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COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, January 26, 2016

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
   a. **Robin Sollie, CEO of Tampa Bay Beaches Chamber of Commerce**

2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.

3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

4. **Consent**
   a. **Approval of minutes from the City Commission Meeting held December 15, 2015.**
   b. **Authorize the City Manager to accept a proposal with Gulf Coast Custom Cable for $17,634.00 for the relocation and installation of fiber optic cable.**

c. **Authorization to approve a special event application request for road closure on Gulf Way between 8th and 7th Ave on October 15, 2016 for the Brass Monkey.**
d. **Authorization for the City Manager to purchase a 2016 Nissan Frontier pick-up truck in the amount of $17,486.95 from Alan Jay Nissan that will replace a 2004 Ford Ranger pick-up truck assigned to Parking Enforcement.**
e. **Authorization for the City Manager to execute an agreement with Burton & Associates for an Impact Fee Feasibility Analysis and Wastewater Connection Fee Update in the amount of $11, 255.**
f. **Authorize the City Manager to enter into a unit price purchasing agreement with Certus Builders, Inc. for concrete sidewalk and curb replacement.**
g. **Authorize the City Manager to sign a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT).**

5. Action Items

a. **Authorization for the City Manager to purchase Vermont System Recreation Software for the Recreation Department in the amount of $33,075.00.**
b. **Authorization for the City Manager to purchase WebTrac Real-Time Internet Software for the Recreation Department in the amount of $14,813.00.**
c. **Authorize the City Manager to enter into a purchasing agreement with Avocette/Acella in the amount of 52,328.00 for permitting software and implementation for the Community Development Department.**
d. **Authorize the City Manager to enter into agreement with USA Voltage, LLC for $211,200 to provide underground utility service connections for the Pass-A-Grille Way North Reconstruction project.**
e. **Boating Infrastructure Grant - Community Center Dock Project**
f. **Review of City Attorney Retainer Agreement**

6. Ordinances

a. **Ordinance 2016-01, First Reading and Public Hearing amending the Code of Ordinances regarding dogs on the sand beach.**

b. Ordinance 2016-02, First Reading and Public Hearing, an Ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the General, Wastewater, Reclaimed, Stormwater and Capital Improvement Funds for the Fiscal Year ending September 30, 2016; providing for funding; and providing for an effective date.

7. Resolutions – No items submitted at this time.

8. Items for Discussion – No items submitted at this time

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. City Clerk, City Manager, City Attorney and City Commission Reports

a. FY2016 1st Quarter Department Reports

11. Adjournment

APPEAL: If a person decides to appeal any decision made at this meeting, he/she will need a record of the proceeding and, for such purpose, will need to ensure that a verbatim recording of the meeting is made that includes the testimony and evidence on which to base the appeal. (Florida Statute 286.0105) The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act and Florida Statutes, Chapter 286.26, persons needing special accommodations to participate in a meeting should contact City Hall at (727) 367-2735 no later than four (4) days prior to the meeting for assistance.

The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.

TAMPA BAY BEACHES
CHAMBER of COMMERCE
The Beach is our Business

TO: City of St. Pete Beach

FROM: The Tampa Bay Beaches Chamber of Commerce

DATE: December 22, 2015

RE: Please submit the following material into the agenda packet for the January 26th Regular Commission Meeting.

6990 Gulf Boulevard | St. Pete Beach, Florida 33706 | office: 727.360.6957 | fax: 727.360.2233
www.tampabaybeaches.com


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BEACHES
VISITORS GUIDE
THE ULTIMATE GUIDE FOR PLANNING
YOUR PERFECT BEACH VACATION
Discover
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REGION
NORTH
CENTRAL
SOUTH
DINE
SHOP
STAY
TAMPA BAY BEACHES
CHAMBER of COMMERCE
The Beach is our Business
TAMPABAYBEACHES.COM

AWARDS

ANCLOTE KEY PRESERVE STATE PARK
"Best Hidden-Gem Beach"
USA Today (2013)

CALADESI ISLAND STATE PARK
"No. 11 on Americas's Top 25 Beaches for 2014" *TripAdvisor*

"No. 12 on America's Top 25 Beaches for 2013" *TripAdvisor*

CLEARWATER BEACH
"Voted one of Top 10 Beaches in Florida for 2015" *Travel Channel*

"No. 2 Best Florida Beach"
USA Today and 10Best (2015)

"No. 8 of U.S. Top 25 Beaches for 2015" *TripAdvisor*

"No. 21 on America's Top 25 Beaches for 2014" *TripAdvisor*

"Best Beach Town in Florida for 2013" *USA Today*

"Best Place to Watch a Sunset"
USA Today (2013)

"Best Beaches in the U.S."
Peter Greenberg (2013)

FORT DE SOTO PARK
"No. 8 Best Florida Beach"
USA Today and 10Best (2015)

"Best Family Beach"
USA Today (2013)

"No. 4 on America's Top 25 Beaches for 2013" *TripAdvisor*

"No. 20 on World's Top 25 Beaches for 2013" *TripAdvisor*

PASS-A-GRILLE
"No. 5 Best Florida Beach"
USA Today and 10Best (2015)

"No. 15 on America's Top 25 Beaches for 2013" *TripAdvisor*

ST. PETE BEACH
"No. 2 of U.S. Top 25 Beaches for 2015" *TripAdvisor*

"No. 9 on America's Top 25 Beaches for 2014" *TripAdvisor*

"One of America's Top 10 Best Beach Towns for 2013"
Parents magazine

"America's No. 1 Beach for 2012"
TripAdvisor

CLEARWATER MARINE AQUARIUM
"Best Florida Attraction"
USA Today (2013)

INFINITE POSSIBILITIES | BECAUSE YOUR OPTIONS TO UNWIND ARE WIDE OPEN.

STEVEN KOVICH

AREA MAP

1 ST. PETE BEACH WELCOME CENTER (CHAMBER HEADQUARTERS)

6990 Gulf Blvd., St. Pete Beach, FL 33706
P 800-944-1847, 727-360-6957

2 JOHN'S PASS WELCOME CENTER

12902 Village Blvd., Madeira Beach, FL 33708
P 727-394-0756

3 INDIAN SHORES SATELLITE OFFICE

19305 Gulf Blvd., Indian Shores, FL 33785
P 727-595-4020

FOR MORE INFORMATION, SEE PAGE 77 AND GO ONLINE TO TAMPABAYBEACHES.COM

GETTING AROUND

GET IN THE ISLAND MOOD. DON'T RUSH OR WORRY BECAUSE THERE IS PLENTY OF PUBLIC PARKING AND BEACH ACCESS FROM THE MAIN ROAD. DON'T WANT TO DRIVE? TAKE ADVANTAGE OF THE ISLAND TROLLEYS AND CAB SERVICES.

APPROXIMATE DRIVE TIME TO/FROM THE AIRPORTS

Plan on leaving a little extra time to get to your destination. Each island has only one or two bridges to the mainland, and these can get backed up, especially on busy weekends and holidays.

PIE TO

- N Clearwater Beach = **24 mins**
- C Redington Shores = **27 mins**
- S St. Pete Beach = **29 mins**

TPA TO

- N Clearwater Beach = **31 mins**
- C Redington Shores = **40 mins**
- S St. Pete Beach = **36 mins**

TOLLS, BRIDGES + ISLAND ACCESS

Keep some change handy. Most of the bridges and causeways to the islands are toll roads.

- N Belleair Causeway
- N Memorial Causeway
- N Park Boulevard Bridge
- C Treasure Island Causeway
- C Tom Stuart Causeway
- S Sunshine Skyway
- S Pinellas Bayway

GOOD TO KNOW

Be aware of construction season. Some bridges may be closed for repair work. If so, a nearby alternative route will be identified to get on and off the island.

PUBLIC PARKING

You will find plenty of public parking around the beaches for a small fee. Find your spot, remember your number and look for a parking meter pay station – it's a silver box that accepts credits cards, paper money and coins.

BEACH ACCESS

The sun is out, the sand is hot and you're ready to have some fun in the sun. Look for the public beach access signs all around, and you'll be on your way.

MILE MARKERS

You will start to see distinctive Mile Marker signs along the main roads that parallel the beach. These are designed to help you estimate the distances and find your way from one point to another. They start at Mile Marker 0 in Pass-a-Grille and go to Mile Marker 25 on the north end of Clearwater Beach.

TRAVEL INFORMATION SERVICE

By **dialing 511**, Tampa Bay travelers in Hillsborough, Pasco, Polk, Pinellas, Manatee and Hernando counties, along with Sarasota, can access free, 24-hour traffic and road-condition updates on select road segments. Travelers can also access the same information at fl511.com.

TRAVEL BY TROLLEY

Suncoast Beach Trolley

Hop on the Suncoast Beach Trolley, and explore the unique beach communities from downtown Clearwater to Pass-a-Grille. Shop the beach stores on Corey Avenue, take in the sights at John's Pass Village or watch the sun set into the horizon.

Look for special trolley bus stop signs located frequently along the route. In addition to the services along Gulf Boulevard, connector routes run between the coast and downtown St. Petersburg.

Hours of Operation

The Suncoast Beach Trolley runs every 20 to 30 minutes from 5:05 a.m. to 10:10 p.m., Monday through Sunday, including holidays, with service until midnight on Friday and Saturday.

Central Avenue Trolley

On the Central Avenue Trolley (CAT), you have the luxury of an easy, no-transfer ride between two popular destinations – St. Petersburg and Pass-a-Grille Beach. This trolley features a new multi-zone fare system that offers free transport between The Pier and the Sundial.

PSTA Information

For more information, GO Cards, trolley maps and schedules, visit psta.net or call the PSTA InfoLine: **727-540-1900** or TDD only **727-540-0603.**

TROLLEY AND MILE MARKER BY STEVEN KOVICH


MADEIRA BEACH


FORT DE SOTO PARK

BOY SURFING, FORT DE SOTO, FOOD AND MADEIRA BEACH BY STEVEN KOVICH;
PEOPLE IN BAR BY ©ISTOCKPHOTO.COM/EFENZI; ICE CREAM BY ©ISTOCKPHOTO.COM/OKEA

Discover

SOUTH TOWNS

THE SOUTH TOWNS ARE TRULY MAGICAL IN THEIR NATURAL BEAUTY. YOU WILL FIND YOURSELF IMMERSED IN PICTURE-PERFECT OCEAN VIEWS.

1 CITY OF SOUTH PASADENA

A semitropical climate, plenty of sunshine and delightful year-round breezes make South Pasadena a perfect place to take a stroll through one of its many waterfront parks. 7047 Sunset Drive S, South Pasadena, 33707; 727-347-417; **mysouthpasadena.com**

2 CITY OF ST. PETE BEACH / PASS-A-GRILLE

Shop, dine and unwind in the Corey Avenue Shopping District. Take it slow and sandy on Pass-a-Grille Beach. This barrier island community begs you to stay for a while or maybe forever. 155 Corey Ave., St. Pete Beach, 33706; 727-367-2735; **stpetebeach.org**

3 TIERRA VERDE

At the southernmost point of the Tampa Keys, Tierra Verde is home to Fort De Soto Park, a nature lover's paradise complete with camping, fishing and an old fort to explore. 1275 Pinellas Bayway, 2nd floor, Tierra Verde, 33715; 727-867-9362; **tierraverdecommunityassociation.org**

Discover

SOUTH BEACHES

THE SOUTH BEACHES ARE SURE TO BE THE PERFECT ESCAPE TO NATURE.


ST. PETE BEACH

1 ST. PETE BEACH

Voted No.1 beach in the U.S. on TripAdvisor, most likely due to its chill demeanor and multiple Gulf activities like parasailing, paddle boarding and wind surfing. You'll be blown away by St. Pete Beach. 4700 Gulf Blvd., St. Petersburg Beach, 33706; 727-367-2735; **stpetebeach.org**

2 PASS-A-GRILLE

This simple four-mile beach that wraps the end of the key to meet Boca Ciega Bay is sure to charm you with its snorkeling, dolphin cruises and amazing sunsets. 113 11th Ave., Pass-a-Grille Beach, 33706; 727-403-6136; **visitpassagrille.com**

3 TIERRA VERDE

Neighbors have kept this quiet, secluded 400-foot-wide beach a secret. Homes border the sand, and nearby access roads require parking permits. 3500 Pinellas Bayway, Tierra Verde, 33715; 727-582-2267; **tierraverdecommunityassociation.org**

4 FORT DE SOTO PARK

This 1,136-acre historic park is complete with hiking trails, campgrounds, a fishing pier and a dog-friendly beach. See undisturbed wildlife, and children can swim safe from sea critters in the natural lagoon off the coast. 3500 Pinellas Bayway, Tierra Verde, 33715; 727-582-2267; **pinellascounty.org**

PET FRIENDLY

ST. PETE BEACH AND PASS-A-GRILLE BY STEVEN KOVICH; TIERRA VERDE AND FORT DE SOTO PARK COURTESY OF VISIT ST. PETERSBURG/CLEARWATER

Our top

MUST-SEES

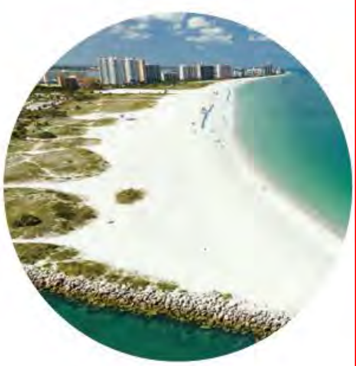
WHEN TRAVELING THE 26 MILES OF GORGEOUS TAMPA BAY BEACHES, THERE ARE A FEW THINGS YOU CAN'T AFFORD TO MISS.

SUNSET SAILING

If you haven't witnessed a Florida sunset with the waves under your feet, you have to hop on a Dolphin Landings Sunset Sail. This charter departs one hour before sunset and gives you the best view of Mother Nature's canvas. 4737 Gulf Blvd., St. Pete Beach, 33706; 727-360-7411; **dolphinlandings.com**

"NOT ONLY WERE THE SIGHTS OF THE DOLPHINS SWIMMING NEXT TO OUR SAILBOAT BREATHTAKING, BUT THE SUNSET OVER THE GULF WAS SOMETHING OUT OF A PAINTING."

— **KIMBERLY G.** *(TripAdvisor)*



SAND KEY PARK

A quiet counterpart to Clearwater Beach, Sand Key Park is a must-see for those seeking a relaxing day undisturbed by the hustle and bustle. You may even see a dolphin or two from the shore. 1060 Gulf Blvd., Clearwater, 33767; 727-588-4852; **pinellascounty.org**

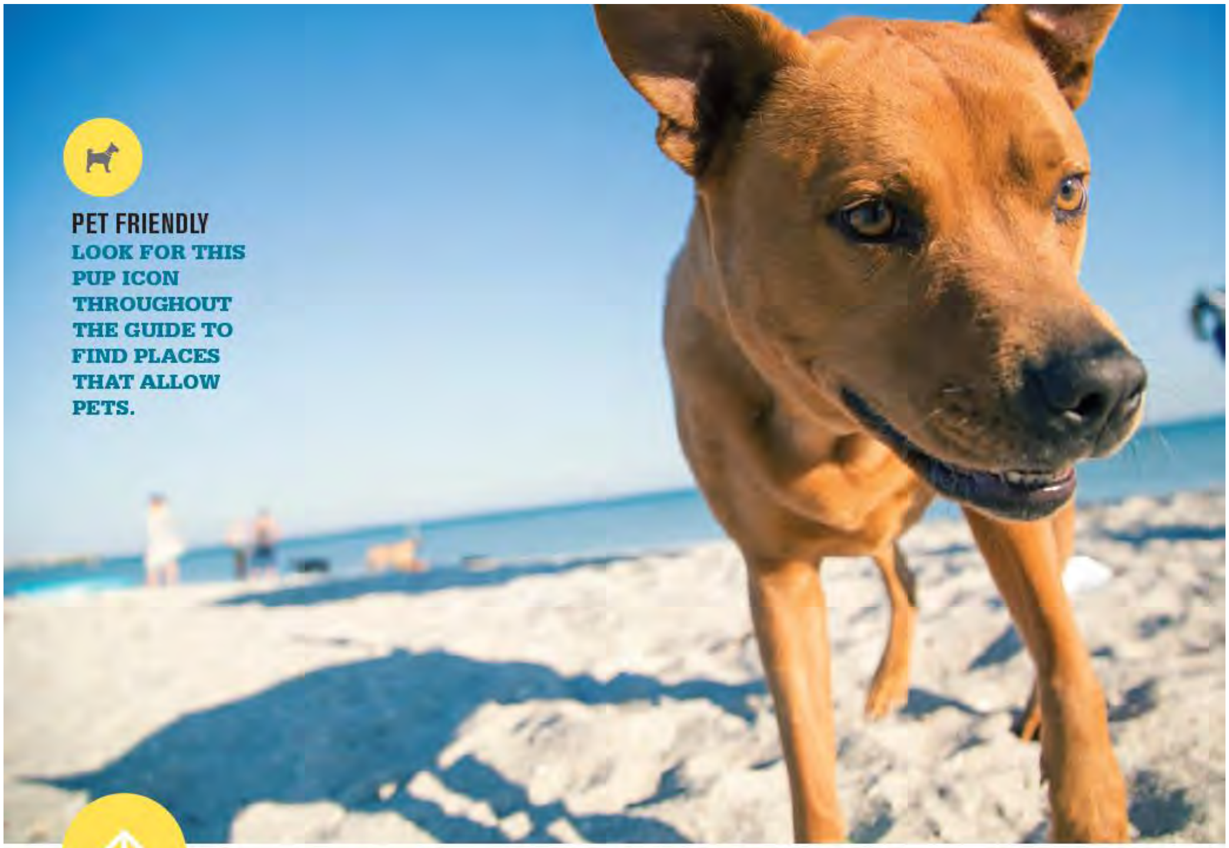
RUMFISH FISH TANK

Located inside the Guy Harvey Rum-Fish Grill, this 33,500-gallon aquarium spans an entire wall of the dining room. The tank is home to more than 20 species and a 4-foot eel. Guess what else … resort guests can snorkel in the tank. 6000 Gulf Blvd., St. Pete Beach, 33706; 727-329-1428; **rumfishgrill.com**

SUNSET BELL IN PASS-A-GRILLE

Join other sunset lovers at the Paradise Grill and clap with delight when someone rings the big bell as the sun dips into the Gulf. Look for the green spark. If you play your cards right, you may get a chance to ring the bell yourself. 900 Gulf Way, St. Pete Beach, 33706; 727-367-1495; **visitpassagrille.com**

SUNSET SAILING, DOLPHIN AND SAND KEY PARK COURTESY OF VISIT ST. PETERSBURG/ CLEARWATER; RUMFISH FISH TANK BY STEVEN KOVICH



FORT DE SOTO PARK

If you're looking for an outdoor paradise, Fort De Soto Park is your destination. More than 100 species of birds flock here, there's a fort and check out the fenced dog park/Fido-friendly beach where leashes aren't required and pet play is unrestricted. 3500 Pinellas Bayway S, Tierra Verde, 33715; 727-582-2267; **pinellascounty.org**

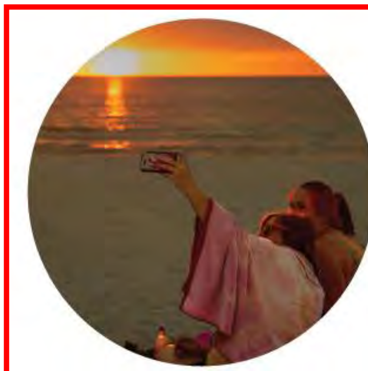
"[FORT DE SOTO PARK] DOGGIE HEAVEN ... AN AMAZING OUTLET TO JUST LIVE IN NATURE WITH MAN'S BEST BUDDY, HIS DOG."
— TRAVELER FOODIE *(Google)*

WINTER THE DOLPHIN

Stop by the Clearwater Marine Aquarium to visit Winter the dolphin, the star of the film *Dolphin Tale.* Winter is a rescue dolphin with a truly remarkable story of overcoming life-defining obstacles. Stop by CMA and be inspired by Winter's heartwarming tale. 249 Windward Passage, Clearwater, 33767; 727-441-1790; **seewinter.com**

JOHN'S PASS VILLAGE

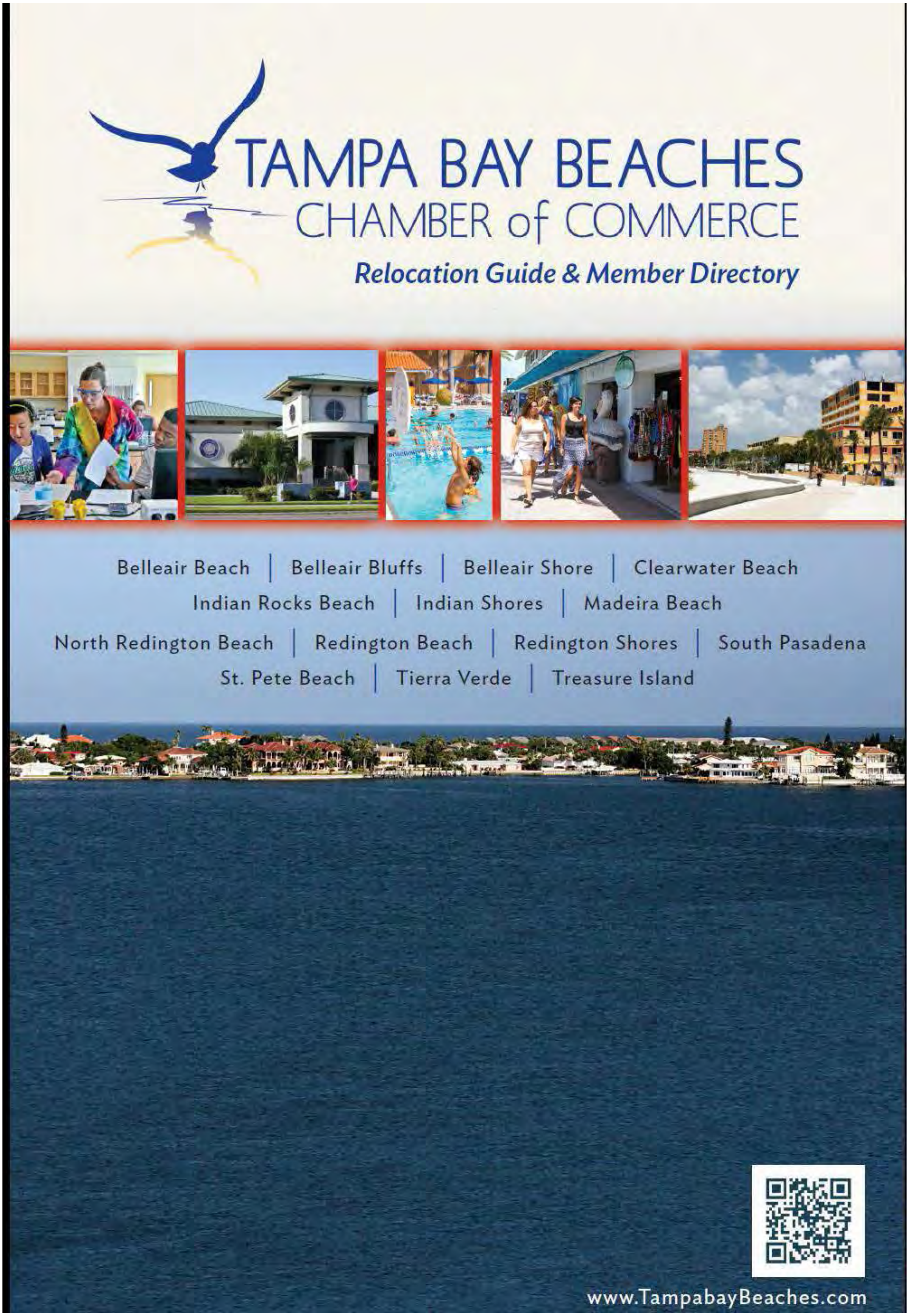
A great place to shop, eat and watch the fishermen bringing in their daily catch. John's Pass Village is a favorite for everyone. There's plenty to do and see, and it's just a few steps from the beach. 12901 Gulf Blvd., Madeira Beach, 33708; 727-394-0756; **johnspass.com**



SUNDOWN SELFIES (VARIOUS BEACHES)

Looking for a great place to take a sunset selfie? Try Pass-a-Grille or any of the public beach access points along the Tampa Bay Keys. As long as you're looking west, you won't miss the Gulf's most gorgeous photo op. 113 11th Ave., Pass-a-Grille Beach, 33706; 727-403-6136; **visitpassagrille.com**

FORT DE SOTO, JOHN'S PASS VILLAGE AND SUNDOWN SELFIE BY STEVEN KOVICH; WINTER THE DOLPHIN COURTESY OF CLEARWATER MARINE AQUARIUM


TAMPA BAY BEACHES
CHAMBER of COMMERCE
Relocation Guide & Member Directory
Belleair Beach | Belleair Bluffs | Belleair Shore | Clearwater Beach
Indian Rocks Beach | Indian Shores | Madeira Beach
North Redington Beach | Redington Beach | Redington Shores | South Pasadena
St. Pete Beach | Tierra Verde | Treasure Island
www.TampabayBeaches.com


the island chapel
Sunday Services
8:00 am & 10:00 am • Nursery Available
Come to Worship & Experience a Relevant Message with Practical Application
Dr. Mike Wetzel, Pastor
1271 Pinellas Bayway, Tierra Verde, FL 33715
(727)866-7362
Email: info@theislandchapel.org • Website: www.theislandchapel.org


ST. PETE BEACH COMMUNITY CENTER
7701 Boca Ciega Drive
St. Pete Beach, FL 33706
www.spbrec.com
ST. PETE BEACH
Recreation: (727) 363-9245
Pool: (727) 363-9264
Fax: (727) 363-9246
Amenities
• Heated 6-Lane Junior Olympic Sized Swimming Pool Open Year Round
• Indoor Full Court Basketball Gym
• Workout Room with New Equipment
• Classes and Programs for All Ages
• Community Events
• Great Rental Space for a Meeting, Party or Wedding
• Contracted SilverSneaker Facility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THE COMMUNITIES of Tampa Bay Beaches

SOUTH

BEST BEACH IN THE UNITED STATES FOR 2014

ST. PETE BEACH, TRIP ADVISOR

City of St. Pete Beach

Long considered one of the top tourist destinations in the Sunshine State, St. Pete Beach was originally formed from the towns of Pass-a-Grille, Belle Vista, St. Petersburg Beach and other enclaves of unincorporated Pinellas County in 1957. In 1994 locals voted to shorten the municipality's name to St. Pete Beach in order to distinguish it from the City of St. Petersburg. Today, St. Pete Beach occupies the entire area of Long Key at the southern tip of Pinellas County's Barrier Islands.

Long renowned for its spectacular beaches, sunsets, shops, restaurants, hotels, attractions and nightlife, St. Pete Beach was voted Trip Advisor's Number one beach in the entire United States in 2014.

For more than sixty years the Historic Corey Avenue Shopping District has drawn visitors and residents to its wide and eclectic collection of boutique stores, art galleries, bistros, markets, gift shops, and yearly festivals.

Speaking of historic architecture, St. Pete Beach's Loews Don Cesar is one of only three "Historic Hotels of America" located within the Tampa Bay region. Opened in 1928, the hotel's design was inspired by Mediterranean and Moorish architecture. It quickly became the destination du jour for many rich and notable tourists at the height of the jazz age. Then, during World War II it was converted into a military hospital, whereupon it wouldn't reopen as a hotel for nearly thirty years. To this day The Loews Don Cesar is an internationally recognized icon of St. Pete Beach.

Proximity to Downtown St. Petersburg and inland Pinellas County means you don't have to remain distant from the more cosmopolitan areas in order to reside in the paradise that is St. Pete Beach. Beautiful weather, public safety, local amenities and a thriving local economy inspires many visitors to reside seasonally or relocate permanently.

Pass-a-Grille

For a quiet scenic experience, many visitors choose to explore Pass-a-Grille Beach and the Pass-a-Grille Historic District. Pass-a-Grille is situated south of the larger hotels and buzzing streets that make up St. Pete Beach's main strip. Historic 8th Avenue features some of the oldest homes built on any of Pinellas County's beaches and is one of the largest historic districts on the Gulf Coast. The restaurants which overlook the Gulf are an experience all their own. With breathtaking views of the Gulf of Mexico and gorgeous sunsets nightly, they're a definite "must see" for anybody looking for the best local flavors and regional delicacies. Likewise, housing options can be just as breathtaking. There is no shortage of homes or charming condos and cottages for those looking to relocate to paradise.

City of St. Pete Beach 727.367.2735
www.stpetebeach.org

Tierra Verde

Once upon a time Tierra Verde was a collection of fifteen different mangrove and foliage covered islands. Today, this beautiful area at the southernmost point of Pinellas County features a high end residential community with lovely single family homes and luxury condominiums surrounded by a comfortable mix of nature and development.

