- **Include open, informal spaces for consumers to gather together.** Brainstorm and bounce ideas off one another. Soft seating options can make the space comfortable and inviting for people to congregate.

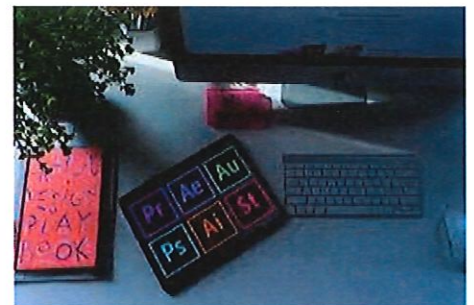


Considerations for Makerspace Designing:

3 *Tools & Materials*

The tools and materials you choose for the space will depend on your goals for its use, as well as your budget. Some examples of types of materials to consider:

- **Equipment and machinery.** Computers, laptops, tablets, video monitors, 3D printers, laser cutters, vinyl cutters.
- **Electronic kits and components.** For building simple circuits, machines, computer motherboards, and robotics.
- **Commercial kits.** littleBits, Makey Makey, Raspberry Pi, and Arduinos.
- **Digital media production tools.** Cameras, tripods, green screens, video editing software, keyboards, turntables, music composition software, and graphic design software.
- **Materials to create with.** Paints, paper, cardboard, plastics, wood, fabrics, and metals.
- **Tools for cutting, joining and splicing.** Wire cutters, glue guns, soldering irons, hand tools, and power tools.



Considerations for Makerspace Designing:

4 *Storage & Utility*

Your makerspace must be functional. It should be large enough for consumers to work without getting in each other's way.

It should also include plenty of shelf or cabinet space to store equipment safely. Some key questions to think about:

- Does the space have adequate power supplies and internet access?
- Do desks and tables include large surfaces for working?
- Are materials easy to find? Consider using clear or mesh containers for storing materials so they are easily visible, or at least clearly label their containers?
- Are cleaning supplies easily accessible for cleaning up the space when you're done using it?
- Have you set aside space to showcase completed projects? People love to see their works displayed, and past projects can serve as inspiration for a new wave of creations.



Considerations for Makerspace Designing:

5 *Safety*

Keeping consumers safe as they work in the makerspace is vital. Consumers must learn the proper use of, and respect for, tools and equipment.

Consumers should also understand the rules for the space, and these rules should be clearly posted.

Some other safety considerations:

- Make sure to provide enough space for tools to be used safely, as well as safety equipment such as goggles and earplugs.
- Keep all pathways clear and exits clear.
- Make sure the space is well lit and ventilated. Make sure it's equipped with a first aid kit and fire extinguisher.
- Make sure consumers clean up after every use to keep the space free from clutter.



Considerations for Makerspace Designing:

6 *Function*

Focusing on the experience will help you define the relationship between curricular uses and the informal, just-in-time exploration of ideas by consumers.

- Will the space be used to teach circuitry? Will consumers be required to use Cubelets?
- Will the space be used to support teacher-defined uses? Or will the space promote an exploration of ideas that are fueled by a consumer's passion, curiosity, and wonder? Or will it serve both uses, somewhere in-between?
- What will be the expectations for formal learning versus informal learning opportunities self-created by consumers?
- How does the space serve as a catalyst for the creation of new meaning and new ways to serve?
- How do our consumers create designs to help people in their community or other programs?
- Encourage consumers to tackle design challenges that are based in improving the condition of human beings. The space can provide the raw materials and support for the flexibility required to think in interesting ways.



Programming Resources:

- Lifelong Learning:
<https://clearwaterfl.universalclass.com/register.htm>
- Customized learning tools for users of diverse needs and backgrounds:
<https://landing.brainfuse.com/authenticate.asp?u=main.clearwaterlibraryhn.fl.brainfuse.com>
- Engaging reference, periodical, and multimedia content supporting national and state curriculum standards:
https://link.gale.com/apps/menu?u=clearwater_main
- Culinary:
https://galeapps.gale.com/apps/auth?userGroupName=clearwater_main&origURL=https%3A%2F%2Fgo.gale.com%2Fps%2Fstart.do%3Fp%3DPPCA%26u%3Dclearwater_main&prodId=PPCA
- Career:
<https://careerprep.petersons.com/>
- Techshop is a chain of for-profit makerspaces that was started in 2006 in CA. They bill themselves as part prototyping and fabrication studio and part learning center. Their makerspaces are supported by monthly fees from the maker/members who join.



Budget Items:

Item	Cost Per Unit	# of Units	Total Cost
Long Center Renovations	N/A	N/A	\$350,000-\$1.8 million
Technology			
Smart TV with touchscreen	\$2000	2-3	\$6000
Touchscreen laptops	\$300-\$400	10-20	\$8000
Tablets	\$150-\$250	10	\$2500
3D printer	\$2000	1	\$2000
3D printer filament bundles	\$175	10	\$1750
Digital microscope	\$400	1	\$400
Additional networking and wifi	\$1000-\$2000	N/A	\$2000
Design, Media, and Industrial Arts			
Large format printer	\$4000-\$5000	1	\$5000
Graphic design software	\$200	1	\$200
Camera	\$2000	1	\$2000
Tripod	\$90	1	\$90
Wood carving kit	\$60	10	\$600
Laser cutter and engraver	\$4000	1	\$4000
Sewing machine	\$200	10	\$2000
Fabric, thread, etc.	N/A	N/A	\$3000
Soldering kits	\$25	10	\$250
Power tool set	\$400-\$700	5	\$3500
Safety goggles	\$10	20	\$200
Ear protection	\$10	20	\$200
Gloves	\$15-\$25	20	\$500
Jewelry making kits	\$50	10	\$500
Hot glue guns	\$10	10	\$100
Hot glue sticks	\$7	10	\$70
Drawing paper	\$7	50	\$350
Scissors	\$2	50	\$100
Art brushes	\$6	50	\$300
Canvases	\$1	200	\$200
Acrylic paint kits	\$20	100	\$2000
Coding and Electronics			
littleBits kits	\$3200	2	\$6400
Gizmos & Gadgets kits	\$100-\$150	10	\$1500
Snap Circuits kits	\$180-\$300	10	\$3000
Robotics kits	\$200	10	\$2000
Music Therapy			
Ukulele	\$80	5	\$400
Drums	\$150	5	\$750
Keyboard	\$150	5	\$750
Microphone and speakers	\$100-\$400	2	\$800
Miscellaneous games, etc.	\$15-\$25	10	\$250
Curriculum software	\$5000-\$10,000	2	\$20,000
GRAND TOTAL			\$433,660-\$1,883,660

**ATTACHMENT B-3 – CAPITAL BASED BUDGET
SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Scoping and Pre-Development					
2. Design					
3. Acquisition					
4. Construction					
5. Administration					
6. Working Capital/Reserves					
7. Other					
TOTAL					

Contract Number: # _____

**ATTACHMENT B-3 – CAPITAL BASED BUDGET
DETAIL**

SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # _____

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # _____

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # _____

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # _____

The Arc Tampa Bay, Inc.
Agency Budget for FY 2022-2023

Revenue:

Med Waiver	\$9,108,134
PSR - Medicaid	\$341,266
Occup. Rev.	\$660,185
Private Pay	\$907,827
Foundation	\$705,218
Other Contributions	\$103,600
D.C.-Funding	\$1,230,242
Other Governmental Funding	\$52,500
Grants & rentals	\$570,306
PSTA	\$120,360
Match	\$63,840
Food Stamps	\$38,844
Industry Cont.	\$30,000
VR	\$51,470
Unfunded Revenues	\$729,055

Total Revenue: \$14,712,847

Expenses:

Salaries	\$9,830,414
Employee Benefits	\$1,817,844
Liability Insurances	\$353,528
Janitorial	\$4,800
Utilities	\$349,452
Supplies/Office Expenses	\$263,670
Food Exp.	\$358,200
Repairs & Maintenance	\$231,760
Vehicle Fuel	\$77,174
Travel & Training	\$50,520
Advertising & Promotions	\$15,150
Dues & Memberships	\$29,675
Licenses & Fees	\$5,275
Professional Expenses	\$165,350
Interest Expense	\$250
Doubtful Accounts	\$1,500
Depreciation	\$433,510
Lease Expense	\$660,185
Bank Svc. Chgs.	\$750
Match	\$63,840

Total Expenses: \$14,712,847

Surplus/(Deficit) \$0



Board of Directors October 1, 2022-September 30, 2023

Name	Affiliation/Area of Expertise	Home Address	Email	Phone Number
Stephen Heller, President	Hopkins Manufacturing Corp	3117 Harvest Moon Drive Palm Harbor, FL 34683	sheller122@gmail.com	Office: 727-943-3232 Home: 727-784-3721 Cell: 727-460-8250
Travis Finchum, Vice President	Special Needs Lawyers PA	2087 Warwick Dr Oldsmar, FL 34677-1950	travis@specialneedslawyers.com	Office: 727-443-7898
John Holcombe, Treasurer	THG Rentals	3612 Wood Ridge Place Palm Harbor, FL 34684	jwh81947@gmail.com	Office: 727-536-5923 Cell: 727-804-7674
Margaret Martin, Secretary	Martin & Associates	1557 Heather Ridge Blvd. Dunedin, FL 34698	mmartin@margaretmartin.com	Cell: 727-510-2686
Richard Schomp, Immediate Past President	Sunstar Paramedics	9624 121st Street N. Seminole, FL 33772	rschomp@sunstarems.com	727-423-3036
Karalia Baldwin	Retired, Pinellas County Schools	2076 Widgeon Ave Safety Harbor, FL 34695	Baldwineducation@gmail.com	727-460-8105
Jennifer Brooks	Morning Star School	1561 Powder Ridge Court Palm Harbor, FL 34682	jennifer.brooks@longdivision.com	214-883-6014
Melody Figurski	Retired teacher	2975 Eagle Estates Circle West Clearwater, FL 33761-2810	ladybucs@outlook.com	Home: 727-797-0087 Cell: 727-433-0979
Dr. John Fox	Physician - Pinellas County Primary Care and Hospitalists	6203 3rd Street S St. Petersburg, FL 33705	John.Fox@PCPCAH	Office: 727-443-1122 Home: 727-864-2980 Cell: 727-422-2643
Richard Harris	Richard Harris and Associates - real estate	2359 Indian Trail East Palm Harbor, FL 34683	rharris77@gmail.com	Office: 727-726-3100 Home: 727-786-2221 Cell: 727-480-4988
Charles (Jeff) Joyner	Senior financial advisor	16412 Turnbury Oak Dr. Odessa, FL 33556	jeffjoyner@tampabay.rr.com	813-690-6668
Kevin Kenney	Fire Commissioner - East Lake Tarpon Special Fire Control District	4058 Carlyle Lakes Blvd. Palm Harbor, FL 34685	kkenney101@gmail.com	727-458-3221
John Kiker III	Retired, Kiker Services - construction	1501 Missouri Avenue Palm Harbor, FL 34683-3642	jk@kikerservices.com	Office: 727-787-8877 Cell: 727-422-3850
Robert Kinney	All Saints Episcopal Church	6325 Ridge Top Drive New Port Richey, FL 34655	bkinney0928@gmail.com	Home: 727-375-2288 Cell: 727-455-1273
Pamela Moore	Facilitator, NISL Executive Development Program - Pinellas County Schools	875 Harbor Hill Dr. Safety Harbor, FL 34695	petmoore1@gmail.com	Home: 727-726-0800 Cell: 727-542-6842
Gracie Samarkos	Associate Attorney at K. Dean Kantara PA	1110 S. Florida Avenue Tarpon Springs, FL 34689	gracesamarkos@aol.com	727-249-7240
Honorable John Schaefer	Retired Circuit Court Judge	1825 Northwood Dr. Clearwater, FL 33764	papaschaef@aol.com	Cell: 727-439-0674
Phyllis Steele	Administrator St. Jerome Early Childhood Center	10389 Imperial Point Dr. West Largo, FL 33774	thestelesix@verizon.net preschool@stjeromeecc.org	727-415-4820
Gregory Stock	General Contractor, Insurance Agent	P.O. Box 1038 Crystal Beach, FL 34681	gregoryas@aol.com	Home: 727-772-1155 Cell: 727-638-5912
Board Member Emeritus				
Carl Minieri	Retired - Real estate investments	3170 Harvest Moon Dr. Palm Harbor, FL 34683	ckminieri@hotmail.com	Home: 727-786-0082 Cell: 727-420-8182
Board Members from The Arc Tampa Bay Foundation				
Ricky Bouchard	Bouchard Insurance	235 13th Avenue South Safety Harbor, FL 34695	ricky.bouchard@marshmma.com	727-483-2831
John Greene	Retired - Prudential Financial	513 Harbor Drive Belleair Beach, FL 33786	jwgreene58@gmail.com	727-403-7069
Mary Lynne Hawkins	Community volunteer	1 19th Ave Unit 3 Indian Rocks Beach, FL 33785	hankhawkins25@gmail.com	727-418-2136
Ex-Officio Organizational				
Susanna Schramek	Advocare Trust	1501 N. Belcher Road, #219 Clearwater, FL 33765	advocaretrustinc@verizon.net	Office: 727-799-3330, ext. 7706 Cell: 727-455-4280
Mario Lopez	People First	1501 N. Belcher Road, #249 Clearwater, FL 33765	tjohnson@hearctb.org	Office: 727-799-3330

PUBLIC DISCLOSURE COPY

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING
SEPTEMBER 30, 2021

PREPARED FOR:

THE ARC TAMPA BAY, INC.
1501 N BELCHER RD NO. 249
CLEARWATER, FL 33765

PREPARED BY:

CBIZ MHM, LLC
140 FOUNTAIN PKWY N, STE 410
ST. PETERSBURG, FL 33716

AMOUNT DUE OR REFUND:

NOT APPLICABLE

MAKE CHECK PAYABLE TO:

NOT APPLICABLE

MAIL TAX RETURN AND CHECK (IF APPLICABLE) TO:

NOT APPLICABLE

RETURN MUST BE MAILED ON OR BEFORE:

NOT APPLICABLE

SPECIAL INSTRUCTIONS:

THIS COPY OF THE RETURN IS PROVIDED ONLY FOR PUBLIC DISCLOSURE PURPOSES. ANY CONFIDENTIAL INFORMATION REGARDING LARGE DONORS HAS BEEN REMOVED.

THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN, DATE, AND RETURN FORM 8879-EO TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE IRS. DO NOT MAIL A PAPER COPY OF THE RETURN TO THE IRS. RETURN FORM 8879-EO TO US BY AUGUST 15, 2022.

IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2020, or fiscal year beginning OCT 1, 2020, and ending SEP 30, 2021

2020

Department of the Treasury Internal Revenue Service

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879EO for the latest information.

Name of exempt organization or person subject to tax

Taxpayer identification number

THE ARC TAMPA BAY, INC.

59-1056551

Name and title of officer or person subject to tax

RICHARD SCHOMP PRESIDENT

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, or 7a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, or 7b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

Table with 2 columns: Line number and Description, and Amount. Rows include 1a Form 990, 2a Form 990-EZ, 3a Form 1120-POL, 4a Form 990-PF, 5a Form 8868, 6a Form 990-T, and 7a Form 4720.

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [X] I am an officer of the above organization or [] I am a person subject to tax with respect to (name of organization) [] [], (EIN) [] and that I have examined a copy

of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

[X] I authorize CBIZ MHM, LLC to enter my PIN 56551. Enter five numbers, but do not enter all zeros

As my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[] As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax [] Date []

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

50465100222

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature [] Date []

ERO Must Retain This Form - See Instructions Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Paperwork Reduction Act Notice, see instructions.

Form 8879-EO (2020)

Return of Organization Exempt From Income Tax

2020

Department of the Treasury
Internal Revenue Service

Open to Public
Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

A For the **2020** calendar year, or tax year beginning **OCT 1, 2020** and ending **SEP 30, 2021**

B Check if applicable:

Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization: **THE ARC TAMPA BAY, INC.**

Doing business as: **59-1056551**

Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **1501 N BELCHER RD 249**

City or town, state or province, country, and ZIP or foreign postal code: **CLEARWATER, FL 33765**

F Name and address of principal officer: **RICHARD SCHOMP**
SAME AS C ABOVE

G Gross receipts \$: **15,384,046.**

H(a) Is this a group return for subordinates? Yes No

H(b) Are all subordinates included? Yes No

If "No," attach a list. See instructions

H(c) Group exemption number: **1963** M State of legal domicile: **FL**

Part I Summary

1 Briefly describe the organization's mission or most significant activities: **TO SUPPORT AND EMPOWER PEOPLE WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES.**

2 Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a) **3**

4 Number of independent voting members of the governing body (Part VI, line 1b) **19**

5 Total number of individuals employed in calendar year 2020 (Part V, line 2a) **389**

6 Total number of volunteers (estimate if necessary) **19**

7 a Total unrelated business revenue from Part VIII, column (C), line 12 **0.**

b Net unrelated business taxable income from Form 990-T, Part I, line 11 **0.**

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	1,222,664.	3,284,564.
9 Program service revenue (Part VIII, line 2g)	10,896,625.	10,828,275.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	88,053.	555,553.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	45,889.	23,847.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	12,253,231.	14,692,239.
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	10,048,847.	9,725,405.
16 a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b Total fundraising expenses (Part IX, column (D), line 25) ▶	0.	
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,614,063.	2,535,639.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	12,662,910.	12,261,044.
19 Revenue less expenses. Subtract line 18 from line 12	-409,679.	2,431,195.
20 Total assets (Part X, line 16)	13,950,976.	14,281,567.
21 Total liabilities (Part X, line 26)	2,674,258.	1,198,646.
22 Net assets or fund balances. Subtract line 21 from line 20	11,276,718.	13,082,921.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer
RICHARD SCHOMP, PRESIDENT
 Type or print name and title

Signature of preparer
 Preparer's signature
PAUL DUNHAM
 Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: **PAUL DUNHAM**

Firm's name: **CBIZ MHM, LLC**

Firm's address: **140 FOUNTAIN PKWY N, STE 410 ST. PETERSBURG, FL 33716**

Date: **0000-00-00**

Check if self-employed: **PTIN: P00100222**

Firm's EIN: **27-3605969**

Phone no.: **727-572-1400**

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

THE MISSION OF THE ARC TAMPA BAY, INC. IS TO SUPPORT AND EMPOWER PEOPLE WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES.

2 Did the organization undertake any significant program services during the year which were not listed on the

prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 7,264,100. including grants of \$) (Revenue \$ 8,766,711.)
RESIDENTIAL SERVICES PROGRAM: THIS PROGRAM CONSISTS OF 18 GROUP HOMES AND AN APARTMENT COMPLEX. THE GROUP HOMES HOUSE FROM 4 TO 10 INDIVIDUALS AND PROVIDE LIVING SKILLS TO THE RESIDENTS SO THAT ONE DAY THEY MAY MOVE TO A LESS RESTRICTIVE ENVIRONMENT. THESE GROUP HOMES ARE SITUATED WITHIN STANDARD RESIDENTIAL COMMUNITIES. THE RESIDENTS ARE ACTIVE MEMBERS OF THE COMMUNITY. THE WATERFALL APARTMENTS PROVIDE TRANSITIONAL LIVING ENVIRONMENTS FOR THOSE INDIVIDUALS WHO WISH TO LIVE INDEPENDENTLY BUT MAY NOT BE READY TO LIVE ENTIRELY ON THEIR OWN.

4b (Code:) (Expenses \$ 2,090,508. including grants of \$) (Revenue \$ 1,937,837.)
DEVELOPMENTAL SERVICES PROGRAM: THIS PROGRAM CONSISTS OF MANY DIFFERENT DAY PROGRAMS OFFERED IN THE UPPER PINELLAS COUNTY AREA. THE MAIN OFFICE IN THE LONG CENTER OFFERS PROGRAMS RANGING FROM SEVERE/PROFOUND CLASSROOMS TO SHELTERED WORK CENTERS WHERE THE CLIENT CAN EARN A PAYCHECK PROCESSING PIECE-WORK PROJECTS FOR THE COMMUNITY. THE ARC TAMPA BAY OFFERS ART APPRECIATION CLASSES IN SAFETY HARBOR WHERE INDIVIDUALS WILL LEARN ABOUT DIFFERENT STYLES OF ART AND THEN PARTICIPATE IN CREATING THEIR OWN ARTWORK BASED ON WHAT THEY HAVE LEARNED. A PROGRAM IN NORTH PINELLAS COUNTY FOR THE MEDICALLY ELDERLY POPULATION IS OFFERED IN WHICH THESE INDIVIDUALS CAN INTERACT WITH THEIR PEERS IN A RELAXED BUT STRUCTURED SETTING.

4c (Code:) (Expenses \$ 16,640. including grants of \$) (Revenue \$ 109,720.)
BEHAVIOR SERVICES PROVIDED THROUGH THE ARC TAMPA BAY ARE AVAILABLE TO INDIVIDUALS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES (IDD) FROM THE TAMPA BAY AREA. BEHAVIOR SERVICES ARE PROVIDED AS AN ADJUNCT SERVICE TO THE ADULT DAY TRAINING PROGRAM, SUPPORTED EMPLOYMENT SETTING OR THE RESIDENTIAL HABILITATION PROGRAM. IT IS CONDUCTED IN ALL SETTINGS AND WITHOUT THE INTERRUPTION OF OTHER SERVICES. IN ADDITION, THE TEAM WORKS WITH SEVERAL PHYSICIANS, INCLUDING PSYCHOLOGISTS AND PSYCHIATRISTS, TO HELP IN MANAGING ANY CHALLENGING BEHAVIORS. CHILDREN ARE ALSO GIVEN BEHAVIOR SERVICES THROUGH THE RICHARD B. FUNK CENTER FOR GREAT EXPECTATIONS.

(CONTINUED ON SCHEDULE O)

4d Other program services (Describe on Schedule O.)

(Expenses \$ 1,151,180. including grants of \$) (Revenue \$ 15,518.)

4e Total program service expenses 10,522,428.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable. a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>		
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	X	
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	X	
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
24b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
24c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
24d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions): a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i> b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i> c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	X	
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	X	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?		

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		5
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		X

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with 16 main rows (2a-16) and sub-rows (2a-2b, 3a-3c, 4a-4c, 7a-7h, 10a-10b, 11a-11b, 12a-12b, 13a-13c, 14a-14b, 15, 16). Columns include question text, Yes, and No. Includes sections for deductible contributions, 501(c)(7) organizations, 501(c)(12) organizations, and 501(c)(29) health insurance issuers.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response

to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

X

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows 1a-9. 1a: 19, 1b: 19. 2: X. 3: X. 4: X. 5: X. 6: X. 7a: X. 7b: X. 8a: X. 8b: X. 9: X.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows 10a-16b. 10a: X. 10b: X. 11a: X. 12a: X. 12b: X. 12c: X. 13: X. 14: X. 15a: X. 15b: X. 16a: X. 16b: X.