Tierra Verde is best known as the gateway to Fort Desoto, which was named TripAdvisor's top beach for 2009. Fort Desoto is the largest park in Pinellas County's Park System, as well as one of the most gorgeous and ecologically diverse ecosystems in the state. The Park is comprised of five interconnected islands or "keys"; Madelaine Key, St. Jean Key, St. Christopher Key, Bonne Fortune Key and Mullet Key. The abundance and variety of plant and animal life gives guests of Fort Desoto a unique glimpse of coastal Florida in its most pristine and natural setting.

A main point of interest within Fort Desoto Park is the historic military fort located on Mullet Key. In 1898, construction of military fortifications began on Mullet Key and Egmont Key. The two forts would be named Fort Desoto (after Spanish explorer Hernando Desoto) and Fort Dade. Visitors can still tour these two magnificent Spanish American War era sites, though Egmont Key is only accessible by boat.

Tierra Verde Community Association
727.547.4575
www.tierraverdecommunityassociation.org

Isla Del Sol

Isla Del Sol is a thirty three acre island community in Boca Ciega Bay. While the Island is largely residential, "The Shopper's Village" offers residents local dining and service options. The island is well known for its prestigious Yacht and Country Club on Sun Blvd., which features a full 18-hole golf course and countless country club amenities. Members of the club enjoy world-class treatment as they hit the links, play on any of nine clay tennis courts, enjoy exquisite dining facilities, relieve their stress in the private fitness center and the waterfront swimming pool.

South Pasadena

Between Southwest St. Petersburg and the southern beaches of Pinellas County lies the quiet community of South Pasadena. Local residents have plenty of restaurants and recreational shopping to choose from, as well as excellent medical facilities. Waterfront condominiums and apartments dot the community and quaint neighborhoods of single family and park model homes give South Pasadena its signature laid back Tampa Bay Beaches feel. Sandwiched between St. Petersburg and the award winning Tampa Bay Beaches, South Pasadena's location is too perfect to overlook because it appeals to so many lifestyles.

City of Pasadena 727.347.4171
www.ci.south-pasadena.fl.us

A Thriving ECONOMY

Creating a Vibrant Lifestyle

Tampa Bay Beaches would-be entrepreneurs can receive counseling through the Tampa Bay Beaches Chamber of Commerce, colleges and Business Assistance Partnership Specialists through Pinellas County Economic Development. The Pinellas County Businesses Information Center combines businesses expertise, training, technology applications and real world experience to help your enterprise succeed. The Pinellas County Business Development Center (BDC) also offers a variety of services to assist businesses.

In 2013 Florida received nearly 95 million visitors supporting 1 million jobs. For every 85 visitors to the state one additional job is created.

Communities Demographics 2014

(courtesy of www.pced.org)

	POPULATION	MEDIAN AGE
Belleair Beach	1,582	58
Belleair Bluffs	2,000	54.6
Bellair Shore	111	53.4
Clearwater	107,648	44.3
Indian Rocks Beach	2,604	52.7
Indian Shores	2,604	61
Isla Del Sol	NA	NA
Madeira Beach	4,762	53.4
North Redington Beach	1,505	56.7
Pass-A-Grille		
Redington Beach	2,843	57.3
Redington Shores	2,450	56.3
South Pasadena	5,047	68.4
St. Pete Beach	11,201	56.8
Treasure Island	8,256	56.9
Tierra Verde	3,706	54.6

MILLAGE RATE

	CITY	REAL ESTATE
Belleair Beach	2.0394	17.6488
Belleair Bluffs	5.35	21.6899
Belleair Shores	0.6175	16.2269
Clearwater	5.155	21.4949
Indian Rocks Beach	2.	18.3399
Indian Shores	1.87	18.2099
Madeira Beach	1.79	18.1299
North Redington Beach	0.7511	17.091
Redington Beach	1.941	18.2809
Redington Shores	2.	18.3399
South Pasadena	1.6985	18.0384
St. Pete Beach	2.8569	18.4663
Tierra Verde	6.7	23.1099
Treasure Island	3.3368	18.9462

Pinellas County's Top Private Employers 2013

- *Home Shopping Network, St. Petersburg* *2,800*
- *Raymond James Financial, St. Petersburg* *2,600*
- *Bright House Networks, St. Petersburg* *2,000*
- *Fidelity Information Service, St. Petersburg* *1,800*
- *Nielsen Media Research, Oldsmar* *1,800*
- *Jabil Circuit Inc., St. Petersburg* *1,600*
- *Tech Data Corp., Clearwater* *1,500*
- *Honeywell Aerospace, Clearwater* *1,500*
- *ThinkDirect Marketing Group, Clearwater* *1,000*
- *Ceridian Benefits Services, St. Petersburg* *1,000*
- *Cox Target Media Inc., Largo* *1,000*
- *Macy's Credit Operations, Inc., Clearwater* *1,000*
- *Progress Energy Florida Inc., St. Petersburg* *1,000*
- *Conmed Linvatec, Largo* *970*
- *Transamerica Life Insurance, St. Petersburg* *900*
- *Franklin Templeton Invest., St. Petersburg* *900*
- *PSCU Financial Service Inc., St. Petersburg* *850*
- *Regions Bank, Clearwater* *850*
- *Universal Health Care Group, St. Petersburg* *800*
- *Raytheon Co., Seminole* *800*

www.pced.org

MEDIAN HOUSEHOLD INCOME	MEDIAN VALUE OF OWNER OCCUPIED HOUSING
$70,862	$357,143
$42,168	$141,854
$69,342	$366,607
$39,737	$132,400
$58,158	$247,181
$44,100	$237,500
NA	NA
$42,906	$206,588
$59,030	$261,765
(INCLUDED IN ST PETE BCH)	
$57,679	$271,429
$48,449	$272,277
$30,287	$138,384
$53,719	$232, 942
$49,537	$214,500
$97,122	$330,537

TANGIBLE PERSONAL PROPERTY
16.733
NA
15.3111
19.8486
16.6936
16.5636
16.4836
15.4447
16.6346
16.6936
16.3921
17.5505
21.4636
18.0304

Area MAP

This map is for illustrative purpose and site locations are in general vicinity.

NORTH

NORTH BEACHES

Clearwater Beach
160 Gulfview Boulevard, Clearwater

Sand Key Park
1060 Gulf Boulevard, Clearwater Beach

Indian Rocks Beach County Park
1700 Gulf Boulevard, Indian Rocks Beach

Tiki Gardens-Indian Shores Beach
Access 19601 Gulf Boulevard, Indian Shores

CENTRAL

CENTRAL BEACHES

Redington Shores County Park
18200 Gulf Boulevard, Redington Shores

Archibald Memorial Park
15300 Gulf Boulevard, Madeira Beach

Madeira Beach County Park
14400 Gulf Boulevard, Madeira Beach

Johns Pass Beach and Park
12900 Gulf Boulevard, Madeira Beach

Treasure Island Park
11200 Gulf Boulevard, Treasure Island

Treasure Island Beach County Park
10400 Gulf Boulevard, Treasure Island

SOUTH

SOUTH BEACHES

Barbara Gilberg Habitat
1600 Pasadena Avenue S, South Pasadena

Fort DeSoto Park
3500 Pinellas Bayway S, Tierra Verde

Fred Held Habitat
2500 Pasadena Avenue S, South Pasadena

Galatea Garden
7015 Sunset Drive S, South Pasadena

Maynard A. Duryea Bay View Park
7054 Sunset Drive S, South Pasadena

St. Pete Beach County Park
4700 Gulf Boulevard, St. Pete Beach

Pass-A-Grille Beach
100-2000 Gulf Way, St. Pete Beach

Upham Beach Park
6700 Beach Plaza, St. Pete Beach

St Pete Beach

Find St. Pete Beach businesses in our Business Directory!

Voted #1 Beach In The Country By TripAdvisor in 2012

South Beaches Version 2

In the last fifty years, St. Pete Beach, Florida has developed its own identity and become a vastly popular vacation destination, but years ago, that wasn't the case. In fact, at one time, the islands that made up Tampa Bay's Beaches were known as four different keys rather than a cluster of beaches: Long Key, Treasure Island, Sand Key and Clearwater Beach Key.

Long Key, the most southern island, was originally made up of four areas: St. Petersburg Beach, Pass-A-Grille Beach, Don CeSar Place, and Belle Vista Beach. In 1957, the four communities merged and formed the City of St Petersburg Beach. Later, in efforts to achieve its own identity, the City voted to shorten its name to St. Pete Beach, not to be mistaken with "St. Pete's Beach," which some travelers have been known to do.

Pass-A-Grille Beach, the most southern tip of St. Pete Beach, is thought to have gotten its name from the Cuban fishermen, known as "Grillers", who camped along the waters edge of the island and would smoke their fish before returning home. Traveling thru the pass, you could see the fires on the beaches, hence Pass-A-Grille. Soon residents began to make Pass-A-Grille their home and in 1902, the first store was built on Long Key Island in Pass-A-Grille.

In 1905, Pass-A-Grille opened a Post Office and in 1911, State Legislation declared Pass-A-Grille a town and twenty-one residents voted at the first election. In 1914, electricity came to Long Key Island (St. Pete Beach) and in 1922, the island's first fire station was established - Pass-A-Grille Engine Company Number One.

St. Pete Beach and Pass-a-Grille Beach are both filled with great stories, wonderful restaurants, beautiful sunsets and picture perfect weather. If shopping interests you, visit the "Historic Corey Avenue Shopping District" or any of the other great shops located on Gulf Blvd.

Address: 155 Corey Ave, St. Pete Beach, FL 33706
Phone: 727-367-2735
Website: www.stpetebeach.org
www.visitpassagrille.com
Mayor: Maria Lowe
For a list of elected officials: click here

VIEW DEMOGRAPHICS - CLICK HERE
VIEW AVAILABLE PROPERTY - CLICK HERE
VIEW BUILDING DEPARTMENTS - CLICK HERE

Walk St. Pete Beach with GoogleMaps:

QUICK LINKS

- Request Visitors Guide
- Discounts
- Our Beaches
  - Clearwater Beach
  - Belleair Beach
  - Belleair Shore
  - Indian Rocks Beach
  - Indian Shores
  - Redington Shores
  - North Redington Beach
  - Redington Beach
  - Madeira Beach
  - Treasure Island
  - St Pete Beach
  - South Pasadena
  - Tierra Verde
  - Our Neighbors
- Places to Stay
- Where to Eat
- Things to See & Do
- Weddings
- Transportation
- Water Activities
- Sports & Entertainment
- Nightlife

Chamber on Twitter

Chamber on Facebook

Chamber on YouTube

Chamber on Pinterest

GOVERNMENT AFFAIRS NEWS

Issue: 11 / Volume: 3 / November 2015

TAMPA BAY BEACHES
CHAMBER of COMMERCE
The Beach is our Business

LOCAL NEWS

COUNTY NEWS

STATE & FEDERAL NEWS

COMMUNITY ADVOCACY MEETING
Learn How to Build Business Relationships with Your Elected Officials
9:00 a.m. Thursday, December 3rd at the St. Pete Beach Community Center
7701 Boca Ciega Drive, St. Pete Beach.
Click Here to Register

LOCAL:

Tierra Verde, St. Pete Beach, South Pasadena Area Councils

Tierra Verde
SHELL KEY PASS

The county will conduct a study to gain understanding of sand mitigation patterns and land form changes to identify alternatives to reopening the north passage.
Learn More

St. Pete Beach
CRA PLAN UPDATE

6:00pm December 17th, city commission will vote on the Community Redevelopment Area Plan. If approved, it will be sent to the Board of County Commission for final approval.
Learn More

LIBRARY UPDATE

Three options for the library include a new facility at the police station, current city hall or renovating the current library.
Learn More

South Pasadena
CITY HALL OPEN HOUSE

City Commission is holding a City Hall Open House December 11th from 4:00-6:00pm.
Learn More

COUNTY

TOURIST DEVELOPMENT COUNCIL

The Tourist Development Council voted unanimously to set a 40% cap on capital spending. A public hearing will take place 6:00pm November 24th.

Learn More

TOURIST DEVELOPMENT TAX

Starting December 1, 2015 Airbnb will start collecting bed taxes.

Learn More

BUY BEACHES FIRST

The Tampa Bay Beaches Chamber of Commerce has launched a buy local campaign that will pay rewards to customers who shop at beach businesses.

Learn More

STATE & FEDERAL

ANNUAL STATE CAPITOL TRIP

Join the TBBCoC as we partner with Pinellas County Chambers of Commerce and travel to the state capitol on February 10th & 11th.

Learn More / **Click Here to Register**

STRONG STATE RETAIL SALES

Florida tourists and consumers feeling more confident about spending. A 4.5% increase in holiday sales is expected this year.

Learn More

RECORD STATE TOURISM

Florida is seeing a 5.5% increase in visitors over last year. Also, 1,195,400 Floridians are employed in the tourism industry - increase of 5.2% over the same period last year.

Learn More

FEDERAL OVERTIME REGULATIONS

The Department of labor's new overtime regulations initially scheduled to be released in late 2015/early 2016, have now been postponed until at least late 2016.

Learn More

ADDITIONAL GOVERNMENT AFFAIRS NEWS

Click Here for Treasure Island and Madeira Beach News
Click Here for Redington Beach, North Redington Beach and Redington Shores News
Click Here for Indian Shores and Indian Rocks Beach News

COMMISSION MEETING SCHEDULE

Tierra Verde: 2nd Monday, 6:00pm monthly at TD Bank, 2nd Floor **Learn More**
St. Pete Beach: 2nd & 4th Tuesday, 6:00pm monthly at City Hall **Learn More**
South Pasadena: 2nd Tuesday, 7:00pm monthly at City Hall **Learn More**

Doug Izzo
Government Affairs
Tampa Bay Beaches Chamber of Commerce
www.TampaBayBeaches.com
727.360.6957

St. Pete Beach Location:
6990 Gulf Boulevard

Madeira Beach Location:
12901 Village Boulevard

Indian Shores Location:
19305 Gulf Boulevard

CITY COMMISSION MEETING

MINUTES

DECEMBER 15, 2015

6:00 P.M.

CALL TO ORDER

Mayor Lowe called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Maria Lowe, Mayor
Terri Finnerty, Vice Mayor
Rick Falkenstein, Commissioner
Gregory Premer, Commissioner

ABSENT

Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Elaine Edmunds, Administrative Services Director
John Kretzer, Interim Public Services Director
Phyllis Ruscella, Library Administrator

1. Presentations

a. Montessori by the Sea Chorus

Students, teachers and parents from Montessori by the Sea sang several Christmas songs.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

MaryAnn Techol, Boca Ciega Drive, spoke about speeding traffic, speed bumps, and possible code violations on a neighboring property.

Fran Travison, Boca Ciega Isle Drive, spoke about the effects of Red Tide and raw sewage dumped into Clam Bayou.

Ken Heisel, West Vina del Mar, spoke about buoys and markers in THE Pass-A-Grille Channel.

Mayor Lowe recessed the Commission meeting and called the CRA meeting to order at 7:00 p.m.

4. Recess for Community Redevelopment Agency (CRA) Meeting

a. Authorization for the Community Redevelopment Agency (CRA) to submit to the governing authority recommendations concerning the Community Redevelopment Plan and transmit Plan to the taxing authorities

Vice Mayor Finnerty moved to approve Item 4(a), to authorize the CRA plan as dated December, 2015, to be transmitted to the taxing authorities for review and comment, consistent with Florida Statute 163.360, and transmit to the governing authority for adoption. The motion was seconded by Commissioner Falkenstein.

Mayor Lowe called for audience comments.

Bill Pyle, Sunset Way, spoke in opposition to the adoption of the CRA plan.

Al Johnson, Blind Pass Road, spoke in favor of the adoption of the CRA plan.

Tom DeYampert, 78th Avenue, spoke in favor of the adoption of the CRA plan.

Hearing no further audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

Mayor Lowe adjourned the CRA Meeting at 7:12 p.m.

5. Reconvene City Commission Meeting

Mayor Lowe reconvened the City Commission Meeting at 7:13 p.m.

6. Consent

There were no Consent items submitted.

7. Action Items

a. Authorization for the City Commission to accept the Community Redevelopment Plan (CRA) dated December, 2015 and send the Plan to Pinellas County for a Board Workshop prior to adoption

Jennifer Bryla, Community Development Director, requested approval of the CRA Plan and authorization to send the Plan to the Board of County Commissioners to conduct a workshop on the plan. Pinellas County's staff has requested to hold a workshop prior to the public hearing meetings.

Mr. Saunders explained that the CRA Plan will be presented to the Commission for adoption once the workshop was held.

Commissioner Premer moved to approve Item 7(a), to authorize the CRA Plan, dated December 2015, be sent to the County for a workshop. The motion was seconded by Commissioner Falkenstein.

Mayor Lowe called for audience comments.

Bill Pyle, Sunset Way, spoke in support of additional revenue for projects and against additional property taxes and expenses to support the CRA. Mr. Pyle also spoke about blighted areas and property values.

Al Johnson, Blind Pass Road, spoke about financing projects through the CRA and the criteria required to be considered a blighted area.

Deborah Schechner, Boca Ciega Isle Drive, spoke about the definition of "blighted."

Tom DeYampert, 78th Avenue, spoke of the advantages of a CRA Plan.

Brian Edgar, Gulf Boulevard, spoke about CRA taxation.

Hearing no further audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

b. Authorization for the City Manager to solicit construction services for remodeling the work area in the current library building and the purchase of modular furnishings for the improved work area.

Mr. Saunders explained that a portion of the Library grant will be used for the improvements and purchases.

> **Vice Mayor Finnerty moved to approve Item 7(b), to authorize the City Manager to solicit construction services for remodeling the work area in the current library building and the purchase of modular furnishings for the improved work area. The motion was seconded by Commissioner Falkenstein.**

Mayor Lowe called for audience comments.

Deborah Schechner, Boca Ciega Isle Drive, spoke in support of the improved work area.

Bill Pyle, Sunset Way, spoke in support of the enhancement.

An unidentified speaker discussed computer replacement.

Brian Edgar, Gulf Boulevard, requested consideration of establishing a dress code for patrons of the Library.

Hearing no further audience comments, Mayor Lowe called for the vote.

> **The motion was unanimously approved by an individual roll call vote.**

c. Authorize the City Manager to approve a change order to the purchase agreement with TLC Diversified, Inc. for the Rehabilitation of Pump Station #2 in the amount of $142,612.51

City Manager Saunders noted that unexpected problems incurred during the rehabilitation project have increased the scope of services, resulting in additional costs. The work has been completed and the pump station is operational.

> **Commissioner Falkenstein moved to approve Item 7(c), to authorize the City Manager to approve Change Order #1 to the purchase agreement with TLC Diversified, Inc., for the Rehabilitation of Pump Station #2 in the amount of $142,612.51. The motion was seconded by Vice Mayor Finnerty.**

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

> **The motion was unanimously approved by an individual roll call vote.**

d. Authorize the City Manager to enter into a purchasing agreement with Wharton-Smith, Inc. for $1,078,000.00 for the reconstruction of Wastewater Pump Station #3

Mr. Saunders explained that six bids were received in response to the Request for Bids to reconstruct the pump station located in Lazarillo Park. The project is in accordance with the requirements set forth in the Florida Department of Environmental Protection's Consent Order.

Commissioner Premer moved to approve Item 7(d), to authorize the City Manager to enter into a purchasing agreement with Wharton-Smith, Inc., for $1,078,000.00 for the reconstruction of Wastewater Pump Station #3. The motion was seconded by Vice Mayor Finnerty.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

e. Authorize the City Manager to enter into a purchasing agreement with Rowland, Inc., for $641,406.00 for the replacement of Force Main #3

City Manager Saunders noted that replacement of Force Main #3 is also required under the Consent Order. Two bids were received and the lowest qualified bidder exceeded the budgeted amount for the project. The additional funding will be covered with the unused monies from the Wastewater Pump Station #3 project.

Vice Mayor Finnerty moved to approve Item 7(e), to authorize the City Manager to enter into a purchasing agreement with Rowland, Inc., for $641,406.00 for the replacement of Force Main #3. The motion was seconded by Commissioner Premer.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

f. Authorize the City Manager to generate a purchase order for Cribb Philbeck Weaver Group (CPWG) for $685,194.00 to provide engineering design services for the second/south phase (1st Avenue to 19th Avenue) of the Pass-A-Grille Way Reconstruction Project

Mr. Saunders reported that Phase II of the Pass-A-Grille Way Reconstruction Project will provide two traffic lanes and new sidewalks and bike lanes. The stormwater, wastewater, potable water and reclaimed water infrastructure will be upgraded and/or replaced. Pavement will also be replaced.

> **Commissioner Premer moved to approve Item 7(f), to authorize the City Manager to generate a purchase order for Cribb Philbeck Weaver Group (CPWG) for $685,194.00 to provide engineering design services for the second/south phase (1st Avenue to 19th Avenue) of the Pass-A-Grille Way Reconstruction Project. The motion was seconded by Commissioner Falkenstein.**

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

> **The motion was unanimously approved by an individual roll call vote.**

8. <u>Ordinances</u>

a. Ordinance 2015-28, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the General Fund for fiscal year ending September 30, 2015, providing for funding, providing for an effective date

Elaine Edmunds, Administrative Services Director, reviewed the reallocation of funds between departments in the General Fund which will balance the FY 2015 budget.

> **Vice Mayor Finnerty moved to approve Item 8(a), Ordinance 2015-28, upon final reading, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the General Fund for Fiscal Year ending September 30, 2015; providing for funding; providing for an effective date. The motion was seconded by Commissioner Premer.**

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

> **The motion was unanimously approved by an individual roll call vote.**

b. Ordinance 2015-22, Public Hearing and Adoption of Land Development Code changes for compliance with Ordinance 2015-05; Settlement Agreement.

Ms. Bryla stated that the City-initiated changes to the Land Development Code relate to the amendments that were made to the Comprehensive Plan as a result of the settlement agreement.

Commissioner Premer moved to approve Item 8(b), Ordinance 2015-22, upon final reading, an ordinance of the City Commission of the City of St Pete Beach, Florida, amending the City of St. Pete Beach Land Development Code to adopt the regulatory measures designed to be consistent with and implement the Comprehensive Plan amendments contained in Ordinance 2015-05 pursuant to the Compliance Agreement approved by Resolution 2015-02; by amending Section 2.1 of Division 2, definitions, providing for a revised definition of "height" that is compliant with the Comprehensive Plan; amending Section 4.7 of Division 4, conditional use permits, to add Planning Board review of certain conditional use applications; amending Section 4.12 of Division 4, Conditional Use Permits to add review criteria for temporary lodging uses taller than 50 feet or a density greater than 30 units per acre; amending Section 5.1 of Division 5, to require a land survey completed within the last twelve months as part of the content of a site plan application; amending Section 6.24 of Division 6, supplemental regulations, providing for the requirement of a conditional use permit; amending Section 29.4 of Division 29, Concurrency Management, providing for an infrastructure study under general requirements for a certificate of concurrency; amending Section 35.2 of Division 35, (LR) Large Resort District, relating to the definition of large-scale development; amending Section 35.3, (LR) Large Resort District, adding temporary lodging use meeting certain conditions as a primary use requiring conditional use approval; amending Section 35.7 of Division 35, (LR) Large Resort District, to delete provisions relating to affordable housing density bonus; amending Section 35.8 of Division 35, (LR) Large Resort District, adjusting building height and setback requirements; amending Section 36.6 of Division 36, (UBV) Upham Beach Village district, adjusting minimum acreage requirements; amending Section 35.13 of Division 35, (LR) Large Resort District, to add landscape buffer requirement; amending Section 39.6 of Division 39, Community Redevelopment District, general standards, adding owner affidavit and covenant recording requirements relative to occupancy restrictions on temporary lodging units; amending Section 39.9 of Division 39, Community Redevelopment District general standards, deleting impact fee credits for green standards and improvements; amending Section 39.17 of Division 39, Community Redevelopment District general standards, providing for public comment and recording at a community meeting; Section 39.18 of Division 39, creating within the Community Redevelopment District general Residential Unit "RU" density pool reserve; providing for publication in accordance with the requirements of law; and providing for an effective date. The motion was seconded by Vice Mayor Finnerty.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

9. Resolutions

a. Resolution 2015-14, a resolution of the City of St. Pete Beach, Pinellas County, Florida declaring as surplus certain vehicles and equipment and authorizing the City Manager to dispose of said assets in the manner required by law

Mr. Saunders explained that obsolete and/or unusable property is designated by staff on an annual basis. Items considered operable will be listed for sale to the general public on www.govdeals.com and items that have exceeded their useful life will be destroyed.

Vice Mayor Finnerty moved to approve Item 9(a), Resolution 2015-14, a resolution of the City of St. Pete Beach, Pinellas County, Florida, declaring as surplus certain City-owned vehicles and equipment, and authorizing the City Manager to dispose of said assets in the manner required by law. The motion was seconded by Commissioner Falkenstein.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

The motion was unanimously approved by an individual roll call vote.

10. Items for Discussion

There were no items for discussion submitted.

11. Audience Comments

Brian Edgar, Gulf Boulevard, commented on affordable housing and job placement services.

12. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following item:

- The League of Women Voters will sponsor a Candidate Night Forum on February 25, 2016 at 7:00 p.m. for Districts 1 and 3 candidates in the March 2016 election

City Manager Saunders had no report.

City Attorney Dickman reported on the following items:

- Potential malpractice against Bryant, Miller, Olive
- Chmielewski case update

- Working with City Clerk to inform election candidates the parameters of Florida Sunshine Laws

Commissioner Falkenstein reported on the following items:
- Construction schedule during the holidays along Pass-A-Grille Way
- Expressed appreciation to residents for allowing him to serve
- Participated in the City's "Angel Tree" program

Commissioner Premer reported on the following items:
- Christmas Land Parade
- Reminder to shop local businesses
- Tampa Bay Lightning "Watch Party" on Friday, December 18th, at 6:00 p.m. on the beach
- Participated in the City's "Angel Tree" program

Vice Mayor Finnerty reported on the following items:
- The Sunset Celebration on December 12th; future events are scheduled for January 9th, February 13th, and March 12th at Upham Beach
- Lighting along Corey Avenue
- Parking at Egan Park
- Support Our Troops
- Christmas Land Parade and Boat Parade
- Tampa Bay Rays team marketing program
- Pedestrian crossing light on 58th Avenue and Gulf Boulevard
- New business opening soon, Mastry's Brewing Company
- Gulf Beaches Elementary School

Mayor Lowe reported on the following items:
- Pinellas County approved an additional firefighter position at Station 22
- Christmas Boat Parades at Horan Park and Merry Pier
- Christmas Land Parade
- Florida Orchestra at Mahaffey Theater
- Madeira Beach "Concert Under the Stars"
- The Christmas Bonfire in Pass-A-Grille
- Santa Breakfast at Pass-A-Grille Women's Club
- Motorcycle ride to sponsor "Toys for Tots"
- Bob Evans Restaurant Christmas celebration event
- St. Pete Beach employee holiday luncheon
- The "Angel Tree Program" supported by City employees
- Reminder to shop local businesses

13. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 9:45 p.m.

Attest:

______________________________	______________________________
Rebecca C. Haynes, City Clerk	Maria Lowe, Mayor

Minutes approved on: ___________

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorize the City Manager to accept a proposal with Gulf Coast Custom Cable for $17,634.00 for the relocation and installation of fiber optic cable.
Date:	1/26/2016
Prepared By:	John J. Kretzer, Interim Public Services Director
Summary of Issue:	Moving the fiber optic cable that connects City Hall to Public Services and Recreation to allow access to the computer servers. This relocation is necessary due to the demolition of the Police Department in which the cable is running through, and connected at a hub. The Contractor will try to utilize the existing conduit running under 75th Avenue and install a new pull box along the sidewalk that runs to the East of the old Police Department, then a new conduit will be run under the parking lot to the Public Services Yard and installed on the wall in a new box. The Contractor will also make the necessary connections to re-establish communications with the servers at City Hall.
Funding:	Capital Improvement project "Gulf Way Sand Wall" will be delayed to provide the necessary funds to cover this unforeseen issue with the fiber optic cable.
Requested Motion:	"I move to authorize the City Manager to accept a proposal from Gulf Coast Custom Cable for $17,634.00 for the relocation and installation of fiber optic cable from City Hall to Public Services."
Attachments:	Proposal
Reviewed by City Manager:	WS __________

Gulf Coast Custom Cable, Inc — Quote #: GC-0069

Property Information: St. Pete Beach City Hall to Public Works

*****This quote is based on walk through with John Kretzer. Any additional work will need additional quote*****

Description	Unit of Measurement	Unit Price	Total Price
LABOR			
Verification (4 man crew, truck, and rodder)	*8*	*$255 ea*	*$2040*
Directional Bore (2) 1 ¼ Inch Orange Innerduct	*450ft*	*$20 ft*	*$9,000*
Place HH (17x30) Quasite	*3*	*$205 ea*	*$615*
Pull Fiber	*600ft*	*$1.05 ft*	*$630*
Build Splice Enclosure	*2*	*$ 240 ea*	*$480*
Fusion Splice	*48*	*$ 27 ea*	*$1,296*
Material			
Innerduct (1 ¼ Orange Smooth Wall)	*1000ft*	*$1.02ft*	*$1,020*
17x 30 Quasite HH	*3*	*$275 ea*	*$825*
Coyote 1 Series Splice Enclosure	*2*	*$318 ea*	*$636*
24 Ct MM Fiber	*700ft*	*$1.56ft*	*$1,092*
Total-		***$ 17,634.00***	

Client Acceptance

The undersigned representative of client agrees that the services described in this proposal accurately describe the scope of work required to complete this project and authorizes Gulf Coast Custom Cable to begin work under the terms and conditions set forth in this document. Any unforeseen issues that may arise will be an addendum to this agreement and may require a change to the scope of work. If this occurs, project pricing will need to be re-evaluated at that time.