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed FL
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection.
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)				(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee			
(1) BRIAN SIRACUSA EXECUTIVE DIRECTOR	40.00			X				
	9.00					116,767.	0.	13,598.
(2) JENNIFER PELLEGRINO ASSOCIATE EXECUTIVE DIRECTOR	40.00			X				
	8.00					107,709.	0.	742.
(3) GREGORY STOCK PRESIDENT	1.00			X				
	2.00	X				0.	0.	0.
(4) RICHARD SCHOMP VICE PRESIDENT	1.00			X				
	2.00	X				0.	0.	0.
(5) STEPHEN HELLER TREASURER	1.00			X				
	1.00	X				0.	0.	0.
(6) GRACE SAMARKOS SECRETARY	1.00			X				
	1.00	X				0.	0.	0.
(7) ROBERT KINNEY IMMEDIATE PAST PRESIDENT	1.00							
	2.00	X				0.	0.	0.
(8) GERALD FIGURSKI TRUSTEE	1.00							
	1.00	X				0.	0.	0.
(9) MELODY FIGURSKI TRUSTEE	1.00							
	1.00	X				0.	0.	0.
(10) TRAVIS FINCHUM TRUSTEE	1.00							
	1.00	X				0.	0.	0.
(11) JOHN FOX TRUSTEE	1.00							
	1.00	X				0.	0.	0.
(12) RICHARD HARRIS TRUSTEE	1.00							
	1.00	X				0.	0.	0.
(13) JOHN HOLCOMBE TRUSTEE	1.00							
	1.00	X				0.	0.	0.
(14) JOHN KIKER TRUSTEE	1.00							
	1.00	X				0.	0.	0.
(15) MICHAEL MANNINO TRUSTEE	1.00							
	1.00	X				0.	0.	0.
(16) MARGARET MARTIN TRUSTEE	1.00							
	1.00	X				0.	0.	0.
(17) CARL MINIERI TRUSTEE	1.00							
	1.00	X				0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)				(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee Highest compensated employee Former			
(18) JOHN SCHAEFER TRUSTEE	1.00 1.00	X				0.	0.	0.
(19) RICKY BOUCHARD TRUSTEE	1.00 2.00	X				0.	0.	0.
(20) KIM KUREY TRUSTEE	1.00 2.00	X				0.	0.	0.
(21) MIKE MILLIGAN TRUSTEE	1.00 2.00	X				0.	0.	0.
1b Subtotal						224,476.	0.	14,340.
c Total from continuation sheets to Part VII, Section A						0.	0.	0.
d Total (add lines 1b and 1c)						224,476.	0.	14,340.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **2**

	Yes No	
	3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1	(A) Name and business address	(B) Description of services	(C) Compensation
1	Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.		
	NONE		
2	Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0		

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	3,990.				
	1 b Membership dues	1,000.				
	1 c Fundraising events					
	1 d Related organizations	989,103.				
	1 e Government grants (contributions)	2,039,502.				
	1 f All other contributions, gifts, grants, and similar amounts not included above	250,969.				
	1 g Noncash contributions included in lines 1a-1f					
	1 g \$					
	h Total. Add lines 1a-1f		3,284,564.			
	Program Service Revenue	Business Code				
2 a RESIDENTIAL SERVICES		624100	8,174,255.	8,174,255.		
2 b DEVELOPMENT SERVICES		624100	1,936,326.	1,936,326.		
2 c RESIDENTIAL SERVICES-CLIENT RENT		531110	592,456.	592,456.		
2 d BEHAVIOR SERVICES		624100	109,720.	109,720.		
2 e TRANSPORTATION SERVICES		624100	11,237.	11,237.		
2 f All other program service revenue		624100	4,281.	4,281.		
g Total. Add lines 2a-2f			10,828,275.			
3 Investment income (including dividends, interest, and other similar amounts)			36,524.		36,524.	
4 Income from investment of tax-exempt bond proceeds						
Other Revenue	5 Royalties					
	6 a Gross rents	(i) Real				
		(ii) Personal				
		6 a	22,255.			
		6 b Less: rental expenses	0.			
	6 c Rental income or (loss)	22,255.				
	6 d Net rental income or (loss)		22,255.		22,255.	
	7 a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		7 a	732,087.			
7 b Less: cost or other basis and sales expenses		609,016.				
	7 b	81,187.				
7 c Gain or (loss)	123,071.					
7 c	395,958.					
8 a Net gain or (loss)		519,029.		519,029.		
8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18						
	8 a					
	8 b Less: direct expenses					
	8 b					
9 a Net income or (loss) from fundraising events						
	9 a					
9 a Gross income from gaming activities. See Part IV, line 19						
	9 a					
9 b Less: direct expenses						
	9 b					
10 a Net income or (loss) from gaming activities and allowances						
	10 a	3,115.				
10 a Gross sales of inventory, less returns and allowances						
	10 a	3,115.				
10 b Less: cost of goods sold						
	10 b	1,604.				
10 c Net income or (loss) from sales of inventory		1,511.	1,511.			
	10 c					
Miscellaneous Revenue	Business Code					
	11 a					
	11 b					
	11 c					
	11 d All other revenue	900099	81.		81.	
11 e Total. Add lines 11a-11d		81.				
12 Total revenue. See instructions		14,692,239.	10,829,786.	0.	577,889.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

		Check if Schedule O contains a response or note to any line in this Part IX <input type="checkbox"/>			
Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2	Grants and other assistance to domestic individuals. See Part IV, line 22				
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees	248,339.	120,553.	127,786.	
6	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages	7,762,138.	7,069,358.	692,780.	
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	103,025.		103,025.	
9	Other employee benefits	994,146.	883,966.	110,180.	
10	Payroll taxes	617,757.	557,309.	60,448.	
11	Fees for services (nonemployees):				
	a Management				
	b Legal				
	c Accounting	65,300.	9,300.	56,000.	
	d Lobbying				
	e Professional fundraising services. See Part IV, line 17				
	f Investment management fees	26,399.		26,399.	
	g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	98,357.	36,326.	62,031.	
12	Advertising and promotion	22,658.	22,202.	456.	
13	Office expenses	539,579.	302,753.	236,826.	
14	Information technology				
15	Royalties				
16	Occupancy	368,117.	257,542.	110,575.	
17	Travel	294,774.	265,351.	29,423.	
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings	18,349.	1,706.	16,643.	
20	Interest				
21	Payments to affiliates	27,465.		27,465.	
22	Depreciation, depletion, and amortization	476,198.	458,746.	17,452.	
23	Insurance	190,788.	130,927.	59,861.	
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
	a FOOD EXPENSE	356,514.	356,514.		
	b MEDICAL SUPPLIES	27,775.	27,775.		
	c CLIENT REIMBURSEMENTS	22,100.	22,100.		
	d BAD DEBT EXPENSE	1,266.		1,266.	
	e All other expenses				
25	Total functional expenses. Add lines 1 through 24e	12,261,044.	10,522,428.	1,738,616.	0.
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

	(A) Beginning of year	(B) End of year
Assets		
1 Cash - non-interest-bearing	4,304.	5,381.
2 Savings and temporary cash investments	3,071,888.	3,585,154.
3 Pledges and grants receivable, net	86,306.	65,310.
4 Accounts receivable, net	1,065,885.	913,312.
5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		
6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		
7 Notes and loans receivable, net		
8 Inventories for sale or use		
9 Prepaid expenses and deferred charges	61,912.	29,498.
10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D		
10b Less: accumulated depreciation		
	11,070,814.	
	6,255,377.	
11 Investments - publicly traded securities		
12 Investments - other securities. See Part IV, line 11		
13 Investments - program-related. See Part IV, line 11		
14 Intangible assets		
15 Other assets. See Part IV, line 11		
16 Total assets. Add lines 1 through 15 (must equal line 33)	4,782,669.	4,815,437.
	1,802,054.	2,467,498.
17 Accounts payable and accrued expenses		
18 Grants payable		
19 Deferred revenue		
20 Tax-exempt bond liabilities		
21 Escrow or custodial account liability. Complete Part IV of Schedule D		
22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		
23 Secured mortgages and notes payable to unrelated third parties		
24 Unsecured notes and loans payable to unrelated third parties		
25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	1,466,335.	0.
26 Total liabilities. Add lines 17 through 25	2,674,258.	1,198,646.
Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/>		
and complete lines 27, 28, 32, and 33.		
27 Net assets without donor restrictions	8,468,522.	10,961,071.
28 Net assets with donor restrictions	2,808,196.	2,121,850.
Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/>		
and complete lines 29 through 33.		
29 Capital stock or trust principal, or current funds		
30 Paid-in or capital surplus, or land, building, or equipment fund		
31 Retained earnings, endowment, accumulated income, or other funds		
32 Total net assets or fund balances	11,276,718.	13,082,921.
33 Total liabilities and net assets/fund balances	13,950,976.	14,281,567.
Liabilities		
Net Assets or Fund Balances		

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	14,692,239.
2	Total expenses (must equal Part IX, column (A), line 25)	12,261,044.
3	Revenue less expenses. Subtract line 2 from line 1	2,431,195.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	11,276,718.
5	Net unrealized gains (losses) on investments	61,354.
6	Donated services and use of facilities	-686,346.
7	Investment expenses	
8	Prior period adjustments	
9	Other changes in net assets or fund balances (explain on Schedule O)	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	13,082,921.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

1 Accounting method used to prepare the Form 990: Cash Accrual Other

If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant?

If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:

Separate basis Consolidated basis Both consolidated and separate basis

b Were the organization's financial statements audited by an independent accountant?

If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:

Separate basis Consolidated basis Both consolidated and separate basis

c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?

If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?

b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	2832408.	2872463.	1308016.	1222664.	3284564.	11520115.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	2832408.	2872463.	1308016.	1222664.	3284564.	11520115.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						11520115.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4	2832408.	2872463.	1308016.	1222664.	3284564.	11520115.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on			82,050.	68,896.	58,779.	209,725.
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						11729840.
12 Gross receipts from related activities, etc. (see instructions)						
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here					12	51,286,185.

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f))	14	98.21 %
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	98.08 %
16a 33 1/3% support test - 2020. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input checked="" type="checkbox"/>	
b 33 1/3% support test - 2019. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
17a 10%-facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
b 10%-facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions	<input type="checkbox"/>	

Schedule A (Form 990 or 990-EZ) 2020

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI .		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI .		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI .		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?		
b A family member of a person described in line 11a above?	11a	
c A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.	11b	
	11c	

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	1	
	2	

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
	1	

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).	1	
3 By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.	2	
	3	

Section E. Type III Functionally Integrated Supporting Organizations

	Yes	No
1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	2a	
b Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b	
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI.	3a	
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.	3b	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions.
 All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income

	(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1	
2 Recoveries of prior-year distributions	2	
3 Other gross income (see instructions)	3	
4 Add lines 1 through 3.	4	
5 Depreciation and depletion	5	
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7 Other expenses (see instructions)	7	
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount

	(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a Average monthly value of securities	1a	
b Average monthly cash balances	1b	
c Fair market value of other non-exempt-use assets	1c	
d Total (add lines 1a, 1b, and 1c)	1d	
e Discount claimed for blockage or other factors (explain in detail in Part VI):		
2 Acquisition indebtedness applicable to non-exempt-use assets	2	
3 Subtract line 2 from line 1d.	3	
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6 Multiply line 5 by 0.035.	6	
7 Recoveries of prior-year distributions	7	
8 Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount

	Current Year	
1 Adjusted net income for prior year (from Section A, line 8, column A)	1	
2 Enter 0.85 of line 1.	2	
3 Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4 Enter greater of line 2 or line 3.	4	
5 Income tax imposed in prior year	5	
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7 <input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2020

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions			Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5	
6	Other distributions (<i>describe in Part VI</i>). See instructions.	6	
7	Total annual distributions. Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8	
9	Distributable amount for 2020 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)

	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1	Distributable amount for 2020 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2020 (reasonable cause required - <i>explain in Part VI</i>). See instructions.		
3	Excess distributions carryover, if any, to 2020		
a	From 2015		
b	From 2016		
c	From 2017		
d	From 2018		
e	From 2019		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2020 distributable amount		
i	Carryover from 2015 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2020 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2020 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.		
6	Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.		
7	Excess distributions carryover to 2021. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2016		
b	Excess from 2017		
c	Excess from 2018		
d	Excess from 2019		
e	Excess from 2020		

Schedule A (Form 990 or 990-EZ) 2020

Part VI

Supplemental Information.

Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

Multiple horizontal lines for supplemental information.

Schedule B (Form 990, 990-EZ, or 990-PF)

Department of the Treasury Internal Revenue Service

Schedule of Contributors

Attach to Form 990, Form 990-EZ, or Form 990-PF. Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Name of the organization

THE ARC TAMPA BAY, INC.

Employer identification number

59-1056551

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ [X] 501(c)(3) (enter number) organization

[] 4947(a)(1) nonexempt charitable trust not treated as a private foundation

[] 527 political organization

Form 990-PF [] 501(c)(3) exempt private foundation

[] 4947(a)(1) nonexempt charitable trust treated as a private foundation

[] 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[X] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

LHA For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2020)

Name of organization

Employer identification number

THE ARC TAMPA BAY, INC.**59-1056551****Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
<u>1</u>		\$ <u>989,103.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
<u>2</u>		\$ <u>71,345.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
<u>3</u>		\$ <u>69,588.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
<u>4</u>		\$ <u>128,295.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
<u>5</u>		\$ <u>242,573.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
<u>6</u>		\$ <u>198,581.</u>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

THE ARC TAMPA BAY, INC.

59-1056551

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7		\$ 1,466,335.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution

Name of organization

Employer identification number

THE ARC TAMPA BAY, INC.

59-1056551

Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____ _____	\$ _____	_____
	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____ _____	\$ _____	_____
	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____ _____	\$ _____	_____
	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____ _____	\$ _____	_____
	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____ _____	\$ _____	_____
	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____ _____	\$ _____	_____

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. ▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

THE ARC TAMPA BAY, INC.

Employer identification number
59-1056551

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the

organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		

- 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? Yes No
- 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? Yes No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

- 1 Purpose(s) of conservation easements held by the organization (check all that apply).
 Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area
 Protection of natural habitat Preservation of a certified historic structure
 Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

- 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶
- 4 Number of states where property subject to conservation easement is located ▶
- 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? Yes No
- 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶
- 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$
- 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? Yes No
- 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

- 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.
- b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1	▶ \$	_____
(ii) Assets included in Form 990, Part X	▶ \$	_____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1	▶ \$	_____
b Assets included in Form 990, Part X	▶ \$	_____

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2020

032051 12-01-20

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a Public exhibition
- b Scholarly research
- c Preservation for future generations
- d Loan or exchange program
- e Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:

	1c	1d	1e	1f
c Beginning balance				Amount
d Additions during the year				
e Distributions during the year				
f Ending balance				

- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	1,802,054.	1,898,698.			
b Contributions	470,895.		2,307,007.		
c Net investment earnings, gains, and losses	220,948.	188,484.	91,691.		
d Grants or scholarships					
e Other expenditures for facilities and programs		261,713.	500,000.		
f Administrative expenses	26,399.	23,415.			
g End of year balance	2,467,498.	1,802,054.	1,898,698.		

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment \blacktriangle 100 %
- b Permanent endowment \blacktriangle .0000 %
- c Term endowment \blacktriangle .0000 %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) Unrelated organizations
 - (ii) Related organizations
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

	Yes	No
3a(i)		X
3a(ii)	X	
3b	X	

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		1,719,357.		1,719,357.
b Buildings		6,071,609.	3,640,699.	2,430,910.
c Leasehold improvements				
d Equipment		2,595,179.	2,179,104.	416,075.
e Other		684,669.	435,574.	249,095.

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) \blacktriangle 4,815,437.

Schedule D (Form 990) 2020

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		

Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) **▲**

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		

Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) **▲**

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) DUE FROM AFFILIATES	278,127.
(2) GIFTED LEASE FACILITY	2,121,850.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	

Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) **▲** 2,399,977.

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

(a) Description of liability	(b) Book value
1. (1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	

Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) **▲**

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII.

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e, 1-5) for reconciling revenue and expenses. Total revenue is 11,923,700.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e, 1-5) for reconciling expenses. Total expenses are 12,964,999.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART V, LINE 4:

THE ARC TAMPA BAY HAS ADOPTED INVESTMENT AND SPENDING POLICIES FOR

ENDOWMENT ASSETS THAT ATTEMPT TO PROVIDE A PREDICTABLE STREAM OF FUNDING

TO ITS PROGRAMS WHILE SEEKING TO MAINTAIN THE PURCHASING POWER OF THE

ENDOWMENT ASSETS.

IN ORDER TO MEET THE NEEDS OF THE ARC TAMPA BAY, INC., THE INVESTMENT

STRATEGY IS TO EMPHASIZE TOTAL RETURN, WHICH IS THE AGGREGATE RETURN FROM

CAPITAL APPRECIATION PLUS DIVIDEND AND INTEREST INCOME. SPECIFICALLY, THE

PRIMARY OBJECTIVE IN THE INVESTMENT MANAGEMENT FOR THE RESERVE FUND ASSETS

SHALL BE:

Part XIII Supplemental Information *(continued)*

LIQUIDITY: TO ENSURE THE ABILITY TO MEET ALL EXPECTED OR UNEXPECTED CASH FLOW NEEDS BY INVESTING IN SECURITIES THAT CAN BE SOLD READILY AND EFFICIENTLY.

PRESERVATION OF PURCHASING POWER AFTER SPENDING: TO ACHIEVE RETURNS IN LINE WITH THE RATE OF INFLATION PLUS SPENDING OVER THE INVESTMENT HORIZON IN ORDER TO PRESERVE PURCHASING POWER OF RESERVE FUND ASSETS. RISK CONTROL IS AN IMPORTANT ELEMENT IN THE INVESTMENT OF THE RESERVE FUND ASSETS.

INCOME AND GROWTH: TO ACHIEVE A BALANCED RETURN OF CURRENT INCOME AND MODEST GROWTH OF PRINCIPAL.

PART X, LINE 2:

THE AGENCY AND EACH AFFILIATE ARE EXEMPT FROM FEDERAL INCOME TAXES UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE AND APPLICATION OF STATE LAW. THE ORGANIZATION HAS ADOPTED THE PROVISIONS OF FASB ASC TOPIC 740, INCOME TAXES. AT SEPTEMBER 30, 2021, MANAGEMENT DOES NOT BELIEVE IT HAS TAKEN ANY TAX POSITIONS THAT ARE SUBJECT TO A SIGNIFICANT DEGREE OF UNCERTAINTY. TAX FILINGS FOR FISCAL YEARS AFTER SEPTEMBER 30, 2017 REMAIN OPEN FOR EXAMINATION.

PART XI, LINE 4B - OTHER ADJUSTMENTS:

CONTRIBUTIONS FROM FOUNDATION	985,209.
COST OF GOODS SOLD REPORTED ON PART VIII, LINE 10B	-1,604.
GAIN ON SALE OF FIXED ASSETS	395,958.
GAIN ON EXTINGUISHMENT OF DEBT	1,466,335.
TOTAL TO SCHEDULE D, PART XI, LINE 4B	2,845,898.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Open to Public
Inspection

Name of the organization

THE ARC TAMPA BAY, INC.

Employer identification number

59-1056551

FORM 990, PART III, LINE 4C, PROGRAM SERVICE ACCOMPLISHMENTS:

THE ARC TAMPA BAY ASSISTS INDIVIDUALS WITH IDD BY PROVIDING ASSISTANCE
IN HELPING TO MANAGE EXTREMELY CHALLENGING BEHAVIORS. THE BEHAVIOR TEAM
HELPS TO MINIMIZE CHALLENGING BEHAVIORS BY REPLACING THEM WITH
FUNCTIONALLY EQUIVALENT REPLACEMENT BEHAVIORS WHEN APPLICABLE. A
DETERMINATION IS MADE IF THE INDIVIDUAL REQUIRES ADDITIONAL SERVICES,
AFTER CONDUCTING A THOROUGH BEHAVIORAL ASSESSMENT. THE ARC TAMPA BAY
HAS BEHAVIOR ANALYSTS ON STAFF TO WRITE A PERSON-CENTERED BEHAVIOR PLAN
AND TRAINS THE STAFF PROVIDING THE INDIVIDUAL WITH IDD THEIR SERVICES.
THEY COMPLETE STAFF PROFICIENCY EVALUATIONS AND PROVIDE FEEDBACK ON THE
STAFF AND THEIR INTERACTION WITH THE INDIVIDUAL BASED ON THEIR
PERSON-CENTERED PLAN. THE ARC TAMPA BAY PROVIDES THE NECESSARY LEVEL OF
ASSISTANCE TO ENSURE THOSE WITH ANY CHALLENGING BEHAVIORS CAN SAFELY
LIVE IN THEIR HOME AND SUCCESSFULLY ACCESS THE COMMUNITY.

FORM 990, PART III, LINE 4D, OTHER PROGRAM SERVICES:

TRANSPORTATION SERVICES PROVIDED THROUGH THE ARC TAMPA BAY'S
TRANSPORTATION PROGRAM ARE AVAILABLE TO INDIVIDUALS WHO ARE PRESENTLY
RECEIVING SERVICES FROM ONE OF THE ARC TAMPA BAY'S NUMEROUS PROGRAMS.
THE ARC TAMPA BAY SERVES PEOPLE WITH INTELLECTUAL AND DEVELOPMENTAL
DISABILITIES FROM THE TAMPA BAY AREA. TRANSPORTATION IS AN ADJUNCT
SERVICE AND THE AGENCY'S TRANSPORTATION PROGRAM OPERATES PRIMARILY IN
THE NORTHERN AND CENTRAL AREAS OF PINELLAS COUNTY, FLORIDA.

WE PROVIDE A RANGE OF TRIP PURPOSES THAT INCLUDE: MEDICAL, NUTRITION,
SHOPPING, SOCIAL SERVICE, EDUCATIONAL, EMPLOYMENT, SOCIAL, AND

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ. Schedule O (Form 990 or 990-EZ) 2020

032211 11-20-20

Name of the organization

THE ARC TAMPA BAY, INC.

Employer identification number

59-1056551

RECREATIONAL. CURRENTLY, WE USE A VARIETY OF VEHICLES TO PROVIDE PASSENGER SERVICES. OUR FLEET INCLUDES VANS, MODIFIED VANS, CARS, TRUCKS AND FREIGHTLINERS (WAREHOUSE). ELEVEN OF OUR VEHICLES ARE EQUIPPED FOR WHEELCHAIR SERVICE. OUR FLEET OF VEHICLES IS MAINTAINED BY A VARIETY OF LOCAL GARAGES EQUIPPED TO PERFORM REQUIRED INSPECTIONS AND NEEDED REPAIRS. WE PRESENTLY HAVE 35 VEHICLES FOR PASSENGER TRANSPORT. FUNDING OBTAINED THROUGH THE FEDERAL TRANSIT AUTHORITY WITH LOCAL OVERSIGHT BY THE FLORIDA DEPARTMENT OF TRANSPORTATION HAS BEEN INSTRUMENTAL IN ENSURING THAT OUR FLEET STAYS UP-TO-DATE AND THAT VEHICLES REACHING THEIR "USEFUL LIFE" CAN BE RETIRED FROM THE FLEET. EXPENSES \$ 932. INCLUDING GRANTS OF \$ 0. REVENUE \$ 11,237.