______________________________ ______________________________

Authorized Representative – Name | Title

______________________________ ______________________________

Authorized Representative– Signature | Date

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization to approve a special event application request for road closure on Gulf Way between 8th and 7th Ave on October 15, 2016 for the Brass Monkey.
Date:	January 26, 2016
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	Brass Monkey's owner Barry Streib is requesting to close Gulf Way from 8th Ave to 7th Ave from 12am-12am on October 15, 2016 and request that area be designated to allow alcohol for a wedding reception for Barry's daughter. The reception would take place under a tent that would be placed on Gulf Way between 8th and 7th Ave. Off-duty officers would be required during the reception time at the cost of applicant.
Funding:	This is not a budgeted item
Requested Motion:	"I move to authorize the approval of special event application for road closure on Gulf Way between 8th and 7th Ave on October 15, 2016 for the Brass Monkey.
Attachments:	Event application and map
Reviewed by City Manager	WS

OCT. 15, 2016

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Barry Streib Title(If applicable): Owner

Name of Organization (if applicable): Brass Monkey

Tax Exempt? ___ Yes X No   Non-Profit? ___ Yes X NO   *If yes on either, please provide documentation*

Mailing Address: 709 Gulf Way Suite 200

Cell Phone: (410) 456-2602   Email: Kellystreib@aol.com

Event Information

Event Title: Wedding Reception   Event/Organization Web Address: ______

Event Location(s): 709 Gulf Way

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
10/15/16	Saturday	10 AM	10 PM

Set Up Date(s): Saturday 10/15/16 9:00 AM   Time(s) 9:00 AM to 12:00 PM

Cleanup Date(s): Saturday 10/15/16   Time(s) 10:00 PM to Midnight

Description of Event: Wedding Reception Family (Daughter)

Will this be an Annual Event? ___ Yes X No   If yes, next year's date(s): ______

Event Logistics

Estimated Attendance
(includes event crew, participants, and spectators)

This Year	Last Year (if Applicable)
125	

List all event activities: Ceremony, Reception

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Brass Monkey

Will alcohol be served or sold? X Served ____Sold ____No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) ______________________

Event Equipment *(include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc.on site map)* ______
Tent 40' x 80'

All the above require a temporary structure permit. Cost for each is $25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) Band / DJ

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 7:30 PM - 10:00 PM

Electricity Needed ____Yes X No Source: ______________

Will use Brass Monkey Restrooms
Will portable restrooms be used? ____Yes X No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will use Brass Monkey Dumpsters
Will Dumpsters be used? ____Yes X No If yes *(include on site plan)*
How Many?____ Size:______ Installation Date:__________ Removal Date:__________

Please list any admission charges, donations, parking, registration or other fees and how much? ______

Does Event require any Road or Sidewalk Closures? X Yes ____No

If yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
Gulf Way	7th Ave	8th Ave	10/15/16	12AM-12AM

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars ($1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

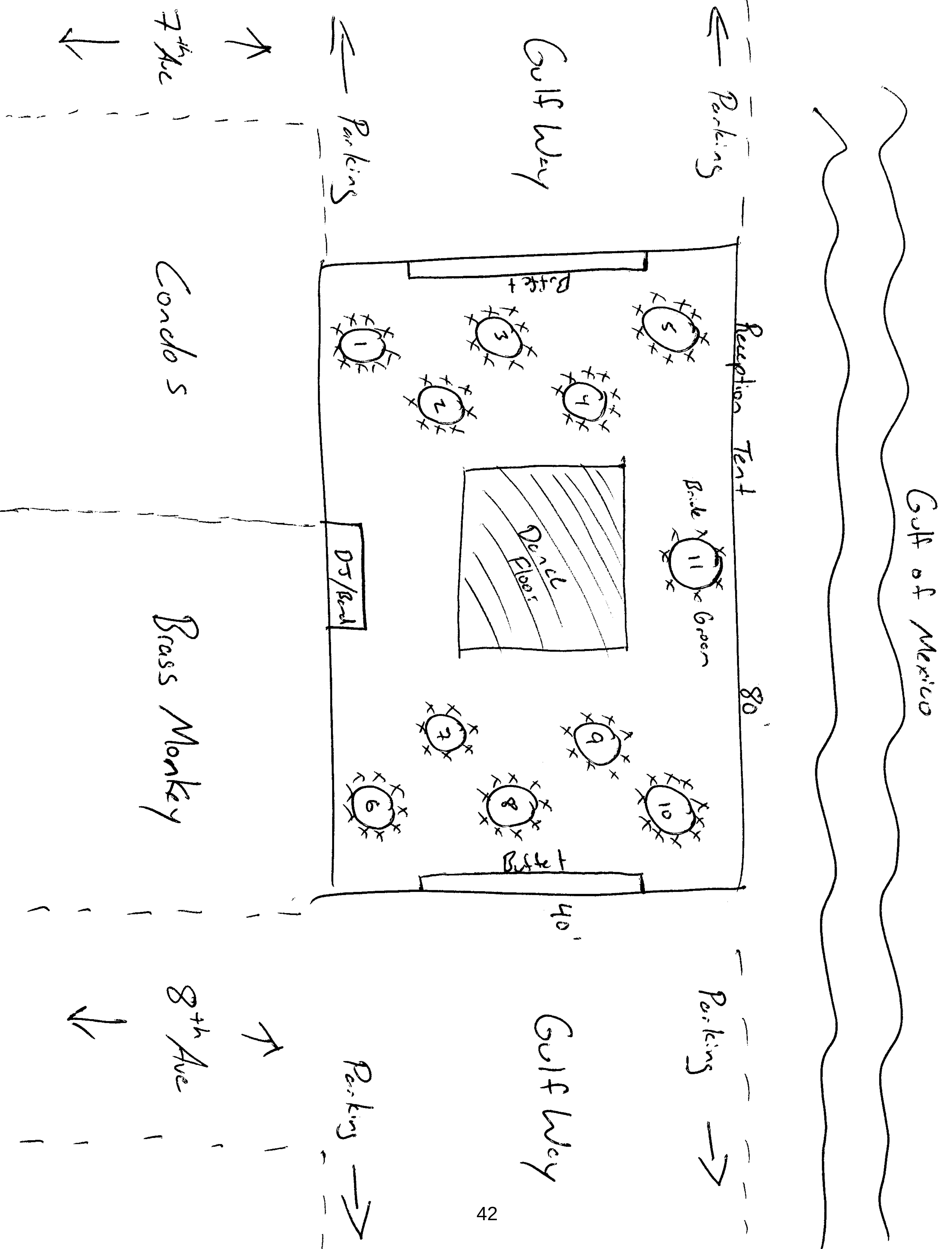
X BARRY STREIB
Print Name

X [signature]
Signature

THE BRASS MONKEY
Corporation Name (if applicable)

10-23-15
Date

Day of Event Contact Lee Trammell (727) 804-5108


Gulf of Mexico
Parking
Gulf Way
Parking
7th Ave
Parking
Gulf Way
Parking
8th Ave
Condos
Brass Monkey
Reception Tent
Buffet
Buffet
DJ/Band
Dance Floor
Bride
Groom
80'
40'
1
2
3
4
5
6
7
8
9
10
11


Gulf Way
Brass Monkey
7th Ave
8th Ave

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization for the City Manager to purchase a 2016 Nissan Frontier pick-up truck in the amount of $17,486.95 from Alan Jay Nissan that will replace a 2004 Ford Ranger pick-up truck assigned to Parking Enforcement.
Date:	January 26, 2016
Prepared By:	Dan O'Connor – Administrative Services Supervisor
Through:	Elaine Edmunds – Administrative Services Director
Summary of Issue	This is a request to authorize the City Manager to enter into an agreement with vendor Alan Jay Nissan to purchase a 2016 Nissan Frontier pick-up truck in the amount of $17,486.95. The new pick-up truck to be purchased will replace an existing 2004 model year Ford Ranger with approximately 68,500 miles assigned to Parking Enforcement that has become non-economical to repair and maintain. Pricing for this vehicle purchase was quoted from the Florida Sheriff's Association-Florida Association of Counties competitive fleet bid awards program that offers a Statewide Purchasing Contract #15-23-0904 to local governments. This vehicle replacement has been budgeted for in the FY2016 Parking Enforcement budget and follows the amended vehicle replacement plan approved by the City Commission on February 22, 2011.
Funding:	Vehicle is budgeted in account .001.5603.521.5641 in the amount Of $18,000.
Requested Motion:	"I move that the City Manager be authorized to enter into an agreement with vendor Alan Jay Nissan to purchase a 2016 Nissan Frontier pick-up truck in the amount of $17,486.95 that will replace a 2004 Ford Ranger pick-up truck assigned to Parking Enforcement."
Attachment:	Alan Jay Nissan - FSA Contract# 15-23-0904 Quote.
Reviewed by the City Manager	WS

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote **5710-1**

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	*WWW.ALANJAY.COM*	
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200, Sebring, FL 33871-9200
	FAX 863-402-4221		

QUICK QUOTE SHEET

PAGE 1 of 1

REQUESTING AGENCY:	ST PETE BEACH, CITY OF		
ORIGINAL QUOTE DATE:	12/29/2015	**REVISED QUOTE DATE:**	12/29/2015
CONTACT PERSON:	DAN OCONNOR	QUOTED BY	Scott Wilson
PHONE NUMBER:	727-363-9213 --		
FAX NUMBER:	--	**EMAIL**	340@STPETEBEACH.ORG

FLORIDA SHERIFF'S ASSOCIATION BID #'s 15-23-0904 & 15-13-0904 **www.flsheriffs.org**

MODEL:	31013	**SPECIFICATION #:**	41
	2016 NISSAN FRONTIER KING CAB 2WD	**PAGE #:**	711
		BASE DISTRICT PRICE:	$16,687.00

BED LENGTH **6' BED**

***All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
QAK W	EXTERIOR COLOR GLACIER WHITE W/ STEEL CLOTH INTERIOR	$0.00
FLO	FACTORY FLOOR MATS INCLUDED	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
SOB	DEALER INSTALLED HD SPRAY ON BED LINER INCLUDING TAIL GATE	$579.00
TAG	NEW CITY TAG (INCLUDES TEMP TAG AND 2-WAY OVER NIGHT SHIPPING FOR SIGNATURE)	$220.95
	CONTRACT OPTIONS TOTAL	**$799.95**

NON-IDENTIFIED CONTRACT OPTIONS	DESCRIPTION	
	NON-IDENTIFIED CONTRACT OPTIONS TOTAL	**$0.00**
	TOTAL COST	**$17,486.95**
TRADE IN	**YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~**	*$0.00*
	TOTAL COST LESS TRADE IN(S): **QTY** **1** =	**$17,486.95**

Comments:

VEHICLE QUOTED BY: Scott Wilson FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review if carefully. If there are any errors of changes, please feel free to contact me at any time. I am always happy to be of assistance.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorization for the City Manager to execute an agreement with Burton & Associates for an Impact Fee Feasibility Analysis and Wastewater Connection Fee Update in the amount of $11, 255.

Date: January 26, 2016

Prepared By: Wayne Saunders, City Manager WS

Summary of Issue: We received three responses to our Request for Proposals for an Impact Fee Analysis and Wastewater Connection Fee Update. The remedial action agreed to by the City as part of the Stipulated Agreement in the DOAH Case, Anderson, Kody and Miller vs. the City included completion of an Impact Fee Analysis. The City does not currently have any Impact Fees as defined by Florida Statutes but does have a Wastewater Connection Fee for new development. The proposed study will review the current connection fees and provide recommended updates. The study will also determine the feasibility of implementing any other impact fees. Proposals received included: Burton & Associates - $11,255, Raftelis Financial Consultants, Inc. - $16,500 and PRMG - $15,500. We recommend accepting the Proposal from Burton & Associates.

Funding: Current Budget

Requested Motion: "I move to accept the proposal from Burton & Associates for Impact Fee Feasibility Analysis and Wastewater Connection Fee Update in the amount of $11,255 and authorize the City Manager to sign the agreement for services to be provided."

Attachment: Burton and Associates Proposal

November 15, 2015

Ms. Elaine Edmunds
Administrative Services Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Impact Fee Feasibility Analysis & Wastewater Connection Fee Update

Dear Ms. Edmunds:

As requested, this letter is intended to provide a proposed services agreement between the City of St. Pete Beach and Burton & Associates regarding the conduct of an Impact Fee Feasibility Analysis & Wastewater Connection Fee Update. Our proposal includes a review of the City's current Comprehensive Plan (and all Evaluation and Appraisal Reports), development/population projections, capital improvement plan, outstanding indebtedness, and fixed asset data for the City's infrastructure to determine the feasibility of implementing impact fees for certain services provided by the City. Our analysis will also include the identification of such fees charged by other neighboring communities as well as a high-level evaluation of the potential financial benefit of such fees to determine the viability of establishing certain impact fees within the City. In addition, we will update the City's wastewater connection fees to ensure they reflect current costs, public policy objectives, and conform to industry practices.

I have enclosed a Project Work Plan and Cost Estimate Schedule (Schedule) which presents our proposed work plan and cost to conduct the services, which we are proposing to bill periodically on a lump sum basis reflecting the completion percentage of each task. The Schedule shows that completion of the services will require approximately 80 labor hours for a total cost of $11,255.

I trust that the terms of this proposed service agreement are acceptable to you. If so, please indicate by affixing your signature, and returning one executed original to us for our files. It is a pleasure to continue to be of service to the City and we look forward to successful completion of this project. If you have any questions, please call me at (813) 443-5138.

Very truly yours

Andrew J. Burnham
Senior Vice President

Burton & Associates
1000 N. Ashley Drive, Suite 513 • Tampa, Florida 33602 • Phone (813) 443-5138 • Fax (813) 443-8289
E-mail: aburnham@burtonandassociates.com

Accepted for the City of St. Pete Beach	Accepted for Burton & Associates
Signature	Signature
	Andrew J. Burnham – Senior Vice President
Name and Title	Name and Title
	November 15, 2015
Date	Date

CITY OF ST. PETE BEACH

IMPACT FEE FEASIBILITY ANALYSIS & WASTEWATER CONNECTION FEE UPDATE

PROJECT WORK PLAN AND COST ESTIMATE SCHEDULE

BURTON & ASSOCIATES

PROJECT TASKS		ESTIMATED MAN-HOURS				
		Project Manager	Lead Consultant	Project Analyst	Clerical	Total Project
	Hourly rate->	$195	$160	$120	$50	
TASK 1	***IMPACT FEE FEASIBILITY ANALYSIS***					
1.1	Identify initial required data/information and determine appropriate source for the required information.	1	1	0	0	2
1.2	Conduct project kick-off conference call to validate project objectives, discuss needed data (Comp Plan, LOS, infrastructure, capital improvement plan (including funding sources), etc.), and confirm project responsibilities/procedures.	1	1	0	0	2
1.3	Review the City's Comprehensive Plan (and other docs) to determine adopted level of service standards, population projections, and capital improvement elements. Obtain and review fixed asset records for all areas/services	1	2	3	0	6
1.4	Update population projections based upon census data and permitting and development data and information.	0	1	2	0	3
1.5	Conduct an impact fee survey for neighboring communities for areas/services offered by City.	0	1	2	4	7
1.6	Conduct a high-level evaluation of the range of fiscal benefit of impact fees upon ad valorem revenues/user fees as applicable.	1	2	4	0	7
1.7	Meet with City staff to present findings and recommendations per review of data, survey, and expected fiscal impact.	2	2	0	0	4
1.8	Perform minor adjustments and prepare Technical Memorandum of final conclusions and recommendations.	1	2	6	0	9
TOTAL ESTIMATED LABOR-HOURS		7	12	17	4	40
TOTAL ESTIMATED CONSULTING FEE		$1,365	$1,920	$2,040	$200	**$5,525**
ESTIMATED EXPENSES						**$225**
TOTAL ESTIMATED COST						**$5,750**
TASK 2	***WASTEWATER CONNECTION FEE UPDATE***					
2.1	Obtain and review fixed asset records for all major system components .	0	1	2	0	3
2.2	Prepare reproduction cost schedule of fixed assets by major system component.	0	1	3	0	4
2.3	Review CIP with City staff to determine portion of projects for expanded capacity vs. renewal and rehabilitation.	0	1	1	0	2
2.4	Review facility reports and other data provided by the City to identify the capacity of each major system component in ERC's.	1	1	2	0	4
2.5	Load appropriate data into our FAMS© capacity fee module, adjust and calibrate and produce preliminary results.	1	2	6	0	9
2.6	Review results with consulting team, adjust as required, and evaluate alternative scenarios.	1	1	2	0	4
2.7	Meet with City staff in an interactive work session to review preliminary results.	-	Included in Task 1.7			0
2.8	Make adjustments as required based upon input from City staff in the prior sub-task.	0	1	2	0	3
2.9	Prepare technical memorandum of results and supporting schedules of updated fees for ordinance/resolution.	2	2	6	1	11
TOTAL ESTIMATED LABOR-HOURS		5	10	24	1	40
TOTAL ESTIMATED CONSULTING FEE		$975	$1,600	$2,880	$50	**$5,505**
ESTIMATED EXPENSES						**$0**
TOTAL ESTIMATED COST						**$5,505**

Total Full Scope of Services					
TOTAL ESTIMATED MAN-HOURS - TOTAL PROJECT	12	22	41	5	80
TOTAL ESTIMATED FEE - TOTAL PROJECT	$2,340	$3,520	$4,920	$250	$11,030
TOTAL ESTIMATED EXPENSES - TOTAL PROJECT					$225
TOTAL ESTIMATED PROJECT COST - TOTAL PROJECT					**$11,255**

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorize the City Manager to enter into a unit price purchasing agreement with Certus Builders, Inc. for concrete sidewalk and curb replacement.
Date:	January 26, 2016
Prepared By:	John Kretzer, Interim Public Services Director
Summary Of Issue:	The City received sealed bids with unit prices including sidewalk, concrete apron and curb replacement on January 5, 2016. This type of purchasing agreement allows the City to quickly address needed concrete repairs at the lowest possible cost. After a review of the unit prices provided and included with this report, the required bid submittals, and positive references, Certus Builders, Inc. was determined to be the lowest qualified bidder.
Funding:	CIP - Streets – R&M Other - 001.6103.541.5469
Requested Motion:	"I move to authorize the City Manager to enter into a unit price purchasing agreement with Certus Builders, Inc. for concrete sidewalk and apron replacement."
Attachments:	Bid Tab Purchase Agreement with Certus Builders, Inc.
Reviewed by City Manager:	___WS___

Sidewalk & Curb Unit Price Bids - FY2016
1/5/2016

Item	C-Squared	Certus	Hankins	FSC
4" Sidewalk - PER SQFT	$7.75	$5.25	$6.00	$6.00
6" Sidewalk - PER SQFT	$8.90	$5.86	$9.50	$8.00
Concrete Pavement - 6" - PER SQFT	$9.20	$6.50	$9.50	$9.00
Stamped Sidewalk - 4" - PER SQFT	$9.50	$8.75	$15.00	$13.00
Stamped Sidewalk - 6" - PER SQFT	$11.11	$9.95	$18.00	$16.00
Salt Finish Sidewalk - 4" - PER SQFT	$8.10	$6.25	$9.50	$9.00
Concrete Apron - 6" thick - PER SQFT	$9.20	$5.86	$9.50	$9.00
Miami Curb - PER LNFT	$45.00	$20.75	$40.00	$54.00
Intersection Valley Curb - PER LNFT	$68.00	$21.00	$55.00	$75.00
D Curb - PER LNFT	$42.10	$24.25	$42.00	$55.00
F Curb - PER LNFT	$52.00	$25.00	$51.00	$56.00
Header Curb - PER LNFT	$44.50	$15.00	$46.00	$55.00
ADA Sidewalk/Curb Ramp w/ truncated dome - 4' - PER EA	$3,650.00	$1,350.00	$2,400.00	$1,650.00
ADA Sidewalk/Curb Ramp w/ truncated dome - 6' - PER EA	$4,150.00	$1,850.00	$3,200.00	$1,800.00
Asphalt Patch - PER SQYD	$110.00	$45.00	$180.00	$75.00
Bahia Sod Replacement - PER SQFT	$2.65	$0.38	$0.75	$0.75
St. Augustine Sod Replacement - PER SQFT	$3.15	$0.50	$1.10	$1.00
Add Rebar Reinforcing to Curb - PER LNFT	$4.50	$2.50	$2.00	$4.00
Add Fiber Reinforcing to Concrete - PER CY	$25.00	$0.25	$15.00	$3.00
Use of Georgia Buggy - PER HR	$175.00	$75.00	$95.00	$75.00
Use of Line Pump - PER HR	$375.00	$97.50	$175.00	$275.00
Import, Place, and Compact Clean Fill - PER CY	$66.00	$17.50	$35.00	$26.00
FDOT Rail - FDOT index 870 - 2 Line Rail - PER LNFT	$110.00	$38.50	$98.00	$70.00
FDOT Rail - FDOT Index 862 - Picket Infill - PER LNFT	$165.00	$40.00	$145.00	$140.00
Stormwater Inlet Top - 4'x4'x4" - PER EA	$2,950.00	$450.00	$1,800.00	$900.00
Dump Truck - Additional Hauling - PER HR	$110.00	$62.50	$75.00	$75.00

Bid Package Review

Items Required to Be Submitted with Bid	C-Squared	Certus	Hankins	FSC
Submitted 2 Copies	Yes	Yes	Yes	Yes
Bidder's Contract Proposal Form	Yes	Yes	Yes	Yes
Bid Schedule	Yes	Yes	Yes	Yes
Project Schedule	N/A	N/A	N/A	N/A
References and Qualifications				
3 References (within past 5 years)	Yes	Yes	Yes	Yes
Firm's History & Personnel Experience	Yes	Yes	Yes	Yes
Claims/Disputes	Yes	Yes	Yes	Yes
Bonding Capacity	Yes	Yes	Yes	Yes
Certificate of Insurance	Yes	Yes	Yes	Yes
Bid Bond	N/A	N/A	N/A	N/A
Contractor Proof of License	Yes	Yes	Yes	Yes
List of Subcontractors	N/A	N/A	N/A	N/A
Contractor's Education and Training	Yes	Yes	Yes	Yes

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Certus Builders, Inc.
FY2016 Unit Price Sidewalk and Curb Replacement

THIS AGREEMENT is hereby executed this 26th day of January, 2016, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Certus Builders, Inc. (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than September 30th, 2016.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of $500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.

5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery, including all parts and labor associated with said repairs.

7. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for damages caused loss to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Contract. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not.

11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

12. This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:	As to City:
Certus Builders, Inc. 304 S. Westland Avenue Tampa, FL 33606	City Manager City of St. Pete Beach, Florida 155 Corey Avenue St. Pete Beach, Florida 33706

16. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

17. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

____

____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Certus Builders, Inc. Vendor	CITY OF ST. PETE BEACH, FLORIDA
BY ________________	BY ________________ CITY MANAGER
DEAN A. SUMNER, CEO NAME, TITLE (typed or printed)	
APPROVED AS TO FORM:	ATTEST:
________________ ANDREW DICKMAN CITY ATTORNEY	________________ CITY CLERK

The contractor must comply with the Florida public records laws and must:
(a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city .

This is a new legal requirement.
119.0701 Contracts; public records.—
(1) For purposes of this section, the term:
(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.
(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to sign a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT).

Date: January 26, 2016

Prepared By: John J. Kretzer, Interim Public Services Director

Summary The City has a Traffic Signal Maintenance and Compensation Agreement with FDOT. Under this agreement the City agrees to maintain traffic signals on FDOT right-of-ways and then FDOT reimburses the City for these costs.

In FY 2015-16 FDOT will pay the City $38,760.00 for their share of the maintenance on the eleven (11) FDOT traffic signals, one (1) fire department signal, two (2) school zone signs, and six (6) pedestrian flashing beacons.

Funding: N/A

Requested Motion: "I move to authorize the Interim City Manager to sign a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT)."

Attachments: FDOT Traffic Signal Maintenance and Compensation Agreement

Reviewed by City Manager: WS
____

ST PETE BEACH	BOCA CIEGA DR & 75TH AVE	50.00%	$1,475.50	$3,040.00	$1,520.00
ST PETE BEACH	BLIND PASS & 75TH AVE	75.00%	$2,213.25	$3,040.00	$2,280.00
ST PETE BEACH	75TH AVE & GULF BLVD	50.00%	$1,475.50	$3,040.00	$1,520.00
ST PETE BEACH	COREY AVE & GULF BLVD	50.00%	$1,475.50	$3,040.00	$1,520.00
ST PETE BEACH	BLIND PASS & GULF BLVD	50.00%	$1,475.50	$3,040.00	$1,520.00
ST PETE BEACH	GULFWINDS & GULF BLVD	50.00%	$1,475.50	$3,040.00	$1,520.00
ST PETE BEACH	55TH AVE & GULF BLVD	50.00%	$1,475.50	$3,040.00	$1,520.00
ST PETE BEACH	BEACH ACCESS & GULF BLVD	50.00%	$1,475.50	$3,040.00	$1,520.00
ST PETE BEACH	44TH AVE & GULF BLVD	50.00%	$1,475.50	$3,040.00	$1,520.00
ST PETE BEACH	PIN. BAYWAY & GULF BLVD	50.00%	$1,475.50	$3,040.00	$1,520.00
ST PETE BEACH	GULF BLVD & 73RD AVE, FIRE DEPT. SIGNAL **(FDS)**	100.00%	$738.00	$1,064.00	$760.00
ST PETE BEACH	BLIND PASS RD & 85TH AVE	100.00%	$2,951.00	$3,040.00	$3,040.00
ST PETE BEACH	3850 GULF BLVD & 37TH AVE POLE # 583 **(PFB)**	100.00%	$295.00	$608.00	$304.00
ST PETE BEACH	5250 GULF BLVD & 52ND AVE POLE # 584 **(PFB)**	100.00%	$295.00	$608.00	$304.00
ST PETE BEACH	6205 GULF BLVD NEAR GULF WINDS DR POLE #585 **(PFB)**	100.00%	$295.00	$608.00	$304.00
ST PETE BEACH	7700 BLIND PASS RD NEAR 77TH AVE POLE # 545 **(PFB)**	100.00%	$295.00	$608.00	$304.00
ST PETE BEACH	8301 BLIND PASS RD NEAR 82ND AVE POLE # 544 **(PFB)**	100.00%	$295.00	$608.00	$304.00
ST PETE BEACH	8151 BLIND PASS RD & 81ST AVE. **(SD)**	100.00%	$148.00	$304.00	$152.00
ST PETE BEACH	WEST END OF PINELLAS BAYWAY BRIDGE BEFORE GULF BLVD **(SD)**	100.00%	$148.00	$304.00	$152.00
ST PETE BEACH	BLIND PASS RD & ST. JOHN VIANNEY CHURCH PED ACTIVATED CROSSING SIGNAL **(PFB)**	100.00%	$295.00	$608.00	$304.00
	11 SIGNALS, 1 FDS, 2 SAWDS, 6 PFBS		$21,247.75	**$38,760.00**	**$21,888.00**
				under New	current

Richard.Napora@dot.state.fl.us

RICHARD M. NAPORA
SIGNAL SYSTEMS COORDINATOR

FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC OPERATIONS, MS 7-1300
11201 N. MCKINLEY DRIVE
TAMPA, FL 33612-6456

PHONE: (813) 975-6232
FAX: (813) 975-6278
~~CELL: (813) 362-6625~~
TOLL FREE: 1-800-226-7220

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ____________________
FINANCIAL PROJECT NO. ____________________
F.E.I.D. NO. ____________________

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this __________ day of____________________________________, ____ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and ______________________________, Florida, ____ ("Maintaining Agency").

WITNESSETH:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under ________________________________ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

   The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	**Florida DOT**
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

   a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

11. Payment will be made in accordance with Section 215.422, Florida Statutes.

12. There shall be no reimbursement for travel expenses under this Agreement.

13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

    "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.

    b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.

    c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.

    d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

33. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Exhibits A, B, and C are attached and incorporated by reference.

35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

______________________, Florida	**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
(Maintaining Agency)	
By	By
______________________ (Authorized Signature)	______________________ (Authorized Signature)
Print/Type Name: ______________	Print/Type Name: ______________
Title: ______________	Title: ______________
Attest: ______________	Legal Review: ______________
Attorney: ______________ Date: ______________	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Exhibit A										
Compensation for Maintaining Traffic Signals and all other Devices for FY ________										
Effective Date: from ____________ to ________										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
							Total Lump Sum Amount*			

*Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $______________.