THE HEALTH SERVICES DEPARTMENT PROVIDES THE MEDICAL OVERSIGHT FOR OVER 200 INDIVIDUALS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES WITHIN THE MANY DIFFERENT PROGRAMS THAT THE ARC TB OFFERS. THIS INCLUDES MULTIPLE HOURS OF ASSESSMENTS AND DIRECT HANDS ON CARE EACH MONTH FOR EACH CONSUMER. THE FUNDING FROM THE STATE OF FLORIDA REQUIRES THAT FOR SOME OF THE ELIGIBLE SERVICES A REGISTERED NURSE MUST PROVIDE THE MEDICAL OVERSIGHT WORKING CLOSELY WITH STAFF TO MAKE SURE THAT THE DOCTOR'S ORDERS AND OTHER HEALTH RELATED GOALS AND OBJECTIVES ARE FOLLOWED. THE COST OF PROVIDING THESE PROFESSIONAL NURSING SERVICES IS THE RESPONSIBILITY OF THE ARC TB SO EVEN THOUGH IT IS A REQUIREMENT FROM THE STATE, THESE PROFESSIONAL SERVICES ARE NOT DIRECTLY FUNDED THROUGH THE STATE.

EXPENSES \$ 1,306. INCLUDING GRANTS OF \$ 0. REVENUE \$ 0.

OTHER PROGRAMS: THE ARC TAMPA BAY HAS A DIVERSE TEAM OF ADMINISTRATORS WHO KEEP EACH PROGRAM RUNNING STRONG. EACH PROGRAM IS SEPARATED INTO

Name of the organization

THE ARC TAMPA BAY, INC.

Employer identification number

59-1056551

DIVISIONS, WHICH HAVE THEIR OWN DESIGNATED TEAM OF ADMINISTRATORS.
 DIVISIONS INCLUDE ADULT DAY TRAINING DIVISION, BEHAVIOR INTENSIVE
 RESIDENTIAL PROGRAM, MEDICALLY ELDERLY PROGRAMS, MILD/MODERATE
 DIVISION, AND THE HIGHER SKILLS TEAM.
 EXPENSES \$ 1,148,942. INCLUDING GRANTS OF \$ 0. REVENUE \$ 4,281.

FORM 990, PART VI, SECTION A, LINE 2:

BOARD MEMBERS GERALD (JERRY) FIGURSKI AND MELODY FIGURSKI ARE HUSBAND AND
 WIFE.

FORM 990, PART VI, SECTION A, LINE 6:

ALL PERSONS, REGARDLESS OF RACE, COLOR, CREED OR NATIONAL ORIGIN,
 INTERESTED IN THE PURPOSE OF THIS ORGANIZATION AND WHOSE PHILOSOPHY IS NOT
 IN CONFLICT WITH THE PURPOSES AND POLICIES OF THE ARC OF FLORIDA AND THE
 ARC OF THE UNITED STATES ARE ELIGIBLE FOR MEMBERSHIP IN TATB.

MEMBERSHIP MAY BE OBTAINED ON APPLICATION TO TATB. THE BOARD OF DIRECTORS
 OF TATB MAY ESTABLISH CLASSIFICATIONS OF MEMBERSHIP AND DUES, REVISING SAME
 AS IT DEEMS NECESSARY. ALL CLASSIFICATIONS OF DUES-PAYING MEMBERSHIP SHALL
 BE CONSIDERED AS ACTIVE MEMBERS, WITH VOTING RIGHTS. HONORARY, NON-VOTING
 MEMBERSHIP MAY BE AWARDED TO INDIVIDUALS AT THE DISCRETION OF THE BOARD OF
 DIRECTORS. A MEMBER IN GOOD STANDING SHALL BE ELIGIBLE TO SERVE AS DIRECTOR
 AND/OR OFFICER AND TO VOTE IN PERSON OR BY PROXY - WRITTEN, EMAILED, OR
 FAXED.

NO PERSON WHO IS AN EMPLOYEE OF TATB OR THEIR IMMEDIATE FAMILY SHALL BE A
 VOTING MEMBER NOR BE ELIGIBLE FOR ELECTION AS A DIRECTOR OR AN OFFICER.

Name of the organization

THE ARC TAMPA BAY, INC.

Employer identification number
59-1056551

FORM 990, PART VI, SECTION A, LINE 7A:

THE NOMINATING COMMITTEE SHALL PRESENT THE SLATE OF OFFICERS AND DIRECTORS TO BE CONSIDERED FOR ELECTION TO THE BOARD OF DIRECTORS PRIOR TO THE ANNUAL MEMBERSHIP MEETING. THE SLATE OF OFFICERS AND DIRECTORS TO BE CONSIDERED FOR ELECTION BY TATB MEMBERS, AS ENDORSED BY THE BOARD, SHALL BE PRESENTED TO THE GENERAL MEMBERSHIP NOT LESS THAN 15 DAYS PRIOR TO THE ANNUAL MEMBERSHIP MEETING.

THE MEMBERS OF TATB AT THE ANNUAL MEETING SHALL ELECT ALL OFFICERS WHO SHALL HOLD OFFICE FOR A TERM OF ONE YEAR OR UNTIL THEIR SUCCESSORS SHALL BE DULY ELECTED.

FORM 990, PART VI, SECTION B, LINE 11B:

FORM 990 IS PRESENTED TO THE FINANCE COMMITTEE (A SUB-COMMITTEE OF THE BOARD OF DIRECTORS WHICH INCLUDES THE PRESIDENT, TREASURER, AND SECRETARY) FOR REVIEW PRIOR TO FILING. MANY COMMITTEE MEMBERS HAVE RECEIVED SPECIAL EDUCATION RELATED TO KEY ASPECTS OF THE FORM 990. THE FINANCE COMMITTEE WILL MAKE RECOMMENDATIONS TO THE FULL BOARD IF NECESSARY AT THE FOLLOWING FULL BOARD MEETING.

FORM 990, PART VI, SECTION B, LINE 12C:

THE RISK MANAGEMENT COMMITTEE, A SUB-COMMITTEE OF THE BOARD, MONITORS THE CONFLICT OF INTEREST POLICY QUARTERLY. AS REQUIRED FOR EACH SUB-COMMITTEE, A "CONFLICT OF INTEREST" MESSAGE IS STATED AT THE BEGINNING OF EACH MEETING ACCORDING TO WHAT THE AGENDA FOR EACH MEETING DECLARES.

FORM 990, PART VI, SECTION B, LINE 15:

1) DURING THE 11TH MONTH OF THE FISCAL YEAR THE EXECUTIVE DIRECTOR MUST

Name of the organization

THE ARC TAMPA BAY, INC.

Employer identification number
59-1056551

PRESENT IN WRITING THEIR ASSESSMENT OF MEASURABLE GOALS FOR THEIR POSITION. THIS WILL INCLUDE AT A MINIMUM THEIR OPINION ON HOW THEY HAVE ACHIEVED THE FOLLOWING STANDARD GOALS: MANAGEMENT OF THE AGENCY BUDGET; LEGISLATIVE MEASURES; AND AGENCY STABILITY.

- 2) THE EXECUTIVE DIRECTOR WILL ALSO PRESENT THE METHOD OF ASSESSING THE ASSOCIATE EXECUTIVE DIRECTORS' POSITIONS. ALTHOUGH THE EXECUTIVE DIRECTOR WILL HAVE THE FINAL DECISION FOR EACH ASSOCIATE, THE ASSESSMENT PROCESS WILL BE DISCUSSED WITH THE BOARD ON AN ANNUAL BASIS.
- 3) THE EXECUTIVE COMMITTEE WILL MEET WITH THE EXECUTIVE DIRECTOR DURING THE SECOND HALF OF THE 11TH MONTH IN THE FISCAL YEAR. DURING THIS MEETING THE DOCUMENTATION OF EXPECTATIONS THAT THE EXECUTIVE DIRECTOR HAD COMPILED WILL BE PRESENTED AND DISCUSSED FOR THE EXECUTIVE DIRECTOR'S POSITION.
- 4) THIS MEETING WILL BE USED TO GATHER INFORMATION, ASK QUESTIONS TO CLARIFY ITEMS IF NECESSARY AND DRAW CERTAIN CONCLUSIONS ABOUT THE YEAR THEN COMPLETED. THE MEETING WILL ALSO FORMULATE A BASIS FOR THE NEXT FISCAL YEAR'S GOALS FOR THE EXECUTIVE DIRECTOR'S POSITION.
- 5) THE EXECUTIVE COMMITTEE, AFTER EVALUATING THE INFORMATION THEY HAVE GATHERED, WILL BRING THE SUPPLIED INFORMATION WITH THE APPROPRIATE SUGGESTIONS AND PROPOSALS TO THE FULL BOARD OF DIRECTORS MEETING IN THE 12TH MONTH OF THE FISCAL YEAR. THE FULL BOARD WILL THEN APPROVE (OR DISAPPROVE) THE PROPOSALS SET BY THE EXECUTIVE COMMITTEE. THIS MUST BE MET BY A QUORUM OF THE BOARD OF DIRECTORS.
- FORM 990, PART VI, SECTION C, LINE 19:
- THE ORGANIZATION'S GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS ARE MADE AVAILABLE TO THE PUBLIC UPON REQUEST IN PERSON AT THE ADMINISTRATION OFFICE DURING NORMAL BUSINESS HOURS.

Name of the organization

THE ARC TAMPA BAY, INC.

Employer identification number

59-1056551

FORM 990, PART XII, LINE 2C:

THE FINANCE COMMITTEE IS GIVEN THE AUDIT IN ADVANCE OF THE BOARD OF DIRECTORS MEETING TO GO THROUGH MORE DETAIL THAN MAY BE PRESENTED AT THE FULL BOARD MEETING. THE FINANCE COMMITTEE ALSO WILL HELP WITH THE PROCESS OF SELECTING THE INDEPENDENT AUDITOR AND BRING THE SUGGESTIONS TO THE FULL BOARD MEETING FOR APPROVAL.

**SCHEDULE R
(Form 990)**

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public
Inspection

Name of the organization

THE ARC TAMPA BAY, INC.

Employer identification number

59-1056551

Part I Identification of Disregarded Entities. Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II Identification of Related Tax-Exempt Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
THE ARC TAMPA BAY FOUNDATION, INC. - 59-2174961, 1501 N BELCHER ROAD, STE 244, CLEARWATER, FL 33765	PROVIDE FINANCIAL SUPPORT TO THE ARC TAMPA BAY, INC.	FLORIDA	501(C)(3)	LINE 7	THE ARC TAMPA BAY, INC.	X	
UPARC APARTMENTS, INC. - 59-2846971 1501 N BELCHER ROAD, STE 249 CLEARWATER, FL 33765	PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC	FLORIDA	501(C)(3)	LINE 7	THE ARC TAMPA BAY, INC.	X	
RHA BORROWER CORPORATION - 59-2244936 1501 N BELCHER ROAD, STE 249 CLEARWATER, FL 33765	PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC	FLORIDA	501(C)(3)	LINE 7	THE ARC TAMPA BAY, INC.	X	
RHA BORROWER CORPORATION II - 59-2296594 1501 N BELCHER ROAD, STE 249 CLEARWATER, FL 33765	PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC	FLORIDA	501(C)(3)	LINE 7	THE ARC TAMPA BAY, INC.	X	

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2020

SEE PART VII FOR CONTINUATIONS

Part III Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	

Part IV Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

	Yes	No
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
b Gift, grant, or capital contribution to related organization(s)		X
c Gift, grant, or capital contribution from related organization(s)	X	
d Loans or loan guarantees to or for related organization(s)	X	
e Loans or loan guarantees by related organization(s)		X
f Dividends from related organization(s)		X
g Sale of assets to related organization(s)		X
h Purchase of assets from related organization(s)		X
i Exchange of assets with related organization(s)		X
j Lease of facilities, equipment, or other assets to related organization(s)		X
k Lease of facilities, equipment, or other assets from related organization(s)		X
l Performance of services or membership or fundraising solicitations for related organization(s)	X	
m Performance of services or membership or fundraising solicitations by related organization(s)		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	X	
o Sharing of paid employees with related organization(s)	X	
p Reimbursement paid to related organization(s) for expenses		X
q Reimbursement paid by related organization(s) for expenses		X
r Other transfer of cash or property to related organization(s)		X
s Other transfer of cash or property from related organization(s)		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1) THE ARC TAMPA BAY FOUNDATION, INC.	B	989,103.	CASH TRANSFERRED
(2) UPARC HOUSING IV, INC.	D	73,253.	LOAN BALANCE
(3) UPARC APARTMENTS, INC.	D	110,000.	LOAN BALANCE
(4)			
(5)			
(6)			

Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R. See instructions.

PART II, IDENTIFICATION OF RELATED TAX-EXEMPT ORGANIZATIONS:

NAME OF RELATED ORGANIZATION:

UPARC APARTMENTS, INC.

PRIMARY ACTIVITY: PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC TAMPA BAY

NAME OF RELATED ORGANIZATION:

RHA BORROWER CORPORATION

PRIMARY ACTIVITY: PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC TAMPA BAY

NAME OF RELATED ORGANIZATION:

RHA BORROWER CORPORATION II

PRIMARY ACTIVITY: PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC TAMPA BAY

NAME OF RELATED ORGANIZATION:

UPARC HOUSING, INC.

PRIMARY ACTIVITY: PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC TAMPA BAY

NAME OF RELATED ORGANIZATION:

UPARC HOUSING II, INC.

PRIMARY ACTIVITY: PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC TAMPA BAY

NAME OF RELATED ORGANIZATION:

Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R. See instructions.

UPARC HOUSING III, INC.

PRIMARY ACTIVITY: PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC TAMPA BAY

NAME OF RELATED ORGANIZATION:

UPARC HOUSING IV, INC.

PRIMARY ACTIVITY: PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC TAMPA BAY

NAME OF RELATED ORGANIZATION:

UPARC HOUSING V, INC.

PRIMARY ACTIVITY: PROVIDE HOMES TO CHALLENGED CONSUMERS ASSOCIATED WITH THE ARC TAMPA BAY

THE ARC TAMPA BAY, INC. AND AFFILIATES

**Consolidated Financial Statements, Supplementary
Financial Information and Reports as Required by
the Comptroller General of the United States
and Uniform Guidance**

**September 30, 2021 and 2020
(With Independent Auditors' Report Thereon)**

THE ARC TAMPA BAY, INC. AND AFFILIATES

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**Independent Auditors' Report on Consolidated Financial Statements
and Supplementary Financial Information**

The Board of Directors
The Arc Tampa Bay, Inc.:

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of The Arc Tampa Bay, Inc. and Affiliates (collectively, the "Organization"), which comprise the consolidated statements of financial position as of September 30, 2021 and 2020, and the related consolidated statements of activities and cash flows for the years then ended, the consolidated statement of functional expenses for the year ended September 30, 2021, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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



Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Arc Tampa Bay, Inc. and Affiliates as of September 30, 2021 and 2020, and the changes in their net assets and their cash flows for the years then ended, and their functional expenses for the year ended September 30, 2021, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited The Arc Tampa Bay, Inc. and Affiliates' 2020 consolidated financial statements, and our report dated February 11, 2021 expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein for the year ended September 30, 2020, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statement of financial position as of September 30, 2021 and the consolidating statement of activities for the year then ended are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. The accompanying schedule of expenditures of federal awards, as required by the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"), is presented for purposes of additional analysis and is also not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2022, on our consideration of the Organization's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.



February 28, 2022
St. Petersburg, Florida

AUDITED CONSOLIDATED FINANCIAL STATEMENTS

THE ARC TAMPA BAY, INC. AND AFFILIATES

Consolidated Statements of Financial Position

September 30, 2021 and 2020

Assets	2021	2020
Current assets:		
Cash and cash equivalents	\$ 3,729,842	3,235,862
Accounts receivable:		
Third party payors, net	914,185	1,066,281
Grants	65,963	86,847
Current portion of promises to give	11,600	22,100
Current portion of gifted facility	686,346	686,346
Prepaid expenses	34,773	65,721
	<u>5,442,709</u>	<u>5,163,157</u>
Investments	20,302,631	16,895,916
Promises to give, less current portion	36,610	41,832
Gifted facility, less current portion	1,435,504	2,121,850
Receivable under remainder trusts	2,206,832	2,307,853
Beneficial interest in perpetual trust	721,204	627,120
Assets whose use is limited	358,524	330,207
Property and equipment, net	6,005,300	6,030,560
Other assets	1,360	1,360
	<u>36,510,674</u>	<u>33,519,855</u>
	<u>\$ 36,510,674</u>	<u>33,519,855</u>
Liabilities and Net Assets		
Current liabilities:		
Current portion of long-term debt	\$ 83,243	304,161
Current portion of annuity obligation	-	2,456
Accounts payable	408,870	337,353
Accrued expenses	857,464	934,450
Deferred revenue	62,758	6,689
	<u>1,412,335</u>	<u>1,585,109</u>
	1,412,335	1,585,109
Long-term debt, less current portion	819,096	2,140,664
Annuity obligation, less current portion	-	3,140
	<u>2,231,431</u>	<u>3,728,913</u>
	2,231,431	3,728,913
Net assets:		
Without donor restrictions:		
Board-designated for long-term purposes	6,435,234	4,912,293
Net investment in property and equipment	5,102,961	3,585,735
Undesignated	3,775,555	3,481,466
	<u>15,313,750</u>	<u>11,979,494</u>
	15,313,750	11,979,494
With donor restrictions	18,965,493	17,811,448
	<u>34,279,243</u>	<u>29,790,942</u>
	34,279,243	29,790,942
	<u>\$ 36,510,674</u>	<u>33,519,855</u>
	<u>\$ 36,510,674</u>	<u>33,519,855</u>

See accompanying independent auditors' report and notes to consolidated financial statements.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Consolidated Statement of Activities

**For the Year Ended September 30, 2021
(With Comparative Totals for 2020)**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	
			<u>2021</u>	<u>2020</u>
Operating support and revenue:				
Public support:				
Special events revenue	\$ 361,950	-	361,950	552,906
Special events expense	<u>(47,872)</u>	-	<u>(47,872)</u>	<u>(138,845)</u>
Net revenue from special events	314,078	-	314,078	414,061
Contributions and bequests	<u>676,229</u>	<u>274,905</u>	<u>951,134</u>	<u>867,761</u>
	990,307	274,905	1,265,212	1,281,822
Revenue:				
Third party payors, net	9,756,254	-	9,756,254	9,938,384
Government grants and contracts	774,906	-	774,906	202,742
Program service fees	1,295,104	-	1,295,104	1,188,643
Rent subsidy income	236,773	-	236,773	245,807
Investment return designated for current operations	492,356	1,413,842	1,906,198	879,107
Other	<u>28,330</u>	-	<u>28,330</u>	<u>61,168</u>
	12,583,723	1,413,842	13,997,565	12,515,851
Net assets released from restrictions:				
Expiration of time restrictions	826,263	(826,263)	-	-
Satisfaction of donor use restrictions	<u>419,082</u>	<u>(419,082)</u>	-	-
	<u>1,245,345</u>	<u>(1,245,345)</u>	-	-
Total operating support and revenue	14,819,375	443,402	15,262,777	13,797,673
Operating expenses:				
Program services	11,305,381	-	11,305,381	11,702,114
Supporting services	<u>2,340,600</u>	-	<u>2,340,600</u>	<u>2,429,897</u>
Total operating expenses	<u>13,645,981</u>	-	<u>13,645,981</u>	<u>14,132,011</u>
Change in net assets from operations	1,173,394	443,402	1,616,796	(334,338)
Other changes:				
Investment return in excess of amounts designated for current operations	292,973	681,742	974,715	882,638
Contribution of gifted facility	-	-	-	3,484,333
Gain on sale of property and equipment	395,958	-	395,958	7,012
Change in value of split-interest agreements	5,596	28,901	34,497	(39,220)
Gain on extinguishment of debt	<u>1,466,335</u>	-	<u>1,466,335</u>	-
Change in net assets	3,334,256	1,154,045	4,488,301	4,000,425
Net assets, beginning of year	<u>11,979,494</u>	<u>17,811,448</u>	<u>29,790,942</u>	<u>25,790,517</u>
Net assets, end of year	\$ <u>15,313,750</u>	<u>18,965,493</u>	<u>34,279,243</u>	<u>29,790,942</u>

See accompanying independent auditors' report and notes to consolidated financial statements.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Consolidated Statement of Activities

For the Year Ended September 30, 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Operating support and revenue:			
Public support:			
Special events revenue	\$ 552,906	-	552,906
Special events expense	<u>(138,845)</u>	<u>-</u>	<u>(138,845)</u>
Net revenue from special events	414,061	-	414,061
Contributions and bequests	<u>134,954</u>	<u>732,807</u>	<u>867,761</u>
	549,015	732,807	1,281,822
Revenue:			
Third party payors, net	9,938,384	-	9,938,384
Government grants and contracts	202,742	-	202,742
Program service fees	1,188,643	-	1,188,643
Rent subsidy income	245,807	-	245,807
Investment return designated for current operations	327,706	551,401	879,107
Other	<u>61,168</u>	<u>-</u>	<u>61,168</u>
	11,964,450	551,401	12,515,851
Net assets released from restrictions:			
Expiration of time restrictions	1,097,875	(1,097,875)	-
Satisfaction of donor use restrictions	<u>474,087</u>	<u>(474,087)</u>	<u>-</u>
	1,571,962	(1,571,962)	-
Total operating support and revenue	14,085,427	(287,754)	13,797,673
Operating expenses:			
Program services	11,702,114	-	11,702,114
Supporting services	<u>2,429,897</u>	<u>-</u>	<u>2,429,897</u>
Total operating expenses	14,132,011	-	14,132,011
Change in net assets from operations	(46,584)	(287,754)	(334,338)
Other changes:			
Investment return in excess of amounts designated for current operations	200,896	681,742	882,638
Contribution of gifted facility	-	3,484,333	3,484,333
Gain on sale of equipment	7,012	-	7,012
Change in value of split-interest agreements	<u>(739)</u>	<u>(38,481)</u>	<u>(39,220)</u>
Change in net assets	160,585	3,839,840	4,000,425
Net assets, beginning of year	<u>11,818,909</u>	<u>13,971,608</u>	<u>25,790,517</u>
Net assets, end of year	\$ <u>11,979,494</u>	<u>17,811,448</u>	<u>29,790,942</u>

See accompanying independent auditors' report and notes to consolidated financial statements.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Consolidated Statement of Functional Expenses

**For the Year Ended September 30, 2021
(With Comparative Totals for 2020)**

	<u>Program Services</u>				<u>Total Program Services</u>	<u>Supporting Services</u>		<u>Total Supporting Services</u>	<u>Total Expenses</u>	
	<u>Developmental Services</u>	<u>Residential Services</u>	<u>HUD Projects</u>	<u>Other Programs</u>		<u>Administration</u>	<u>Development</u>		<u>2021</u>	<u>2020</u>
Salaries and wages	\$ 1,428,072	4,894,073	-	867,765	7,189,910	902,364	114,466	1,016,830	8,206,740	8,683,214
Payroll taxes	113,357	380,130	-	63,824	557,311	67,261	8,762	76,023	633,334	641,694
Employee benefits	185,498	619,587	-	78,881	883,966	227,342	8,876	236,218	1,120,184	978,083
Total salaries and related expenses	1,726,927	5,893,790	-	1,010,470	8,631,187	1,196,967	132,104	1,329,071	9,960,258	10,302,991
Professional fees	6,454	23,755	1,502	2,345	34,056	118,356	-	118,356	152,412	142,431
Service contracts	11,020	3,656	-	-	14,676	15,792	-	15,792	30,468	25,768
Grants to others	-	-	-	3,894	3,894	-	-	-	3,894	-
Insurance	77,928	134,394	36,609	27,052	275,983	75,881	-	75,881	351,864	404,561
Rent expense	363,207	-	-	36,442	399,649	329,101	-	329,101	728,750	728,750
Telephone and utilities	102,848	142,218	124,421	16,848	386,335	88,191	2,932	91,123	477,458	470,951
Repairs and maintenance	42,215	207,545	64,781	29,170	343,711	84,381	-	84,381	428,092	479,708
Food costs	-	356,514	-	-	356,514	-	-	-	356,514	351,418
Vehicle fuel	3,220	31,927	-	1,082	36,229	10,708	-	10,708	46,937	52,505
Travel and training	8,248	1,098	-	6,976	16,322	18,255	-	18,255	34,577	58,448
Supplies	20,748	106,497	-	27,579	154,824	179,583	-	179,583	334,407	311,231
Advertising and promotion	5	-	-	22,197	22,202	456	-	456	22,658	9,048
Dues and memberships	325	-	-	300	625	29,750	4,549	34,299	34,924	51,920
Licenses and fees	576	9,806	436	4,437	15,255	2,177	-	2,177	17,432	17,486
Bad debt expense (recoveries)	-	-	-	-	-	1,266	-	1,266	1,266	(2,985)
Interest	-	-	82,742	-	82,742	-	-	-	82,742	89,444
Other	1,183	3,153	75	775	5,186	8,902	21,510	30,412	35,598	42,527
Total expenses before depreciation	2,364,904	6,914,353	310,566	1,189,567	10,779,390	2,159,766	161,095	2,320,861	13,100,251	13,536,202
Depreciation	90,415	349,747	67,244	18,585	525,991	18,023	1,716	19,739	545,730	595,809
Total expenses - 2021	\$ 2,455,319	7,264,100	377,810	1,208,152	11,305,381	2,177,789	162,811	2,340,600	13,645,981	
Total expenses - 2020	\$ 2,543,347	7,598,243	420,538	1,139,986	11,702,114	2,235,025	194,872	2,429,897		14,132,011

See accompanying independent auditors' report and notes to consolidated financial statements.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Consolidated Statements of Cash Flows

For the Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Operating activities:		
Change in net assets	\$ 4,488,301	4,000,425
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	545,730	595,809
Gain on sale of property and equipment	(395,958)	(7,012)
Unrealized and realized gains on investments	(2,849,342)	(1,621,690)
Gain on extinguishment of debt	(1,466,335)	-
Noncash contribution of gifted facilities	-	(3,536,946)
Noncash contribution under remainder trusts	(46,175)	(354,050)
Change in value of split-interest agreements	(34,497)	39,220
Changes in assets and liabilities:		
Accounts receivable	188,702	807,510
Gifted facility	686,346	728,750
Prepaid expenses	30,948	6,662
Accounts payable	71,517	40,531
Accrued expenses	(76,986)	165,484
Deferred revenue	56,069	(85,923)
	<u>1,198,320</u>	<u>778,770</u>
Investing activities:		
Purchases of property and equipment	(601,657)	(372,287)
Proceeds from sale of property and equipment	477,145	7,012
Purchases of investment securities	(8,796,568)	(11,513,792)
Proceeds from sale of investment securities	8,239,195	11,805,749
	<u>(681,885)</u>	<u>(73,318)</u>
Financing activities:		
Cash received from liquidation of remainder trusts	82,013	351,225
Payments made to donor annuitants	-	(2,550)
Proceeds from Paycheck Protection Program loan	-	1,466,335
Principal paid on long-term debt	(76,151)	(69,681)
	<u>5,862</u>	<u>1,745,329</u>
Net cash provided by financing activities	<u>5,862</u>	<u>1,745,329</u>
Net increase in cash and cash equivalents	522,297	2,450,781
Cash and cash equivalents, beginning of year	<u>3,566,069</u>	<u>1,115,288</u>
Cash and cash equivalents, end of year	<u>\$ 4,088,366</u>	<u>3,566,069</u>
Cash and cash equivalents consist of:		
Cash and cash equivalents	\$ 3,729,842	3,235,862
Assets whose use is limited	358,524	330,207
	<u>\$ 4,088,366</u>	<u>3,566,069</u>
Supplemental cash flow information:		
Interest paid	<u>\$ 83,308</u>	<u>89,963</u>

See accompanying independent auditors' report and notes to consolidated financial statements.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

(1) Description of Organization and Summary of Significant Accounting Policies

(a) Description of Organization

The Arc Tampa Bay, Inc. (the “Agency”) was organized to promote the general welfare of persons with intellectual and developmental disabilities through specialized programs and services in the Tampa Bay area including Pinellas County, Florida. Programs include residential services, adult day programs that promote daily living, work opportunities and recreational activities; and health, transportation and behavioral services. The Agency’s primary sources of revenues are from federal, state and local governmental agencies.

The financial activities of certain affiliates created and controlled by the Agency have been included in these consolidated financial statements. These affiliates were organized by the Agency in order to apply for direct loans and grants from the U.S. Department of Housing and Urban Development (“HUD”) to finance the development of group homes for persons with intellectual and developmental disabilities. Such activities are an ongoing part of the Agency’s program of services.

The Arc Tampa Bay Foundation, Inc. (the “Foundation”) is a related not-for-profit organization founded to provide financial support to The Arc Tampa Bay, Inc. and its affiliates. The Foundation receives support from individuals, corporations and fund-raising events.

(b) Principles of Consolidation and Financial Statement Presentation

The consolidated financial statements include the financial statements of the Agency, the related HUD affiliates, and the Foundation (collectively, the “Organization”). All significant intercompany balances and transactions have been eliminated in the consolidation.

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions: Net assets without donor restrictions are available for use at the discretion of the Organization’s Board of Directors (the “Board”) and/or management for general operating purposes. From time to time, the Board designates a portion of these net assets for specific purposes which makes them unavailable for use at management’s discretion.

Net Assets With Donor Restrictions: Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions. The Organization reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, the net assets are reclassified as net assets without donor restrictions and reported in the accompanying consolidated statements of activities as net assets released from restrictions.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(1) **Description of Organization and Summary of Significant Accounting Policies - Continued**

(b) **Principles of Consolidation and Financial Statement Presentation - Continued**

Some net assets with donor restrictions include a stipulation that assets provided be maintained in perpetuity while permitting the Organization to spend the income generated by the assets in accordance with the provisions of additional donor imposed stipulations or a Board approved spending policy.

The Financial Accounting Standards Board (“FASB”) issued authoritative guidance establishing two levels of U.S. GAAP - authoritative and nonauthoritative - and making the Accounting Standards Codification (“ASC”) the source of authoritative, nongovernmental GAAP, except for rules and interpretive releases of the Securities and Exchange Commission. This guidance is incorporated into ASC Topic 105, *Generally Accepted Accounting Principles*. The consolidated financial statements of the Organization are prepared in accordance with accounting principles generally accepted in the United States of America.

(c) **Cash Equivalents**

The Organization considers all highly liquid investments, including money market funds, to be cash equivalents.

(d) **Assets Whose Use Is Limited**

Assets whose use is limited represents restricted cash balances of certain HUD funded affiliates which are maintained for specific purposes under HUD regulations, primarily for the reinvestment in building improvements and equipment. Funds may only be withdrawn from these restricted accounts with the prior approval of HUD.

(e) **Accounts Receivable**

Accounts receivable are comprised primarily of amounts due from HUD and the State of Florida Medicaid and Medicaid waiver programs along with amounts due from private pay sources. Receivables from funding agencies under grant agreements are due from federal, state, and local agencies. Accounts receivable are stated at unpaid balances, less an allowance for doubtful accounts. The Organization provides for losses on receivables using the allowance method. The allowance is primarily based on historical experience and the terms of third-party contracts. Receivables are considered impaired if full principal payments are not received in accordance with their terms. The Organization charges off uncollectible accounts receivable when management determines the receivable will not be collected. As of September 30, 2021 and 2020, the allowance for doubtful accounts was \$0.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(1) Description of Organization and Summary of Significant Accounting Policies - Continued

(f) Contributions

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions.

Conditional contributions are recorded as revenue when such amounts become unconditional which generally involves the meeting of a barrier to entitlement. This can include items like meeting a matching provision, incurring specified allowable expenses in accordance with an applicable framework, allowable costs under a government grant or other barriers.

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence allowable qualifying expenditures. Amounts received are recognized as revenue when the Organization has provided certain services and incurred expenditures in compliance with specific contract or grant provisions. Cash received in excess of revenue recognized is recorded as refundable advances. There were no refundable advances at September 30, 2021 and 2020. At September 30, 2021, the Organization has been awarded grants and contracts of \$148,500, of which no amounts had been received in advance, that have not been recognized in the accompanying consolidated financial statements because the conditions have not been met.

(g) Promises to Give

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. It is the Organization's policy to charge off uncollectible pledges receivable when management determines the receivable will not be collected. Conditional promises to give are not recorded as support until such amounts become unconditional which generally involves the meeting of a barrier to entitlement.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(1) Description of Organization and Summary of Significant Accounting Policies - Continued

(h) Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are carried at their fair values in the Organization's consolidated statements of financial position. Donated investments are initially recorded at fair value on the date of donation and thereafter reported in accordance with the above provisions. Realized gains and losses are included in investment return and are calculated based on proceeds received less cost. The cost of securities sold is based on the specific identification method. Unrealized gains and losses are included in the change in net assets in the accompanying consolidated statements of activities.

(i) Property and Equipment

Property and equipment are recorded at cost and capitalized if the cost exceeds \$500. Repairs are expensed as incurred. Depreciation is computed using the straight-line method over the following estimated useful lives of the assets:

Buildings and improvements	5 - 30 years
Vehicles	3 - 7 years
Furniture and equipment	3 - 10 years

Contributed property and equipment are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

(j) Charitable Gift Annuity

The Foundation maintains custody of the assets related to a charitable gift annuity agreement ("CGA") and makes specified distributions to a designated beneficiary over the term of the annuity. Assets under the annuity are recorded at fair value. The annuity obligation associated with the CGA is determined based on the actuarial present value of the estimated future payments to be made to the designated beneficiary. The discount rate used in computing the present value is 2%. The liability is reduced as distributions are paid to the beneficiary.

(k) In-Kind Contributions

Donations of supplies are recorded as support at their estimated fair value at the date of donation. Donations of services are recorded as support at their estimated fair value if they require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(1) **Description of Organization and Summary of Significant Accounting Policies - Continued**

(k) **In-Kind Contributions - Continued**

A substantial number of unpaid volunteers have made significant contributions of their time to develop the Organization's programs and special events. No amounts have been recognized in the accompanying consolidated statements of activities because the criteria for recognition of such volunteer effort under FASB ASC Topic 958 relating to *Not-for-Profit Entities* have not been satisfied.

(l) **Deferred Revenue**

The Foundation records sponsorship revenues received in advance of special events as deferred revenue until such time as the event has taken place.

(m) **Revenue Recognition**

Funds received from HUD under the Section 811 Capital Advance Financing Program for the acquisition and development of housing for the disabled are recognized as grant revenue when requests for disbursements are approved by HUD and the funds are received. Residents of units in the HUD properties pay monthly rent determined by their ability to pay. A rent subsidy is also received from HUD based upon a predetermined amount per unit.

The Organization provides adults with developmental disabilities certain program services which are paid for by clients or certain third-party payers (including health insurers and government reimbursement programs). These program services include institutional care such as day services, community living and employment services. The Organization's performance obligations consist of the time spent providing the services to clients. Revenue is reported in the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing these program services. Fees for program services are recognized over time as the services are provided based on standard charges, net of any contractual adjustment under insurance contracts. Program services are billed monthly and amounts collected in advance are recorded as contract liabilities.

(n) **Functional Allocation of Expenses**

The cost of providing certain activities have been summarized on a functional basis in the consolidated statement of functional expenses. Expenses directly attributable to a specific functional area of the Organization are reported as direct expenses of those functional areas while indirect costs that benefit multiple functional areas have been allocated among the functional areas based on either time spent by employees on each functional area or based on a square footage analysis for all indirect occupancy-related expenses.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(1) **Description of Organization and Summary of Significant Accounting Policies - Continued**

(o) **Income Taxes**

The Agency and each affiliate are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and application of state law. The Organization has adopted the provisions of FASB ASC Topic 740, Income Taxes. At September 30, 2021, management does not believe it has taken any tax positions that are subject to a significant degree of uncertainty. Tax filings for fiscal years after September 30, 2017 remain open for examination.

(p) **Fair Value Measurements**

The consolidated financial statements are prepared in accordance with FASB ASC Topic 820, *Fair Value Measurement*, for all financial assets and liabilities and for nonfinancial assets and liabilities recognized or disclosed at fair value in the consolidated financial statements on a recurring basis (at least annually). ASC Topic 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 describes three levels of inputs that may be used to measure fair value:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices in active markets for identical assets;

Level 2: Inputs other than quoted prices within Level 1 that are observable for the asset, either directly or indirectly;

Level 3: Inputs to the valuation methodology that are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

(q) **Estimates**

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(1) **Description of Organization and Summary of Significant Accounting Policies - Continued**

(r) **Going Concern Evaluation**

On an annual basis, as required by FASB ASC Topic 205, *Presentation of Financial Statements - Going Concern*, the Organization performs an evaluation to determine whether there are conditions or events (known and reasonably knowable), considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

(s) **Reclassifications**

Certain amounts in the 2020 consolidated financial statements have been reclassified for comparative purposes to conform to the 2021 presentation.

(t) **Prior-Year Summarized Comparative Information**

The consolidated statement of functional expenses includes certain prior-year summarized comparative information in total but not by functional category. Such information does not include sufficient detail to constitute a presentation in accordance with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's consolidated financial statements for the year ended September 30, 2020, from which the summarized information was derived.

(u) **Recent Accounting Pronouncements**

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), that will supersede most current revenue recognition guidance. The core principle of the new guidance is that an entity will recognize revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. The standard provides a five-step analysis of transactions to determine when and how revenue is recognized. Additionally, the guidance requires disclosures related to the nature, amount, timing and uncertainty of revenue that is recognized. In August 2015, the FASB issued ASU No. 2015-14 which deferred the provisions of ASU No. 2014-09 to annual reporting periods beginning after December 15, 2018. In June 2020, the FASB issued ASU No. 2020-05, which deferred the effective date for all entities that had not yet adopted Topic 606 to annual reporting periods beginning after December 15, 2019. On October 1, 2020, the Organization adopted ASC Topic 606 using the modified retrospective approach. In connection with adoption, the Organization determined that no transition adjustment was necessary as of October 1, 2020 after the application of the standard.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(2) Promises to Give

Promises to give at September 30, 2021 and 2020 consist of the following:

	2021	2020
Outstanding pledges	\$ 50,200	65,700
Less unamortized discount	(1,990)	(1,768)
	\$ 48,210	63,932
Amounts due in:		
Less than one year	\$ 11,600	22,100
One to five years	38,600	43,600
	\$ 50,200	65,700

Promises to give due in more than one year are reflected at the present value of estimated future cash flows using discount rates ranging from 1.28% to 2.32%.

(3) Investments

At September 30, 2021 and 2020, the cost and fair value of investments were as follows:

	2021		2020	
	Cost	Fair Value	Cost	Fair Value
The Arc Tampa Bay, Inc.:				
Money market funds	\$ 41,304	41,304	38,453	38,453
Corporate bonds	369,385	376,290	367,671	396,052
U.S. Treasury and Agency obligations	490,142	500,626	317,892	355,540
Fixed income mutual funds	650,943	649,044	263,351	270,536
Common stock	670,087	900,234	630,404	741,473
	2,221,861	2,467,498	1,617,771	1,802,054
The Arc Tampa Bay Foundation, Inc.:				
Money market funds	873,618	873,618	968,756	968,756
Corporate bonds	2,820,579	2,913,207	2,364,150	2,500,662
U.S. Treasury and Agency obligations	3,561,719	3,589,435	2,783,179	2,861,927
Common stock	5,838,309	10,458,873	5,562,508	8,762,517
	13,094,225	17,835,133	11,678,593	15,093,862
Total	\$ 15,316,086	20,302,631	13,296,364	16,895,916

The Organization's investments in equity and fixed income securities are not concentrated in a single entity or in a few entities, nor are there any specific industry concentrations.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(3) Investments - Continued

The following schedule summarizes investment return and its classification in the accompanying consolidated statements of activities for the years ended September 30, 2021 and 2020:

	2021	2020
Interest and dividend income	\$ 176,612	262,062
Net realized and unrealized gains	2,849,342	1,621,690
Investment management fees	(145,041)	(122,007)
Total investment return	2,880,913	1,761,745
Investment return designated for current operations	1,906,198	879,107
Investment return in excess of amounts designated for current operations	\$ 974,715	882,638

(4) Gifted Facility

The Organization operates certain programs and supporting services from its offices located in the Long Center under a below market lease agreement with the City of Clearwater. Under the terms of the agreement, the Organization was required to pay \$1 rent per year for the five year period ended September 30, 2019 for approximately 55,000 square feet of space. Effective October 1, 2019, the lease was renewed for a five year period ending September 30, 2024. Recognition of the fair values of the lease is summarized as follows:

Balance at September 30, 2019	\$ -
Recognition of contribution of gifted facility upon lease renewal	3,484,333
Recognition of annual fair value of gifted facility	52,613
Recognition of rent expense for the year ended September 30, 2020	(728,750)
Balance at September 30, 2020	2,808,196
Recognition of annual fair value of gifted facility	42,404
Recognition of rent expense for the year ended September 30, 2021	(728,750)
Balance at September 30, 2021	2,121,850
Current portion of gifted facility	686,346
Gifted facility, less current portion	\$ 1,435,504

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(5) Property and Equipment

Property and equipment at September 30, 2021 and 2020 consists of the following:

	2021	2020
Land	\$ 2,210,389	2,260,389
Buildings and improvements	9,639,945	9,529,167
Vehicles	1,731,538	1,775,400
Furniture and equipment	1,645,105	1,488,290
	15,226,977	15,053,246
Less accumulated depreciation	9,221,677	9,022,686
	\$ 6,005,300	6,030,560

Depreciation expense for the years ended September 30, 2021 and 2020 was \$545,730 and \$595,809, respectively.

The Organization entered into certain agreements with the State of Florida Department of Transportation (“FDOT”) in which the FDOT contributes a percentage of the cost of vehicles to the Organization, to be used to transport the elderly and the handicapped. The title to each vehicle purchased with FDOT funds is subject to a lien in favor of the FDOT for the full amount of the purchase price. Such liens are satisfied at the end of the useful life of the vehicle as defined by the contract, which is a minimum of five years and/or 200,000 miles. It is the intent of the Organization to retain these vehicles for their total useful lives.

During the years ended September 30, 1997 and 1996, the Organization received a total of \$968,900 from HUD under the Section 811 Capital Advance Financing Program to acquire and develop housing for the mentally disabled. Under the terms of the program, the Group must maintain these housing units for use by the mentally disabled for 40 years. If during the 40-year period, the housing units are used for other non-authorized purposes, HUD can request, at its option, the repayment of the original advance. It is the intent of the Organization to maintain these housing units for use by the mentally disabled for the entire 40-year period.

During the fiscal year ended September 30, 2006, a building and the land (known as Kathy’s House) was donated to the Organization. The property is donor-restricted from sale through September 12, 2065. The likelihood of any of the conditions to revert ownership is considered remote.

During the year ended September 30, 2006, the Organization received a total of \$450,000 from Pinellas County through the Community Development Block Grant Program (“CDBG”) for the acquisition of property. Under the terms of this program, the Organization must maintain these housing units for families whose annual incomes do not exceed 80% of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger families, for 15 years. It is the intent of the Organization to maintain these housing units for use by the mentally disabled for the entire 15-year period.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(5) **Property and Equipment - Continued**

During the year ended September 30, 2006, the Organization received a total of \$316,583 from Pinellas County through the HOME Investment Partnership Program (“HOME”) for the acquisition of property. Under the terms of this program, the Organization must maintain these housing units for use by low income families whose annual incomes do not exceed 60% of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger families, for 20 years. It is the intent of the Organization to maintain these housing units for authorized use for the entire 20-year period.

During the year ended September 30, 2008, the Organization received an additional amount of \$375,547 from Pinellas County through HOME for the acquisition of property. Under the terms of this program, the facilities must maintain these housing units for use by low income families whose gross annual incomes do not exceed 50% or 80% of the median income for the area, as determined and made available by HUD with adjustments for smaller and larger families, for a period of 30 years. It is the intent of the Organization to maintain these housing units for authorized use for the entire 30-year period.

During the year ended September 30, 2012, the Organization received a \$300,000 grant from Pinellas County, Florida (the “County”) for acquisition of Harborside Studios. Under the terms of this program, the facilities must be used for an art studio for the grant term which expires October 4, 2029. If the studios are used for other non-authorized purposes during the grant term, the County can request, at its option, repayment of a proportionate amount of the grant award.

During the year ended September 30, 2021, the Organization completed the sale of the Excaliber group home. Proceeds from the sale totaled \$470,895 and the Organization recognized a \$390,724 gain on the sale.

(6) **Split-Interest Agreements**

Beneficial Interest in Perpetual Trust

The Foundation is an income beneficiary of a perpetual trust held by a third party. The Foundation’s 14.35% interest in this perpetual trust is measured based on the fair value of the trust assets. Investment income, including the change in fair value of the trust assets and distributions from the trust, is reported as revenue without donor restrictions as stipulated in the individual trust agreement.

Receivable Under Charitable Remainder Trusts

The Foundation is the beneficiary of several charitable remainder trusts held by third parties. Annual changes to these trusts are recorded as a change in value of split-interest agreements in the accompanying statements of activities as revenue without donor restrictions or with donor restrictions as stipulated in the individual trust agreements.

Charitable Gift Annuity

Under one charitable gift annuity agreement, the Foundation received a stated amount, and in consideration of the amount transferred, has agreed to pay the donor annuitant a specified annuity payment during their lifetime. The donor annuitant died in October 2020. Quarterly distributions under the charitable gift annuity agreement total \$0 and \$2,550 for the years ended September 30, 2021 and 2020, respectively.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(7) Short-Term Borrowing Arrangement

The Arc Tampa Bay Foundation, Inc. has a short-term borrowing arrangement with the brokerage institution holding its investments. The arrangement allows the Foundation to borrow up to \$1.3 million using its investments as collateral. Interest is payable monthly at 30-day LIBOR plus a spread which ranges from 3% to 5% depending on the outstanding balance. There was no outstanding balance at September 30, 2021 and 2020 under this arrangement.