Maintaining Agency Date

District Traffic Operations Engineer Date

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization for the City Manager to purchase Vermont System Recreation Software for the Recreation Department in the amount of $33,075.00.
Date:	January 26, 2016
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	The City Commission approved expenditures toward recreation software in the FY2016 budget. The purchase of the Vermont System software is "piggy backing" on Wilton Manor, FL bid. Per our purchasing manual "Many items that may be bid will be found already under contract with the State, County, City or an association affiliated with government. Due to sheer size and volume, these prices may be lower than any other quotes received prior to bid. Since this may be the case, each department should review all County and Statewide contract prices that are currently in force to determine if these prices are less than other quotes already received. If it is the lowest bid, the department may recommend waiving the bid process and award a contract on the basis of that bid." The city of Wilton Manor put out an RFP for Recreation Software Management system in April 2015. Based on that bid process we recommend waiver a bid process and piggy back on to Wilton Manor bid and award a contract to Vermont System. Vermont System addresses both recreation and financial needs in facility, registration and pass management.
Funding:	This item is budgeted in account #001-6106-572-5649
Requested Motion:	"I move to authorize the City Manager to purchase Recreation Software for the Recreation Department in the amount of $33,075.00."
Attachments:	Vermont Systems quote for St Pete Beach Minutes from 3/24/15 Wilton Manor commission meeting approving purchase of Vermont System , Vermont System Software License Agreement
Reviewed by City Manager	WS___

MINUTES

REGULAR CITY COMMISSION MEETING
Tuesday, March 24, 2015
7:00 P.M. – COMMISSION CHAMBERS

CALL TO ORDER
Mayor Resnick called for a moment of silence in remembrance of those who died in the plane crash in France and their families.

Andrew, an aspiring Eagle Scout, led the Pledge of Allegiance.

ROLL CALL
Deputy City Clerk Patricia Staples called the roll. Present were Commissioner Tom Green, Commissioner Justin Flippen, Vice Mayor Scott Newton, Commissioner Julie Carson and Mayor Gary Resnick. Also in attendance were City Manager Joseph Gallegos City Attorney Kerry Ezrol and City Clerk Kathryn Sims.

INTRODUCTION OF GUESTS AND WELCOME
Vice Mayor Newton introduced Andrewwho explained that he is in a Nautical Boy Scout troop.

ADDITIONS/CHANGES/DELETIONS

PROCLAMATIONS
Safe Digging Month – April 2015
Mayor Resnick read the proclamation for Safe Digging Month. John Segovia from Sunshine811 reminded homeowners to call 811 before digging and thanked the Commission and public for utilizing the service.

100th Anniversary of Kiwanis International
Mayor Resnick read the proclamation for Kiwanis International. Cheryl Chessler accepted the proclamation on behalf of the Wilton Manors Kiwanis Club and thanked the Commission and public for celebrating the anniversary with them.

PRESENTATIONS
Executive Director Edith Lederberg of Aging and Disability Resource Center of Broward County to present the 35th Year Fair Share Plaque to the City Commission for their 35th Consecutive Year of Full Fair Share

Ms. Lederberg presented the plaque honoring Wilton Manors' 35 years of contributing to the Center. The Commission accepted the plaque, and group photos were taken.

Presentation of the City's financial audit for FY2013-14 will be made by GLSC & Company.
Pablo Llerena and Sherry Walker provided a presentation on the audit for the previous fiscal year. Mr. Llerena stated that the financial statements were complete, and there were no findings. No deteriorating financial conditions were noted, and the City is not in a state of financial emergency. Mr. Llerena stated this is the second consecutive year that the City has had a clean audit.
Mayor Resnick commented on the increase in property values, and Mr. Llerena noted the tax base has correspondingly increased.
Mr. Llerena expressed appreciation to the City's management for making the audit an easy process for them.

RECESS OF REGULAR CITY COMMISSION MEETING - The Regular City Commission Meeting recessed at this time, to open an Island City Foundation Meeting.

REGULAR CITY COMMISSION MEETING - The Regular City Commission Meeting reconvened after the Island City Foundation Meeting adjourned.

COMMENTS FROM THE PUBLIC
Paul Kuta, 500 NE 28th Street – verbatim notes attached.

Rodney Gurness, 2722 Old Florida Trail – thanked the Commission for Resolution 2015-0029 to amend the law to correct the disparity in water and sewage rates for those who have one-inch pipes versus those with five-inch pipes.

Paul Rolli, 2016 NE 6 Terrace – announced the next general CANA meeting on April 15. Newberry Homes will present on the proposed 22-unit townhouse development on NE 21 Court. Mr. Affanato from Code Compliance Unit and Mr. Archacki will also be present. Mr. Rolli said he supports the amendment to the water and sewer charges, and also the codification of criteria regarding waiver of facility rental fees and delegating the decision to waive the fees to the Director of Leisure Services. He suggested including items regarding vetting the criteria, such as explaining the tangible benefits to the City. Mr. Rolli also recommended that organizations reimburse the City for labor and equipment through a usage fee; the fee waiver should be limited to rental charge of the facility. All monies received through reimbursements, fees, and other payments should be put in the General Fund.

CONSENT AGENDA
Commissioner Carson requested the removal of Agenda Item 10d from the Consent Agenda.

Vice Mayor Newton moved to approve the Consent Agenda as it appears below. Commissioner Flippen seconded the motion which prevailed by a unanimous roll call vote (5-0).

Minutes

Regular City Commission Meeting minutes of March 10, 2015.

Consent Resolutions

Resolution No. 2015-0027: *(Police)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH THOMAS J. ANSBRO JR. TO SERVE AS ALTERNATE OR BACK-UP SPECIAL MAGISTRATE; PROVIDING FOR CONFLICTS ; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. 2015-0028: *(Leisure Services)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH VERMONT SYTEMS, INC., FOR THE PURCHASE OF RECREATIONAL AND PARKS SOFTWARE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Travel Authorization

Travel Authorization to allow Daren Jairam, Purchasing Coordinator, to attend the Florida Association of Public Procurement Officials annual conference and trade show from May 17, 2015 through May 20, 2015 in Orlando, Florida *(Finance)*

Items pulled from the Consent Agenda

Motion to approve the proposed requisitions for budgeted purchases of eight police vehicles in the amount of $243,435.86 *(Police Department)*

Commissioner Carson moved to approve Item 10d, and Commissioner Green seconded the motion.

Ms. Carson noted that the Agenda Report provided by Police Chief O'Connell was thoughtful and thorough. She was curious why two foreign cars would be ordered and why two SUVs were needed. Commissioner Carson said those items were not mentioned in the Capital Request forms, nor in the budget from 2014-2015; they estimated a six-year life for the new cars, and they drew it out to seven years.

Chief O'Connell stated that cars are now being built to last longer. Regarding the "foreign cars," Chief O'Connell remarked that foreign cars are made in America at this time. He said their top priority was reliability and endurance and was confident that the selected vehicles would meet those needs. The SUVs are needed by supervisors for the purposes of higher visibility and presence and also for more storage room for the extra equipment being carried. Chief O'Connell believed the $500 per year cost per vehicle would be well spent.

Commissioner Carson asked for the total budgeted amount in the year's budget for the vehicles that will be purchased. Chief O'Connell stated it is under $243,435.86 to cover the requested eight vehicles; Finance Director Mays stated that the budgeted amount is $295,150.

Commissioner Green commented on the globalization of the auto industry, noting that autos built by non-American companies (in America) are not unionized and are open shops. He felt it had a negative impact on the workers and economy.

Vice Mayor Newton was disturbed that in a previous conversation with Office Fiacco, he was told the new cars should all be Explorers. Chief O'Connell responded that they are experimenting by only asking for two SUVs, even though he would like all the new vehicles to be SUVs because they are bigger and safer, provide more storage, and have a bigger command presence. Discussion ensued on the pros and cons of buying SUVS.

Chief O'Connell explained that the two proposed SUVs would go to two Sergeants, who are now driving sedans. Those sedans would be shifted down in the fleet, and the other new vehicles would be replacement vehicles for retiring cars. The three marked sedans would go to officers on the road, and the three unmarked sedans would be distributed to detectives, or one might be retained for administrative use. The question was raised as to why they selected a variety of models; Chief O'Connell stated it is important that the cars do not all look alike in the event of investigations, etc.

Vice Mayor Newton thought the Camry hybrid was a lot of money for a detective's car, and he thought a less expensive car would be adequate.

Commissioner Carson noted that the cars would be coming from different vendors, each of which has an extended warranty. Chief O'Connell said the vehicles could go to any appropriate local dealer for maintenance.

Commissioner Flippen praised the Police Department for coming in below budget, and did not want to micro-manage the Police Department. He supported the diversity of vehicles and the reduction of the carbon emissions. Commissioner Green and Mayor Resnick expressed similar sentiments.

Motion to approve Item 10d prevailed by a unanimous roll call vote.

PUBLIC HEARINGS

Resolution No. 2015-0029: *(Finance)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING RESOLUTION NO. 2014-0079 TO AMEND THE MONTHLY WATER AND SEWER UTILITY SERVICE CHARGES COMMENCING APRIL 1, 2015; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Green moved to approve Resolution No. 2015-0029, and Commissioner Flippen seconded the motion.

Mayor Resnick opened the public hearing. Hearing no comments, Mayor Resnick closed the public hearing.

Commissioner Carson said she was happy with the response from residents and appreciated the staff's work on the resolution.

Vice Mayor Newton was glad to see that everyone was on board.

Commissioner Flippen thanked the residents who made the issue a concern and thanked staff for their work on it.

Commissioner Green also thanked everyone who reacted to the resolution, noting it was all positive.

Mayor Resnick stated that the rates for people with 5/8 inch meters are going to increase $2.48 per month and the rates for people with one-inch meters are decreasing by $38.98 per month. He noted it took a long time and a lot of study to devise a solution. Mayor Resnick thanked Finance Director Mays and his team for their work on the issue.

Motion to approve Resolution No. 2015-0029 prevailed by a unanimous roll call vote.

REPORTS FROM BOARDS AND ADMINISTRATIVE OFFICIALS

City Manager's Report

Nothing additional to report.

City Attorney's Report

Mr. Ezrol reported that they received the court order on March 19, 2015, regarding the Urciuoli property where the court authorized Broward County to disperse to the City of Wilton Manors a surplus from the tax sale in the amount of $52,905.13.

NEW BUSINESS

Discussion on process of waivers to organizations for rental and permit fees and the codification for schedule or procedure of these issues *(as requested by Commissioner Flippen)*
City Manager Gallegos referred to the backup materials and explained the proposed process.

City Manager Gallegos stated that if a not-for-profit organization was not happy with staff's determination, they could appeal to the City Manager. Commissioner Green wished to see an additional level of input from the City Commission.

Commissioner Carson asked if this policy would relate only to not-for-profit groups. Patrick Cann, Leisure Services Department Director, replied that other entities would not be allowed the waiver. Commissioner Carson verified it had to be a 501(c) 3, not-for-profit group located in Wilton Manors or a government entity. Mr. Cann said the policy would deal with waivers or reduction of the rental and permit fees, but not of the City's usage cost.

Mayor Resnick suggested providing feedback to staff on the policy and application and, if needed, staff can bring the matter back for further consideration.

Regarding a two-tier appeal process, Mayor Resnick commented that if a clear policy has been defined, then an appeal could be handled by the City Manager; if the policy allows for discretion, it should go to the City Commission.

Commissioner Flippen wondered if they should allow other organizations (for profit, individuals, etc.) to be eligible for the waiver. Discussion ensued on how that could be implemented objectively. There was consensus to limit the waiver to nonprofits, whether or not they are 501(c) 3 organizations. It was noted that there is an existing policy that entitles City employees to a 50% discount on the facility usage (if the facility is not otherwise rented). Commissioner Green mentioned a few examples where an individual may have a worthy cause, but not be representing a non-profit.

The Commission reached consensus on the following:

- All non-profits could apply, even if they were not 501(c)3's, but not individuals.
- The reduction/waiver would apply only to rental fees, not City costs.
- The organization should have tangible benefits to the City and the community (as presented by Mr. Rolli).
- Establish a limit of two applications per year.
- The agency has to be based in the City, event open to the public, and at a time/date when the facility would not otherwise be used at a full rental rate and not on a weekend.
- The policy would apply only to non-City sponsored events, and marketing could not imply that the City co-sponsored the event.

Mr. Cann pointed out that many nonprofits hold their fundraisers on the weekend. In addition, he said the policy does not stipulate that the City has the ability to negotiate other fees for fundraisers, such as a flat fee of 10% of event revenues.

Motion to appoint a Director, Alternate and Second Alternate to the Broward League of Cities 2015-16 Board of Directors *(City Clerk)*
Commissioner Green stated he is currently a Director, but said he was willing to encourage someone else to do it.

Vice Mayor Newton nominated Commissioner Flippen to be Director, Commissioner Carson as Alternate, and Commissioner Green as Second Alternate. The nomination was seconded by Commissioner Carson, and prevailed by a unanimous roll call vote.

REQUEST FOR PLACEMENT OF ITEMS ON NEXT MEETING AGENDA

Discussion of possible regulations on the distribution of unsolicited newspapers within the City *(Mayor Resnick)*
Mayor Resnick brought up the item since free newspapers are delivered to vacant homes, which may pose a safety issue. He mentioned that Pompano enacted an ordinance that requires such newspapers to allow temporary or permanent stops for delivery. He recommended monitoring what happens legally with that issue in Pompano before enacting a similar ordinance.

For the next agenda, Commissioner Carson wished to discuss a way for the Commission to engage with Sunrise Middle School. She offered to draft a status report on security at the school for the Commission's review, but Mayor Resnick asked that she approach the Principal to provide a report.

REPORTS FROM ELECTED OFFICIALS

Commissioner Carson

Thanked City Clerk Sims and Deputy City Clerk Staples for getting the minutes caught up

Thanked Finance Director Mays for another good audit year

Mentioned the importance of asking questions, for example, on the cars for the Police Department, as the Commission was able to find out that the department was under budget because they discussed the issue.

Attended Northeast Little League Opening Day and threw out the opening ball. She said the Northeast Little League coach spoke about how good Wilton Manors is, and he is looking forward to the updated Mickel Field.

Attended the Broward EOC and heard a speaker on the restoration of rights for felons in a timely and appropriate way. There is a petition being circulated to that effect, and she asked fellow Commissioners to review it.

Attended the Soroptimist International Awards Dinner and PACE Center was an honoree; Kathleen Ryan and Aggie Pappas were honored.

Attended the Broward Democratic Party's Unity Dinner

Attended the Women's Hall of Fame luncheon; two women in the community were inducted into the Hall of Fame, and State Representative Katie Edwards was keynote speaker on "Criminal Justice"

Commissioner Green

Attended an event at Scarfone's sponsored by Equality Florida – their first event in Wilton Manors

Attended the National League of Cities. Several policies are being developed on the Environmental Committee related to water. The League is encouraging more funding for the federal trust fund and for transportation in coordination with national organizations, including MPOs nationwide. The National League Board adopted a policy on marriage equality. Mayor Resnick was a speaker at the meeting.

Recommended all Commission members join the LGBT local officials group with the National League of Cities

Discussions are underway between the City and the MPO for locating electric charging stations in the City parking lot, funded by the MPO. Step Two on the $1 million funding for N.E. 26 Street was finished at the MPO Board meeting. It is being forwarded to FDOT. Quiet zones at MPO and All Aboard Florida will not go into effect until passenger service goes into effect, with new locomotives that have horns under the decibel level, according to the federal railroad administrators. The matter is still under discussion.

Attended the City Yard Sale on March 14, which had a good turnout

Visited the Pride Center Charette on March 21 and was happy that the Center wanted City participation in the project

Requested Commission members to check their website bios for accuracy

Commissioner Flippen

Thanked Chief O'Connell, Vincent Affanato, and David Cameron for help with code issues with constituents

Attended the Art Walk on the Drive on March 21, which had a great attendance
Attended the Broward Democratic Executive Meeting
Is in the final stretch of the Citizens' Police Academy and is looking forward to graduating
Thanked the City Clerk's office for framing the WeDo poster for hanging in the City Hall
Gave his younger brother a tour of City Hall

Vice Mayor Newton
Congratulated Finance Director Mays and his staff for his great work for the City
Complimented Mr. Affanato for his work in Code Enforcement without upsetting the residents
Mickel Field will be a regulation baseball field
Announced the Egg Hunt (Eggstravaganza) on the coming Saturday at 10:00 a.m. "sharp"

Mayor Resnick
Encouraged a good showing from the Commission for the Eggstravaganza
Announced the Mayor's Business Round Table Thursday, March 26 at 8:00 a.m. at Hagen Park Community Center. There will be a full presentation on economic development and the BID.
Announced the Broward League of Cities Installation Dinner on Saturday, May 2, at 6:30 at Temple Congregation Kol Tikvah in Parkland
Attended the Broward Democratic Party's Unity Dinner. He said that Patrick Murphy won re-election for Congress, and he plans to run for Marco Rubio's Senate seat.
Attended the charette for the Pride Center to come up with best uses for their property – may be an educational facility. He thanked Todd DeJesus and Roberta Moore for attending.
Announced Gilda's Club fundraiser on the upcoming Saturday
Reported the Carriage House fundraiser was very successful. He wondered if they should plan something similar for the opening of Mickel Field; some businesses have approached him who would like to contribute in some way to such an event.

ADJOURNMENT

The meeting adjourned at 9:40 p.m.

Vermont Systems
Recreation & Parks Software

Proposal Summary Pricing
VSI Quote Number: 53444

Please See Detail Breakdown on Following Pages

Description:	VSI - RecTrac & PayTrac			
Prepared For:	St. Pete Beach Leisure Services, St. Pete Beach, FL			
Contact Name:	Jennifer McMahon, Recreation Dept Director		Phone Number:	(727)363-9245
Contact Email:	rddirector@stpetebeach.org		Fax Number:	
Approved By:	David Wirtz, Sales Manager (davew@vermontsystems.com)		Quote Date:	12/16/2015

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
RecTrac - Workgroup Multi-User Software				
Application Software	$9,850.00	$2,070.00	$0.00	$11,920.00
Progress OpenEdge Software	$1,970.00	$414.00	$0.00	$2,384.00
Support Services - Training & Expenses	$13,950.00	$0.00	$0.00	$13,950.00
Total RecTrac:	$25,770.00	$2,484.00	$0.00	$28,254.00
ID Systems - Workgroup Multi-User Software				
Application Software	$450.00	$180.00	$0.00	$630.00
Progress OpenEdge Software	$90.00	$36.00	$0.00	$126.00
Key Fobs	$1,025.00	$0.00	$50.00	$1,075.00
Total ID Systems:	$1,565.00	$216.00	$50.00	$1,831.00
PayTrac - Application Software & Hardware				
Application Software	$1,500.00	$300.00	$0.00	$1,800.00
Total PayTrac:	$1,500.00	$300.00	$0.00	$1,800.00
Hardware - (VSI Qualified)				
Barcode Readers	$335.00	$0.00	$13.00	$348.00
Magstripe Readers	$695.00	$0.00	$16.00	$711.00
Digital Cameras	$115.00	$0.00	$16.00	$131.00
Total Hardware:	$1,145.00	$0.00	$45.00	$1,190.00

VSI TOTALS

Application Software	$11,800.00	$2,550.00	$0.00	$14,350.00
Progress OpenEdge Software	$2,060.00	$450.00	$0.00	$2,510.00
Key Fobs	$1,025.00	$0.00	$50.00	$1,075.00
Barcode Readers	$335.00	$0.00	$13.00	$348.00
Magstripe Readers	$695.00	$0.00	$16.00	$711.00
Digital Cameras	$115.00	$0.00	$16.00	$131.00
Support Services - Training & Expenses	$13,950.00	$0.00	$0.00	$13,950.00
Grand Totals:	**$29,980.00**	**$3,000.00**	**$95.00**	**$33,075.00**

* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)

RecTrac Workgroup Multi-User Software
Recreation Tracking Software
VSI Quote Number: 53444

Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Vermont Systems
Recreation & Parks Software

Description:	VSI - RecTrac & PayTrac			
Prepared For:	St. Pete Beach Leisure Services, St. Pete Beach, FL			
Contact Name:	Jennifer McMahon, Recreation Dept Director		Phone Number:	(727)363-9245
Contact Email:	rddirector@stpetebeach.org		Fax Number:	
Approved By:	**David Wirtz, Sales Manager (davew@vermontsystems.com)**		Quote Date:	**12/16/2015**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
		Application Software			
1	Each	Activity Registration (V-RT-MU-AR)	$2,750.00	$2,750.00	$490.00
1	Each	Facility Reservations (V-RT-MU-FR)	$2,750.00	$2,750.00	$490.00
1	Each	Pass Management (V-RT-MU-PM)	$2,750.00	$2,750.00	$490.00 1
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	$0.00	$0.00	$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	$400.00	$400.00	$400.00 2
4	Each	Additional Users Over 2 (concurrent) (V-RT-MU-AU)	$300.00	$1,200.00	$200.00
			Total Application Software:	**$9,850.00**	**$2,070.00**
		Other Available Products of Interest			
		Point-of-Sale/Inventory Control/Tickets Price: $2,750.00 / Maint./Services:	$490.00		
		Progress OpenEdge Software			
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	$1,970.00	$1,970.00	$414.00 3
			Total Progress OpenEdge Software:	**$1,970.00**	**$414.00**
		Support Services - Training & Expenses			
10	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	$750.00	$7,500.00	$0.00
2	Day(s)	Travel Time (X-S-TNG-09)	$375.00	$750.00	$0.00
10	Each	Travel Expenses - per day (estimated) (X-X-EXP)	$330.00	$3,300.00	$0.00 4
2	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	$1,200.00	$2,400.00	$0.00
			Total Support Services - Training & Expenses:	**$13,950.00**	**$0.00**

Total Software, Hardware and Support Services	**$25,770.00**	**$2,484.00**
Grand Total - RecTrac:	**$28,254.00**	

* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)

Vermont Systems
Recreation & Parks Software

ID Systems Workgroup Multi-User Software
Pass Management Photo/Plastic Photo ID Card System
VSI Quote Number: 53444

Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Description:	**VSI - RecTrac & PayTrac**		
Prepared For:	**St. Pete Beach Leisure Services, St. Pete Beach, FL**		
Contact Name:	Jennifer McMahon, Recreation Dept Director	Phone Number:	(727)363-9245
Contact Email:	rddirector@stpetebeach.org	Fax Number:	
Approved By:	**David Wirtz, Sales Manager (davew@vermontsystems.com)**	Quote Date:	**12/16/2015**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
		Application Software				
1	Each	Pass Mgmt Ext Integration - Fobs/Existing ID Cards (V-RT-MU-PMI-EX)	$450.00	$450.00	$0.00	$180.00
		Total Application Software:		**$450.00**	**$0.00**	**$180.00**
		Progress OpenEdge Software				
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	$90.00	$90.00	$0.00	$36.00 3
		Total Progress OpenEdge Software:		**$90.00**	**$0.00**	**$36.00**
		Key Fobs				
2500	Each	Key Fob, Teslin, Preprinted, Qty 2500 (S-KF-GL-T1P-14-25)	$0.41	$1,025.00	$50.00	$0.00 5
		Total Key Fobs:		**$1,025.00**	**$50.00**	**$0.00**

Other Available Products of Interest

Key Fob, Teslin, Preprinted, Qty 500	Price:	$0.82
Key Fob, Teslin, Preprinted, Qty 1000	Price:	$0.44
Key Fob, Teslin, Preprinted, Qty 5000	Price:	$0.32

Total Software, Hardware and Support Services	**$1,565.00**	**$50.00**	**$216.00**
Grand Total - ID Systems:		**$1,831.00**	
* NOTE: Shipping is FOB - Origin	(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		

NOTE:
Actual key fob quantities are yet to be determined.

Vermont Systems
Recreation & Parks Software

PayTrac Application Software & Hardware
Payment Card, Electronic Check, & Gift Card Interface
VSI Quote Number: 53444

Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Description: **VSI - RecTrac & PayTrac**
Prepared For: St. Pete Beach Leisure Services, St. Pete Beach, FL
Contact Name: Jennifer McMahon, Recreation Dept Director
Contact Email: **rddirector@stpetebeach.org**
Approved By: **David Wirtz, Sales Manager (davew@vermontsystems.com)**

Phone Number: (727)363-9245
Fax Number:
Quote Date: **12/16/2015**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
		Application Software				
1	Each	VSI Credit Card External Redirect Interface (V-PT-IN-ERI)	$1,500.00	$1,500.00	$0.00	$300.00 6
		Total Application Software:		**$1,500.00**	**$0.00**	**$300.00**
		Total Software, Hardware and Support Services		**$1,500.00**	**$0.00**	**$300.00**
		Grand Total - PayTrac:			**$1,800.00**	

* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)

Vermont Systems
Recreation & Parks Software

Proposal Summary Pricing
VSI Quote Number: 53444

Please See Detail Breakdown on Following Pages

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Approved By:	**David Wirtz, Sales Manager (davew@vermontsystems.com)**	Quote Date:	**12/16/2015**

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1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.

2 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).

3 VSI uses Progress OpenEdge software to develop and deploy its' software applications, and also embeds the required Progress OpenEdge Enterprise or Workgroup RDBMS (Relational Database Management Software) with its' applications.

4 The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.

5 Please note that this quote is an estimate and actual print costs may vary somewhat due to over runs, etc.
Delivery - be sure to allow 4 to 6 weeks after the you have approved the proof copy of the keyfob.

Pricing includes the initial proof plus one revision. After that each revision will be charged $75.00.
All barcode samples and magnetic card samples will be shipped via US mail; UPS service will be available for a fee. A Cancellation fee of $75.00 will be issued when an order is cancelled after it has been proofed. After a proof is signed, the financial ownership that proof and order is the customers. The customer will be responsible for its entire content.

6 Depending on the Gateway you select, there could be setup fees charged by the Gateway up to $150 per merchant account. There also could be transaction fees up to .075 cents per transaction.

7 Includes power supply, power cord, auto cutter and cable. Wall mountable.

8 Thermal Receipt Paper, 1 Ply, 50 Roll/Case for Star, Epson, & Ithaca receipt printers.

9 This drawer is USB with a Serial Emulation. A straight USB drawer will not work with RecTrac.

10 Honeywell MS7580G-2 Genesis Scanner Kit, standard USB keyboard emulation, optional Serial or Parallel emulation, 1D PDF417, power supply, USB cable, and VSI Custom Configuration. Standard keyboard emulation used to connect reader to dedicated computer. This scanner can be used for RecTrac Background Visit Check-in by configuring it for Serial Emulation using the same USB cable. This enable the computer to be used for other functions, while it is also being used to scan visitor ID cards.

11 Custom Configuration for VSI application software, so plug and play out of the box.

12 Datalogic QuickScan Corded 1D Bar Code Reader, Multi-Interfaces, USB Kit includes Cable & Stand, 5-Year Depot Warranty.

13 The specific credit card EMV (Chip and Pin) device delivered depends on the PayTrac solution you select. This line item is used as a placeholder for budgeting purposes. The different devices range in price from $500-$750.

14 Microsoft LifeCam Studio, HD 8MP Res, True 1080p Sensor, Auto Focus, USB, Operating Temperature 21DF - 104DF with Humidity <5% - 80% Non-condensing. Using in hot, humid areas can damage the camera.

The attached VSI Software License, Maintenance and Support Agreement are for your review. The original of this Agreement, along with all modified Customer Agreements, are maintained in our VSI financial software database. You may use this Agreement to make any desired additions, deletions, or changes, and return to VSI for review (please use the Track Changes tool). VSI will print the final agreed upon version of this Agreement for signature by both parties.

The licensed software can be installed on a customer's servers or on the VSI hosting servers. Along with licensed software, VSI provides the option for no hosting (customer or another vendor hosts software), WebTrac web server hosting only, or both web server and database hosting. Software licenses with annual maintenance are priced separately from hosting services.

If you have any questions, please contact the VSI Sales department at your convenience.

VERMONT SYSTEMS, INC.
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT 12-1-14

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement"), is made and entered into on ___________________, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI" or "Licensor", and ___________________________ ____________(hereinafter "Licensee" or "Customer"), collectively referred to herein as the "Parties" or singularly "Party".

In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

ARTICLE 1 – Software License

1.1 VSI hereby grants the Licensee and the Licensee thereby accepts a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as User Reference Manuals, Reports Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tutorials.

1.2 VSI uses the Progress OpenEdge V11 Development software to develop its' applications and deploys using the OpenEdge Deployment software that includes Client Networking, Web Client, and Personal, Workgroup, or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and pricing is included in the attached Exhibit B.

1.3 The license granted herein authorizes the Customer to install the Licensed Software on the designated computer platform using one copy of the programs to support live processing, training, and disaster recovery databases without incurring additional license charges. Further, the Customer can make copies of the Licensed Software for safe keeping purposes. Article 1.3 does not apply, if VSI is providing complete hosting services.

1.4 At any time, the Customer can add software and user licenses under the terms of this Agreement by paying the additional license and maintenance fees. The total number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B pricing.

ARTICLE 2 – Annual Software Maintenance and Support Services

2.1 VSI shall provide the Customer with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A. The extent of support services being provided to the Customer are specifically listed in Exhibit B pricing.

2.2 The Annual Software Maintenance support shall include distribution of product update releases that include software repairs and enhancements subsequent to the initial purchase. Biennial software updates with database conversions will also be provided in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time on the VSI web site. If VSI is providing complete hosting services, VSI will provide software installation and upgrade services and coordinate both with each Customer.

2.3 The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your **January 1st—, May 1st—, July 1st __, or __October 1st** fiscal year for one year. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.

2.4 The required Software Maintenance and Support Agreement will automatically renew annually, unless the Customer notifies VSI in writing prior to the end of the fiscal year that the Customer is terminating VSI Maintenance Support. VSI reserves the right to increase the annual maintenance fees annually. Customers can contact VSI in advance to obtain a firm quote for the next fiscal year.

2.5 The Customer is licensed to use the VSI software indefinitely, even if it terminates annual maintenance support. The Licensee is the sole owner of its' data, whether Customer hosted or VSI hosted. If VSI hosted and the Customer terminates use of the VSI software, VSI agrees provide a copy of the database to the Customer in readable format.

______ VSI Initials _____ Customer Initials

ARTICLE 3 – Software Training and Installation Services

3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a quoted daily or hourly rate, as described in the VSI standard Sales and Support Policies, Exhibit A.

3.2 Any training services and estimated charges for each Customer, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Customer. The Customer can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, the Customer will be responsible for any additional costs incurred as a result of the changes.

3.3 If VSI is providing other Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B pricing, as well.

3.4 The Customer is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance.

3.5 VSI will honor training and other services quotes for up to 120 days, but reserves the right to modify these rates thereafter.

ARTICLE 4 – VSI Hosting Services

4.1 Web Server Hosting Service - if the WebTrac software is being licensed, it requires a web server, either in-house or hosted, to link the Customer's transaction server with the internet. If the Customer selects the VSI web server hosting service, as described in Exhibit D, for a minimum of one year, the fee will be included in Exhibit B and it will be billed annually in advance. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year. Web Server Hosting ***does not*** apply to this Agreement.

4.2 Complete Hosting Services - if the Customer selects complete VSI hosting services, whereby the VSI application software and Progress software are installed on VSI servers at either the Eastern or Western data center, the monthly fee for this option will be included in Exhibit B. Complete Hosting Services includes web server hosting, as described in Article 4.1. Since VSI ***will not*** be providing complete hosting services for the Customer, Exhibit E hosting services specifications ***do not*** apply to this Agreement.

4.3 The Hosting Services guaranteed rate for one year, includes the services and features, as described in Exhibit F.

ARTICLE 5 – Charges and Payment

5.1 Customer On-Premise Hosted Software – if the Customer is installing the software on its own servers, the Licensed Software charges will be billed to the Customer when shipped or following the initial training session, and will be due within 30 days. The initial Software License fee includes ground shipping of the DVD that contains the software and electronic copies of all documentation. If special shipping is requested, the Customer shall pay all associated additional charges. Article 5.1 *does* apply to this Agreement.

5.2 VSI Hosted Software: if VSI is providing Complete Hosting Services, it will install the software on VSI servers at either its' Eastern or Western data center. The Licensed Software charges will be billed to the Customer when the software applications become available for Customer use, and will be due within 30 days.

5.3 VSI Hosting Services: Complete Hosting Services fees are due on the first day of each month, unless the Customer has agreed to an annual payment in advance.

5.4 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Customer must provide a tax exemption certificate.

5.5 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.

_____ VSI Initials _____ Customer Initials

ARTICLE 6 – Security of Programs

6.1 The Customer shall be solely responsible for the supervision and control of the licensed Customer hosted software to ensure that it is stored in a secure location for Customer use only and that no unauthorized and unlicensed third party gains access to it. VSI is responsible for the security of all VSI hosted software.

6.2 Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code.

ARTICLE 7 – Warranties

7.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.

7.2 VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.

7.3 VSI warrants to the Customer that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.

7.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Customer from any suit or proceeding brought against the Customer by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Customer shall be entitled to be independently represented by counsel of its own choice.

ARTICLE 8 – Limitation of Liability

8.1 Except for the warranties specified in Section 7, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that neither VSI nor the Customer shall be liable to the other Party for special, incidental, indirect, or consequential damages, or for any loss or claim by either Party.

8.2 Liability Insurance. VSI provides the Customer with a Certificate of Liability Insurance with the Customer named as the Certificate Holder. The standard coverage's with limits and insurer(s) are listed in the attached Exhibit C. If a customer requires insurance coverage beyond the standard limits provided by the VSI Certificate of Insurance, then the customer can either accept the VSI standard coverage at no additional charge or pay for the additional insurance coverage at VSI cost.

8.3 The Parties agree that the laws of the State of Vermont will govern this Agreement, and that the venue for legal resolution shall be in Chittenden County, Vermont.

ARTICLE 9 – Risk of Loss

9.1 For Customer hosted installations, the risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises. For VSI hosted installations, VSI will be responsible for the risk of loss or destruction.

9.2 For Customer hosted installations, the Customer shall be responsible for verifying that the Licensed Software and Related Materials have been received, installed on the designated computer(s), and are operational, unless the Agreement specifies that VSI will install the Licensed Software as part of the on-site training. For VSI hosted installations, VSI will be responsible for installing the software on either the Eastern or Western data center server.

ARTICLE 10 – Personal Information Protection

10.1 Customer On-Premise Hosted Software & Database: if the Customer installs the VSI application software on its' own servers, the Customer will be responsible for the SSL (Secure Socket Layer) to protect confidentiality of patron data flow between the server and the user workstations. To protect data at rest, VSI offers the chargeable Progress TDE (Transparent Data Encryption) software option to encrypt user-selected sensitive data fields to secure them from unauthorized access.

_____ VSI Initials _____ Customer Initials

ARTICLE 10 – Personal Information Protection – continued

10.2 VSI Hosted Software & Database: VSI will provide the SSL (Secure Socket Layer) Certificate for the hosting servers to protect the flow of data between the hosting servers and the Customer's remote users, as described in Exhibit E. The chargeable Progress TDE is also available to protect data at rest, as well. If a breach occurs, VSI will notify the Customer immediately regarding the extent of the breach, so that the Customer can notify its' patrons at no charge that a breach of security has occurred

ARTICLE 11 – Application Source Code

10.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet 802-878-3346, jfr@essexvtlaw.com. The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or bankruptcy, or discontinuance of said service by VSI, it will notify the Customer and the Escrow Agent that it is in default. The Escrow Agent will then make the source code available to the Customer within thirty days of written notice10 for Customer support use only.

ARTICLE 12 – Independent Contractor

12.1 In performing the work under this Agreement, VSI acts as an Independent Contractor and is solely responsible for necessary and adequate workers' compensation insurance, as well as personal injury and property damage insurance.

ARTICLE 13 – Change Orders or Extensions

13.1 The Customer may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Licensee and VSI. VSI shall be compensated for all authorized changes in services.

ARTICLE 14 – Authorization and Entire Agreement

14.1 Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein.

14.2 This Agreement and the attached Exhibits A, B, & C constitute the entire Agreement between Vermont Systems and the Licensee.

14.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

Vermont Systems, Inc.	**Customer**
______________________	______________________
Authorized Signature	Authorized Signature
Giles Willey, President	______________________
Printed Name and Title	Printed Name and Title
______________________	______________________
Date	Date

Vermont Systems, Inc.

Resale & Exempt Organization
Certificate of Exemption

Suppliers Name:
Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452

Description of Purchased Articles: Software

Please Check Applicable Lines:
___Purchase by Retailer, Wholesaler for Resale
___Purchase by 501C which is Religious, Educational or Scientific
___Direct Purchase by Governmental Unit
___Purchase by Volunteer Fire Dept, Ambulance Co., Rescue Squad

Are you considered a taxable entity by your state for sales tax? ___Yes or ___No

Name/Address of Purchaser:

Customer Name: ______________________________
Address: ______________________________
City, State, Zip ______________________________

Federal ID Number ______________________________

Purchaser's Primary Business: ______________________________

I Certify that I am authorized to sign this certificate of exemption and that, to the best of my knowledge and belief, it is true and correct and made in good faith.

Signature: ____________________ **Title** ____________________

Name: ____________________ **Date:** ____________________

Vermont Systems

Recreation & Parks Software

July 25, 2015

Name
Address
City, State, Zip

Dear New Customer,

Vermont Systems, Inc. (VSI) authorizes the City of Anywhere, Department of Recreation and Parks, to use the Sales Agreement between VSI and "Customer" to license VSI software applications and purchase first year annual maintenance and support services, installation and training services, VSI hosting services, and VSI qualified hardware from VSI. The benefit to both parties will be to reduce the cost of acquiring and offering a new system that has already been through the RFP process. VSI agrees to apply the terms and conditions of the Software License, Maintenance, & Support Agreement between "Customer" and VSI dated July, 25, 2015, except for the products and services listed in the next paragraph.

While VSI agrees to apply the terms and conditions of the "Previous Customer" Agreement to the "New Customer" Agreement, the pricing might vary due to Enterprise vs Workgroup size database, the modules selected, the number of users, the number of onsite training days, travel expenses, level of optional hosting services selected, POS hardware models and quantities selected, and the increasing cost of providing support for services not under VSI control.

Pricing for products and support services not under VSI control are as follows:

Payment Card Integration – due to ever expanding PCI (payment card industry) requirements, especially EMV, current VSI pricing will be applied to the payment card quote, if any.

VSI Hosting Services – due to increasing secure hardware and data center costs, VSI might need to apply current pricing for these services.

Sincerely yours,

Giles N. Willey

President

Vermont Systems, Inc.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization for the City Manager to purchase WebTrac Real-Time Internet Software for the Recreation Department in the amount of $14,813.00.
Date:	January 26, 2016
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	The City Commission approved expenditures toward recreation software in the FY2016 budget. The purchase of the Vermont System software from Wilton Manor, FL bid did not include online payment software. WebTrac is the only compatible software from Vermont Systems. This purchase would be sole source and no additional quotes are available. Purchase of this software will allow for online payment, registration and reservations.
Funding:	This item is budgeted in account #001-6106-572-5649
Requested Motion:	"I move to authorize the City Manager to purchase WebTrac Real Time Internet Software for the Recreation Department in the amount of $14,813.00."
Attachments:	Vermont Systems quote
Reviewed by City Manager	_WS___

Vermont Systems
Recreation & Parks Software

WebTrac Basic Edition
Real-Time Internet Software
VSI Quote Number: 53268
Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Description:	**VSI - WebTrac Only Pricing**		
Prepared For:	St. Pete Beach Leisure Services, St. Pete Beach, FL		
Contact Name:	Jennifer McMahon, Recreation Dept Director	Phone Number:	(727)363-9245
Contact Email:	rddirector@stpetebeach.org	Fax Number:	
Approved By:	**David Wirtz, Sales Manager (davew@vermontsystems.com)**	Quote Date:	**12/07/2015**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs	
		Application Software				
1	Each	WebTrac Internet Software, 6-15 RecTrac Users (V-WT-SU-IS-6)	$3,750.00	$3,750.00	$750.00	1
1	Each	WebTrac Activity Registrations (V-WT-SU-AR)	$950.00	$950.00	$190.00	2
1	Each	WebTrac Sm Workgroup Base 25 Agents (V-WT-SU-AU)	$625.00	$625.00	$125.00	3
			Total Application Software:	**$5,325.00**	**$1,065.00**	
		Other Available Products of Interest				
		Mobile WebTrac Price: $1,950.00 / Maint./Services: $390.00				
		Progress OpenEdge Software				
1	Each	OpenEdge Application Server & RDBMS (T-PG-SU-WB)	$1,065.00	$1,065.00	$213.00	4
			Total Progress OpenEdge Software:	**$1,065.00**	**$213.00**	
		VSI-Add ons				
1	Each	WebTrac First Style Sheet Service Intital & Major (V-WT-IN-SS-1)	$750.00	$750.00	$0.00	5
1	Each	Standard Splash Page Options (V-WT-CP-SP)	$500.00	$500.00	$0.00	6
			Total VSI-Add ons:	**$1,250.00**	**$0.00**	
		Support Services - Training & Expenses				
4	Day(s)	Installation/Training, On-Site/Day (X-S-TNG-01)	$750.00	$3,000.00	$0.00	
1	Day(s)	Travel Time (X-S-TNG-09)	$375.00	$375.00	$0.00	
4	Each	Travel Expenses - per day (estimated) (X-X-EXP)	$330.00	$1,320.00	$0.00	7
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	$1,200.00	$1,200.00	$0.00	
			Total Support Services - Training & Expenses:	**$5,895.00**	**$0.00**	
			Total Software, Hardware and Support Services	**$13,535.00**	**$1,278.00**	
			Grand Total - WebTrac:	**$14,813.00**		

* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)

Vermont Systems
Recreation & Parks Software

Proposal Summary Pricing
VSI Quote Number: 53268

Please See Detail Breakdown on Following Pages

Description:	**VSI - WebTrac Only Pricing**		
Prepared For:	**St. Pete Beach Leisure Services, St. Pete Beach, FL**		
Contact Name:	Jennifer McMahon, Recreation Dept Director	Phone Number:	(727)363-9245
Contact Email:	rddirector@stpetebeach.org	Fax Number:	
Approved By:	**David Wirtz, Sales Manager (davew@vermontsystems.com)**	Quote Date:	**12/07/2015**

1 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet.

The WebTrac module does NOT include hosting services, which are priced separately. However, if needed VSI does offer two types of hosting services: Web Server Only or Web Server & Database. If you need Web Server Only hosting and your IT department or your off-premise web hosting vendor does'nt allow third party software to be installed on its servers, then VSI can offer Web Server Only hosting with a monthly fee, which is billed on annual basis. If you need full Web Server & Database hosting services, VSI will provide by installing your software on its servers at its TechVault data center with monthly billing.

2 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.

3 Base 25 Agents are provided to process WebTrac online transactions. Each Agent can service approximately 20 simultaneous requests or about 500 requests. Therefore, if you expect higher volumes at peak times, contact VSI to discuss licensing or renting additional Agents in 5-Agent increments to avoid processing delays. As noted, 5-Agents can service about 100 service requests.

4 VSI uses Progress OpenEdge software to develop and deploy its' software applications, and also embeds the required Progress OpenEdge Enterprise or Workgroup RDBMS (Relational Database Management Software) with its' applications.

5 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then ask you to verify that the results match your specs. If you ask for additional changes following the completion of the initial styling then each major change request is priced at $750.00. Minor & Seasonal change requests are priced at $375.00 each.

6 The Standard Splash Page Option offers a choice of any one of 14 standard spash pages, and they are available on the VSI website for your review. You decide which standard or combination of multiple standards is best for your organization.

The $500 fee includes VSI support to assist you to implement the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to change requests will be charged at $100/hour. Any design changes to the standard templates that require custom programming will be charged at $140/hour.

7 The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorize the City Manager to enter into a purchasing agreement with Avocette/Acella in the amount of 52,328.00 for permitting software and implementation for the Community Development Department.
Date:	January 26, 2015
Prepared By:	Jennifer Bryla– Community Development Director
Through:	Wayne Saunders – City Manager
Summary of Issue	The Community Development Department staff has been researching permitting software alternatives since August 2015. In December of 2015, the staff was able to participate in a tutorial and training session with the Acella software. The City Staff felt that the Acella software would be the best "fit" for the needs of the department. This software is also used by Pinellas County and the City of Clearwater. Upon investigation, both of these municipalities have had success with the software as determined by customer satisfaction and client interaction. The Acella software is also held in contract with the State of Florida. Avocette is Acella's sole source provider for implementation of the software. A letter indicating such is attached for review. The implementation is expected to be accomplished in roughly two weeks and training of the software will take approximately three weeks. These changes will allow the department to accommodate better technology and integrate with the Departments GIS systems. This change would allow the Community Development Department to augment our commitment to customer service and responsiveness to our citizens. These funds were included in the 2016 budget.
Funding:	2016 Budget Line Item # 001-5402-524-5643
Requested Motion:	"I move to authorize the City Manager to enter into a purchasing agreement with Avocette/Acella in the amount of 52,328.00 for permitting software and implementation for the Community Development Department."
Attachment:	Avocette Contract Acella Contract, State Contract, State Price List, Sole Source Letter,
Reviewed by the City Manager	WS ______

Accela

Attn: Bruce Cooper
SOF Number: Q-06062
Subscription Agreement: Version 52615a
Date: December 3, 2015
Customer: St. Pete Beach, FL
Proposed By: Joseph Grewe

Customer Information

Bill To:
City of St. Pete Beach, FL
155 Corey Avenue
St. Pete Beach, FL 33706

Ship To:
Bruce Cooper
b.cooper@stpetebeach.org
St. Pete Beach, FL
155 Corey Avenue
St. Pete Beach, Florida 33706
United States

Payment Terms & Conditions

Payment Term: Net 30
PO Required:
PO Number:

Service Start Date: On Delivery Date
Service End Date: 12 Months from Delivery Date
No. of Annual Terms: 1
Billing Frequency: Upfront

Other Terms & Conditions

- Agency will be responsible for payment or reimbursement to Accela, Inc. any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income.
- If the Agency requires additional on-site assistance, a separate estimate and Statement of Work will be provided.
- Annual Subscription fees do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.

Alternative Terms Disclaimed

The parties expressly disclaim any alternative terms and conditions accompanying drafts and/or purchase orders issued by Customer.

Civic Platform

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	NET PRICE
SS10APFMSAS0001	Accela Civic Platform - Subscription User Initial	6	USD 2,388.0000	USD 14,328.00	USD 14,328.00
	Subtotal			USD 14,328.00	
				Civic Platform TOTAL:	USD 14,328.00

Customer

Signature________________________

Print Name_______________________

Title____________________________

Date____________________________

Accela, Inc.

Signature________________________

Print Name_______________________

Title____________________________

Date____________________________

Fax: Attn. of Contracts Administration at (925) 407-2722.
Email: jgrewe@accela.com
Mail To: Accela, Inc. 2633 Camino Ramon, Suite 500, Bishop Ranch 3,
San Ramon, CA 94583

THANK YOU FOR YOUR BUSINESS!

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

TO:	Jennifer Bryla Community Development Director St. Pete, Florida 155 Corey Avenue St. Pete Beach, FL 33706	**FROM:**	Alex Stanton Carahsoft Technology Corp. 1860 Michael Faraday Drive Reston, Virginia 20190
EMAIL:	jbryla@stpetebeach.org	**EMAIL:**	Alex.Stanton@carahsoft.com
PHONE:	(727) 363-9265 **FAX:**	**PHONE:**	(703) 871-8522 **FAX:** (703) 871-8505

TERMS:
Florida Department of Management Services
Contract #: 43230000-14-01
Term: September 9, 2014-September 8, 2018
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Florida Registration Number: F09000000081
Sales Tax May Apply

QUOTE NO:	7605452
QUOTE DATE:	12/15/2015
QUOTE EXPIRES:	12/31/2015
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$14,101.62
TOTAL QUOTE:	$14,101.62

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	SS10APFMSAS0001	Accela Civic Platform - Subscription User Accela Inc (Formerly IQM2) - SS10APFMSAS0001		$2,350.27 FL	6	$14,101.62
		SUBTOTAL:				$14,101.62
				TOTAL PRICE:		**$14,101.62**
				TOTAL QUOTE:		**$14,101.62**

Subscription Start: upon delivery
Subscription End: 12 months from delivery date

Accela Subscription Terms

1. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term. Subscription terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer's subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term's annual pricing. Customer may opt-out from said automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. During said sixty-day period, Customer may decrease the number of users for which it has subscribed; said decrease will be effective during the next subscription term. Customer may not decrease its number of subscribed users at any other time during a subscription term. At any time during a subscription term, Customer may increase its number of subscribed users by submitting an order to Accela and paying the fees associated with the increase. Such fees will be calculated as the pro-rata remaining portion of the subscription term, rounded-up to the nearest full month. Fees paid are non-refundable, except as otherwise specifically-provided herein.

2. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

3. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

4. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

5. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

6. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

7. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below. Uptime is calculated on a calendar month basis as U=O/(M-P)*100, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	Credit
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

8. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

9. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

10. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with: (i) a copy of its data in a database dump file not more than once per calendar quarter, (ii) an APO property conversion upload, not more than twice per annual term, and (iii) a Crystal Report placement not more than ten (10) times per annual term. Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela. Subject to the limitations above, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

11. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable. Accela may end Customer's access to the Subscribed Services if it materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Accela expressly disclaims any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

12. ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > State Contracts and Agreements > State Term Contracts > Commercial Off-The-Shelf (COTS) Software

<< Return

Commercial Off-The-Shelf (COTS) Software43230000-14-01

Effective Period	09/09/2014 through 09/08/2018
Contract Type	State Term Contract
Contract Information	• Pricing • Contractors How to Use this Contract Frequently Asked Questions for Customers Frequently Asked Questions for Vendors
Contract Documents	Microsoft Word (895.68 KB) PDF (2.84 MB) Amendments and Memorandums Forms and Other Information
Contract Administration	• Gregory Bunn • (850) 488-4945 • gregory.bunn@dms.myflorida.com
Commodity Codes	UNSPSC-43232701, UNSPSC-43233200, UNSPSC-43230000, UNSPSC-43232300, UNSPSC-43232400, UNSPSC-43232800, UNSPSC-43231600, UNSPSC-43233004, UNSPSC-43233400, UNSPSC-43211500

Description

This state term contract includes the purchase of commercial off-the-shelf software products for Adobe, NetMotion, Oracle, Symantec, CommVault, and VMware. Additional product categories such as Application Software, Server/Mainframe Software/Tools, Computer Programming Software/Tools and value-added services such as license management, individual and enterprise license agreement, software maintenance, software training, installation assistance and other value-added services.

Benefits

- Wide variety of products
- Best in class pricing
- Statewide coverage
- Toll-free access to customer service representatives
- Software training available

Document reader download link

- MS Word Viewer
- Adobe PDF Reader

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > State Contracts and Agreements > State Term Contracts > Commercial Off-The-Shelf (COTS) Software > Contractors

<< Return

Commercial Off-The-Shelf (COTS) Software43230000-14-01

Contractors

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
Carahsoft Technology Corp.	A - Non-Minority	No	No	Yes	Statewide
CDW Government LLC	A - Non-Minority	No	No	No	Statewide
Insight Public Sector	A - Non-Minority	No	No	No	Statewide

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > State Contracts and Agreements > State Term Contracts > Commercial Off-The-Shelf (COTS) Software > Contractors > Contractors - Carahsoft Technology Corp.

Carahsoft Technology Corp.

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	Yes	Statewide

CARAHSOFT CONTACT INFORMATION

Primary Contact Person

Name: Jack Dixon

Title: Contracts Specialist

Street Address: 1860 Michael Faraday Drive, Suite 100

City, State, Zip: Reston, VA 20190

E-mail Address: floridateam@carahsoft.com

Phone Number: (703) 871-8500

Toll Free Number: (888) 662-2724

Ordering Fax Number: (703) 871-8505

Alternate Contact Person

Name: Ellen Lord

Title: Contract Manager

Street Address: 1860 Michael Farady Drive, Suite 100

City, State, Zip: Reston, VA 20190

E-mail Address: Ellen.Lorid@carahsoft.com

Phone Number: (703) 871-8679

Fax Number: (703) 871-8505

Federal Tax ID Number: 52-2189693

Remit to Address: 1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Subcontractor (Reseller) Information

Subcontractor (Reseller) Name: SHI International Corp.

Federal Tax ID Number: F223009648-022

Contact: Michael Bench

Title: Director

Street Address: 290 Davidson Avenue

City, State, Zip: Somerset, NJ 08873

Phone Number: (800) 543-0432

Toll Free Number: (800) 543-0432

Fax Number: (732) 868-6055

Mobile Number: (352) 250-2101

Internet Address: floridateam@shi.com

Subcontractor (Reseller) Ordering Instructions

Customers should direct orders to: Florida Sales Team

Federal Tax ID Number: F223009648-022

Mailing Address: 290 Davidson Avenue

City, State, Zip: Somerset, NJ 08873

Phone Number: (800) 543-0432

Toll Free Number: (800) 543-0432

Ordering Fax Number: (732) 868-6055

E-mail Address: floridateam@shi.com

Carahsoft Licensing Questions

Name: Annie Marshall

Title: Product Specialist

Street Address: 12369 Sunrise Valley Drive, Suite D2

City, State, Zip: Reston, VA 20191

E-mail Address: annie@carahsoft.com

Phone Number: (703) 871-8526

Fax Number: (703) 871-8505

Authorized Resellers

Authorized Resellers (34.18 KB)

Software Publisher Terms and Conditions

Oracle () (5.23 MB)

Document reader download link

- MS Excel Viewer
- Adobe PDF Reader

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 52615a

1. As used herein, “Accela” refers to Accela, Inc. and “Customer” refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the “Parties”.

2. These Subscription Terms and Conditions (“Terms”) are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

3. Customer’s subscription term commences on the date Accela provides appropriate access credentials to Customer’s designated technical contact, indicating that the application services identified in the Order (“Subscribed Services”) are available for Customer’s subscription use. Said date is Customer’s “Service Date” for purposes of designating the start of any subscription term.

4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer’s subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer’s subscription terms, Customer’s subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term’s annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term’s annual pricing. Customer may opt-out from said automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. During said sixty-day period, Customer may decrease the number of users for which it has subscribed; said decrease will be effective during the next subscription term. Customer may not decrease its number of subscribed users at any other time during a subscription term. At any time during a subscription term, Customer may increase its number of subscribed users by submitting an order to Accela and paying the fees associated with the increase. Such fees will be calculated as the pro-rata remaining portion of the subscription term, rounded-up to the nearest full month.

5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (“Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.

6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer’s agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights

hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

8. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. If a third-party product is supplied by Accela, no support for any third party product is provided, unless an addendum is attached hereto, identifying the product and specifying the terms and conditions of any support. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

9. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.

10. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

11. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing, can be objectively verified, and the Subscribed Services are being used in live-production. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

12. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below. Uptime is calculated on a calendar month basis as U=O/(M-P)*100, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	*Credit*
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

13. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to

contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

14. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

15. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms.

16. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with:
(i) a copy of its data in a database dump file not more than once per calendar quarter, ;
(ii) an APO property conversion upload, not more than twice per annual term, and
(iii) a Crystal Report placement not more than ten (10) times per annual term.

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela.

17. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order.

18. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section.

19. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

20. Either party may end Customer's access to the Subscribed Services if the other materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by Customer, Accela will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

21. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations,

computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

22. ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

24. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

25. The Parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

26. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, 22, and 27 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period. Section 21 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

27. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these Terms will be effective unless it is described in writing and signed by the Parties.