(8) Long-Term Debt

Long-term debt consists of the following at September 30, 2021 and 2020:

	2021	2020
8.375% mortgage note payable, \$5,544 due monthly, including principal and interest, maturing in 2031, secured by real property.	\$ 444,758	472,748
9.25% mortgage note payable, \$1,785 due monthly, including principal and interest, maturing in 2030, secured by real property.	127,341	136,510
9.25% mortgage note payable, \$1,735 due monthly, including principal and interest through 2027, secured by real property.	123,781	132,695
9.25% mortgage note payable, \$1,575 due monthly, including principal and interest through 2027, secured by real property.	84,290	94,910
9.25% mortgage note payable, \$1,580 due monthly, including principal and interest through 2027, secured by real property.	83,099	93,770
9.25% mortgage note payable, \$1,071 due monthly, including principal and interest through 2025, secured by real property.	39,070	47,857
1.00% Paycheck Protection Program loan, \$83,107 due monthly, including principal and interest, beginning July 2021 through December 2022.	-	1,466,335
Total long-term debt	902,339	2,444,825
Less current portion	(83,243)	(304,161)
Total long-term debt, less current portion	\$ 819,096	2,140,664

Mortgage notes payable were secured by property with a net book value of \$1,182,333 and \$1,241,325 as of September 30, 2021 and 2020, respectively.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(8) Long-Term Debt - Continued

The Organization applied for and received a forgivable Paycheck Protection Program Loan of \$1,466,335 as provided under the Federal Coronavirus Aid, Relief and Economic Security Act and the loan was funded on April 13, 2020. Under the terms of the loan, the balance is forgivable to the extent the proceeds are used for certain qualified costs for the 24 week period through September 28, 2020 and that certain employment levels are maintained. The Organization received notice of a legal release from the obligation in November 2020, and therefore has recognized a gain on extinguishment of debt in the amount of \$1,466,335 for the year ended September 30, 2021.

(9) Lease Commitments

The Organization leases certain office equipment under operating lease agreements which expire at various dates through September 2025. Rent expense, including maintenance costs and other month-to-month leases, was approximately \$28,000 for the years ended September 30, 2021 and 2020, respectively.

Future minimum lease payments under noncancellable operating leases are as follows:

<u>Year Ending September 30,</u>	
2022	\$ 5,170
2023	4,513
2024	1,818
2025	<u>919</u>
	<u>\$ 12,420</u>

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(10) Net Assets With Donor Restrictions

Net assets with donor restrictions as of September 30, 2021 and 2020 relate to assets contributed by donors and other funding sources for specific time periods and purposes as follows:

	2021	2020
Subject to time restrictions:		
Gifted facility	\$ 2,121,850	2,808,196
Promises to give	48,210	63,932
Charitable remainder trusts	283,005	598,657
	2,453,065	3,470,785
Subject to use restrictions:		
Benefit for minor children	237,357	372,357
Unappropriated earnings from endowment	5,507,896	4,001,189
Group homes	203,778	20,724
	5,949,031	4,394,270
Net assets held in perpetuity:		
Internally-controlled endowments:		
Thomas Family endowment	5,972,933	5,664,644
Other general endowments	1,945,433	1,945,433
	7,918,366	7,610,077
Externally-controlled endowments:		
Charitable remainder trusts	1,923,827	1,709,196
Beneficial interest in perpetual trust	721,204	627,120
	2,645,031	2,336,316
Total net assets with donor restrictions	\$ 18,965,493	17,811,448

(11) Endowment Funds

The Foundation's internally-controlled endowment net assets are comprised of the investments held in the Thomas Family Endowment Fund (the "TFE Fund"), a general endowment fund received from various donors, and amounts designated by the Foundation's Board of Directors.

In accordance with FASB ASC 958-205-45-28, *Classification of Donor Restricted Endowment Funds Subject to UPMIFA*, the Foundation classifies investment earnings on endowments as a component of net assets with donor restrictions if not appropriated for expenditure in the period earned. Once investment earnings are appropriated for expenditure, the Foundation reclassifies the amount appropriated as a component of net assets without donor restrictions. The general endowment is a donor-restricted endowment that generates unrestricted income to be used for the general operations of the Organization.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(11) Endowment Funds - Continued

The Thomas Family Endowment was established in 1998 by the Thomas Family. Under the terms of the endowment agreement, the Thomas Family contributed \$1,000,000 from 1998 through 2004, and the Foundation raised matching contributions totaling \$2,294,485. From 2006 to 2009, the Foundation raised additional endowment contributions of \$441,789 for a total endowment of \$3,736,274. Under the terms of the Thomas Family Endowment, the Foundation is required to maintain the purchasing power of the endowment and since inception through September 30, 2021, reinvested earnings of \$2,236,660 have been classified as an increase in net assets restricted in perpetuity to maintain the purchasing power of the endowment. In addition, the Foundation is required to appropriate for expenditure all earnings in excess of the CPI restricted amount within five years of earning the income.

The Board of Directors of the Foundation has interpreted the Florida Uniform Prudent Management of Institutional Funds Act (“FUPMIFA”) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as net assets restricted in perpetuity (a) the original value of gifts donated to the permanent endowment; (b) the original value of subsequent gifts to the permanent endowment; and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. In the absence of donor restrictions, the net appreciation on a donor restricted endowment fund is spendable and classified as net assets with donor restrictions until appropriated for expenditure.

Investment Return Objectives, Risk Parameters and Strategies: The Foundation has adopted investment policies, approved by the Board of Directors. The policies stipulate that the endowment investments should be managed as a long-term goal designed to maximize the returns without exposure to undue risk, as defined herein. Whereas it is understood that fluctuating rates of return are characteristic of the securities markets, the greatest concern should be long-term appreciation of the assets and consistency of total portfolio returns. Recognizing that short-term market fluctuations may cause variations in the account performance, the Foundation will pursue a strategy seeking to exceed a benchmark return of a target portfolio consisting of the following:

<u>Asset Class</u>	<u>Minimum %</u>	<u>Maximum %</u>
U.S. equities:	30	55
Large/Mid Cap	25	40
Small Cap	-	15
International equities	5	20
Fixed income	40	60
Cash and equivalents	-	20

Spending Policy: The Foundation has a policy of appropriating for distribution actual earnings as defined under the Thomas Family Endowment plus an amount to be distributed from the general endowment based on the operating needs of The Arc Tampa Bay, Inc. In considering the amount to distribute to The Arc Tampa Bay, Inc., the Foundation considers the long-term expected returns on its endowment investments. Accordingly, over the long term, the Foundation expects the current spending policy will allow its endowment to retain the original fair value of the gifts received.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(11) Endowment Funds - Continued

Composition of internally-controlled endowment net assets as of September 30, 2021 and 2020 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Endowment Net Assets</u>
2021:			
Board-designated endowment	\$ 6,435,234	-	6,435,234
Thomas Family endowment	-	9,428,208	9,428,208
General endowment	-	4,439,189	4,439,189
	<u>\$ 6,435,234</u>	<u>13,867,397</u>	<u>20,302,631</u>
2020:			
Board-designated endowment	\$ 4,912,293	-	4,912,293
Thomas Family endowment	-	8,035,586	8,035,586
General endowment	-	3,948,037	3,948,037
	<u>\$ 4,912,293</u>	<u>11,983,623</u>	<u>16,895,916</u>

Changes in internally-controlled endowment net assets for the years ended September 30, 2021 and 2020 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Endowment Net Assets</u>
Balances, September 30, 2019	\$ 4,648,103	10,918,080	15,566,183
Contributions	-	303,563	303,563
Net investment return	528,453	1,233,143	1,761,596
Transfers	(264,263)	(471,163)	(735,426)
Balances, September 30, 2020	4,912,293	11,983,623	16,895,916
Contributions	795,738	-	795,738
Net investment return	785,187	2,095,584	2,880,771
Transfers	(57,984)	(211,810)	(269,794)
Balances, September 30, 2021	<u>\$ 6,435,234</u>	<u>13,867,397</u>	<u>20,302,631</u>

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(12) Fair Value Measurements

Financial instruments measured at fair value are classified and disclosed in the following categories:

Level 1: Quoted prices are available in active markets for identical investments as of the reporting date. The types of financial instruments included in Level 1 are money market funds, fixed income mutual funds, and common stock.

Level 2: Pricing inputs are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies. The Organization's investments in certificates of deposit, corporate bonds and U.S. Treasury and Agency obligations are considered to be Level 2 fair value measurements.

Level 3: Valuation is based on unobservable inputs. The Foundation's receivables under remainder trusts, its beneficial interest in a perpetual trust, and its annuity obligation are considered to be Level 3 fair value measurements.

Fair value of assets measured on a recurring basis at September 30, 2021 is as follows:

	<u>Fair Value at September 30, 2021</u>	<u>Fair Value Measurements at Reporting Date Using</u>		
		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Assets:				
Investments:				
Money market funds	\$ 914,922	914,922	-	-
Corporate bonds	3,289,497	-	3,289,497	-
U.S. Treasury and Agency obligations	4,090,061	-	4,090,061	-
Fixed income mutual funds	649,044	649,044	-	-
Common stock	11,359,107	11,359,107	-	-
	<u>20,302,631</u>	<u>12,923,073</u>	<u>7,379,558</u>	<u>-</u>
Receivables under remainder trusts	2,206,832	-	-	2,206,832
Beneficial interest in perpetual trust	721,204	-	-	721,204
	<u>23,230,667</u>	<u>12,923,073</u>	<u>7,379,558</u>	<u>2,928,036</u>

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(12) Fair Value Measurements - Continued

Fair value of assets and liabilities measured on a recurring basis at September 30, 2020 is as follows:

	Fair Value at September 30, 2020	Fair Value Measurements at Reporting Date Using		
		Level 1	Level 2	Level 3
Assets:				
Investments:				
Money market funds	\$ 1,007,209	1,007,209	-	-
Corporate bonds	2,896,714	-	2,896,714	-
U.S. Treasury and Agency obligations	3,217,467	-	3,217,467	-
Fixed income mutual funds	270,536	270,536	-	-
Common stock	9,503,990	9,503,990	-	-
	16,895,916	10,781,735	6,114,181	-
Receivables under remainder trusts	2,307,853	-	-	2,307,853
Beneficial interest in perpetual trust	627,120	-	-	627,120
Total assets	\$ 19,830,889	10,781,735	6,114,181	2,934,973
Liabilities:				
Annuity obligation	\$ 5,596	-	-	5,596
Total liabilities	\$ 5,596	-	-	5,596

The following table sets forth a summary of changes in fair value of assets and liabilities using significant unobservable inputs (Level 3) for the years ended September 30, 2021 and 2020:

	Receivables Under Remainder Trusts	Beneficial Interest in Perpetual Trust	Annuity Obligation
Balances at September 30, 2019	\$ 2,352,537	618,092	7,407
Total gains (losses) included in changes in net assets	(47,509)	9,028	739
Contributions	354,050	-	-
Settlements, net	(351,225)	-	(2,550)
Balances at September 30, 2020	2,307,853	627,120	5,596
Total gains included in changes in net assets	(65,183)	94,084	-
Contributions	46,175	-	-
Settlements, net	(82,013)	-	(5,596)
Balances at September 30, 2021	\$ 2,206,832	721,204	-

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(12) Fair Value Measurements - Continued

Quantitative Information About Significant Unobservable Inputs Used in Level 3 Fair Value Measurements

The Organization utilizes discounted cash flow methods to estimate the fair value of receivables under remainder trusts and the annuity obligation. The Organization's beneficial interest in a perpetual trust is based on the fair value of assets held in the trust. Significant unobservable inputs include discount rates and estimated life expectancies of income beneficiaries which range from one to four years.

(13) Liquidity and Availability of Resources

The Organization is supported by contributions with and without donor restrictions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Organization must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditure within one year. As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization regularly monitors liquidity to meet its operating needs and other contractual commitments.

As of September 30, 2021 and 2020, the Organization's financial assets available to meet general expenditures within one year were as follows:

	<u>2021</u>	<u>2020</u>
Financial assets:		
Cash and cash equivalents	\$ 3,729,842	3,235,862
Accounts receivable	1,028,358	1,217,060
Investments	20,302,631	16,895,916
Assets whose use is limited	358,524	330,207
Receivables under remainder trusts	2,206,832	2,307,853
Beneficial interest in perpetual trust	<u>721,204</u>	<u>627,120</u>
Total financial assets	28,347,391	24,614,018
Less amounts unavailable for general expenditure within one year due to:		
Contractual or donor-imposed restrictions:		
Internally-controlled endowments	(7,918,366)	(7,610,077)
Externally-controlled endowments	(2,645,031)	(2,336,316)
Contributions restricted to future periods	(319,615)	(640,489)
Unappropriated earnings from endowments	(5,507,896)	(4,001,189)
Assets whose use is limited	(358,524)	(330,207)
Contributions restricted for specific uses	<u>(441,135)</u>	<u>(393,081)</u>
Total contractual or donor-imposed restrictions	(17,190,567)	(15,311,359)
Board-designated endowment	<u>(6,435,234)</u>	<u>(4,912,293)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 4,721,590</u>	<u>4,390,366</u>

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(14) Contingencies

Consumer Trust Funds

At September 30, 2021 and 2020, the Organization held funds in trust for its consumers totaling \$314,592 and \$270,444, respectively. The transactions related to consumer trust funds are not reflected in the Organization's consolidated financial statements.

Financial Instruments and Operating and Credit Concentrations

The Organization holds its investments in a variety of investment funds. In general, investments are exposed to various risks, such as interest rate, credit, and overall market volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the Organization's investment holdings and the amounts reported in the consolidated financial statements.

Financial instruments which potentially subject the Organization to concentrations of credit risk include cash deposits and investments held by financial institutions in excess of federal deposit insurance limits, accounts receivable, and contributions receivable under promises to give. The Organization grants credit to its residents and consumers, most of whom are local residents of Florida and are beneficiaries under third-party, government-payor agreements.

Approximately 64% and 68% of operating support and revenue was derived from the State of Florida's Medicaid and Medicaid Waiver programs for each of the years ended September 30, 2021 and 2020, respectively.

The Organization is economically dependent on the continuation of reimbursement from Medicaid and various U.S. Department of Housing and Urban Development housing assistance programs.

Medicaid and Medicaid Waiver Programs

A significant percentage of the Organization's revenue resulted from reimbursement from Medicaid and related waiver programs. Laws and regulations governing these programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future governmental review and interpretation, as well as significant regulatory action, including fines, penalties, and exclusion from Medicaid and related waiver programs. The Organization believes that it is in compliance with all applicable laws.

Governmental funding for healthcare programs is subject to statutory and regulatory changes, administrative rulings, interpretations of policy, intermediary determinations and governmental funding restrictions, all of which may materially affect a program reimbursement to providers. Changes in the reimbursement policies of the Medicaid program, as a result of legislative and regulatory actions, could adversely affect the Organization's revenues.

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements - Continued

(15) Risks and Uncertainties

The novel coronavirus (“COVID-19”) spread rapidly across the world in the first quarter of 2020 and was declared a pandemic by the World Health Organization in March 2020. The government and private sector responses to contain its spread began to adversely affect the broader economy and business in general in March 2020 and those impacts will likely affect the Organization’s operations through the remainder of calendar year 2022, although such effects may vary significantly. Beginning in March 2020, the Organization discontinued the provision of certain services, limited other program activities and reduced operating expenses in an effort to conserve resources. The duration and extent of the pandemic and its effects over longer terms cannot be reasonably estimated as of the date the consolidated financial statements were available for issuance. The risks and uncertainties resulting from the pandemic that may affect the results of operating activities, cash flows and financial condition include the nature and duration of any potential curtailment of various Organization activities and the long-term effect on sources of contributions, government contracts and other support and revenue. Accordingly, significant estimates used in the preparation of the consolidated financial statements including those associated with evaluations of certain long-lived assets for impairment and expected credit losses on amounts owed to the Organization may be subject to significant adjustments in future periods.

The pandemic has adversely affected global economic activity and greatly contributed to significant deterioration and instability in financial markets. As a result, there has been heightened market risk and the Organization’s investment portfolio has incurred significant volatility in fair value since March 2020. Because the values of the Organization’s individual investments have and will fluctuate in response to changing market conditions, the amount of losses that will be recognized in future periods, if any, and the related impact on the Organization’s liquidity cannot be determined at this time.

(16) Retirement Plan

The Organization’s employees participate in a 403(b) custodial account retirement plan (the “Plan”) sponsored by The Arc Tampa Bay, Inc. Under the terms of the Plan, employees are eligible to participate their first day of employment by making participant contributions up to the maximum allowed by law. Participants direct the investment of their contributions into various investment options offered by the Plan. The Organization may make discretionary matching contributions to eligible participants after one full year of service equal to 75% of participant contributions up to 4% of compensation. Participants are immediately vested in their own contributions and become fully vested in matching contributions after six years of service. Total retirement plan expense for the years ended September 30, 2021 and 2020 was \$115,652 and \$119,911, respectively.

(17) Subsequent Events

Management of the Organization evaluated all events or transactions that occurred after September 30, 2021 through February 28, 2022, the date the consolidated financial statements were available to be issued. No material events have occurred that require recognition or disclosure in the consolidated financial statements.

SUPPLEMENTARY FINANCIAL INFORMATION

THE ARC TAMPA BAY, INC. AND AFFILIATES

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2021

Federal Agency Pass-through Grantor/ Federal Program	Federal Assistance Listing Number	Contract/ Grant Number	Current Year Expenditures	Transfers to Subrecipients
U.S. Department of Housing and Urban Development				
Passed-through from Pinellas County, Florida:				
<i>CDBG - Entitlement Grants Cluster:</i>				
Community Development Block Grants/Entitlement Grants:	14.218	*		
Outstanding loan (Anclote dated June 2006)		2256-06-05004	\$ 450,000	-
Grant (Harborside Studio dated November 2011)		CD10UPARC	300,000	-
Grant (Harborside Studio dated October 2018)		CD18ARCSH	30,110	-
Grant (Tarpon ADT dated October 2018)		CD18ARCTS	95,500	-
CARES Act Grant		CDCV19ARCTB	53,544	-
Passed-through from City of Clearwater, Florida:				
<i>CDBG - Entitlement Grants Cluster:</i>				
Community Development Block Grants/Entitlement Grants:	14.218	*		
Grant (Ranch Group Home dated October 2018)		n/a	83,458	-
Grant (Classrooms)		n/a	71,345	-
Subtotal - CDBG Entitlement Grants Cluster			1,083,957	-
Passed-through from Pinellas County, Florida:				
HOME Investment Partnership Program:				
Outstanding loan (Live Oak dated August 2008)	14.239	n/a	375,547	-
Outstanding loan (George St. dated December 2005)		n/a	316,583	-
Subtotal - HOME Investment Partnership Program			692,130	-
Subtotal U.S. Department of Housing and Urban Development			1,776,087	-
U.S. Department of Transportation				
Passed through from Florida Department of Transportation:				
<i>Transit Services Program Cluster:</i>				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	FL-2018-061-00	69,588	-
Subtotal - Transit Services Program Cluster			69,588	-
Subtotal U.S. Department of Transportation			69,588	-
U.S. Department of Treasury				
Passed through from Pinellas Community Foundation:				
Coronavirus Relief Fund (CRF)	21.019	*	n/a	242,573
Subtotal - Coronavirus Relief Fund (CRF)			242,573	-
Subtotal U.S. Department of Treasury			242,573	-
Total Expenditures of Federal Awards			\$ 2,088,248	-

* Major federal program

THE ARC TAMPA BAY, INC. AND AFFILIATES

Notes to Schedule of Expenditures of Federal Awards

Year Ended September 30, 2021

(1) Basis of Presentation

The accompanying schedule of expenditures of federal awards (the “Schedule”) includes the federal grant activity of The Arc Tampa Bay, Inc. (the “Agency”) under programs of the federal government for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”). Because the Schedule presents only a selected portion of the operations of The Arc Tampa Bay, Inc., it is not intended to and does not present the consolidated financial position, changes in net assets or cash flows of The Arc Tampa Bay, Inc. and Affiliates. All federal awards passed through other government agencies are included in the accompanying schedule.

(2) Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Agency has elected to not use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

The Organization received federal non-cash assistance from the Florida Department of Transportation under the Transit Services Program Cluster and the Enhanced Mobility of Seniors and Individuals with Disabilities program (Federal AL No. 20.513) in the total amount of \$69,588 for the year ended September 30, 2021.