State Term Contract
No. 43230000-14-01
Commercial Off-The-Shelf (COTS) Software

Academic Price List

Contractor: Carahsoft Technology Corporation

Software Publisher Name	Product Name	Product ID No.	Product Description	Software Publisher's Nationally Advertised Price	Contractor's Awarded Discount Rate off Software Publisher's Price	Florida Academic Price
2FA, Inc.	2FA-106-01	2FA-106-01	2FA PROFESSIONAL SERVICES	$250.00	5.00%	$237.50
2FA, Inc.	2FA-103-01	2FA-103-01	2FA ONE, 1 YR MAINTENANCE & SUPPORT	$9.80	5.00%	$9.31
2X Software	EPS-Gold-1Y	EPS-Gold-1Y	2X Software Gold Support - Technical support - emergency phone consulting - 1 year - business hours - response time: 2 h - for 2X ApplicationServer XG - up to 500 concurrent users	$2,990.00	5.00%	$2,840.50
2X Software	EPS-Silver-1Y	EPS-Silver-1Y	2X Software Silver Support Package - Technical support - phone consulting - 1 year - 6 incident - 8x5 - for 2X ApplicationServer XG	$660.00	5.00%	$627.00
2X Software	ASXGUPIN	ASXGUPIN	2X ApplicationServer XG - Upgrade Insurance renewal (1 year) - 1 concurrent user - Win	$19.00	5.00%	$18.05
2X Software	ASXGSUPP	ASXGSUPP	2X Software Support Package - Technical support - phone consulting - 1 year - 8x5 - for 2X ApplicationServer XG - 15 concurrent users	$12.00	5.00%	$11.40
ABBYY Software House	FRPFW12B	FRPFW12B	ABBYY FineReader Professional Edition - (v. 12) - box pack - 1 user - Win	$169.99	5.00%	$161.49
ABBYY Software House	FRPUW12B	FRPUW12B	ABBYY FineReader Professional Edition - (v. 12) - box pack (upgrade) - 1 user - Win	$99.99	5.00%	$94.99
ABBYY Software House	PDFTUW4XB	PDFTUW4XB	ABBYY PDF Transformer+ - (v. 4.x) - box pack (upgrade) - 1 user - Win	$49.99	5.00%	$47.49
ABBYY Software House	FRLSSRFWB	FRLSSRFWB	ABBYY Screenshot Reader - Box pack - Win	$29.99	5.00%	$28.49
Absolute Software	PS-GD-KSLITE-ABM	PS-GD-KSLITE-ABM	Absolute Professional Service Kick Start Lite - Installation / configuration - 60 hours - for Absolute Manage	$12,500.00	5.00%	$11,875.00
Absolute Software	PS-GD-MDM	PS-GD-MDM	Absolute Professional Service - Technical support - phone consulting - 1 year - for Absolute MDM	$3,200.00	5.00%	$3,040.00
Absolute Software	PS-GD-ABSE	PS-GD-ABSE	Absolute Professional Service - Installation / configuration - for Absolute Help	$1,600.00	5.00%	$1,520.00
Absolute Software	SED-GMOSEST-M-36	SED-GMOSEST-M-36	SECURE DRIVE MODULAR ENTERPRISE 3YR	$1,237.50	5.00%	$1,175.63
Absolute Software	PS-GD-CUSTOM-CT	PS-GD-CUSTOM-CT	PRO SERVICES COMPUTRACE CUSTOM	$500.00	5.00%	$475.00
Absolute Software	PS-GD-AMMD	PS-GD-AMMD	Manage For Mdm Professional Services	$500.00	5.00%	$475.00
Absolute Software	PS-GD-ABM	PS-GD-ABM	Manage Professional Services	$500.00	5.00%	$475.00
Absolute Software	CTC-GD-SED-36	CTC-GD-SED-36	COMPUTRACE COMPLETE W/ SECURE DR 3YR	$156.99	5.00%	$149.14
Absolute Software	LJP-RE-P5-WIN-36	LJP-RE-P5-WIN-36	Computrace LoJack for Laptops Premium Edition - Box pack (3 years) - 1 notebook - Win	$109.99	5.00%	$104.49
Absolute Software	CTC-GD-COP-36	CTC-GD-COP-36	Ctc - City Of Phoenix -Develop Svc 3Yr	$105.20	5.00%	$99.94
Absolute Software	CTC-GD-RTG-48	CTC-GD-RTG-48	COMPUTRACE COMPLETE 4YR FOR RTG ONLY	$103.32	5.00%	$98.15
Absolute Software	CTTR-GD-CCP2-22	CTTR-GD-CCP2-22	COMPUTRACE PLUS CUYAHOGA COUNTY 22 MONTH PRORATED SKU.	$95.95	5.00%	$91.15
Absolute Software	LJS-RE-P5-WIN-36	LJS-RE-P5-WIN-36	Computrace LoJack for Laptops Standard - Box pack (3 years) - 1 notebook - Win	$89.99	5.00%	$85.49
Absolute Software	LJS-RE-D6-EF-36	LJS-RE-D6-EF-36	Computrace LoJack for Laptops Standard - Box pack (3 years) - 1 notebook - Win, Mac	$89.99	5.00%	$85.49
Absolute Software	LJP-RE-P5-MAC-12	LJP-RE-P5-MAC-12	Computrace LoJack for Laptops Premium Edition - Box pack (1 year) - 1 notebook - Mac	$59.99	5.00%	$56.99
Absolute Software	LJP-RE-P5-WIN-12	LJP-RE-P5-WIN-12	Computrace LoJack for Laptops Premium Edition - Box pack (1 year) - 1 notebook - Win	$59.99	5.00%	$56.99
Absolute Software	LJP-RE-D6-EF-12	LJP-RE-D6-EF-12	LOJACK FOR LAPTOPS PROVIDES AWARD-WINNING THEFT RECOVERY FOR LAPTOPS - PC OR MAC. IN ADDITION, THIS COMPLETE SECURITY SOFTWARE HELPS YOU PROTECT AND TRACK YOURLAPTOP WITH ADDITIONAL FEATURES OF REMOTE LOCK, LOCATE AND DELETE.	$59.99	5.00%	$56.99
Absolute Software	CTTR-GD-MOLHC-12	CTTR-GD-MOLHC-12	COMPUTRACEPLUS MOLINA HEALTH ONLY RENEWAL	$40.95	5.00%	$38.90
Absolute Software	LJS-RE-P5-WIN-12	LJS-RE-P5-WIN-12	Computrace LoJack for Laptops Standard - Box pack (1 year) - 1 notebook - Win	$39.99	5.00%	$37.99
Absolute Software	ABTR-GD-12	ABTR-GD-12	ABSOLUTE TRACK 1YR 1-2499U	$18.95	5.00%	$18.00
Absolute Software	AMMD-GDEDMNTC-36	AMMD-GDEDMNTC-36	ABSOLUTE MANAGE MAINT.	$8.40	5.00%	$7.98
Accela	LC10AAAMSV50613	LC10AAAMSV50601	Accela Asset Management Server Software Hosted (includes 5 named users)	$54,995.00	1.58%	$54,126.08
Accela	LC10AAAMU050613	LC10AAAMU050601	Accela Asset Management User License Packs Hosted (includes 5 named users per pack)	$10,995.00	1.58%	$10,821.28
Accela	MS10AAAMS120613	MS10AAAMS120601	Accela Asset Management Managed Service Fees	$500.00	1.58%	$492.10
Accela	LC10CAAMU050613	LC10CAAMU050601	Accela Asset Management User License Packs (includes 5 named users per pack)	$10,995.00	1.58%	$10,821.28
Accela	LC10CAAMSV50613	LC10CAAMSV50601	Accela Asset Management Server Software (includes 5 named users)	$54,995.00	1.58%	$54,126.08
Accela	MI100AAMM120613	MI100AAMM120601	Accela Asset Management Annual Maintenance and Support	$0.00	0.00%	$0.00
Accela	LC10AACAMOD0613	LC10AACAMOD0601	Accela Citizen Access Module Fee, Accela Hosted	$10,995.00	1.58%	$10,821.28
Accela	LC10AACASV10613	LC10AACASV10601	Accela Citizen Access Server Software Hosted	$10,995.00	1.58%	$10,821.28
Accela	LC10AACAUP00613	LC10AACAUP00601	Accela Citizen Access Population Fee Hosted	$0.08	1.58%	$0.08
Accela	MS10AACA0000613	MS10AACA0000601	Accela Citizen Access Annual Managed Service Fees	$0.04	1.58%	$0.04
Accela	LC10CACAMOD0613	LC10CACAMOD0601	Accela Citizen Access Module Fee	$10,995.00	1.58%	$10,821.28
Accela	LC10CACASV10613	LC10CACASV10601	Accela Citizen Access Server Software	$10,995.00	1.58%	$10,821.28
Accela	LC10CACAUP00613	LC10CACAUP00601	Accela Citizen Access Population Fee	$0.08	1.58%	$0.08
Accela	MI100ACAM120613	MI100ACAM120601	Accela Citizen Access Annual Maintenance and Support	$0.00	0.00%	$0.00
Accela	LC10AGISSV50613	LC10AGISSV50601	Accela GIS Server Software Hosted (includes 5 named users)	$10,995.00	1.58%	$10,821.28
Accela	LC10AGISU050613	LC10AGISU050601	Accela GIS User License Packs Hosted (includes 5 named users)	$3,295.00	1.58%	$3,242.94
Accela	MS10AGIS0000613	MS10AGIS0000601	Accela GIS Annual Managed Service Fee	$25.00	1.58%	$24.61
Accela	LC10CGISSV50613	LC10CGISSV50601	Accela GIS Server Software (includes 5 named users)	$10,995.00	1.58%	$10,821.28
Accela	LC10CGISU050613	LC10CGISU050601	Accela GIS User License Packs (includes 5 named users)	$3,295.00	1.58%	$3,242.94
Accela	MI100GISM120613	MI100GISM120601	Accela GIS Annual Maintenance and Support	$0.00	0.00%	$0.00
Accela	LC10AALMSV50613	LC10AALMSV50601	Accela Land Management Server Software Hosted (includes 5 named users per pack)	$54,995.00	1.58%	$54,126.08
Accela	LC10AALMU050613	LC10AALMU050601	Accela Land Management User License Packs Hosted (includes 5 named users per pack)	$10,995.00	1.58%	$10,821.28
Accela	MS10AALMS120613	MS10AALMS120601	Accela Land Management Managed Service Fees	$500.00	1.58%	$492.10
Accela	LC10CALMSV50613	LC10CALMSV50601	Accela Land Management Server Software (includes 5 named users)	$54,995.00	1.58%	$54,126.08
Accela	LC10CALMU050613	LC10CALMU050601	Accela Land Management User License Packs (includes 5 named users per pack)	$10,995.00	1.58%	$10,821.28
Accela	MI100ALMM120613	MI100ALMM120601	Accela Land Management Annual Maintenance and Support	$0.00	0.00%	$0.00
Accela	LC10AALCSV50613	LC10AALCSV50601	Accela Licensing and Case Mgt Server Software Hosted (includes 5 named users)	$54,995.00	1.58%	$54,126.08
Accela	LC10AALCU050613	LC10AALCU050601	Accela Licensing and Case Mgt User License Packs Hosted (includes 5 named users per pack)	$10,995.00	1.58%	$10,821.28
Accela	MS10AALCS120613	MS10AALCS120601	Accela Licensing and Case Mgt Managed Service Fees	$500.00	1.58%	$492.10
Accela	LC10CALCSV50613	LC10CALCSV50601	Accela Licensing and Case Mgt Server Software (includes 5 named users)	$54,995.00	1.58%	$54,126.08
Accela	LC10CALCU050613	LC10CALCU050601	Accela Licensing and Case Mgt User License Packs (includes 5 named users per pack)	$10,995.00	1.58%	$10,821.28
Accela	MI100ALCM120613	MI100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support	$0.00	0.00%	$0.00
Accela	LC10AAMOSV50613	LC10AAMOSV50601	Accela Mobile Office Server Software Hosted (includes 5 named users)	$49,994.99	1.58%	$49,205.07
Accela	LC10AAMOU050613	LC10AAMOU050601	Accela Mobile Office User Packs Hosted (includes 5 named users)	$10,995.00	1.58%	$10,821.28
Accela	MS10AAMO0000613	MS10AAMO0000601	Accela Mobile Office Annual Managed Service Fees	$100.00	1.58%	$98.42
Accela	LC10CAMOSV50613	LC10CAMOSV50601	Accela Mobile Office Server Software (includes 5 named users)	$49,994.99	1.58%	$49,205.07
Accela	LC10CAMOU050613	LC10CAMOU050601	Accela Mobile Office User Packs (includes 5 named users)	$10,995.00	1.58%	$10,821.28
Accela	MI100AMOM120613	MI100AMOM120601	Accela Mobile Office Annual Maintenance and Support	$0.00	0.00%	$0.00
Accela	LC10AAPHSV50613	LC10AAPHSV50601	Accela Public Health & Safety Server Software Hosted (includes 5 named users per pack)	$54,995.00	1.58%	$54,126.08
Accela	LC10AAPHU050613	LC10AAPHU050601	Accela Public Health & Safety User License Packs Hosted (includes 5 named users per pack)	$10,995.00	1.58%	$10,821.28
Accela	MS10AAPHS120613	MS10AAPHS120601	Accela Public Health and Safety Managed Service Fees	$500.00	1.58%	$492.10
Accela	LC10CAPHSV50613	LC10CAPHSV50601	Accela Public Health & Safety Server Software (includes 5 named users)	$54,995.00	1.58%	$54,126.08
Accela	LC10CAPHU050613	LC10CAPHU050601	Accela Public Health & Safety User License Packs (includes 5 named users per pack)	$10,995.00	1.58%	$10,821.28
Accela	MI100APHM120613	MI100APHM120601	Accela Public Health & Safety Annual Maintenance and Support	$0.00	0.00%	$0.00
Accela	LC10AASRSV50613	LC10AASRSV50601	Accela Service Request Server Software Hosted (includes 5 named users)	$21,995.00	1.58%	$21,647.47
Accela	LC10AASRU050613	LC10AASRU050601	Accela Service Request User License Packs Hosted (includes 5 named users per pack)	$5,495.00	1.58%	$5,408.18

State Term Contract
No. 43230000-14-01
Commercial Off-The-Shelf (COTS) Software

Academic Price List

Contractor: Carahsoft Technology Corporation

Accela	MS10AASRS120613	MS10AASRS120601	Accela Service Request Managed Service Fees	$500.00	1.58%	$492.10
Accela	LC10CASRSV50613	LC10CASRSV50601	Accela Service Request Server Software (includes 5 named users)	$21,995.00	1.58%	$21,647.47
Accela	LC10CASRU050613	LC10CASRU050601	Accela Service Request User License Packs (includes 5 named users per pack)	$5,495.00	1.58%	$5,408.18
Accela	MI100ASRM120613	MI100ASRM120601	Accela Service Request Annual Maintenance and Support	$0.00	0.00%	$0.00
Accela	SS10AACAPOP0013	SS10AACAPOP0001	Accela Citizen Access - Subscription population	$0.03	1.58%	$0.03
Accela	SS10APFMSAS0013	SS10APFMSAS0001	Accela Civic Platform - Subscription User	$2,388.00	1.58%	$2,350.27
Accela	SS70AUTLT05CI01	SS70AUTLT05CI01	Accela Right of Way Mgmt - Utility coord.-Cities/Towns T05 P350-500K	$60,000.00	1.58%	$59,052.00
Accela	SV700PLTSUP0001-05	SV700PLTSUP0001	Right of Way Management -Platinum Support Services T05 P350-500K	$15,000.00	1.58%	$14,763.00
Access Data	901175	901175	ACCESSDATA SILENTRUNNER SMS	$10,000.00	5.00%	$9,500.00
Access Data	901166	901166	ACCESSDATA ENTERPRISE TRAVEL BUNDLE	$10,000.00	5.00%	$9,500.00

December 18th, 2015

St. Pete Beach, FL
155 Corey Avenue
St. Pete Beach, FL 33706

Dear Ms. Bryla,

Thank you for your interest in Accela. This letter is to verify and confirm that our premier partner and Value Added Reseller Avocette is a sole source services provider and will spearhead the training and services proposed to St. Pete Beach, FL for the complete implementation of our Land Management solution.

Sincerely,

Jay Grewe
Business Development Executive
Accela, Inc.
jgrewe@accela.com
716.510.4257 - Mobile

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into agreement with USA Voltage, LLC for $211,200 to provide underground utility service connections for the Pass-A-Grille Way North Reconstruction project.

Date: January 26, 2016

Prepared By: John J. Kretzer, Interim Public Services Director

Summary of Issue: The undergrounding of overhead utility lines is included in the scope of services to be performed during the Pass-A-Grille Way North Reconstruction project. This includes service lateral connections for each residential and commercial property on Pass-A-Grille Way. The General Contractor selected for this project, David Nelson Construction, had included in their bid an estimated cost of $840,000 for these connections.

In an attempt to reduce the overall cost of the project, the City elected to remove this item (along with a few others) from Nelson's scope and solicit this service directly. As a result of this solicitation, the City received a single sealed bid from USA Voltage, Inc. which contained unit rates for residential and commercial connections with and without existing undergrounded electric service. Upon subsequent determination of 42 service connections, the application of these unit rates results in a proposed total cost of $211,200 for underground utility service connections.

Funding: CIP – Pass-A-Grille Way North Reconstruction

Requested Motion: "I move to authorize the City Manager to generate a purchase order for USA Voltage, LLC for $211,200 to provide underground utility service connections for the Pass-A-Grille Way North Reconstruction project."

Attachments: Proposal Revision, dated January 10, 2016

Reviewed by City Manager: WS __________

USA Voltage LLC, Electrical Contractors
11060 70th Ave. Seminole, FL33772
License EC13004856
727-798-9501

Job #15-139 PROPOSAL REVISION 1 01-10-16

Underground utility service connections for Pass-A-Grille way north

Customer Information:
City St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

1-single residence with 240/120 volt single phase Duke, Bright House &Verizon

- 60' supply and install 3-2" HDPE conduit with draw strings……….$3,500.00
- Supply and install 1 new 200 amp meter can and secondary conductors from new meter to existing panel (6' maximum length)..$600.00
- Supply 1 grounding electrode system………………………………$100.00
- Supply and install 1 type 1 surge arrestor…………………………...$100.00
- Supply and install 75' of 4/0 aluminum XHHW wire………………$1,200.00

TOTAL…………………………………………………………………$5,600.00

Residence that comply with this category Located on Pass-A-Grille way:
2302,2304,2300,2100,2201,2307,2331,2401,2505,2507,2601,2607,2701,2703,2707, 2903,2905 and 3305

TOTAL THIS CATEGORY………………………………………$100,800.00

1-single residence with Bright House and Verizon only conduits and relocate the existing Duke Energy 240/120 volt single phase Pedestal feeder

- 60’ Supply and install 2-3” HDPE conduit
- Extend onto utility provided pedestals
- Supply and install draw strings
- Extend the existing underground fed into a new Duke Energy pedestal
- Provide 1 surge arrestor

TOTAL……………………………………………………………$4,600.00

Residence that comply with this category located on Pass-A-Grille Way: 2103,2105,2107,2405,2409,3603,2605,2801,2803,2805,2806,2807,2809,2811,2815, 2900,2901,2907,2909,2911,2913,2915,2917 and 3001

TOTAL THIS CATEGORY……………………………………………..$110,400.00

TOTAL FOR THE 42 RESIDENCE LISTED ABOVE…………….$211,200.00
PERMFORMANCE BOND IF REQUIRED………………………...$6,336.00

Thank you,

Darrell Heard
USA Voltage
727-798-9501

St. Pete Beach City Commission
Agenda Report

Issue Considered: Boating Infrastructure Grant - Community Center Dock Project

Date: January 26, 2016

Prepared By: Wayne Saunders, City Manager WS

Summary of Issue: In August of 2011 the City Commission approved the submittal of a grant application to the Florida Fish and Wildlife Conservation Commission for the construction of a 12 slip floating dock adjacent to the Community Center. The grant request was for $219,750 with a total project cost of $293,000 which included $20,000 for engineering fees. The project was described as 2,439 sq. ft. floating dock accommodating 12 transient slips connected to a boardwalk that would be part of a larger proposed marina project that would consist of 46 permanent slips and 24 transient slips. The City engaged Woods Consulting to assist in the design and required permitting/authorizations. All required permits and authorizations from Pinellas County, FDEP and ACOE have been granted. In December we received the enclosed grant documents from Florida Fish and Wildlife. The City has until January 31, 2016 to accept the grant award of $219,750. The grant requires that construction must commence within six months of grant acceptance and be completed no later than September 2016. Our adopted Capital Improvement Plan allocates $294,000 for construction with funding from grant plus $101,065 from Penny for Pinellas but is scheduled for 2017.

In reviewing the plans and permit applications prepared by Woods Consulting we found that the floating dock increased from 2,429 sq. ft. as shown in the grant application to 3,502 sq. ft. and the number of slips decreased from 12 to 10. The plans also show a 3,664 square foot boardwalk along the seawall that the floating dock will connect to. The grant document references the boardwalk with an estimated cost of $50,000 which was part of the total estimated cost of $293,000 but is unrealistic for a 3,664 sq. ft. boardwalk. We have received an updated cost estimate from Woods Consulting totaling $670,000.

If the Commission decides to move forward with the project we will need to appropriate an additional $376,000 and amend our CIP to move the project into the FY2016 budget. The required additional funding could come from a re-prioritization of projects within the CIP or an allocation from reserves.

The grant does require that we provide utilities to the slips including waste disposal services and that all fees derived from the project must be used for the operation and maintenance of the facility. We do not anticipate the need for any additional personnel to operate the facility if constructed. With only 10 slips, we are confident that the Recreation and Public Services Departments could provide adequate management of the facility.

Funding: $294,000 CIP, $376,000 TBD

To accept the grant and move forward with the project, the following motion is recommended:

I move to accept the grant award of $219,750 from the Florida Fish and Wildlife Conservation Commission for the Community Center Doc k Project.

To not accept the grant:

No motion required

Attachments: Boating Infrastructure Grant Agreement

Florida Fish and Wildlife Conservation Commission

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

December 23, 2015

Mr. Wayne Saunders
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

RE: Boating Infrastructure Grant (BIG) Program Grant, Tier II
St. Pete Beach Transient Docks - FWC 15224

Dear Mr. Saunders:

Enclosed are two (2) originals of the BIG Program Grant. Please review, have your delegated authority sign where indicated, and return both originals to me. Upon full execution an original will be returned to you. Attachment B – Certifications and Assurances must also be reviewed and signed on Page 4.

PLEASE NOTE we must have this Agreement fully executed on or before January 31, 2016 or the funding may not be available. Any assistance you can provide to process this through the City to meet this deadline, would be appreciated

If you have questions or need further information, please contact me at 850-617-9538 or patricia.harrell@myfwc.com.

Sincerely,

Patricia Harrell
Patricia Harrell
BIG Program Administrator
Boating and Waterways

/ph
Enclosures

RECEIVED
DEC 29 2015
CITY MANAGER'S OFFICE

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 15224

CFDA Title(s): Boating Infrastructure Grant Program, Tier II	**CFDA No(s).:** 15.622
Name of Federal Agency(s): US Fish and Wildlife Service	
Federal Award No(s): FL Y-F13AP00406	**Federal Award Year(s):** 2015
Federal Award Name(s): City of St. Pete Beach Transient Docks	
CSFA Title(s).: N/A	**CSFA No(s).:** N/A
State Award No(s).: N/A	**State Award Year(s):** N/A
State Award Name(s): N/A	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and City of Gulfport, FEID # 59-6000406, whose address is 155 Corey Avenue, St. Pete Beach, FL 33706, the Commission is the Grantee for the federal award and the City of Madeira Beach is the subrecipient which will we will identify, hereinafter "Grantee."

WHEREAS, the Commission and Grantee have partnered together to fund the City of St. Pete Beach Transient Docks through the Boating Infrastructure Grant Program (BIGP), from the US Fish and Wildlife Service; and,

WHEREAS, Grantee has been awarded a BIGP Tier II project, City of St. Pete Beach Transient Docks Award No. FL Y-F13AP00406 as the subrecipient ; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.** The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 09/30/2036. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 10/01/2015. For this agreement, the retroactive start date was approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs may be eligible for reimbursement. Details of allowable expenses are included in Attachment A (Scope of Work). If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $219,750 which includes pre-award costs for engineering services which is allowed for reimbursement by the Commission.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph eleven (11) below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, or the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **CERTIFICATIONS AND ASSURANCES.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes: Debarment and Suspension Certification; Certification Against Lobbying; Certification Regarding Public Entity Crimes; and Certification Regarding the Scrutinized Companies List (applicable to agreements in excess of $1 million); Attachment B, incorporated and made part of this Agreement.

6. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

If the Grant involves the improvement of real property to the State of Florida, then the following paragraph applies. The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. **MONITORING.** The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

9. **TERMINATION.**

A. **Commission Unilateral Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. **REMEDIES.**

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. Cumulative Remedies. The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

11. NOTICES AND CORRESPONDENCE. Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:	**FOR THE GRANTEE:**
Grant Manager	Grant Manager
Patricia Harrell	Wayne Saunders
BIGP Administrator	City Manager
Boating and Waterways	City of St. Pete Beach
620 S Meridian Street, MS 1M	155 Corey Avenue
Tallahassee, FL 32399	St. Pete Beach, FL 33706
850-617-9538	727-363-9231
850-488-9284	727-363-9234
Patricia.Harrell@MyFWC.com	citymanager@stpetebeach.org

12. AMENDMENT.

A. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. Change Orders. The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulation. The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. INTELLECTUAL PROPERTY RIGHTS.

A. Grantee's Preexisting Intellectual Property (Proprietary) Rights. Unless specifically addressed in the Attachment A, Scope of Work, intellectual property rights to the Grantee's preexisting property will remain with the Grantee. The Grantee shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Grantee.

B. Proceeds Related to Intellectual Property Rights. Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

C. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

14. RELATIONSHIP OF THE PARTIES.

A. **Independent Grantee.** The Grantee shall perform as an independent Grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Grantee, at its expense, will defend the Grantor against such claims. The following provisions apply, in addition to any terms and conditions included in Attachment A, Scope of Work.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, the Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

C. **Commission Right to Reject Subcontractor Employees.** The Commission shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

A. **Disclosure of Interested State Employees.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates.

B. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Agreement Manager, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

17. INSURANCE.

A. Reasonably Associated Insurance. During the term of the Agreement, the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation. To the extent required by Chapter 440, F.S., the Grantee will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Grantee, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance. By execution of this Agreement, unless the Grantee is a state agency or subdivision as defined by Section 768.28(2), F.S., or unless otherwise provided for in the Scope of Work, the Grantee shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance. During the Agreement term, the Grantee shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A, Scope of Work.

E. Written Verification of Insurance. Upon execution of this Agreement, the Grantee shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Commission's Grant Manager proof of applicable insurance coverage by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Commission's Grant Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible. The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

18. PUBLIC ENTITY CRIMES.

A. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

B. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

19. VENDORS ON SCRUTINIZED COMPANIES LIST.

A. **Scrutinized Companies.** If this Agreement is in the amount of one (1) million dollars or more, in executing this Agreement, the Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., and is not engaged in business operations in Cuba or Syria.

B. **False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.

C. **False Certification – Termination Notice.** If the Commission determines that the Grantee has submitted a false certification, the Commission will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that the Commission's determination of false certification was made in error, the Commission shall bring a civil action against the Grantee. If the Commission's determination is upheld, a civil penalty equal to the greater of two million dollars ($2 million) or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any agreement with an agency or local governmental entity for three (3) years after the date of the Commission's determination of false certification by the Grantee.

D. **Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

20. SPONSORSHIP. As required by Section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

21. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. Pursuant to Section 119.0701, F.S., the Grantee shall comply with the following:

a. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
b. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Grantee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

22. SECURITY AND CONFIDENTIALITY. The Grantee shall maintain the security of any information created under this Agreement that is identified or defined as "confidential" in Attachment A, Scope of Work. The Grantee shall not divulge to third Parties any confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

23. RECORD KEEPING REQUIREMENTS.

A. Grantee Responsibilities. The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Grantee Books, Documents, Papers, and Records. The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Fuuding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

24. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS. Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Circular A-133, the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

25. NON-EXPENDABLE PROPERTY.

A. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and uncirculated hardback-covered bound books, with a value or cost of $250 or more).

B. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

26. FEDERAL FUNDS. **This Contract relies on federal funds, therefore, the following terms and conditions apply:**

A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. **Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction agreements awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other agreements which involve the employment of mechanics or laborers)
- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

C. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget Circulars:

- A-21 (2 CFR 220), Cost principles for Educational Institutions
- A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
- A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations
- A-133, Audit of States, Local Governments, and Non-Profit Organizations
- A-102, Grants and Cooperative Agreements with State and Local Governments
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations

D. **Certifications and Assurances – Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Drug-Free Workplace Requirement Certification.

E. **Trafficking Victims Protection Act of 2000.** This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If the Grantee is a private entity, the following provision applies to the federal award:

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--

a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
b. Procure a commercial sex act during the period of time that the award is in effect; or
c. Use forced labor in the performance of the award or subawards under the award.

27. **DEBARMENT AND SUSPENSION.**

A. **Grantee Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

B. **Grantee Commission Certification.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, Certifications and Assurances. This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

28. PROHIBITION AGAINST LOBBYING.

A. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

B. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

C. **Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.

D. **Grantee's Completion of Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Lobbying.

29. AGREEMENT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

30. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.
The Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work.

31. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit

or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

32. INDEMNIFICATION. If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

33. NON-DISCRIMINATION.

A. **Non-Discrimination in Performance.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. **Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

34. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

35. NO THIRD PARTY RIGHTS. The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

36. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

37. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

38. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

39. **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable

measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

40. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for the Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A, Scope of Work.

41. **ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

CITY OF ST. PETE BEACH	**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**
SIGNATURE	SIGNATURE
Name:	Name:
Title:	Title:
Date:	Date:

Approved as to form and legality by FWC Attorney:

Quilla Miralia
SIGNATURE

Name: Quilla Miralia

Date: 12/21/15

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Attachment	D	Copy of Grant Award from US Fish and Wildlife Service
Attachment	E	50 CFR Part 86 Boating Infrastructure Grant Program Final Rule
Attachment	F	Progress Report Form
Attachment	G	Certificate of Completion Form
Attachment	H	Sample Invoice Form
Attachment	I	Cost Reimbursement Contract Payment Requirement

Attachment A – SCOPE OF WORK

Project Name:	BIGP Tier II – City of St. Pete Beach – St. Pete Beach Transient Docks	FWC Contract No.	15220

INTRODUCTION AND BACKGROUND

This project is located in the City of St. Pete Beach along the Intracoastal Waterway adjacent to the St. Pete Beach Community Center. It includes restrooms and showers, aquatic center, playground, full-size gym, and other recreational opportunities in the Center and surrounding park and business area. This project will provide up to 12 transient slips to an area that has a documented need for transient boaters traversing the Intracoastal Waterway in an area that has little public-owned transient facilities.

PURPOSE AND BENEFIT

This project will provide safe and efficient new access for transient boaters and provide significant economic impact to the City of St. Pete Beach by attracting transient boaters to the area with the new facilities.

DELIVERABLES

- New 213' long X 8' wide floating dock with an 84' long X 8' wide T-dock on the end that will provide 12 transient slips with utilities
- New Terminal platform that will connect to the boardwalk/seawall
- New 3,664 square foot boardwalk along the seawall
- Educational signage

Tasks

- Construct 3,664 square foot boardwalk along existing seawall
- Construct terminal platform that consists of 12' approach connected to the board walk, 36' long X 6' wide fixed ramp connected to the approach and intermediate platform, 24' X 12' intermediate platform, 24' long X 12' wide terminal platform connected to the floating dock, and 30' long X 6' wide gangway connected to the intermediate platform and the terminal platform
- Construct a 213' long X 8' wide floating dock with an 84' long X 8' wide t-dock that will accommodate 10-12 transient boats, 26'-40' long
- Install dockside utilities
- Install educational signage as required by permit

Term of Agreement

The Term of the Agreement includes Phase I – Performance and Phase II – Management. As authorized by the Boating Infrastructure Grant Program award and subsequent grant from the US Fish and Wildlife Service, the begin date of the grant is October 1, 2015. All tasks and deliverables must be completed during Phase I of the Agreement that ends September 30, 2016.

Project Name:	BIGP Tier II – City of St. Pete Beach – St. Pete Beach Transient Docks	**FWC Contract No.**	15220

Phase II includes a 20-year period from the end of Phase I, or September 30, 2016, for which the Grantee provides that the Project and the real property associated with the Project shall remain in public ownership and managed for the purpose of recreational boating access for transient vessels 26' or larger with transient defined as a 15-day stay or less, in accordance with applicable Federal and State law.

PERFORMANCE

All tasks and deliverables must be completed on or before the end date of Phase I – Performance on or before September 30, 2016.

Commence Work - The Grantee shall commence work on the Project within six (6) months of execution of this Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and result in termination of the Agreement by the Commission.

Criteria for Evaluating Successful Completion – The Grantee shall complete the project as described in this Scope of Work; the Boating Infrastructure Grant Program (BIGP), Tier II application; incorporated herein by reference; and the resulting BIGP grant award from the US Fish and Wildlife Service, FL Y-F13AP00406, incorporated herein as Attachment D. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

Phase II – Management – Phase II – Management shall include the entire period of the Agreement for which the Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the Project, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in Phase I of this Agreement. Grantee shall ensure that facilities built pursuant to this Agreement must be substantial structures lasting at least through the Agreement end date operated and maintained for their intended purpose during that period.

Site Dedication - The Grantee agrees that land owned by the Grantee that is developed with funds from this Agreement shall be dedicated through the Agreement end date as a site for the use and benefit of the public. The dedication shall be recorded in public property records by the Grantee. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) and developed with funds from this Agreement shall be managed by the Grantee for a minimum period through the Agreement end date. Title to all improvements shall be retained by the Grantee upon final payment by the Commission. Should the Grantee, within the Agreement end date, convert all or any part of the Project to other than Commission approved uses, the Grantee shall replace the area, facilities, resource or site at its own expense with a Project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes during this period and not replaced with a like Project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered for the original Project.

Attachment A – SCOPE OF WORK

Project Name:	BIGP Tier II – City of St. Pete Beach – St. Pete Beach Transient Docks	FWC Contract No.	15220

BIGP Rule - The Grantee agrees to construct, operate and maintain the Project according to all provisions of Attachment E, Boating Infrastructure Grant Program Final Rule, 50 CFR Part 86, attached and made part of this Agreement. The Grantee further agrees to comply with all other applicable federal, state, and local rules and regulations in providing services to the Commission under this Agreement. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Permit Requirements - The Grantee agrees to adhere to all permits requirements of the Project.

Historic Preservation Requirements – Bids and any construction documents shall include the following special conditions:

- If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Grantee shall contact the Commission and the State Historic Preservation Office at 850-245-6300, and project activities shall not resume without verbal and/or written authorization.
- In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

Acknowledgement - The Grantee, at its expense, shall acknowledge the Boating Infrastructure Grant Program as a funding source for the Project as described below. Any other form of acknowledgement must be approved by the Commission's Grant Manager. Such acknowledgement shall be maintained for the duration of the Agreement. Failure by the Grantee to maintain such acknowledgement shall be considered a breach of the Agreement.

A. Upon completion of the purchase, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Sport Fish Restoration (U.S. Fish and Wildlife Service) official logo and the Commission's logo.
B. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site.

Transient Dock Fees: GRANTEE agrees that all fees derived from usage of the Project, during Phase II, will be used for the operation and maintenance of the St. Pete Transient Dock facilities.

Site Inspection(s) - The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agents for the duration of the Agreement for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility.

Project Name:	BIGP Tier II – City of St. Pete Beach – St. Pete Beach Transient Docks	**FWC Contract No.**	15220

Project Progress Reports - The Grantee shall submit to the Commission, on a quarterly basis, project progress reports outlining the progress of the Project during Phase I - Performance, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as Attachment F. Reports are due to the Commission by the 15th of the month immediately following the reporting period until the Project is complete. The Grantee shall provide photographs with the progress documenting the reported progress. As part of the progress report, the Grantee will update and submit a spreadsheet based on budget items that will be provided to the Grantee upon full execution of the Agreement.

Certification of Completion - Upon completion both tasks, the Grant Manger shall sign a Certification of Completion form, provided by the Commission (Attachment G), which certifies Phase I of the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion form.

Financial Consequences

Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliance with the terms, and payment will not be processed until all deliverables and performance has been documented, reviewed and approved.

Compensation and Payment

The total approved estimated project cost for the BIGP Project Phase I - Performance is $311,035. The Commission agrees to reimburse the Grantee for an amount not to exceed $219,750, or 70.6% of the total project cost, whichever is less, for satisfactory completion by the Grantee of the Project Phase I – Performance. Total compensation includes costs incurred from the begin date of and pre-award costs for engineering, design and permitting. The Grantee agrees to provide a minimum of 29.4% of the total project cost or $91,285, whichever is less, toward completion of the BIGP Project, Phase I – Performance, and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project Phase I - Performance.

The Grantee may submit a request for reimbursement that includes an invoice in a format similar to Attachment H, Sample Invoice Form, and shall include the FWC Contract Number, the Grantee's Federal Employer Identification (FEID) Number, indicate the dates of service, and an itemized list of expenditures, and supporting documentation showing proof of payment for all project expenditures. An original and two (2) copies of the request for reimbursement shall be submitted. The Commission shall have up to 30 days to review and approve the invoice for payment. Any errors or insufficient supporting documentation will delay payment of the invoice when it is submitted and the 30 days to review by the Commission may begin again.

Invoice(s) may be submitted no more frequently than quarterly or at the completion of the Project. Partial payments will be based on the percentage of completion of the tasks during that period, as clearly documented by the completed Partial Payment Request portion of the Sample Invoice Form

Project Name:	BIGP Tier II – City of St. Pete Beach – St. Pete Beach Transient Docks	**FWC Contract No.**	15220

and the supporting documentation submitted with the invoice. If partial payments are requested, they cannot exceed more than 90% of the total cost prior to the completion of the Project Phase I – Performance. The final payment request cannot be for less than 10% of the total cost.

The Grantee shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment I.

Travel expenses are not approved expenditures under this Agreement.

The Commission shall have up to 45 days to inspect the Project. If there are deficiencies noted in the final Project inspection, these shall be corrected by the Grantee prior to final Project acceptance and payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Attachment B
CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Grantee completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee provides the following certifications and assurances:

A. **Debarment and Suspension Certification (2 CFR Part 1400)**

B. **Certification Regarding Lobbying (31 U.S.C. 1352)**

C. **Certification Regarding Public Entity Crimes (section 287.133, F.S.)**

D. **Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**

E. **Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Grantee certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Grantee certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Grantee understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Grantee is a Recipient of Subrecipient of Federal Financial Assistance)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
    a. The dangers of drug abuse in the workplace.
    b. The policy of maintaining a drug-free workplace.
    c. Any available drug counseling, rehabilitation and employee assistance programs.
    d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.

4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:
    a. Abide by the terms of the statement.

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
    a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
    b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Grantee also hereby certifies that it is not engaged in business operations is Cuba or Syria.

Grantee understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant.

By signing below, Grantee certifies the representations outlined in parts A through E above are true and correct.

____
(Signature and Title of Authorized Representative)

____
Grantee Date

____
(Street)

____
(City, State, ZIP Code)

Attachment C
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor may be subject to audits and/or monitoring by the Commission as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

A. This part is applicable if the Contractor is a State or local government, non-profit organization, or for profit, as defined in OMB Circular A-133, as revised.

B. In the event that the Contractor expends $500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. Such audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

E. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.

F. If the Contractor expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than Federal entities).

G. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Contractor shall ensure that the audit complies with the requirements of section 215.97(7), F.S. This includes submission of a financial reporting package as defined by section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Contractor expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Contractor expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at:
https://apps.fldfs.com/fsaa/singleauditact.aspx.

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this

Attachment shall be submitted by or on behalf of the Contractor directly to each of the following at the address indicated:

1. The Commission at the following address:

    Chief Financial Officer
    Florida Fish and Wildlife Conservation Commission
    Bryant Building
    620 S. Meridian St.
    Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse):

    Federal Audit Clearinghouse
    Bureau of the Census
    1201 East 10th Street
    Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

B. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph c.) below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Contractor directly to each of the following:

1. The Commission at the following address:

    Chief Financial Officer
    Florida Fish and Wildlife Conservation Commission
    Bryant Building
    620 S. Meridian St.
    Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

    Auditor General's Office
    G74 Claude Pepper Building
    111 West Madison Street
    Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors and sub-contractors, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor/sub-contractor in correspondence accompanying the reporting package.

- End of Attachment C –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
15.622	Boating Infrastructure Grant Program	$219,750
	Total Federal Awards	$219,750

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**
15.622	50 CFR Part 86 Boating Infrastructure Grant Program Final Rule

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	N/A	
	Total Matching Funds Associated with Federal Programs	

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
	N/A	
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
	N/A

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- End of EXHIBIT 1 -

St. Pete Beach City Commission
Agenda Report

Issue Considered: Review of City Attorney Retainer Agreement.

Date: January 26, 2016

Prepared By: Wayne Saunders, City Manager WS

Summary of Issue: The City Commission asked that the City Attorney's Retainer Agreement be placed on an agenda for review of the level of compensation. Attached is the original agreement entered into on August 18, 2014 providing for an hourly rate of $180.00. Also attached is a revised agreement for consideration dated December 17, 2015. The rate on page 2 of the agreement is left blank as Mr. Dickman has not provided a suggested adjustment and has indicated that he prefers to leave that to the discretion of the Commission.

Requested Motion: "I move that the City Attorney Retainer Agreement be modified to provide for an hourly rate of $_______ and authorize the Mayor and City Manager to sign the revised Retainer Agreement with an effective date of February 1, 2016."

Attachment: Original Retainer Agreement and Proposed Retainer Agreement.

ANDREW W. J. DICKMAN

Attorney at Law

Miami	**Naples**
T: (305) 758-3621	T: (239) 434-0840
F: (305) 758-0508	F: (239) 434-0940

August 18, 2014

Elaine Edmunds, Interim City Manager
Honorable Maria Lowe, Mayor
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Attorney Retainer Agreement & Authority to Represent

Dear Ms. Edmunds & Mayor Lowe:

I am pleased that you have engaged my law firm to serve as the City of St. Pete Beach's legal counsel. My representation is limited to the scope of services as described below. It is my policy to confirm in writing the nature of the engagement and the terms of my legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact me prior to signing this engagement agreement.

Acknowledgments. On July 14, 2014, the city received proposals for legal services in response to its Request for Qualifications for Legal Services. Attorney Andrew Dickman was selected by the City Commission on August 12, 2014, to fill the role of City Attorney under the terms and conditions set forth in this Agreement.

Scope of Representation. I have been engaged to represent the City of St. Pete Beach for the purpose of "City Attorney" pursuant to Section 2-150 and 2-152 (employment of special counsel) of the city's code of ordinances. Specifically, I shall:

1. Be attorney of record in all civil suits, actions and legal proceedings wherein the city, city commission, city manager, departments, boards or city officials or employees are parties by virtue of their official positions or official actions except as provided in section 2-152 (employment of special counsel);

2. Institute and prosecute all eminent domain proceedings and other civil suits, actions and legal proceedings authorized by the city commission except as provided in section 2-152 (employment of special counsel);

3. Defend all civil suits, actions and legal proceedings brought against the city except as provided in section 2-152 (employment of special counsel);

4. In connection with 1, 2 and 3 above, advise the city commission regarding legal matters that require employment of special counsel, as authorized in section 2-152, assist in retaining said special counsel, coordinate with special counsel as needed, and report status of special counsel matters to the city commission.

5. Serve as legal advisor to the city commission, the city manager, and through the office of the city manager, advise personnel as designated by the city manager and city boards who are not authorized to retain separate counsel;

6. Render written legal opinions requested by the city commission or city manager on matters relating to city government and the interpretation, construction and meaning of the Charter, statutes,

ordinances, resolutions and contracts affecting or pertaining to city government;

7. Prepare or review and approve as to form and legal sufficiency all city ordinances, resolutions, deeds, contract documents and other legal instruments affecting or pertaining to the city;

8. Attend and be present at all regular and special meetings of the City Commission, unless excused from attending by the mayor (the second and fourth Tuesday of the month at 6:00 PM), attend the Board of Adjustments meetings (the last Wednesday of the month at 2:00 PM), and attend the Planning Board meetings (the third Tuesday of the month at 4:00 PM);

9. Perform such other duties, powers and responsibilities as assigned by the city commission.

It is understood that attorney Andrew Dickman will be a part-time city official engaged in the private practice of law, has other clients throughout Florida and should be contacted in advance (by email or/and telephone) to schedule available meeting dates and times.

Legal Fees. I will submit a detailed invoice to the city every thirty days. Expenses will be separately stated on the invoice and my fees will be charged as indicated below. My billing invoices are due and payable upon presentation, and are overdue if not paid within thirty (30) days of the date set forth on the invoices. My hourly fees are based upon the time expended by me and legal staff on the scope of services above. My fees will be based on the actual amount of time spent on scope of services, which will be measured in tenths (0.1) of an hour. The hourly billing rates of this firm are as follows:

Andrew Dickman	$180 per hour	Attorney
TBA	$150 per hour	Associate Attorney
TBA	$75-50 per hour	Paralegal/Legal Asst.

The hourly rates set forth in this Agreement may be modified or adjusted from time to time upon request and approval of both parties. No retainer shall be required under this Agreement.

If any controversy, dispute or claim arises concerning fees, charges, performance of legal service, or any other aspect of this Firm's representation of the City, the prevailing party will be entitled to recover from the losing party all costs and expenses incurred in prosecuting or defending any litigation or arbitration, including, without limitation, reasonable attorneys' fees and costs at trial, in arbitration, and on appeal.

Expenses. Expenses I incur are charged to the City's account. Expenses may include such items as court costs, filing fees, the use of our facsimile and photocopying machines, travel expenses for the City beyond Pinellas County under the scope of services, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, fees of court reporters and charges for depositions, fees for expert witnesses, and other expenses the Firm incurs on your behalf. Charges for these services reflect my actual out-of-pocket costs based on usage. The city may be asked to pay vendors / expenses in excess of $200 directly to the vendor.

Opinions. Either at the beginning or during the course of this representation, I may express an opinion or belief concerning a matter or course of action, and the results that may be anticipated. Any such statement is intended to be an expression of opinion only, based on my experience in the subject matter and the information available to the attorney at the time, and should not be construed as a promise or guarantee of any particular result. The city acknowledges that the firm makes no guarantees regarding the results to be obtained in litigation matters. The City also acknowledges that this firm shall have the right to withdraw if the city fails to cooperate in regard to this matter or made or makes any material misrepresentation or fails to disclose any material facts or fails to follow the firm's advice.

Litigation Matters. If this engagement involves litigation, the city may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. I will not settle litigated matters without the city's express consent. I require the city's active participation in all phases of the case.

Authorization/Cooperation. By the city's agreement to these terms of my representation, the city authorizes me to take any and all action I deem advisable on the city's behalf under the scope of services above. I will, whenever possible, discuss with the city in advance any significant actions I intend to take. I will endeavor to keep you informed of progress and developments, and respond to your inquiries in a timely manner. To enable me to render these services effectively, you agree to fully cooperate with me, provide needed documentation and information needed for litigation, to disclose fully and completely all facts relevant to the matter or that may otherwise be requested, and to keep us apprised of any developments relating to the matter.

I shall assure that service is rendered promptly and efficiently. I shall be an independent contractor and shall maintain a fully functioning law office with the support necessary to carry out the terms of this Agreement. This is not a sole and exclusive contract and the City may also choose to hire specialized or substitute counsel in any particular matter at any particular time. Separate, specialized or substitute counsel may only be engaged to represent City where the City Commission or City Manager, with the advice of Attorney, determines that other counsel is necessary and should be employed to represent City in a particular matter.

Withdrawal. Under the rules of professional conduct by which I am governed, I may withdraw from our representation of the city in the event of, for example: nonpayment of fees and expenses; misrepresentation or failure to disclose material facts concerning the scope of services; and action taken by the city contrary to my advice. If such a situation occurs, which I do not expect, I will promptly give the city written notice of my intention to withdraw.

Termination. The City may terminate this Agreement for any reason whatsoever by giving written notice to me after a vote at an advertised and noticed public meeting. I shall remain available to the City, at the City's absolute discretion, for up to ninety (90) days after termination. I may terminate this Agreement for any reason whatsoever by giving written notice to the City, whereupon I shall agree to remain City Attorney for at least ninety (90) days after resignation. The parties are free to agree to mutually extend or shorten these times as may be deemed necessary and appropriate.

Conflict of Interest. During the term of this Legal Services Agreement, Attorney Andrew Dickman and the members of the Firm shall observe the requirements regarding conflict of interest as set forth in Rule 4-1 of the Florida Bar's Rules of Professional Conduct. Neither Attorney Andrew Dickman nor the Firm shall undertake representation of any other clients directly adverse to the City. In the event that I determine that a conflict of interest may arise or has arisen in reference to any legal matter that I am handling for City, I shall promptly notify the City Commission or City Manager. In the event that the conflict cannot be resolved, I shall recommend that the City Commission retain a specially appointed attorney to represent City with respect to the matter.

Notices. All notices under this Agreement shall be in writing and shall be provided to the City at 155 Corey Avenue, St. Pete Beach, Florida, 33706, and to Andrew Dickman, P.A. at P.O. Box 771390, Naples, Florida, 34107. Notices shall be hand delivered or mailed, by certified or registered mail, return receipt requested, to the recipient with sufficient postage to reach the destination or sent by facsimile or electronic mail, in which case notice shall be deemed delivered upon the mechanical confirmation of delivery. The place where notice is given under this paragraph may be changed from time to time by the party entitled to receive it in the same manner that notice is given. Notice given before a change is not invalidated by the change.

Understanding & Acceptance of Terms of Representation. If the foregoing terms and conditions of legal representation are acceptable, please confirm your acceptance by executing this Agreement in the space provided below and return it to my office. This agreement will not become effective and this firm will have no obligation to provide legal services until we receive this signed agreement.

Again, thank you for asking me and my firm to represent the City of St. Pete Beach. Should you have any questions or concerns regarding the terms and conditions contained in this letter agreement, please do not hesitate to contact me.

Very truly yours,

ANDREW W. J. DICKMAN
Law Offices of Andrew Dickman, P.A.

Acceptance of the Terms and Conditions of the Agreement:

We, Elaine Edmunds, Interim City Manager, and Maria Lowe, Mayor, hereby certify that we have read, do understand, and agree to the terms and conditions set forth in this letter agreement.

By: Elaine Edmunds
Elaine Edmunds, Interim City Manager

8-28-14
Date

By: Maria Lowe
Maria Lowe, Mayor

8-28-14
Date

Law Office of Andrew Dickman, P.A.

Miami	Naples	St. Petersburg
T: (305) 758-3621	T: (239) 434-0840	T: (727) 527-7150
F: (305) 758-0508	F: (239) 434-0940	F: (727) 527-7180

December 17, 2015

Wayne Saunders, City Manager
Maria Lowe, Mayor
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Attorney Retainer Agreement & Authority to Represent

Dear Mr. Saunders & Mayor Lowe:

I am pleased that you have engaged my law firm to serve as the City of St. Pete Beach's legal counsel. My representation is limited to the scope of services as described below. It is my policy to confirm in writing the nature of the engagement and the terms of my legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact me prior to signing this engagement agreement.

Acknowledgments. On July 14, 2014, the city received proposals for legal services in response to its Request for Qualifications for Legal Services. Attorney Andrew Dickman was selected by the City Commission on August 12, 2014, to fill the role of City Attorney under the terms and conditions set forth in this Agreement.

Scope of Representation. I have been engaged to represent the City of St. Pete Beach for the purpose of "City Attorney" pursuant to Section 2-150 and 2-152 (employment of special counsel) of the city's code of ordinances. Specifically, I shall:

1. Be attorney of record in all civil suits, actions and legal proceedings wherein the city, city commission, city manager, departments, boards or city officials or employees are parties by virtue of their official positions or official actions except as provided in section 2-152 (employment of special counsel);

2. Institute and prosecute all eminent domain proceedings and other civil suits, actions and legal proceedings authorized by the city commission except as provided in section 2-152 (employment of special counsel);

3. Defend all civil suits, actions and legal proceedings brought against the city except as provided in section 2-152 (employment of special counsel);

4. In connection with 1, 2 and 3 above, advise the city commission regarding legal matters that require employment of special counsel, as authorized in section 2-152, assist in retaining said special counsel, coordinate with special counsel as needed, and report status of special counsel matters to the city commission.

5. Serve as legal advisor to the city commission, the city manager, and through the office of the city manager, advise personnel as designated by the city manager and city boards who are not authorized to retain separate counsel;

6. Render written legal opinions requested by the city commission or city manager on matters relating to city government and the interpretation, construction and meaning of the Charter, statutes, ordinances, resolutions and contracts affecting or pertaining to city government;

7. Prepare or review and approve as to form and legal sufficiency all city ordinances, resolutions, deeds, contract documents and other legal instruments affecting or pertaining to the city;

8. Attend and be present at all regular and special meetings of the City Commission, unless excused from attending by the mayor (the second and fourth Tuesday of the month at 6:00 PM), attend the Board of Adjustments meetings (the last Wednesday of the month at 2:00 PM), and attend the Planning Board meetings (the third Tuesday of the month at 4:00 PM);

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I shall assure that service is rendered promptly and efficiently. I shall be an independent contractor and shall maintain a fully functioning law office with the support necessary to carry out the terms of this Agreement. This is not a sole and exclusive contract and the City may also choose to hire specialized or substitute counsel in any particular matter at any particular time. Separate, specialized or substitute counsel may only be engaged to represent City where the City Commission or City Manager, with the advice of Attorney, determines that other counsel is necessary and should be employed to represent City in a particular matter.

Withdrawal. Under the rules of professional conduct by which I am governed, I may withdraw from our representation of the city in the event of, for example: nonpayment of fees and expenses; misrepresentation or failure to disclose material facts concerning the scope of services; and action taken by the city contrary to my advice. If such a situation occurs, which I do not expect, I will promptly give the city written notice of my intention to withdraw.

Termination. The City may terminate this Agreement for any reason whatsoever by giving written notice to me after a vote at an advertised and noticed public meeting. I shall remain available to the City, at the City's absolute discretion, for up to ninety (90) days after termination. I may terminate this Agreement for any reason whatsoever by giving written notice to the City, whereupon I shall agree to remain City Attorney for at least ninety (90) days after resignation. The parties are free to agree to mutually extend or shorten these times as may be deemed necessary and appropriate.

Conflict of Interest. During the term of this Legal Services Agreement, Attorney Andrew Dickman and the members of the Firm shall observe the requirements regarding conflict of interest as set forth in Rule 4-1 of the Florida Bar's Rules of Professional Conduct. Neither Attorney Andrew Dickman nor the Firm shall undertake representation of any other clients directly adverse to the City. In the event that I determine that a conflict of interest may arise or has arisen in reference to any legal matter that I am handling for City, I shall promptly notify the City Commission or City Manager. In the event that the conflict cannot be resolved, I shall recommend that the City Commission retain a specially appointed attorney to represent City with respect to the matter.

Notices. All notices under this Agreement shall be in writing and shall be provided to the City at 155 Corey Avenue, St. Pete Beach, Florida, 33706, and to Andrew Dickman, P.A. at P.O. Box 771390, Naples, Florida, 34107. Notices shall be hand delivered or mailed, by certified or registered mail, return receipt requested, to the recipient with sufficient postage to reach the destination or sent by facsimile or electronic mail, in which case notice shall be deemed delivered upon the mechanical confirmation of delivery. The place where notice is given under this paragraph may be changed from time to time by the party entitled to receive it in the same manner that notice is given. Notice given before a change is not invalidated by the change.

Understanding & Acceptance of Terms of Representation. If the foregoing terms and conditions of legal representation are acceptable, please confirm your acceptance by executing this Agreement in the space provided below and return it to my office. This agreement will not become effective and this firm will have no obligation to provide legal services until we receive this signed agreement.

Again, thank you for asking me and my firm to represent the City of St. Pete Beach. Should you have any questions or concerns regarding the terms and conditions contained in this letter agreement, please do not hesitate to contact me.

Very truly yours,

ANDREW W. J. DICKMAN
Law Offices of Andrew Dickman, P.A.

Acceptance of the Terms and Conditions of the Agreement:

Pursuant to authorization given by the City Commissioner, we, Wayne Saunders, City Manager, and Maria Lowe, Mayor, hereby certify that we have read, do understand, and agree to the terms and conditions set forth in this letter agreement.

By:____________________________ ________________________
Wayne Saunders, City Manager Date

By:____________________________ ________________________
Maria Lowe, Mayor Date

St. Pete Beach City Commission
Agenda Report

Issue Considered: Ordinance No 2016-01 – Dogs on the sand beach.

Date: January 26th, 2016

Prepared By: Jennifer Bryla, Community Development Director

Through: Wayne Saunders, City Manager

Summary of Issue: This is a City-initiated amendment to the Code of Ordinances that provides for an area on the City beach to be accessible to dogs. This Ordinance revises language provided in Ordinance 2015-12. The existing Ordinance prohibits dogs on all beaches in the City and beach access points and cross-overs. Since the passing of Ordinance 2015-12 a citizen initiative has been engaged to permit some area in the City where dogs can access the beach. This Ordinance would allow a specific area, which will be designated by the City and will be signed appropriately and provide "dog clean-up" bags.

Requested Motion: "I move to approve Ordinance No. 2016-01 on first reading and place on the February 9th Commission Meeting agenda for final reading.

Attachment: Ordinance No. 2016-01

Reviewed by City Manager: WS

ORDINANCE NO. 2016 - 01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF CHAPTER 14, ARTICLE II, SECTION 14-35 OF THE CITY OF ST. PETE BEACH CODE OF ORDINANCES; CHAPTER 58, ARTICLE II, SECTION 58-25(C), PERTAINING TO DOGS ON SAND BEACHES; CHANGING THE CODE OF ORDINANCE TO PROVIDE FOR DOGS ON SAND BEACHES, OR BEACH ACCESS; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to update the City's regulations pertaining to dogs on public beaches; and

WHEREAS, the City Commission has found this Ordinance to be in the best interest of the City of St. Pete Beach;

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, HEREBY ORDAINS:

<u>Section 1</u>.

Sec. 14-35, St. Pete Beach City Code is amended to read: Sec. 14-35 - Prohibited on sand beaches.

It shall be unlawful for any owner or other person keeping a dog to take such dog upon any sand beach or beach access or to knowingly allow any such dog to be upon any sand beach <u>or beach access except as prescribed below.</u>

<u>Designated dog beach area shall be those sand beach lands that lie from the easterly extension of the southernmost ROW line of first avenue north to the easterly extension of the southernmost ROW line of third avenue and eastward of the Pass-a-grille Way ROW line. Any dog accessing this designated dog beach area shall be kept and held on a leash of any substantial material and of a maximum length of eight feet at all times, regardless of location.</u>

<u>a)</u> <u>For designated dog beach areas, the following rules and regulations apply:</u>

1) <u>Owners are legally responsible for their dogs and injuries caused by them.</u>
2) <u>Dogs must be properly licensed, have required immunizations and wear appropriate ID tags at all times.</u>
3) <u>Dogs must remain out of any dune vegetation or other protected areas.</u>
4) <u>Owners must clean up after their dogs.</u>
5) <u>Owners shall maintain clear sidewalks at all times.</u>
6) <u>Dogs showing aggression towards people or dogs shall be immediately removed from the premises.</u>

7) Dogs that bark persistently or are otherwise a nuisance shall be removed from the premises.
8) Dogs using the dog beach area must be at least four months old.
9) Dogs must never be left unattended.
10) Dogs "in heat" will not be allowed inside the dog beach area.
11) Rawhide, food or any other consumable is not allowed inside the dog beach area.
12) Dogs are the only type of animal permitted inside the dog beach area.
13) Violators will be subject to removal from the area and suspension of area privileges.