(3) Loans Outstanding

The federally funded CDBG and HOME mortgages which do not require repayment of principal or interest over the period of the related land use restriction agreements at the beginning of the year are included in federal expenditures in the Schedule. The balances of mortgages outstanding at September 30, 2021 consist of the following:

Federal AL Number	Loan Outstanding	September 30, 2021 Balance
14.239	Home Investment Partnerships Program	\$ 375,547
14.239	Home Investment Partnerships Program	316,583
		\$ 692,130

THE ARC TAMPA BAY, INC. AND AFFILIATES

Consolidating Statement of Activities

For the Year Ended September 30, 2021

	Arc	RHA1	RHA2	Housing 1	Housing 2	Housing 3	Housing 4	Housing 5	Apartments	Foundation	Total	Eliminations	Consolidated Total
Net assets without donor restrictions:													
Operating support and revenue:													
Public support:													
Special events, net	\$ -	-	-	-	-	-	-	-	-	314,078	314,078	-	314,078
Contributions and bequests	5,300	-	-	-	-	-	-	-	-	670,929	676,229	-	676,229
Total support	5,300	-	-	-	-	-	-	-	-	985,007	990,307	-	990,307
Revenue:													
Third party payors, net	9,756,254	-	-	-	-	-	-	-	-	-	9,756,254	-	9,756,254
Government grants and contracts	774,906	-	-	-	-	-	-	-	-	-	774,906	-	774,906
Program service fees	1,075,136	14,336	14,109	17,193	19,992	18,085	36,051	41,550	75,471	-	1,311,923	(16,819)	1,295,104
Rent subsidy income	51,814	25,991	26,091	19,774	24,003	30,663	525	(4,974)	62,886	-	236,773	-	236,773
Investment return designated for current operations	194,550	24	24	31	8	7	6	8	33	297,665	492,356	-	492,356
Other	23,336	-	-	-	-	-	-	-	-	4,994	28,330	-	28,330
Total revenue	11,875,996	40,351	40,224	36,998	44,003	48,755	36,582	36,584	138,390	302,659	12,600,542	(16,819)	12,583,723
Net assets released from restrictions:													
Expiration of time restrictions	728,750	-	-	-	-	-	-	-	-	97,513	826,263	-	826,263
Satisfaction of donor use restrictions	-	-	-	-	-	-	-	-	-	419,082	419,082	-	419,082
Total operating support and revenue	12,610,046	40,351	40,224	36,998	44,003	48,755	36,582	36,584	138,390	1,804,261	14,836,194	(16,819)	14,819,375
Operating expenses:													
Program services	10,880,951	30,379	33,468	36,668	39,918	33,162	52,291	57,734	153,735	989,103	12,307,409	(1,002,028)	11,305,381
Supporting services	2,041,318	-	-	-	-	-	-	-	-	299,282	2,340,600	-	2,340,600
Total expenses	12,922,269	30,379	33,468	36,668	39,918	33,162	52,291	57,734	153,735	1,288,385	14,648,009	(1,002,028)	13,645,981
Change in net assets without donor restrictions from operations	(312,223)	9,972	6,756	330	4,085	15,593	(15,709)	(21,150)	(15,345)	515,876	188,185	985,209	1,173,394
Other changes:													
Investment return in excess of amounts designated for current operations	-	-	-	-	-	-	-	-	-	292,973	292,973	-	292,973
Gain on sale of property and equipment	395,958	-	-	-	-	-	-	-	-	-	395,958	-	395,958
Change in value of split-interest agreements	-	-	-	-	-	-	-	-	-	5,596	5,596	-	5,596
Gain on extinguishment of debt	1,466,335	-	-	-	-	-	-	-	-	-	1,466,335	-	1,466,335
Contributions from subsidiary	985,209	-	-	-	-	-	-	-	-	-	985,209	(985,209)	-
Equity in earnings of subsidiary	814,445	-	-	-	-	-	-	-	-	-	814,445	(814,445)	-
Change in net assets without donor restrictions	3,349,724	9,972	6,756	330	4,085	15,593	(15,709)	(21,150)	(15,345)	814,445	4,148,701	(814,445)	3,334,256
Net assets with donor restrictions:													
Contributions and bequests	42,404	-	-	-	-	-	-	-	-	232,501	274,905	-	274,905
Investment return	-	-	-	-	-	-	-	-	-	2,095,584	2,095,584	-	2,095,584
Change in value of split-interest agreements	-	-	-	-	-	-	-	-	-	28,901	28,901	-	28,901
Equity in earnings of subsidiary	1,840,391	-	-	-	-	-	-	-	-	-	1,840,391	(1,840,391)	-
Net assets released from restriction	(728,750)	-	-	-	-	-	-	-	-	(516,595)	(1,245,345)	-	(1,245,345)
Change in net assets with donor restrictions	1,154,045	-	-	-	-	-	-	-	-	1,840,391	2,994,436	(1,840,391)	1,154,045
Change in net assets	\$ 4,503,769	9,972	6,756	330	4,085	15,593	(15,709)	(21,150)	(15,345)	2,654,836	7,143,137	(2,654,836)	4,488,301

See accompanying independent auditors' report.

INTERNAL CONTROL AND COMPLIANCE



Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Consolidated Financial Statements Performed in Accordance with Government Auditing Standards

The Board of Directors
The Arc Tampa Bay, Inc.:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of The Arc Tampa Bay, Inc. and Affiliates (a nonprofit organization), which comprise the consolidated statement of financial position as of September 30, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 28, 2022.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Mayer Hoffman McCann P.C.

February 28, 2022
St. Petersburg, Florida



Independent Auditors' Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

The Board of Directors
The Arc Tampa Bay, Inc.:

Report on Compliance for Each Major Federal Program

We have audited The Arc Tampa Bay, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on The Arc Tampa Bay, Inc.'s major federal programs for the year ended September 30, 2021. The Arc Tampa Bay, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to its federal awards.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for The Arc Tampa Bay, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about The Arc Tampa Bay, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal programs. However, our audit does not provide a legal determination of The Arc Tampa Bay, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, The Arc Tampa Bay, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended September 30, 2021.

Report on Internal Control Over Compliance

Management of The Arc Tampa Bay, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered The Arc Tampa Bay, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on its major federal programs to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal programs and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of The Arc Tampa Bay, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Mayer Hoffman McCann P.C.

February 28, 2022
St. Petersburg, Florida

THE ARC TAMPA BAY, INC. AND AFFILIATES

Schedule of Findings and Questioned Costs

For the Year Ended September 30, 2021

(A) Summary of Auditors' Results

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of The Arc Tampa Bay, Inc. and Affiliates.
2. No significant deficiencies or material weaknesses relating to the audit of the consolidated financial statements are reported in the Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Consolidated Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of The Arc Tampa Bay, Inc. and Affiliates were disclosed during the audit.
4. No significant deficiencies or material weaknesses relating to the audit of the major federal programs are reported in the Independent Auditors' Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance.
5. The auditors' report on compliance for the major federal programs for The Arc Tampa Bay, Inc. expresses an unmodified opinion.
6. There were no audit findings that are required to be reported in accordance with Section 2 CFR 200.516(a) of the Uniform Guidance.
7. The programs tested as major federal programs were:
 - CDBG - Entitlement Grants Cluster
 - Community Development Block Grants/Entitlement Grant (AL No. 14.218)
 - Coronavirus Relief Fund (CRF) (AL No. 21.019)
8. The threshold for distinguishing Types A and B programs was \$750,000 for major federal programs.
9. The Arc Tampa Bay, Inc. was determined to be a low-risk auditee.

(B) Findings - Audit of Consolidated Financial Statements

None

(C) Findings and Questioned Costs Relating to Federal Awards

None

DESCRIPTIONS (Continued from Page 1)

respect to General Liability, Auto Liability and Excess Liability, subject to the terms, conditions and exclusions of the policy.

Excess Liability policies are follow form.



SUMMARY OF BOUND COVERAGE

THE ARC TAMPA BAY, INC.

PRESENTED BY

**RICKY D. BOUCHARD, AAI, CLCS
VICE PRESIDENT**

**MARSH & McLENNAN AGENCY LLC
BOUCHARD REGION
CLEARWATER, FL 33765**

727 447-6481

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RISK MANAGEMENT TEAM

Client Service Team

		Phone Number	Email Address
Ricky Bouchard, CLCS	Vice President	727-373-2845	ricky.bouchard@MarshMMA.com
Alush Garzon, EI, CLCS, AAI	Vice President	727-373-2826	alush.garzon@MarshMMA.com
Robin Staker, AAI, CISR	Account Manager - Commercial	727-451-3167	robin.staker@MarshMMA.com
Andreina Perello	Customer Service Representative	727-373-2860	andreina.perello@MarshMMA.com
Certificates	Certificate Specialists	Fax: 727-373-2823	certificates@bouchardinsurance.com
Commercial Claims Consultants	Bonnie Grant-Berry, AAI Andrea Alfonso Kim Castellana Mary Beth Roache	800-966-6481	PCClaims@bouchardinsurance.com

Additional Service Team

		Phone Number	Email Address
Workers' Compensation Claims Consultant	Lori Evans	727-373-2824	lori.evans@MarshMMA.com
Workers' Compensation Statistical Coordinator	Danica SinClair	727-373-2722	danica.sinclair@MarshMMA.com
Loss Control Consultant	Matt Mooney	727-451-3127	matt.mooney@MarshMMA.com

NAMED INSURED SCHEDULE

Named Insured	FEIN	Property	General/Professional Liability	Auto	Excess Liability	Workers Comp	Crime	Management Liability	Cyber Liability	Blanket Accident
The Arc Tampa Bay, Inc.	59-1056551	X	X	X	X	X	X	X	X	X
Rha Borrower Corp	59-2244936	X	X	X	X	X	X			
Rha Borrower Corp II	59-2296594	X	X	X	X	X	X			
Uparc Housing	59-2394285	X	X	X	X	X	X			
Uparc Housing II	59-2829921	X	X	X	X	X	X			
Uparc Housing III	59-2876046	X	X	X	X	X	X			
Uparc Housing IV	59-3250595	X	X	X	X	X	X			
Uparc Housing V	59-3250598	X	X	X	X	X	X			
Uparc Apartments	59-2846971	X	X	X	X	X	X			
The Arc Tampa Bay Foundation, Inc.	59-2174961	X	X	X	X		X			

LOCATIONS

Loc #	Address	Property	General/Professional Liability	Auto	Excess Liability	Workers Comp	Crime	Management Liability	Cyber Liability	Blanket Accident
1	2606 Dryer Ave., Largo, FL	X	X	X	X	X	X			
2	675 11th St., Palm Harbor, FL	X	X	X	X	X	X			
3	1545 Pinehurst Rd., Dunedin, FL	X	X	X	X	X	X			
4	664 San Christopher, Dunedin, FL	X	X	X	X	X	X			
5	920 Union St., Dunedin, FL	X	X	X	X	X	X			
6	1501 N Belcher Rd., Clearwater, FL	X	X	X	X	X	X	X	X	X
7	1325 N Highland Ave., Clearwater, FL	X	X	X	X	X	X			
8	1325 N Highland Ave. (Rear), Clearwater, FL	X	X	X	X	X	X			
9	2419 Falcon Lane, Palm Harbor, FL	X	X	X	X	X	X			
10	1329 Lakeview Rd., Clearwater, FL	X	X	X	X	X	X			
11	624 4th Ave N, Safety Harbor, FL	X	X	X	X	X	X			
12	1257 Alahambra Court, Palm Harbor, FL	X	X	X	X	X	X			
13	16 South Walton Ave., Tarpon Springs, FL	X	X	X	X	X	X			
14	1022 Anclote Dr., Tarpon Springs, FL	X	X	X	X	X	X			
15	1891 County Road 193, Clearwater, FL	X	X	X	X	X	X			
16	3001 Cedar Trace, Tarpon Springs, FL	X	X	X	X	X	X			
17	1290 12th St., Palm Harbor, FL	X	X	X	X	X	X			
18	3358 Brian Road N, Palm Harbor, FL	X	X	X	X	X	X			
19	103 George St S, Tarpon Springs, FL	X	X	X	X	X	X			
20	1140 Ridgegrove Dr., Palm Harbor, FL	X	X	X	X	X	X			
21	176 5th Avenue N, Safety Harbor, FL	X	X	X	X	X	X			
22	3000 Moss Rose Ave., Palm Harbor, FL	X	X	X	X	X	X			
23	2327 Curlew Ave., Clearwater, FL	X	X	X	X	X	X			
24	220 S Belcher Rd, Clearwater, FL	X	X	X	X	X	X			

PROPERTY & INLAND MARINE

NAMED INSURED: The Arc Tampa Bay, Inc.
COMPANY: Lloyds of London (FIT)
 AM Best Rating: A (Excellent) XV (\$2 Billion or greater)
POLICY TERM: 6/1/2022 to 6/1/2023

COVERAGE DETAIL

2606 Dryer Ave , Largo , FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (9 residents)	Building	\$303,849
	Business Personal Property	\$27,500

675 11th Street, Palm Harbor, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (8 residents)	Building	\$286,486
	Business Personal Property	\$24,000

1545 Pinehurst Rd, Dunedin, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (6 residents)	Building	\$404,130
	Business Personal Property	\$30,000

664 San Christopher, Dunedin, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (7 residents)	Building	\$362,838
	Business Personal Property	\$27,000

920 Union St, Dunedin, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (7 residents)	Building	\$328,335
	Business Personal Property	\$28,000

1501 N Belcher Rd, Clearwater, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Training & Education Facility	Business Personal Property	\$963,044
	Business Income Including Extra Expense	\$578,550
	EDP	\$67,365
	Other - CAT Diesel Generator, #C4G00828	\$150,000

1325 N Highland Ave, Clearwater, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Apartment Building for Clients	Building	\$854,116
	Business Personal Property	\$48,668

1325 N Highland Ave (Rear), Clearwater, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Apartment building for Clients	Building	\$674,033
	Business Personal Property	\$25,956

2419 Falcon Lane, Palm Harbor, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (6 residents)	Building	\$358,386
	Business Personal Property	\$30,000

1329 Lakeview Rd, Clearwater, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (6 residents)	Building	\$358,386
	Business Personal Property	\$25,000

624 4th Ave N, Safety Harbor, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (6 residents)	Building	\$358,386
	Business Personal Property	\$30,000

1257 Alhambra Court, Dunedin, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (6 residents)	Building	\$358,386
	Business Personal Property	\$25,000

16 S Walton Ave, Tarpon Springs, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Day Care Facility	Building	\$598,571
	Business Personal Property	\$51,500

1022 Anclote Drive, Tarpon Springs, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (6 residents)	Building	\$356,265
	Business Personal Property	\$0

1487 Excaliber, Clearwater, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home & Pool (6 residents)	Building	Location Deleted

1891 CR 193, Clearwater, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home & Pool - 6 residents	Building	\$291,606
	Business Personal Property	\$30,000

3001 Cedar Trace, Tarpon Springs, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home & Pool (6 residents)	Building	\$330,561
	Business Personal Property	\$22,500

1290 12th Street, Palm Harbor, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Elder Care Group Home (10 Residents)	Building	\$478,590
	Business Personal Property	\$40,000

3358 Brian Road N, Palm Harbor, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home & Pool – (6 Residents)	Building	\$346,143
	Business Personal Property	\$0

103 George St S, Tarpon Springs, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Elder Care Group Home (6 residents)	Building	\$478,590
	Business Personal Property	\$40,000

1140 Ridgeway Dr, Palm Harbor, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home & Pool (6 residents)	Building	\$328,335
	Business Personal Property	\$25,000

176 5th Avenue N, Safety Harbor, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Day Program	Building	\$444,087
	Business Personal Property	\$35,000

3000 Moss Rose Ave, Palm Harbor, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home (6 residents)	Building	\$667,800
	Business Personal Property	\$40,000

2327 Curlew Ave., Clearwater, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
Group Home & Pool	Building	\$432,067
	Business Personal Property	\$30,000

220 South Belcher Rd, Clearwater, FL

DESCRIPTION	SUBJECT	RENEWAL VALUES
The ARC Foundation	Business Personal Property	\$38,965

TOTAL INSURED VALUES

SUBJECT	RENEWAL VALUES
Building	\$9,399,946
Business Personal Property	\$1,637,133
Business Income & Extra Expense	\$578,550
Electronic Data Processing	\$67,365
Generator	\$150,000
TOTAL INSURED VALUE (TIV)	\$11,832,994

COVERAGE TERMS

- ◆ Cause of Loss: Special
- ◆ Valuation Clause: Replacement Cost
- ◆ Co-Insurance: N/A
- ◆ Business Income: Actual Loss Sustained, 24-Hour Waiting Period
- ◆ All Other Perils Deductible: \$2,500 All Other Perils/Equipment Breakdown
\$1,000 Electronic Data Processing/Contractor's Equipment
- ◆ Named Storm Deductible: 3% to total insurable values at the time of loss at each building involved in the loss or damage, subject to a minimum of \$25,000 any once occurrence, as respects to Named Storm* (Zone 2)
- ◆ All Other Windstorm Deductible: \$10,000 Per Occurrence deductible, shared by affected FIT members, for non-named wind (Zone 2)
- ◆ Flood Deductible (Excess): \$25,000 except 3% of total insurable values at the time of loss at each building involved in the loss or damage, subject to a minimum of \$25,000 any one

occurrence to be shared by all FIT members affected by such occurrence, as respects to Named Storm* (Zone 2)

\$50,000

- ◆ Earth Movement Deductible:

* Named Storm = a storm that has been declared by the National Weather Services to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm or Tropical Depression

REMARKS

- ◆ Minimum Earned Premium – 35% outside of hurricane season; 75% inside hurricane season
- ◆ Equipment Breakdown and Electronic Data Processing Included
- ◆ Terrorism Excluded

Insurance Company: Lloyds of London – *Non-Admitted (Primary)*

Policy Limits *(Shared Between All FIT Members, sublimits do not increase policy limits)*

\$ 11,883,994	any one occurrence subject to the following sub-limits
\$ 100,000,000	Wind Coverage, Per Occurrence
\$ 25,000,000	Earth Movement, Annual Aggregate
\$ 25,000,000	Flood, Annual Aggregate
\$ 2,500,000	Accidental Contamination Costs
\$ Included	Accounts Receivable
\$ 5,000,000	Automobile Physical Damage (while on premises only)
\$ 25,000,000	Business Interruption/Rental Income (combined)
\$ Included	Civil or Military Authority (24 hour waiting period)
\$ 1,000,000	Claim Preparation Expenses
\$ 25,000,000	Commissions, Profits & Royalties
\$ 2,500,000	Contingent Business Interruption/Rental Income/Extra Expense
\$ Included	Contractors' Equipment
\$ 25,000,000	Course of Construction (valued under \$25,000,000)
\$ 10,000,000	Data Reproduction Costs
\$ Included	Debris Removal
\$ 25,000,000	Demolition & Increased Cost of Construction (parts A, B & C)
\$ 25,000,000	Electronic Data & Media
\$ Included	Equipment Breakdown
\$ 10,000,000	Errors & Omissions
365 Days	Extended Period of Indemnity
\$ 15,000,000	Expediting Costs
\$ 25,000,000	Extra Expense
\$ 1,000,000	Fine Arts
\$ Included	Fire Brigade Charges
\$ Included	Ingress/Egress (actual loss sustained, 24-hour waiting period)
\$ Included	Leaseholders Interest
\$ 10,000,000	Miscellaneous Unnamed Locations
\$ 500,000	Mold, Mildew or Fungus (resultant, Aggregate)
\$ 25,000,000	Newly Acquired Property (90 days reporting)
\$ Included	Outdoor Property
\$ 500,000	Personal Property Outside of the USA
\$ Included	Professional Fees
\$ Included	Rental Insurance
\$ 5,000,000	Off-Premises Service Interruption (24 hour waiting period), incl. Extra Expense
\$ Included	Spoilage
\$ 2,500,000	Trees, Shrubs, Plants & Lawns
\$ 2,500,000	Transit
\$ Included	Valuable Papers

Terrorism & Sabotage / Active Shooter Insurance

Hiscox / Lloyds of London – *Non-Admitted*

Policy Limits & Deductibles (Shared Between All FIT Members)

\$ 50,000,000	Terrorism & Sabotage Coverage
\$ 50,000,000	Business Interruption Sublimit
\$ 1,000,000	Civil or Military Authority Sublimit (subject to 30 days & 1 mile)
\$ 250,000	Debris Removal Expenses Sublimit
\$ 250,000	Decontamination Costs Excluding NCBR Sublimit
\$ 10,000,000	Errors & Omissions Sublimit
\$ 25,000,000	Electronic Data Processing Media Sublimit
365 Days	Extended Period of Indemnity Sublimit
\$ 1,000,000	Ingress/Egress Sublimit (subject to 30 days & 1 mile)
\$ 250,000	Preservation of Property Sublimit
\$ 250,000	Relocation Expense Sublimit
\$ 5,000,000	Service Interruption Sublimit (subject to 30 days & 1 mile)
\$ 2,500,000	Transit Sublimit
\$ 250,000	Valuable Papers Sublimit
\$ 250,000	Accounts Receivable Sublimit
\$ 25,000,000	Automatic Coverage Sublimit (subject to 30 days)
\$ 1,000,000	Commissions, Profits & Royalties Sublimit
\$ 2,500,000	Contingent Business Interruption – Named Suppliers/Customers Sublimit
\$ 2,500,000	Contingent Business Interruption – Unnamed Suppliers/Customers Sublimit
\$ 250,000	Delay in Startup Costs Sublimit
\$ 10,000	Fire Protective Systems Sublimit
\$ 250,000	Green Building Additional Expense Sublimit
\$ 250,000	Key & Lock Expense Sublimit
\$ 1,000,000	Landscaping Sublimit
\$ 10,000,000	Miscellaneous Unnamed Locations Sublimit
\$ 1,000,000	Newly Acquired Locations Sublimit
\$ 25,000,000	Property in Course of Construction Sublimit
\$ 50,000,000	Rental Income Sublimit
\$ 250,000	Soft Costs Sublimit
\$ 10,000	Deductible
\$ 5,000,000	Terrorism & Sabotage Liability Coverage
0 Hours	Waiting Period
\$ 10,000	Deductible
\$ 5,000,000	Active Shooter & Malicious Attack Coverage
\$ 250,000	Additional Security Measures Sublimit
\$ 250,000	Counseling Sublimit
\$ 250,000	Public Relations Costs Sublimit
\$ 250,000	Miscellaneous Crisis Management Expenses Sublimit
0 Hours	Waiting Period
\$ 0	Deductible

GENERAL/PROFESSIONAL LIABILITY

NAMED INSURED: The Arc Tampa Bay, Inc.
COMPANY: Florida Insurance Trust
POLICY TERM: 6/1/2022 to 6/1/2023
COVERAGE TYPE: Occurrence

COVERAGE DETAIL

DESCRIPTION	LIMITS
<i>GENERAL LIABILITY</i>	
CLAIMS TRIGGER: <i>OCCURRENCE</i>, DEFENSE: <i>OUTSIDE THE LIMITS</i>	
Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Damage to Premises Rented to You	\$1,000,000
Medical Expense - per person	\$10,000
Deductible:	N/A

DESCRIPTION	LIMITS
<i>PROFESSIONAL LIABILITY</i>	
CLAIMS TRIGGER: <i>OCCURRENCE</i>, DEFENSE: <i>OUTSIDE THE LIMITS</i>	
Each Claim	\$1,000,000
General Aggregate	\$3,000,000
Deductible: Per Occurrence	N/A

DESCRIPTION	LIMITS
<i>ABUSE & MOLESTATION LIABILITY</i>	
CLAIMS TRIGGER: <i>OCCURRENCE</i>, DEFENSE: <i>INSIDE THE LIMITS</i>	
Each Claim	\$1,000,000
General Aggregate	\$3,000,000
Deductible: Per Occurrence	N/A

EMPLOYEE BENEFITS LIABILITY		LIMITS
CLAIMS TRIGGER – CLAIMS-MADE (RETRO DATE 12/01/2005)		
DEFENSE: OUTSIDE THE LIMITS		
Each Claim		\$1,000,000
Aggregate		\$1,000,000
Deductible: Per Claim		\$1,000

RATING DETAIL

LOC #	CLASS	DESCRIPTION	BASIS	RENEWAL
1	44428	Group Home- 2606 Dryer Ave, Largo, FL	Area	2,732
2	44428	Group Home- 675 11th St., Palm Harbor, FL	Area	2,200
3	44428	Group Home- 1545 Pinehurst Rd, Dunedin, FL	Area	3,266
4	44428	Group Home- 664 San Christopher, Dunedin, FL	Area	3,266
5	44428	Group Home- 20 Union St., Dunedin, FL	Area	2,950
6	61225	Training Facility - 130 Pupils, Administration; 1501 N. Belcher Rd, Clearwater, FL	Area	36,000
7	44428	Apt Building for clients- 1325N Highland Avenue, Clearwater, FL	Area	7,674
8	44428	Apt Bldg for Clients- 1325 N. Highland Avenue (Rear) Clearwater, FL	Area	6,056
9	44428	Group Home- 2419 Falcon Lane, Palm Harbor	Area	3,220
10	44428	Group Home – 1329 Lakeview Rd., Clearwater, FL	Area	3,220
11	44428	Group Home- 624 4th Ave N, Safety Harbor, FL	Area	3,220
12	44428	Group Home- 1257 Alhambra Ct., Palm Harbor, FL	Area	3,220
13	44428	Day Center – 16 S. Walton Ave., Tarpon Springs, FL	Area	5,000

14	44428	Group Home – 1022 Anclote Dr, Tarpon Springs, FL	Area	3,200
15	44428	Group Home w/ 1 Pool – 1891 CR 193, Clearwater, FL	Area	2,620
16	44428	Group Home - 3001 CedarTrace, Tarpon Springs, FL	Area	2,970
17	44428	Group Home – 1290 12th St PalmHarbor, FL	Area	4,300
18	44428	Group Home w/Pool – 3358 Brian Rd N, Palm Harbor, FL	Area	3,110
19	44428	Group Home - Elder Care – 103 George St S, Tarpon Springs, FL	Area	4,300
20	44428	Group Home w/Pool – 1140 Ridgegrove Dr, Palm Harbor, FL	Area	2,950
21	44428	Day Program – 176 5th Ave N, Safety Harbor	Area	3,564
22	44428	Group Home – 3000 Moss Rose Ave, Palm Harbor, FL	Area	5,000
23	44428	Group Home w/Pool – 2327 Curlew Ave., Clearwater, FL	Area	3,882
24	61224	Building or Premises Occupied by Employees of Insured (storage for Uparc Foundation)	Area	1,000

Audit Term - At Expiration

REMARKS

- ◆ 25% Minimum Earned Premium
- ◆ Additional Insured - Managers, Landlords or Lessors of Premises
- ◆ Additional Insured where required by written contract
- ◆ Additional Insured - Funding Sources
- ◆ Additional Insured - Contractual Obligations
- ◆ Waiver of Subrogation - Blanket when required by written contract
- ◆ Crisis Management Emergency Response Expenses
- ◆ Disciplinary Proceedings Supplementary Payments
- ◆ Evacuation Expense Reimbursement
- ◆ Records Request Expense Reimbursement
- ◆ Primary & Non-Contributory Language
- ◆ Limited Coverage for Communicable Diseases - \$100,000 Annual Aggregate

EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO:

- ◆ Fundraising Exclusion (See copy below)
- ◆ Communicable Disease Endorsement

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- ◆ Employment Related Practices Exclusion
- ◆ Nuclear Energy
- ◆ Pollution Exclusion
- ◆ Fungi or Bacteria Exclusion
- ◆ Asbestos
- ◆ Liquor Liability
- ◆ Silica or Related Dust
- ◆ Lead
- ◆ Animals
- ◆ Firearms

FUNDRAISER ENDORSEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This coverage applies to those sums that a member becomes legally obligated to pay as damages because of a "bodily injury", "property damage", or "personal and advertising injury" arising out of a "fundraiser". Except for a "fundraiser" that is specifically scheduled on this coverage to which this endorsement is included, this coverage does not apply to liability arising out of a "fundraiser" which involves, directly or indirectly, any of the following:

- Any event with more than 500 people present at any one time
- Aircraft
- Animals (including, but not limited to, animals involved in rodeos, petting zoos, animal exhibitions)
- Athletic events or contests (with exception of marathons, i.e. 5Ks, and golfing)
- Carnivals, circuses, fairs or festivals to include slides and/or "bounce houses" or any other inflatable structures.
- Motorized Vehicle Events (including, but not limited to, auto rallies, ATV off-roading, motorcycle runs, snowmobiles, tractor pulls)
- Firearms or weapons
- Fireworks
- Home or garden tours
- Flea markets or swap meets
- Parades
- Water events (including, but not limited to, activities involving swimming pools, lakes, rivers or other bodies of water)

"Fundraiser" is any event sponsored or co-sponsored by "you" with the primary purpose of raising monetary contributions.

CRIME

NAMED INSURED: The Arc Tampa Bay, Inc.
COMPANY: Hiscox Insurance Company
 AM Best Rating: A (Excellent) XV (\$2 Billion or greater)
POLICY TERM: 6/1/2022 to 6/1/2023

COVERAGE	LIMIT	DEDUCTIBLE
AGGREGATE OCCURRENCE LIMIT	\$500,000	
Employee Theft	\$500,000	\$5,000 Per Claim
Third Parties (Client's) Property	\$500,000	\$5,000 Per Claim
ERISA (Per Plan)	\$500,000	\$0 Per Claim
Forgery of Checks	\$500,000	\$5,000 Per Claim
Forgery of Payment Cards	\$500,000	\$5,000 Per Claim
Money Orders/Counterfeit Money	\$500,000	\$5,000 Per Claim
Theft/Robbery - Inside the Premises	\$500,000	\$5,000 Per Claim
Theft/Robbery - Outside the Premises	\$500,000	\$5,000 Per Claim
Computer Fraud	\$500,000	\$5,000 Per Claim
Funds Transfer Fraud	\$500,000	\$5,000 Per Claim
Cyber Deception	\$100,000	\$5,000 Per Claim

COVERAGE TERMS

- ◆ Loss Basis (Crime): Discovery

REMARKS

- ◆ ERISA Bond Coverage Endorsement - Florida (Insurer – Federated Mutual Insurance Company)

EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO:

- ◆ Nuclear Incident Exclusion Clause – Liability – Direct
- ◆ War & Civil War Exclusion Endorsement
- ◆ Person or Classes of Person Excluded Endorsement
 - ✓ Person who signs checks
 - ✓ Person who reconciles bank accounts

COMMERCIAL AUTOMOBILE

NAMED INSURED: The Arc Tampa Bay, Inc.
COMPANY: Florida Insurance Trust
POLICY TERM: 6/1/2022 to 6/1/2023

COVERAGE DETAIL

COVERAGE	SYMBOLS COVERED	LIMITS OF LIABILITY	
Liability Insurance	1	\$1,000,000	Combined Single Limit
Medical Payments	2	\$5,000	Each Person
Uninsured Motorists Underinsured Motorists (Non-stacked)	2	\$500,000	Bodily Injury/Person Bodily Injury/Accident
Personal Injury Protection	5	\$10,000	Per Florida Statute
Physical Damage	See Vehicle Schedule	ACV unless stated otherwise	Comprehensive & Collision

Definition of Symbols:

<p>1 = Any "Auto" 2 = Owned "Autos" Only 3 = Owned Private Passenger "Autos" Only 4 = Owned "Autos" Other than Private Passenger "Autos" Only 5 = Owned "Autos" Subject to No-fault</p>	<p>6 = Owned "Autos" Subject to a Compulsory UM Law 7 = Specifically Described "Autos" 8 = Hired "Autos" Only 9 = Non-Owned "Autos" Only</p>
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ADDITIONAL COVERAGES

COVERAGE	LIMIT	DEDUCTIBLE(S)
Hired Car Physical Damage	N/A	Comprehensive -\$500 Collision - \$500
Towing & Labor	\$200 (Owned Autos Only)	\$0
Rental Reimbursement	\$50 Day/30 Day Maximum (Owned Autos Only)	\$0

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REMARKS

- ◆ Additional Insured – Blanket where required by written contract or agreement
- ◆ Waiver of Subrogation – Blanket where required by written contract or agreement
- ◆ Primary and Non-Contributory where required by written contract or agreement
- ◆ Lessor - Additional Insured & Loss Payee Endorsement
- ◆ Auto Loan Lease Gap Coverage

EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO:

- ◆ Asbestos
- ◆ Pollution
- ◆ Silica or Related Dust
- ◆ Nuclear Energy Liability

VEHICLE SCHEDULE

#	CLIENT #	YEAR	MAKE	MODEL	VIN #	COMP DED	COLL DED	CITY	ST
1	70725	2017	Chevy	Express	1GAWGEFF6H1192358	\$1,000	\$1,000	Clearwater	FL
2	70700	2016	Chevy	Express	1GAWGFFF7G1330204	\$1,000	\$1,000	Clearwater	FL
3	70720	2017	Dodge	Grand Caravan SE	2C7WDGBG0GR371860	\$1,000	\$1,000	Clearwater	FL
4	95710	2004	Ford	Cutaway	1FDWE35L44HA33988	N/A	N/A	Clearwater	FL
5	700076	2019	Ford	Transit	1FDZX2CM1KKB48321	\$1,000	\$1,000	Clearwater	FL
6		2016	Nissan	NV 3500 S	5BZAF0AA7GN855544	\$1,000	\$1,000	Clearwater	FL
7	96715	2006	GMC	Savana	1GDJG31U261259915	N/A	N/A	Clearwater	FL
8		2007	Triple Crown	5x10	1XNU5X10271019736	N/A	N/A	Clearwater	FL
9	96749	2007	Chevy	Express	1GBJG31U571245193	N/A	N/A	Clearwater	FL
10	96762	2008	Ford	E150	1FMNE11WX8DB36961	N/A	N/A	Clearwater	FL
11	97734	2010	Ford	Fusion	3FAHP0GA1AR179170	N/A	N/A	Clearwater	FL
12	97774	2010	Ford	E150	1FMNE1BW7ADA64413	N/A	N/A	Clearwater	FL
13	97775	2010	Ford	E150	1FMNE1BW0ADA64415	N/A	N/A	Dunedin	FL
14	97777	2010	Chevy	Express	1GB9G5AG6A1106643	N/A	N/A	Clearwater	FL
15	97778	2010	Chevy	Express	1GB9G5AG1A1123947	N/A	N/A	Clearwater	FL
16	97779	2010	Chevy	Express	1GB9G5AG5A1124261	N/A	N/A	Clearwater	FL
17	97780	2010	Chevy	Express	1GB9G5AG6A1124012	N/A	N/A	Clearwater	FL
18	8	2007	Freightliner	M2106	1FVACWCS07HY95355	\$1,000	\$1,000	Clearwater	FL
19	98706	2011	Ford	E350	1FBNE3BL0BDA82070	N/A	N/A	Clearwater	FL
20	98709	2011	Ford	E350	1FBNE3BL6BDA82073	N/A	N/A	Clearwater	FL
21	98708	2011	Ford	E350	1FBNE3BL4BDA82072	N/A	N/A	Clearwater	FL
23	98732	2012	Turtle Top	Odyssey	1FDXE4FL8BDA97299	\$1,000	\$1,000	Tarpon Springs	FL
24	98751	2012	Ford	E350	1FBSS3BL3CDB14412	N/A	N/A	Clearwater	FL
25	99712	2014	Dodge	Grand Caravan SXT	2C7WDGCG1ER478251	\$1,000	\$1,000	Clearwater	FL
26	99716	2014	Ford	E250	1FTNE2EL5EDB15263	\$1,000	\$1,000	Clearwater	FL

#	CLIENT #	YEAR	MAKE	MODEL	VIN #	COMP DED	COLL DED	CITY	ST
27	99723	2015	Dodge	Grand Caravan SE	2C7WDGBG4FR614181	\$1,000	\$1,000	Clearwater	FL
28	99734	2015	Chevy	Express G2500 LS	1GAWG9FF4F1251478	\$1,000	\$1,000	Clearwater	FL
29	99733	2015	Chevy	Express G2500 LS	1GAWGPFF1F1252703	\$1,000	\$1,000	Clearwater	FL
30	99740	2015	Chevrolet	Express G2500 LS	1GAWGPFF8F1249846	\$1,000	\$1,000	Clearwater	FL
31	99785	2016	Ford	Vanterra Lift Van	1FDWE3FL8GDC31015	\$1,000	\$1,000	Clearwater	FL
32	99799	2016	Chevy	Express	1GAWGFFF3G1332919	\$1,000	\$1,000	Clearwater	FL
33	70701	2016	Chevy	Express	1GAWGFFF4G1332959	\$1,000	\$1,000	Clearwater	FL
34	119	2009	Toyota	Sienna	5TDZK23CX9S243571	N/A	N/A	Clearwater	FL
35	70756	2017	Ford	Transit	1FDZX2CM0HKA35484	\$1,000	\$1,000	Clearwater	FL
36	70757	2017	Ford	Transit	1FDZX2CM7HKA54016	\$1,000	\$1,000	Clearwater	FL
37	70759	2017	Ford	E350	1FDWE3FS7HDC28597	\$1,000	\$1,000	Clearwater	FL
38	700025	2019	Ford	E350 Turtle Top	1FDWE3FSXJDC38725	\$1,000	\$1,000	Clearwater	FL
39	700073	2020	Ford	Escape SE	1FMCU0G64LUA37962	\$1,000	\$1,000	Clearwater	FL
40	700074	2019	Ford	F150	1FTMF1CB0KKE66845	\$1,000	\$1,000	Clearwater	FL
41	700091	2020	Ford	Transit T350	1FBAX2C88LKB25600	\$1,000	\$1,000	Clearwater	FL
42	700090	2020	Ford	Transit T350	1FBAX2C8XLKB25601	\$1,000	\$1,000	Clearwater	FL
43	97773	2010	Ford	E350	1FBNE3BL1ADA64420	N/A	N/A	Dunedin	FL

DRIVERS LIST

NAME	STATE LICENSED	STATUS
Lawrence Philipson	FL	D
Abisag Mercado	FL	D
Jens Arnesen	FL	D
Charles Thompson	FL	D
Jason D Austin	FL	D
Adam Williams	FL	D
Adetutu Babington	FL	D
Brian Siracusa	FL	D
Alejandra Cuellar Gonzalez	FL	D
Angela Austin	FL	D
Mercedes Aznaran	FL	D
Barbara Buck	FL	D
Darren Buck	FL	D
Amanda Fraas	FL	D
Susan Chaban	FL	D
Marian L Cline	FL	D
Margaret Cote	FL	D
David K Dyer	FL	D
Noel Formalejo	FL	D
Anton Bamberg	FL	D
David Mardis	FL	D
Bobby Garley	FL	D
Bonita Green	FL	D
Preston Mkutumila	FL	D
Che'Ana Morgan	FL	D
Jennifer A Radigan	FL	D

NAME	STATE LICENSED	STATUS
Sybil Osburg	FL	D
Lynn Phillips	FL	D
Maurice Williams	FL	D
Chandasiri Thumbage	FL	D
Christa Rowe	FL	D
Ashley S Fowler	FL	D
Micheline M Fryer	FL	D
Christopher Kourmoulakis	FL	D
Jamie Irvine	FL	D
Clarissa Baker	FL	D
Latesch M Jones	FL	D
Dache Gulley	FL	D
Georgia Kourmoulakis	FL	D
Delilah Taylor	FL	D
Donald Leverance	FL	D
Dylan Miller	FL	D
Patricia L Reichler	FL	D
William Rivera	FL	D
Adriana Sheishaa	FL	D
Ella Jenkins	FL	D
Darlene Smith	FL	D
Karen Stack	FL	D
Chelsea Taylor	FL	D
Joann Bryant	FL	D
Michelle Perkins	FL	D
Christopher Lawley	FL	D
Hajrusa Sahman	FL	D
Sakeenah Sims	FL	D

NAME	STATE LICENSED	STATUS
Ian Gonzales	FL	D
Nasouri Johnson	FL	D
Debra Muzio	FL	D
John Oswald	FL	D
James Ashworth	FL	D
Lakeisha Simon	FL	D
Alisia Stephens	FL	D
Jennifer Wixon	FL	D
Juma Mussa	FL	D
Keisha Moye	FL	D
Kimberly Dixon	FL	D
Lalago Meleisea-Riley	FL	D
Edward Carney	FL	D
Laquilla Shannon	FL	D
Lashayla Mays	FL	D
Erika Grimsley	FL	D
Margaret Bauer	FL	D
Latoya Leslie	FL	D
Lora Mentavlos	FL	D
Aleisha Morgan	FL	D
Margaret Palarino	FL	D
Aura Pinzon	FL	D
Linda Lundin	FL	D
Lisa Graham	FL	D
Marcus McDuffie	FL	D
Marcus Shoopman	FL	D
Martha Mitchell	FL	D
Melissa Hayden	FL	D

NAME	STATE LICENSED	STATUS
Aja Thompson	FL	D
Jyya Thompson	FL	D
Miguel Reyes	FL	D
Mindie Maddox	FL	D
Tyra Washington	FL	D
Octavia Sullivan	FL	D
Olumide Odejobi	FL	D
Paige Thomas	FL	D
Rachel Ahrens	FL	D
Rachel Kasten	FL	D
Dionne Foglio	FL	D
Sarah Watson	FL	D
Deivi Ramos	FL	W
Shanequa Hathaway	FL	D
Sebrena Singleton	FL	D
Adriana Aldana	FL	D
Donisha Buck	FL	D
Shayla Albert	FL	D
Sonia Harrell	FL	D
Shawntay Crooms	FL	D
Tangie Veney	FL	D
Teriza Bakhit	FL	D
Terrence Mcclendon	FL	D
Bukola Olaniyan	FL	D
Alexandra O'Neil	FL	D
Terri Ciccimaro	FL	D
Tiara Hadley	FL	D
Denoveli Vickers	FL	D

NAME	STATE LICENSED	STATUS
Danny Wilson	FL	D
Tiffany Reid	FL	D
Melissa Atherholt	FL	D
Whitney Yancey	FL	D
Kwame Wegman	FL	D
Amy Fernandez	FL	D
Emily Kemboi	FL	D
Andrea McClendon	FL	D
Wisler Moise	FL	D
Janice Moore	FL	D
Maria Rengifo	FL	D
Rose Tanui	FL	D
Stacy Towell	FL	D
Marci Ann Williamson	FL	D
Kathy Billetta	FL	D
Rhianna Blunt	FL	D
Delona Jones	FL	D
Abraham Miller	FL	D
Tiquiece Ross	FL	D
Fedelande Thelemaque	FL	D
Ryan Tolbert	FL	D
Christian Vargas	FL	D
Elizabeth Wannstedt	FL	D
Emmanuel Yinkfu	FL	D
Steven Gregory Oparnica	FL	WATCH

LEGEND

Status: D – Driver
E – Excluded
W – Watch

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Please Note: Due to the Fair Credit Reporting Act, Bouchard cannot run MVRs to determine eligibility for employment even if you provide written authorization from your candidate.

WORKERS COMPENSATION

NAMED INSURED: The Arc Tampa Bay, Inc.

COMPANY: Florida Insurance Trust

POLICY TERM: 6/1/2022 to 6/1/2023

COVERAGES

A COMPENSATION BENEFITS	Statutory	
B EMPLOYERS LIABILITY	\$2,000,000	Each Accident
	\$2,000,000	Disease - Policy Limit

C OTHER STATES

COVERAGE DETAIL

STATE: FL

CODE	CLASSIFICATION	RENEWAL PAYROLL
8842	Group Homes	\$4,446,037
8864	Social Services Organization - All Employees & Sales, Drivers	\$3,383,691

Subject to Annual Audit

Experience Modification	1.00
Total Annual Premium	\$207,181
Composite Rate <i>(which will be used at audit based upon final payroll)</i>	2.607

Final Premium includes all premium credits & debits, including increased employers' liability limits, drug-free workplace & safety, experience modification factor, standard premium discount, terrorism, expense constant, etc.

The premium above is based on estimates provided by the insurance company and NCCI. Credits are subject to compliance with programs. FCCPAP and Experience Modification are determined by the NCCI and can be revised based on changes in data submitted.

- ◆ **Monopolistic States** North Dakota, Ohio, Washington, and Wyoming
Coverage for Monopolistic States and Puerto Rico must be obtained through the State Insurance Funds and cannot be included under the Multi-State work comp policy.

EXCESS LIABILITY

NAMED INSURED: The Arc Tampa Bay, Inc.
COMPANY: Florida Insurance Trust
POLICY TERM: 6/1/2022 to 6/1/2023

COVERAGE	LIMITS	
Limit of Liability	\$2,000,000 \$2,000,000	Each Occurrence Aggregate
Self Insured Retention	\$0	

UNDERLYING INSURANCE

TYPE OF INSURANCE	EFF DATE	EXP DATE	LIMIT	
Automobile Liability	6/1/2022	6/1/2023	\$1,000,000	Combined Single Limit
General Liability	6/1/2022	6/1/2023	\$1,000,000 \$3,000,000 \$3,000,000 \$1,000,000	Each Occurrence General Aggregate Prod/Comp Ops Aggregate Personal & Advertising Injury
Professional Liability	6/1/2022	6/1/2023	\$1,000,000 \$3,000,000	Each Occurrence General Aggregate
Abuse/Misconduct Liability*	6/1/2022	6/1/2023	\$1,000,000 \$3,000,000	Each Claim Aggregate
Employee Benefits Liability	6/1/2022	6/1/2023	\$1,000,000 \$1,000,000	Each Occurrence General Aggregate

This Policy Is: Non-Auditable

REMARKS

- ◆ Follow Form
- ◆ * Abuse/Misconduct is sublimited to \$1,000,000 only

EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO:

- ◆ Care Custody Control Exclusion
- ◆ Foreign Liability Exclusion
- ◆ Nuclear Liability Exclusion

VOLUNTEER ACCIDENT

NAMED INSURED: The Arc Tampa Bay, Inc.

COMPANY: Hartford Life and Accident Insurance Company
AM Best Rating: A+ (Superior) XV (\$2 Billion or greater)

POLICY TERM: 6/1/2022 to 6/1/2023

BENEFITS AND AMOUNTS		
Accidental Death Benefit	Principal Sum	\$25,000
Accidental Dismemberment Benefit	Principal Sum	\$25,000
Accidental Medical Expense Benefit	Maximum Benefit	\$25,000
	Deductible Amount	\$0
	Maximum Dental Limit	\$250

EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO:

- ◆ Injury Sustained While Playing or Practicing In:
 - (1) all intercollegiate sports
 - (2) any inter-school club sports
 - (3) any intramural sports
 - (4) any form of tackle football
- ◆ Injury Sustained for which the Insured Person is entitled to benefits under Worker's Compensation or similar law.
- ◆ Expenses incurred for services, treatment, supplies or facilities rendered by:
 - (1) the Policyholder's health service or infirmary or
 - (2) any physician or nurse employed or retained by the Policyholder

MANAGEMENT LIABILITY

NAMED INSURED: The Arc Tampa Bay, Inc.

COMPANY: Philadelphia Indemnity Insurance Company
AM Best Rating: A++ (Superior) XV (\$2 Billion or greater)

POLICY TERM: 6/1/2022 to 6/1/2023

POLICY FORM: CLAIMS-MADE

COVERAGE DETAIL

COVERAGE	LIMIT	RETENTION	CONTINUITY & PRIOR & PENDING DATE
Non-Profit Directors & Officers	\$1,000,000	Agreement A – Insured Persons: \$0 Agreement B – Insured Organization Indemnifiable Loss: \$5,000 Agreement C – Insured Organization Non-Indemnifiable Loss: \$5,000	01/31/2006
Employment Practices	\$1,000,000 (Shared Limit)	\$25,000	01/31/2006
Employment Practices – Third Party Claim Coverage (Part of EPL Limit)	\$1,000,000 (Shared Limit)	\$25,000	01/31/2006
Fiduciary Liability	\$1,000,000 (Shared Limit)	\$0	01/31/2012
Workplace Violence	\$250,000 (Shared Limit)	\$0	01/31/2006

COVERAGE TERMS

- ◆ Pay on Behalf
- ◆ Defense Outside the Limit
- ◆ Aggregate Limit - \$1,000,000
- ◆ Shared Limit of Liability - \$1,000,000 for Employment Practices, Fiduciary Liability & Workplace Violence

Date: June 5, 2022
Version: Bound

- ◆ Bell Endorsement
 - ✓ Business Travel Accident Benefit - \$50,000
 - ✓ Conference Cancellation - \$25,000
 - ✓ Donation Assurance - \$50,000
 - ✓ Emergency Real Estate Consulting Fee - \$50,000
 - ✓ Fundraising Event Blackout - \$25,000
 - ✓ Identity Theft Expense - \$50,000
 - ✓ Image Restoration and Counseling - \$50,000
 - ✓ Key Individual Replacement Expenses - \$50,000
 - ✓ Kidnap Expense - \$50,000
 - ✓ Political Unrest - \$5,000 per employee; \$25,000 policy limit
 - ✓ Temporary Meeting Space Reimbursement - \$25,000
 - ✓ Terrorism Travel Reimbursement - \$50,000
 - ✓ Travel Delay Reimbursement - \$1,500
 - ✓ Workplace Violence Counseling - \$50,000
- ◆ Crisis Management Expense - \$25,000
- ◆ Automatic 60 Day Extension upon Non-Renewal at no additional premium
- ◆ Extended Reporting Period:
 - ✓ 50% of Annual Premium for 12 months
 - ✓ 75% Annual Premium for 24 months
 - ✓ 100% Annual Premium for 36 months
- ◆ Health Insurance Portability and Accountability Act (HIPAA) Extension
- ◆ Waiver of Recourse Endorsement – ERISA (Fiduciary)
- ◆ Voluntary Compliance Extension - \$100,000 (Fiduciary)
- ◆ Modification of Consent to Settle – 80/20
- ◆ Defense Only FLSA Carveback (Wage and Hour) - \$100,000 Sublimit; \$25,000 Retention (EPL)

EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO:

- ◆ Accreditation/Certification/Standard Setting Exclusion
- ◆ Peer Review, Credentialing and Disciplinary Exclusion
- ◆ Professional Services Exclusion (Supervision Carve-Out)
- ◆ Absolute Bodily Injury/Property Damage Exclusion
- ◆ Abuse Exclusion with Workplace Harassment Carveback
 - ✓ For purposes of this exclusion, Abusive Acts means any actual or alleged:
 - ✓ Sexual Abuse
 - ✓ Sexual Harassment
 - ✓ Sexual Assault
 - ✓ Sexual Molestation
 - ✓ Sexual Exploitation
 - ✓ Physical Abuse, Harm, Assault or Battery
 - ✓ Psychological or Mental Abuse or Neglect
- ◆ Biometric Information Claim Exclusion
- ◆ Related Party Exclusion – The Arc Tampa Bay Foundation, Inc.

CYBER LIABILITY

NAMED INSURED: The Arc Tampa Bay
COMPANY: Certain Underwriters at Lloyd's
 AM Best Rating: A (Excellent) XV (\$2 Billion or greater)
POLICY TERM: 6/1/2022 to 6/1/2023

COVERAGE DETAIL

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE	LIABILITY LIMIT EACH & EVERY CLAIM	DEDUCTIBLE EACH & EVERY CLAIM
A. Incident Response Costs	\$1,000,000	\$0
B. Legal and Regulatory Costs	\$1,000,000	\$10,000
C. IT Security and Forensic Costs	\$1,000,000	\$10,000
D. Crisis Communication Costs	\$1,000,000	\$10,000
E. Privacy Breach Management Costs	\$1,000,000	\$10,000
F. Third Party Privacy Breach Management Costs	\$1,000,000	\$10,000
G. Post Breach Remediation Costs	\$50,000 (subject to a maximum of 10% of all sums we have paid as a direct result of the Cyber Event)	\$0
INSURING CLAUSE 2: CYBER CRIME	LIABILITY LIMIT EACH & EVERY CLAIM	DEDUCTIBLE EACH & EVERY CLAIM
A: Funds Transfer Fraud	\$250,000	\$10,000
B: Theft of Funds Held in Escrow	\$250,000	\$10,000
C: Theft of Personal Funds	\$250,000	\$10,000
D: Extortion	\$1,000,000	\$10,000
E: Corporate Identity Theft	\$250,000	\$10,000
F: Telephone Hacking	\$250,000	\$10,000
G: Push Payment Fraud	\$50,000	\$10,000
H: Unauthorized Use of Computer Resources	\$250,000	\$10,000

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION	LIABILITY LIMIT EACH & EVERY CLAIM	DEDUCTIBLE EACH & EVERY CLAIM
A: System Damage and Rectification Costs	\$1,000,000	\$10,000
B: Income Loss and Extra Expense	\$1,000,000 (sub-limited to \$1,000,000 in respect of system failure)	\$10,000
C: Additional Extra Expense	\$100,000	\$10,000
D: Dependent Business Interruption	\$1,000,000 (sub-limited to \$1,000,000 in respect of system failure)	\$10,000
E: Consequential Reputational Harm	\$1,000,000	\$10,000
F: Claim Preparation Costs	\$25,000	\$0
G: Hardware Replacement Costs	\$1,000,000	\$10,000
INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY	AGGREGATE LIMIT OF LIABILITY INCLUDING COSTS AND EXPENSES	DEDUCTIBLE EACH & EVERY CLAIM
A: Network Security Liability	\$1,000,000	\$10,000
B: Privacy Liability	\$1,000,000	\$10,000
C: Management Liability	\$1,000,000	\$10,000
D: Regulatory Fines	\$1,000,000	\$10,000
E: PCI Fines, Penalties and Assessments	\$1,000,000	\$10,000
INSURING CLAUSE 5: MEDIA LIABILITY	AGGREGATE LIMIT OF LIABILITY EACH & EVERY CLAIM INCLUDING COSTS AND EXPENSES	DEDUCTIBLE EACH & EVERY CLAIM
A: Defamation	\$1,000,000	\$10,000
B: Intellectual Property Rights Infringement	\$1,000,000	\$10,000
INSURING CLAUSE 7: COURT ATTENDANCE COSTS	AGGREGATE LIMIT OF LIABILITY	DEDUCTIBLE EACH & EVERY CLAIM
Court Attendance Costs	\$100,000	\$0

COVERAGE TERMS

- ◆ Defense Cost: Inside the Limit of Liability
- ◆ Policy Form: Claims Made
- ◆ Retroactive Date: Policy Inception

REMARKS

- ◆ Special Amendatory Clause for Insuring Clause 4:
 - ✓ Section F: Contingent Bodily Injury - \$250,000 Aggregate Limit including costs and expenses with \$10,000 Deductible each and every claim, including costs and expenses
 - ✓ Insuring Clause: Criminal Reward Coverage - \$50,000 Aggregate Limit and \$0

Date: June 5, 2022
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Deductible each and every claim

✓ Insuring Clause: Criminal Damage

- ◆ Time Retention Waiting Period for Business Interruption and Contingent Business Interruption – 8 Hours
- ◆ Social Engineering Coverage - \$250,000; No Authentication Required
- ◆ Telecommunications Fraud - \$250,000
- ◆ Extended Reporting Period – Automatic 90 days at no Additional Premium
- ◆ Invoice Manipulation Fraud added to Insuring Clause 2 - \$250,000 Each & Every Claim; \$10,000 Deductible Each and Every Claim
- ◆ Optional Extended Reporting Period:
 - ✓ 12 Months for an additional premium of 90% of the Policy Premium
 - ✓ 24 Months for an additional premium of 150% of the Policy Premium
 - ✓ 36 Months for an additional premium of 210% of the Policy Premium

HAZARDOUS WEATHER CAN BRING WIND, FLOODING AND OTHER EXPOSURES YOU MAY NOT HAVE CONSIDERED.



WIND – Did you know that most claims related to hurricane are for wind damage? Wind coverage applies to hurricane, tornado, hail, or other wind events. What kinds of wind events does your policy cover?

High Wind Deductibles – Wind deductibles can equate to large out-of-pocket expenses for your business. Are you aware of the impact of your wind deductible? Wind has a separate deductible that is typically a percentage of the limit of insurance. Coverage may be available to buy back (reduce) your wind deductible.



FLOOD – A flood can devastate your business. You don't have to be located near the water to have flood damage. The National Flood Insurance Program (NFIP) offers coverage up to \$500,000 for building and contents. (An **elevation certificate is required** if you are in flood zone A or V).

Excess Flood – You can increase your flood limits above what the NFIP provides by purchasing Excess Flood coverage. If your replacement cost exceeds \$500,000 this is a great option.

Sewer Back Up and Sump Pump Overflow – This is a commonly over-looked and uninsured exposure.



BUSINESS INCOME – The U.S. Department of Labor estimates that more than 40 percent of businesses never reopen following a disaster such as a fire or flood. If your business were closed due to a covered loss, could you afford the continuing expenses and loss of net income related to the business interruption?

If you don't have wind or flood coverage on your property policy, you don't have business interruption coverage for wind or flood claims!

Off Premises Utility Service Interruption – What if the power went out and you had to shut down your business? If there was no direct damage to your premises, you would not have a business income claim unless your policy includes coverage for off premises utility service interruption. This coverage can also include interruption of water supply and/or communication supply.

Contact us now for more information.
We may not be able to place coverage once a storm is imminent.

Disclaimer: Items listed above do not include all potential exposures.

Bouchard[®]
Insurance
Client First

PREMIUM SUMMARY

COVERAGE TYPE	PROPOSAL
Property	\$92,466.24
Taxes and Fees	\$4,558.99
General/Professional Liability	\$64,561.66
Business Auto	\$174,554.96
Excess Liability	\$47,490.92
Management Liability	\$7,159.00
Taxes and Fees	\$50.11
Crime	\$1,674.07
Cyber Liability	\$8,000.00
Taxes and Fees	\$977.50
Workers Compensation	\$207,181.00
Blanket Accident	\$340.00
Total Premium	\$603,427.85
Total Taxes and Fees	\$5,586.60
Grand Total	\$609,014.45

DISCLOSURE RELATING TO THE FLORIDA INSURANCE TRUST

Client may choose to become a member of the Florida Insurance Trust (the Trust) and purchase property or casualty insurance through the Trust. The Florida Insurance Trust is a self-insurance fund created under Florida Statute 624.4625 for the purpose of pooling and spreading liabilities of its group members. Client warrants that it meets qualifications for participation by being incorporated as a Florida Non-Profit Corporation that receives at least 75 percent of its revenues from local, state, or federal government sources or a combination of such sources.

Client has requested that Bouchard Insurance, a Marsh and McLennan Agency LLC Company function as Client's agent, facilitating and arranging Client's participation in the Trust. MMA-Bouchard will do so, subject to the Client's express acknowledgement and agreement as follows:

1. Client has considered other available options, if any, and has knowingly and voluntarily elected to participate in the Trust in lieu of other insurance or risk transfer options;
2. Client is aware that all members of the Trust are Named Insureds on common policies under the name of Florida Insurance Trust. Client is also aware that certain property insurance limits, e.g. Wind and Hail, are shared among all members of the Trust. These limits are based on actuarial studies of Probable Maximum Loss, which may be lower than the total insurable value of the property. Should a loss exceed the limits of the policy, members would receive loss settlements in proportion of the limit to the total aggregate loss.
3. Client understands that the Trust has a governing body comprised entirely of officials from its member corporations and **that this governing body may from time to time make changes, as permitted by statute, to the structure of the Trust's self-insurance fund, including but not limited to the selection of insurance carriers, limits of coverage, and self-insured retentions.**
4. FS 624.4625 requires that the Trust:
 - (a) Uses a qualified actuary to determine rates using accepted actuarial principles and annually submits to the office a certification by the actuary that the rates are actuarially sound and are not inadequate;
 - (b) Uses a qualified actuary to establish reserves for loss and loss adjustment expenses and annually submits to the office a certification by the actuary that the loss and loss adjustment reserves are adequate;
 - (c) **Retain a per-loss occurrence that does not exceed \$350,000;**
 - (d) Maintains a continuing program of excess insurance coverage and reserve evaluation to protect the financial stability of the fund in an amount and manner determined by a qualified actuary.
5. **Client understands that if the actuary determines that reserves are not adequate, the fund shall file with the office a remedial plan for increasing reserves or otherwise addressing the financial condition of the fund, which could include assessment of each member of the Trust.**
6. Client has received and analyzed all available information relating to the Florida Insurance Trust and has made its own determination of the financial risk to Client as a result in participating in the Trust. **Client is not relying on MMA-Bouchard to conduct a financial analysis or quantify risk to the Client.**
7. **A corporation not for profit self-insurance fund that meets the requirements of Florida Statute 624.4625 is not an insurer for purposes of participation in or coverage by any insurance guaranty association established by chapter 631.**

8. Client, as inducement for MMA-Bouchard to facilitate Client's participation in the Florida Insurance Trust, **knowingly and voluntarily waives any and all legal rights and causes of action against MMA-Bouchard in connection with Client's participation in the Trust.**

Client Name: **The Arc Tampa Bay, Inc.**

ARCTAMPA1

Signature: _____
Name/Title: _____
Date: _____

PAYMENT OPTIONS

LINE OF COVERAGE	COMPANY	DIRECT/AGENCY BILL	PAYMENT OPTIONS
Property, EDP, GL/PL/Abuse, Auto, Excess, Workers Comp	Florida Insurance Trust	Agency Bill	Financed
Crime	Hiscox	Agency Bill	Financed
Management Liability	Philadelphia Indemnity Insurance Company	Agency Bill	Financed
Cyber Liability	Certain Underwriters at Lloyd's	Agency Bill	Financed
Blanket Accident	Hartford Life & Accident	Agency Bill	Annual

IMPORTANT NOTICE:

A short rate earned premium penalty may be charged by the Company if YOU elect to cancel a policy prior to its normal expiration date.

Policies may also be subject to a non-refundable minimum earned premium. Please refer to your policy for the specific amount; or call us prior to canceling your policy to determine if a minimum charge applies

APPENDICES

APPENDIX #	SUBJECT
1	Binding Instructions
2	Disclosure & Disclaimers / Compensation Disclosure
3	AM Best Financial Ratings

1 – BINDING INSTRUCTIONS

LINE OF COVERAGE	COMPANY	ITEMS NEEDED TO BIND COVERAGE
Property, EDP, GL/PL/Abuse, Auto, Excess, Workers Comp	Florida Insurance Trust	<ul style="list-style-type: none"> ✓ Signed Acord Application - Received ✓ Signed FIT Participation Agreement – Received ✓ Signed Uninsured Motorist Form – Received ✓ Receipt & Acceptable review of MVRs prior to binding, including confirmation that all drivers meet FIT Driver Eligibility guidelines. ✓ Copy of State/Facility licenses - Pending ✓ Copy of Written Sexual Abuse/Molestation prevention procedures if any changes from last year. - Pending ✓ Confirmation that there are no physicians/ARNP's to be scheduled on policy. – Confirmation Received ✓ Signed Member Participation Agreement - Received
Crime	Hiscox	✓ Nothing additional needed
Management Liability	Philadelphia Indemnity Insurance Company	✓ Question 6 in Wage & Hour Supplement needs to be fully answered prior to binding - Received
Cyber Liability	Certain Underwriters at Lloyd's	✓ Confirmation that your unique PII/PHI record count is less than 100,000 prior to binding. - Received
Blanket Accident	Hartford Life & Accident	✓ Nothing additional needed

2 – DISCLOSURE & DISCLAIMER

1. This proposal is based upon exposures to loss identified by information that you provided regarding your business and operations. If there are other business exposures that need to be evaluated prior to binding coverage, please bring these to our attention.
2. Should any of your exposures change after coverage is bound, such as new operations, property purchases, hiring employees in additional states, etc., please let us know so proper coverage(s) can be discussed.
3. The coverage valuation and limits provided were determined by you. We recommend a professional appraisal to ensure that such values and limits are adequate to protect your assets. Higher limits of liability may be available.
4. Estimated exposure basis (i.e. vehicles, sales, payroll, and area) were established by information you provided. If actual exposures for the policy term(s) are different than estimated, the final premium may be adjusted.
5. The entity(ies) designated as named insured is/are the only entity(ies) covered under this proposal. Please notify our office immediately if you should acquire or form any new organizations so we provide appropriate coverage.
6. The abbreviated outlines used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only intended as a brief summary of coverage. The insuring agreement, terms, and conditions of the actual policy form(s) purchased will govern the coverage being provided. Please read your policy for specific details.
7. For direct bill policies: Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.
8. This form is for illustration purposes only. Please read your policy for specific details.

COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/resource/compensation-guide-for-client.pdf>

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

February 10th, 2022

3 – AM BEST FINANCIAL RATING

Insurance carriers are rated based on their financial stability and their ability to pay claims. The two most recognized rating firms are A.M. Best and Standard & Poor's.

A.M. Best rates a carrier based on its financial stability. Best's categories are A++ to C-. A rating of A++ is given to companies considered the most financially stable.

Standard & Poor's (S&P) rates carriers based on their ability to pay claims. S&P's ratings for companies considered secure are AAA, AA, A, and BBB, with AAA equating to "superior" and BBB equating to "adequate." S&P's ratings for vulnerable companies include BB, B, CCC, and R.

Carrier Ratings By Size

In order to help you evaluate and select appropriate insurance carriers, we have provided below the carrier ratings assigned by A.M. Best.

BEST'S OVERALL COMPANY SIZE RATINGS	
<u>Class</u>	<u>Policyholder Surplus</u>
Class V	\$10,000,000 - \$25,000,000
Class VI	\$25,000,000 - \$50,000,000
Class VII	\$50,000,000 - \$100,000,000
Class VIII	\$100,000,000 - \$250,000,000
Class IX	\$250,000,000 - \$500,000,000
Class X	\$500,000,000 - \$750,000,000
Class XI	\$750,000,000 - \$1,000,000,000
Class XII	\$1,000,000,000 - \$1,250,000,000
Class XIII	\$1,250,000,000 - \$1,500,000,000
Class XIV	\$1,500,000,000 - \$2,000,000,000
Class XV	\$2,000,000,000 or more

The Arc Tampa Bay Demographic Data and COVID-19 Risk Factors: Analysis:

The physical and mental impact of COVID-19 on individuals with intellectual and developmental disabilities (IDD) has been profound. Many studies have demonstrated that individuals with intellectual and developmental disabilities are at increased risk of hospitalization and death from COVID-19 compared to the general population. One of the largest studies completed by Gleason et al. (2021) found that individuals with “intellectual disabilities were six times more likely to die from COVID-19 than other members of the population.” In fact, having an intellectual disability was determined to be “the highest independent risk factor for contracting COVID-19, controlling for race, ethnicity, and other variables” (Ross, 2021). Landes et al. (2022) published the results of a study examining death certificates from 2020 and found that while COVID-19 was the third leading cause of death for the general population in 2020, it was the leading cause of death for individuals with IDD. Co-morbidities, congregated living, and personal hygiene limitations undoubtedly contributed to this increase in risk.

When we examine the diagnostic and other demographic data for the individuals currently attending The Arc Tampa Bay’s Long Center Adult Day Training program, we find multiple conditions and diagnoses that have put them at risk, either due to the medical risk or due to factors requiring additional supervision and/or assistance with personal care and activities of daily living. Below is a summary of some of these factors:

Condition	Number (N=101)	Percentage
Autism	23	23%
Cerebral Palsy	21	21%
Down Syndrome	10	10%
Prader-Willi Syndrome	12	12%
Seizure Disorder	23	23%
Behavior and/or Mental Health	56	56%
Use of Wheelchair	12	12%
Hearing Impairment	6	6%
Vision Impairment	6	6%
Dementia	1	1%
Parkinson’s Disease	1	1%

Other factors such as race and ethnicity were also identified in a study by Gleason et al. (2021) as they correlated to risk of COVID-19 diagnosis. Higher rates of COVID-19 mortality were also reported for people with Down syndrome and cerebral palsy compared to the general population (Landes et al., 2022). After intellectual disability, Hispanic ethnicity (versus Non-Hispanic White) was the second highest risk factor for COVID-19 diagnosis. African American (versus Non-Hispanic White) was 5th. If we break down The Arc Tampa Bay’s demographic and diagnoses data by race and ethnicity, we see a higher proportion of co-morbidities among the population that is Asian, African American, and Hispanic compared to their Caucasian cohorts. Other COVID-19 risk factors such as hypertension, diabetes, and obesity are also more prevalent among this population. The data is broken down below:

Condition	Asian, African/American, Hispanic % (N=22)	Caucasian, Non-Hispanic (N=79)
Autism	27%	24%
Cerebral Palsy	23%	20%
Down Syndrome	14%	9%

Prader-Willi (genetic condition resulting in uncontrollable appetite and obesity)	18%	10%
Seizures	27%	24%
Behaviors or Mental Health	55%	61%
Obesity	9%	5%
Diabetes or Hypertension	23%	16%

In summary, compared to the Caucasian/Non-Hispanic program participants, Asian, African/American, and Hispanic program attendees demonstrated a greater propensity for being diagnosed with autism, cerebral palsy, Down syndrome, Prader-Willi, obesity and diabetes and/or hypertension. As demonstrated in various studies, cerebral palsy, Down syndrome, obesity, diabetes and hypertension are all risk factors for contracting COVID-19 and increase risk of mortality from COVID.

While most studies focused on the physical health disparities experienced by the population with IDD, the impact of COVID-19 has not only been felt physically but mentally. A study completed by Sanders et al. (2022) demonstrated that over half of the study participants (individuals with IDD) reported that their mental health worsened compared to their status prior to the pandemic. The same amount experienced higher doses or newer psychotropic medications that were prescribed during the pandemic. Not only does the physical isolation impact individuals with IDD severely, the changes in routine can also be challenging. The mental toil caused by the isolation and routine changes is demonstrated by examining the reactive strategy logs for individuals receiving residential services from The Arc Tampa Bay. 2020 reactive strategy logs were examined for the period pre-pandemic and during the pandemic. Reactive strategy logs are used to document to the Agency for Persons with Disabilities (APD) when restraints, seclusion, and other interventions are used for crisis management during behavior incidents. Not only were group home residents temporarily restricted from attending the adult day training program, there were also not allowed in-home visitors until September 2020. Community activities and group home visits were restricted until November 2020. These restrictions were put into place with guidance from APD. The Arc Tampa Bay initiated day program closures in late March 2020. Use of reactive strategies initially decreased from 56 to 51 incident in February and March to 21 April. However, incidents eventually continued to increase to a high of 84 incidents in August, plateauing in September. This coincided with the reinstatement of in-home visits from families and guardians. Numbers of incidents for November (41) and December (28) were extremely low as community outings and additional home visits were reinstated during this time.

While the COVID-19 pandemic has presented many challenges for The Arc Tampa Bay, the Long Center renovation project will enable the agency to move forward with unique programming and learning opportunities to enable the population that we serve to thrive and remain active mentally and physically.