Section 2.

Subsection (c) of Section 58-25, St. Pete Beach City Code, is amended to read:

(c) All pets are excluded from swimming areas and all sand_beaches and beach accesses except for that area that lies from the easterly extension of the southernmost ROW line of 1st ave northward to the easterly extension of the southernmost ROW line of 3rd ave and eastward of Pass-a-grille Way and is designated as a "dog beach".

Section 3.

All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

Section 4.

If any portion or part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

SECTION 5. This Ordinance shall be published in accordance with the requirements of law.

SECTION 6. This Ordinance shall become effective immediately upon final passage and adoption.

PASSED ON FIRST READING: January ____, a.d. 2016

PASSED ON SECOND AND FINAL READING ______________, a.d. 2016

____

Maria Lowe, MAYOR

FIRST READING: ____________
PUBLISHED: ____________
SECOND READING: ____________
PUBLISHED: ____________

St. Pete Beach City Commission
Agenda Report

ISSUE CONSIDERED: First Reading: Ordinance 2016-02 providing a supplemental appropriation for fiscal year 2016 to the General, Wastewater, Reclaimed Water, Stormwater and Capital Improvement funds and providing for funding.

DATE: January 26, 2016

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2016-02 provides a supplemental appropriation to the General, Wastewater, Reclaimed Water, Stormwater and Capital Improvement Funds for a total amount of $21,853,675. The adjustments are as follows:

- Outstanding encumbrances from fiscal year 2015 being brought forward which total $13,348,365. The breakdown by fund is as follows:
  - ➢ General Fund - $207,987
  - ➢ Wastewater Fund - $220,658
  - ➢ Reclaimed Water Fund - $24,166
  - ➢ Stormwater Fund - $656
  - ➢ Capital Projects Fund - $12,894,898

- An additional adjustment to the General Fund in the amount of $353,500 to cover settlement costs paid in the Anderson case ($275,000) and costs associated with the hiring of a consultant for the Pass A Grille design work ($78,500) which was budgeted in FY15 but not completed.
- An additional adjustment to the Wastewater Fund of $2,343,240 to roll over monies budgeted in FY15 for the following projects not completed:
  - ➢ $346,180 for Sewer I & I
  - ➢ $464,400 for Pump Station #3
  - ➢ $494,310 for Force Main 3
  - ➢ $70,000 for Crossovers
  - ➢ $968,350 transfer to CIP for Pass A Grille Way Phase I
- An additional adjustment to the Stormwater Fund of $3,995,823 to roll over monies budgeted in FY15 for the following projects not completed:
  - ➢ $3,663,663 transfer to CIP for Pass A Grille Way Phase I
  - ➢ $332,160 transfer to CIP for Egan Park improvements
- An additional adjustment to the Capital Improvement Fund of $1,812,747 to roll over monies budgeted in FY15 for following projects not completed:
  - ➢ $1,545,247 for Pass-A-Grille Way Phase I.
  - ➢ $170,000 for Bayway Landscaping.

- $50,000 for beach dune walkovers.
- $47,500 for FDOT Landscaping project.

Funding for the above listed projects will come from the following:

- $ 561,487 from General Fund Reserves
- $2,563,898 from Wastewater Fund Loan monies received in FY15
- $ 24,166 from Reclaimed Water Reserves
- $2,047,980 from SWFWMD Grant monies
- $1,751,279 from Stormwater Fund Loan monies received in FY15
- $ 197,220 from Stormwater Reserves
- $ 50,000 from Pinellas County Grant monies
- $ 210,000 from the State of Florida Department of Transportation Grant monies
- $,1,689,312 from Pinellas County as reimbursement for their share of costs associated with Pass A Grille Way Phase I.
- $4,465,291 from Bond money received in FY15
- #3,661,029 from Capital Improvement Fund Reserves

The transfers from the Wastewater and Stormwater funds to the Capital Improvement Fund are shown as expenditures in the enterprise funds and revenue in the Capital Improvement Fund.

REQUESTED MOTION: "I move to approve Ordinance 2016-02, (read title)...

ATTACHMENTS: Ordinance 2016-02
Appendix A

REVIEWED BY
CITY MANAGER: WS

ORDINANCE 2016-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR A SUPPLEMENTAL APPROPRIATION TO THE GENERAL, WASTEWATER, RECLAIMED, STORMWATER AND CAPITAL IMPROVEMENT FUNDS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of this ordinance has been provided in accordance with applicable law: and

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2015-25, Budget Ordinance; and

WHEREAS, the authority for appropriation amendments is provided in Article III, Section 3.13 (a) of the City Charter; and

WHEREAS, the City Commission wishes to recognize revenues available for encumbrances from fiscal year 2015 as well as additional projects in fiscal year 2016.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, HEREBY ORDAINS:

Section One. Increases in the General Fund of $561,487, Wastewater Fund of $2,563,898, Reclaimed Water Fund of $24,166, Stormwater Fund of $3,996,479 and Capital Improvement Fund of $14,707,645 with corresponding funding as outlined and attached hereto in Exhibit A.

Section Two. This ordinance shall become effective upon final passage.

____

Maria Lowe, MAYOR

FIRST READING :_______________
PUBLISHED :_______________
SECOND READING :_______________
PUBLIC HEARING :_______________

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this ___________day of ________________, 2016.

____

Rebecca Haynes, City Clerk

Ordinance 2016-02

Appendix A

	Account	Department	Amount
General Fund:			
Encumbrances:			
Tindale- Oliver	Planning & Engineering	C.D.D.	$2,250
Imagenet Consulting	Professional/Contractual	C.D.D.	$41,000
Digital Eel, Inc.	Professional/Contractual	Admin. Svces	$2,500
Communication Systems	Other Equipment	Admin. Svces	$5,215
Jam 520, Inc.	R & M Buildings	Fire	$2,450
Gulf Coast Auto Body	R & M Other	Fire	$11,980
Municipal Emergency	Safety Gear	Fire	$6,635
Motorola Solutions	Operating Supplies	Fire	$2,630
Suncoast Communications	Other Equipment	Fire	$4,105
Jam 520, Inc.	Improvements Buildings	Fire	$49,561
Kimley Horn	Professional/Contractual	Streets	$398
Woods Consulting	Professional/Contractual	Streets	$1,700
RJP Enterprises	R & M Other	Streets	$346
Luke Brothers	R & M Other	Streets	$8,182
Fla. Safety Contractors	R & M Other	Streets	$15,105
Alan Jay Ford	Vehicles	Streets	$41,611
Luke Brothers	Professional/Contractual	Parks	$9,504
J & L Sanchez Inc.	R & M Buildings	Parks	$2,815
Total Encumbrances			$207,987
Additional Expenses:			
Ken Weiss	Settlement Costs	City Attorney	$275,000
PlanActive Studio	Planning & Engineering	C.D.D.	$78,500
			$353,500
Total increase in General Fund			$561,487
Funding Source:			
Fund Balance Reserves			$561,487

Ordinance 2016-02

Appendix A

Wastewater Fund:

	Account	Amount
Encumbrances:		
Public Resources Management	Prof./Contractual	$332
TLC Diversified	Prof./Contractual	$24,675
Kimley Horn	Lift Station R & R	$61,000
Kimley Horn	I & I Program	$110,984
Kimley Horn	Force Main	$23,667
Total Encumbrances		$220,658
Additional Expenses:		
Rollover of monies not spent in FY15		
Sewer I & I		$346,180
Pump Station 3		$464,400
Force Main 3		$494,310
Crossovers		$70,000
Pass A Grille Way Transfer to CIP		$968,350
		$2,343,240
Total increase in Wastewater Fund		$2,563,898
Funding Source:		
Fund Balance Reserves - Loan monies		$2,563,898

Reclaimed Water Fund:

Encumbrances:		
Don Reid Ford	Vehicle	$24,166
Funding Source:		
Reserves		$24,166

Ordinance 2016-02

Appendix A

Stormwater Fund:

	Account	Amount
Encumbrances:		
Municipal Code	Prof./Contractual	$656
Additional Expenses:		
Rollover of monies not spent in FY15		
Pass A Grille Way Transfer to CIP		$3,663,663
Egan Park Transfer to CIP		$332,160
		$3,995,823
Total increase in Stormwater Fund		$3,996,479
Funding Sources:		
SWFWMD Grant		$2,047,980
Reserves - Loan Monies		$1,751,279
Reserves		$197,220
Total - all funding sources		$3,996,479

Capital Projects Fund:

Encumbrances:		
Woods Consulting	Dock Design & Permit	$7,566
Land & Water Engineering	Egan Park	$4,375
Morelli Landscaping	Bayway Landscaping	$1,839
C.P.W.G.	19th and Maritana	$2,730
C.P.W.G.	Underground Design	$16,018
C.P.W.G.	Pas A Grille Alleys	$21,628
Michael Baker	B.P.R. Reconstruction	$25,000
Duke Energy	Binding Fee - PAG Way	$1,975
David Nelson Construction	Pass A Grille Way Phase I	$10,502,616
Ferguson Enterprises	Pass A Grille Way Phase I	$645,508
Old Castle Precast	Pass A Grille Way Phase I	$179,459
County Materials & Supply	Pass A Grille Way Phase I	$174,453
Ajax Paving	Street Rehab	$478,682
C.P.W.G.	Pass A Grille Way Phase II	$781
Professional Services - Geotech	Pass A Grille Way Phase II	$6,740
Augustine Construction	Egan Park	$312,940
GGI, LLC	Landscaping	$975
Metzger & Willard	Const. Mgmt PAG Way	$266,440
Waterfront Property	Seawalls	$245,173
Total Encumbrances		$12,894,898

Ordinance 2016-02

Appendix A

Account		Amount
Additional Expenses:		
Projects not completed in FY15:		
Pass A Grille Way Phase I:		
Brighthouse	$300,000	
Verizon	$11,880	
Duke Energy	$738,367	
Conduit Connections	$220,000	
Landscaping	$275,000	
Total Additions = PAG Way Phase I		$1,545,247
Bayway Landscaping		$170,000
Beach Walkovers		$50,000
FDOT Landscaping		$47,500
		$1,812,747
Total Increase to CIP Fund		$14,707,645
Funding Sources:		
Pinellas County Dune Grant		$50,000
FDOT Grant		$210,000
Transfer from Wastewater		$968,350
Transfer from Stormwater		$3,663,663
Due from Pinellas County PAG Way Phase I		$1,689,312
Reserves - Loan Proceeds		$4,465,291
Reserves - CIP		$3,661,029
Total Funding Sources		$14,707,645
		$21,853,675
		$13,348,365
		$8,505,310

Public Services Department
FY16 1st Quarter Report (October, November and December 2015)

"The Public Services Department oversees the efficient and effective operations of the Public Properties, Utilities and Construction Divisions in order to consistently deliver the highest quality of life and infrastructure to our island community."

DIRECTOR/OPERATIONS ITEMS

- Attended meeting with Recreation Director to catalog items in need of maintenance in the two concession stands.
- Prioritized items and scheduled staff and contractors to start making the necessary repairs.
- Attended several jobsite meetings with Nelson Construction discussing issues that were uncovered during pipe installation.
- Approved several Request for Bids packages such at Force Main #3, Pump Station #3.
- Working with Preferred Materials and FDOT on the paving of Gulf Blvd, attempting to retrieve schedules and dealing with traffic issues.
- East Maritana sidewalk installation was completed, at the City level. We are currently waiting for FDOT to complete their portion of the project including the steps.
- Dispatched crews to action following red tide outbreak.
- Assisting IT Department in securing bids for fiber optic cable move, so the Police Department building can be demolished.
- Took delivery of two new vehicles and promptly sent one back, as it was not the truck we placed the order for.
- Working closely with Leasing 2 to get the Utilities Departments new Vac/Jet truck ordered.
- Conducted several site inspections of City facilities and Parks to give direction to staff.
- Conducted interviews to fill open Building Maintenance/Streets Department Position.
- Prepared agenda items and attended City Commission Meetings.
- Conducted Engineering interviews to choose the firm to design Pass-a-Grille Way Phase II South.
- Attended Illicit Discharge Training along with all Public Services Staff.
- Attended meeting with FDEP for Consent Order review. This was a hands on meeting with site visits to all problem areas.
- Hired contractor to install NO WAKE signs in the permitted zones in the City.
- Attended dune walkover construction meetings.
- Worked with Duke Energy to install sub-aqueous line in Pass-a-Grille.

PUBLIC PROPERTIES AND UTILITIES

- Installed new plants and shrubs at McKenney Park, Lido Park, Pass-a-Grille Park and Horan Park in an effort to give more curb appeal to the parks.
- Continually serviced Egan Park baseball/softball field and prepared them for Little League and softball games.
- Performed sign maintenance in several locations throughout the City.
- Beach Cleaning and seaweed removal operations continued on a daily basis.
- Repaired paver brick sidewalk on Gulf Way that became a trip hazard.
- Normal Park and facility maintenance continued in all areas.
- Lowered all City flags to half-staff on several occasions.
- Assisted by delivering materials for several special events such as trash cans and barricades.
- Put up banners over 75th Ave, advertising several events.
- Performed numerous sewer inspections and televised the lines.
- Staff responded several times during and after hours for alarms at our Lift and Pump Stations.
- Cleaned storm lines and catch basins in various locations.
- The water meter is brought to the Pinellas County yard in Largo to be read for billing purposes every even month.
- One hundred and sixty three (163) work orders were complete this quarter (Facility Dude).
- One hundred and twenty seven (127) locates were completed this quarter (Sunshine One-Call).
- Trimmed and dug open culverts in retention areas.
- Cleaned the debris from the storm water grates to ease street flooding after rain events.
- Cleaned the storm lines at 1st and 2nd Ave in Pass a Grille several times to relieve the flooding at these intersections.
- Performed sanitary sewer maintenance on lift stations by pumping down and conducting generator tests.
- Exercise valves and clean the manholes housing our air release valves on Gulf Blvd.
- Staff finished the landscaping and added several decorative pots at Pump Station #2.
- Continually cleaned out bypass pumps at PS #3 to keep flow moving due to collapsed line.
- Several pot holes were filled in city wide.
- Attended meetings for Force Main #3 replacement and PS #3 Construction.
- Installed an ice machine in the Utilities bay.
- Filled in a hole forming at the sea wall at 8449 Boca Ciega Drive.
- 18 Ave street end removed the stop sign; it was not serving any purpose.
- Filled in several large holes on the beach.
- Spread stone around the RCW pumps in the Public Services yard.
- Crew Chief signed off on several credit card purchases.
- Crew Chief attended a seminar, Transition to Supervisor.

- Located and repaired several RCW boxes city wide.
- 1800 PAG Way sewer blockage.
- Assisted the library by hanging shelves.
- Attended three interviews for the Public Properties Maintenance position.
- Called in after hours by the Sheriff for a blockage at 77th Ave and Boca Ciega Drive.
- Picked up a buoy and debris that washed up on the beach.
- 64Th Ave removed a section of dock that washed up behind this residence.
- Beach cleaner was out we had several calls of dead fish on the beach it was a very small amount.
- Staff cleaned their work bay and applied a protective coating to the floor.
- Doggie bags were restocked after receiving several calls about them being empty.
- All staff Public Properties and Utilities had their meeting with the insurance representative.
- Staff assisting the Rec Department with decorating the electric car for the tree lightning and Christmas parade.
- Relocated bleachers from the gym to Horan Park for the boat parade and to Corey Ave for the Christmas Parade.
- 9111 Gulf Blvd called in after hours for a blockage.
- 2nd St Sylvette manhole grease built up in the line we jetted the line.
- Removed the sunset bell from Sunset Park and relocated it to Upham Beach.
- Cleared a blockage in the men's restroom at Pass a Grille concession stand.
- 432' of Outfall cleaning & chain cutting barnacles in the Boca Ciega Isle Drive neighborhood.
- Staff spent a day with the dump truck and loader hauling away dirt from the Bayway sidewalk project.
- Staff continued working at the Community Center to clean up the planting beds.
- 109 21st Ave sewer blockage we snaked the line and cleared the blockage.
- Staff members came in over the weekend for fish on the beach and the Beach cleaner was out raking.
- All staff attended the illicit discharge training class.
- Dug two (2) pits for Bonfires, one was at Upham Beach and the other was in Pass a Grille.
- Staff fabricated a storm water lid; we have the materials to fabricate a few more.
- Staff attended the Annual Christmas party.
- Lift Station #16 we discovered the discharge pipe was rusted and broken currently we can only use one (1) pump in this station.
- Repaired the toilet in the upstairs men's room at City Hall.
- Seminole Septic assisted us with flushing storm lines to remove dead fish in the lines. We started on Boca Ciega Drive and flushed lines on the Bay side down to Bella Vista.
- Staff has been picking up dead and bagged fish that has been brought out to the curb line by residents.
- Staff came in on Sunday 12/13 and worked the Christmas parade.
- Buried fire pit on Upham Beach.

- Staff came in on the weekend to continued flushing Storm water lines that had fish washed up in them.
- Crew Chief attended a webinar to recertify Stormwater Operators Level 1.
- Help Progressive remove about 100 bags of fish left on the curb line, we also washed down the area.
- Repaired the water fountain, a leaking sink & a urinal at Upham beach concession stand.
- Repaired a leaking sink and secured the metal frame on the bathroom stalls at Pass a Grille concession stand.
- Set out cans of sand along Boca Ciega Isle Drive for the residents to use for their luminaries.
- Staff has been working on punch list items for Pass a Grille and Upham Beach concession stands.
- Assisted contractor by opening manholes along Pass a Grille Way.
- Mckenney Park men's room was backed up, we snaked the line to clear the blockage. People are flushing paper towels causing the blockage. I would recommend a hand dryer be installed.
- Staff dug up parking lot at the Rec Center to find a water leak.
- 9555 Blind Pass Road, manholes and main line were full of grease; we jetted the line several times to break up the grease.
- Attended a meeting with the representative from DEP Michelle Duggan we did a site visit at the Master Pump Station, Pump Station two and Pump Station three.
- Relocated a speed limit sign in the Belle Vista neighborhood.
- Repaired the hand rail on the fishing pier at the Belle Vista Mini Park.
- Installed a stop sign in Boca Ciega Isle Drive someone threw it in the water.
- Doing some punch list items at the Community Center mostly replacing burnt out bulbs on the outside of the building.
- 749 59^{th} Ave we are in the process of making some repairs to the storm line pipe.

CONSTRUCTION

- David Nelson Construction continues with PAGW North reconstruction project.
- Facilitated approval of pay applications, submittals, RFI's as well as guidance on conflict resolution with both construction and residents for PAGW project.
- Solicited bids for Underground Utility Service Connections for PAGW project, which is to be awarded to USA Voltage. By removing this from Nelson's scope of proposed services and self-soliciting, the City saved over $625,000.
- Solicited bids and awarded contract for reconstruction of Pump Station #3 to Wharton Smith, Inc.
- Solicited bids and awarded contract for reconstruction of Force Main #3 to Rowland, Inc.
- Bayway landscaping project completed and approved by FDOT.
- Secured $110,000 from FDOT for Landscaping Reimbursement in FY2016
- Updated SWFWMD on Egan Park, PAGW and BPR status
- Design of rehabilitation of Pump Station #8 rehab ongoing

- Worked with Kimley Horn to establish cost options for valve repair in Treasure Island that are more favorable to the City of St. Pete Beach.
- Annual roadway rehab project with Ajax Paving ongoing after delays to better address drainage, including resurfacing of roads in Bella Vista as well as Corey and 75th Avenues west of Gulf Blvd.
- Construction of new Dune Walkovers at 7th and 8th Avenues by Taborelli Construction completed. Funding reimbursement submitted to Pinellas County.
- Worked with Engineer of Record and Gator Dredging on value engineered cost savings for sea walls at 59th and Coquina.
- Assisted in Project Management of and provided weekly updates to residents regarding FDOT's resurfacing of Gulf Blvd.
- Coordinated MOT, staging for drilling of subaqueous crossing by Duke Energy at 14th Avenue in PAG. Similar Duke project submitted near Sailboat Key.
- Augustine Construction wrapping up construction for the Egan Park BM Project.
- Wastewater System Cleaning and Inspection by Underground Information Technologies is ongoing. We host monthly update meeting to track progress and update I & I Study being conducted by Kimley Horn.
- Awarded Demolition of Police Department Building to Forristall. Demo is pending ongoing solicitation for underground fiber optic installation.
- Published RFQ for Design services (architectural, structural, and civil) for new Library Building at location of PD building to be demolished.
- Continued to coordinate construction of the City-proposed pedestrian ramp and stairs, which will provide access to FDOT Bayway Bridge from E. Maritana Drive. City's component complete, FDOT's component is still under construction.
- Convinced FDOT to remove all invasive species at the Bayway.
- Requested updated cost estimates for community center transient dock project.
- Meetings with Baker to discuss BPR, design ongoing.
- Attended and provided Public Services feedback at bi-weekly TRC meetings.
- Continued working with NPDES consultant on updating documentation procedures by City staff and contractors.
- City was audited by FDEP on consent order, were informed that we exceeded FDEP's expectations and were more than meeting the requirements of the order.
- Provided annual "State of Public Services" presentation to Bella Vista Civic Assn.
- Project Manager Ian Wade Obtained LAP certification.
- Reviewed and issued ROW permits
- Bi-weekly PAGW project meeting at Warren Webster

THE SUNSET CAPITAL OF FLORIDA

TO: Wayne Saunders, City Manager

FROM: Rebecca C. Haynes, City Clerk

RE: 1st Quarter Report

DATE: January 12, 2016

- ✓ Attended and recorded the following meetings, prepared minutes and related follow-up, posted to the website and downloaded meetings to DVDs and CDs
    - o City Commission (10)
    - o Board of Adjustment (3)
    - o Finance and Budget Review Committee (1)
    - o Historic Preservation Board (3)
    - o Library Advisory Committee (1)
    - o Pension Boards (3)
    - o Planning Board (5)
- ✓ Attended the following meetings with City Manager and/or City Staff
    - o Bi-weekly meetings (5)
    - o City Clerk staff meetings (4)
    - o Pre- and Post-Agenda meetings (12)
    - o Your Turn meetings, Health Insurance Review Committee meetings, Violence in the Workplace training, Safety Committee meetings
- ✓ Met with Mayor and City Commissioners – as-needed basis
- ✓ Prepared necessary documents and procedures for the March 15, 2016 Municipal Election, including ordinances, resolution, candidate guidebooks and forms, qualifying week; processed documents for acceptance by the Supervisor of Elections Office.
- ✓ Prepared and published legal ads:
    - o Ordinances (8)
    - o Public Hearings (6)
    - o Requests for Bids (3)
    - o Requests for Proposals (1)
- ✓ Received and recorded sealed bids, opened and processed in recorded public meeting, composed minutes
- ✓ Received, researched and provided documents in response to public records requests
- ✓ Records Management System:

  - o Continued working with consultant to review and organize for retention and/or destruction
  - o Reviewed and installed new mobile file system; categorize and transfer files
  - o Continued drafting city-wide Records Management System; worked with Records Management Consultant and departments continuing city-wide records management procedures/policies
  - o Scanned documents into Laserfiche

- ✓ Published agendas, meetings, minutes, ordinances, resolutions, pension board documents through Granicus for placement on website for transparency to the community
- ✓ FL Association of City Clerk webinars and Pinellas County Municipal Clerks training sessions
- ✓ Welcomed/trained new employee, Jan Ward, as part-time Secretary
- ✓ Updated and maintained advisory board membership and condominium/civic association membership lists
- ✓ Worked with City Attorney on election, communication with advisory boards, Sunshine Laws and Public Records training session for elected and appointed officials and City staff
- ✓ Scheduled Commissioners for attendance at various training sessions, board/committee meetings
- ✓ Provided adopted ordinances to MuniCode for update in our Code of Ordinances, Land Development Code and Comprehensive Plan books
- ✓ Served as Notary Public, attested Declarations of Domicile
- ✓ Provided Oath of Office to Fire Chief at installation ceremony
- ✓ Assisted with parking permit telephone calls and walk-in customer service
- ✓ Updated/distributed/posted Chambers calendar
- ✓ Approved & processed invoices for City Commission and City Clerk Departments
- ✓ Approved & processed payroll
- ✓ Processed all incoming and outgoing mail, Federal Express packages, supply & equipment delivery
- ✓ Greeted & assisted public with tourist information, meetings, interview appointments, etc.
- ✓ Volunteered at community events and celebrations

THE SUNSET CAPITAL OF FLORIDA

MEMORANDUM

To: Wayne Saunders
City Manager

From: Elaine Edmunds
Administrative Services Director

Date: January 12, 2016

RE: Quarterly Report

Finance Division:

The last quarter of the calendar year (first quarter of our fiscal year) is always a busy time in the finance division. The final certification step of the requirements set forth by Truth in Millage (TRIM) was completed. The 2016 budget was loaded into the financial system and the final budget document was collated, sent to the printer and posted on the website. Various quarterly reports were prepared and submitted including payroll reports, radon reports, gas tax reimbursement reports, the annual Florida Department of Transportation mileage data form, and the annual letter to the state regarding status or our outstanding wastewater loans.

The audit process is in full swing the first quarter of the new fiscal year. The audit requires revenue confirmations to be sent to all major revenue sources for the City which includes state agencies, county agencies, utility companies etc. All transactions related to fiscal year 2015 are entered and the books are closed. Various schedules are prepared for the auditor and assistance is given answering their questions and retrieving documents for their review.

The finance division is also responsible for workers compensation and risk management. Dan O'Connor has been working diligently to reduce the city loss ratio on workers compensation claims by getting employees back to maximum medical improvement (MMI) in a timelier manner. Current flood insurance policies have been reviewed and submitted for payment.

Miscellaneous items include completion of the City insurance application for 2016 and the 2015 annual state workers compensation report. Seven new pay stations were ordered to replace the aging unity along Gulf Way. New parking space numbers and painting to coincide with the installation of the new stations will provide for acceptance of Smartphone payments along Gulf Way in addition to the payments made at the pay stations. New code enforcement i-pads were purchased and installed in the vehicles.

Information Technology Division:

The new phone system was implemented city-wide during this quarter. Preparations were made at the police department to salvage as much as possible prior to the demolition. Many old pc's and miscellaneous computer equipment was declared surplus and disposed of 2 terabytes of data (equivalent to 120 piles of typed paper stacked as tall as the Eifel Tower) was archived and cleaned from the servers.

A new employee joined the IT staff and has been trained on the various programs/issues particular to our city.

Parking Enforcement Division:

Parking revenue is higher than the same quarter the previous year. The number of transactions on the pay station was 82,891 compared to 69,002 in the first quarter of FY 15. Of this amount, 1,012 transactions have been thru Park Mobile which is a 42.1% increase over the previous year. Revenue from parking received in the first quarter totals$305,081.49 compared to $227,087.37 the previous year. There were 1,145 parking citations issued. Of this amount, 743 were for overtime parking, 353 permit violations and 49 miscellaneous violations. There were 23 tickets voided via the amnesty program. Total gross fines for the period were $36,580.

Library Division:

Staffing news -- Nancy Gibbs retired in November after 45+ years of service to St. Pete Beach. This vacancy allowed for a rethinking of assigned responsibilities within 4 positions including a new professional position gained for FY2016. A new librarian Betcinda Kettells was hired to assume coordination of public services, programming, and development of the juvenile collection. Another librarian Maureen Marton has responsibility for coordinating technical services, including cataloging, media collections, and library technologies. A replacement for the full-time Library Clerk position has been hired; Jennifer Ledford will begin work next week.

Many staff members have been involved in various PPLC training sessions offered by the new ILS vendor SirsiDynix. These training modules, and much follow-up work within each PPLC library, will continue for the next 6-8 weeks until the migration from POLARIS to SirsiDynix is completed and goes "live" for all patrons within the county.

Programming— The Pitchforks, the A-cappella group from St. Petersburg High School again entertained 75+ patrons with Holiday songs in December. Our iPad classes remain popular as we transitioned the teaching from Nancy Gibbs to our new librarian Betcinda Kettells. We continued our monthly Movie Night with showings of recently released films that patrons may have missed in the theatres, i.e. Mr. Holmes, It's a Wonderful Life, and Ricky and the Flash, etc. The Adult Book Club increased its participation with some new "seasonal" patrons joining in monthly discussions. A talented volunteer has taken the lead in weekly Mother Goose Storytelling. She plans each week's topic/title selections and activities in partnership with our new librarian.

The FRIENDS of SPB Library Holiday Baskets Silent Auction included 14 attractive baskets of books on various topics. The FRIENDS raised $940 to add to their savings to be contributed toward a new SPB Library building.

Exhibits/displays— Fall displays featured library materials related to Egypt and the Ancient World, Winter tales, and currently Mental Fitness to support some traditional new year's resolutions.

Collections – Our partnership with the Tampa Bay Times book editors once again resulted in 25 cartons of donated books (approx. 500), most with a 2015 copyright. Librarians are in the process of reviewing these titles to determine which should be added to our collections. Others will be sold in the FRIENDS Bookstore or be included in the Spring Baskets for Auction. A publisher's rep who lives in our community made a substantial donation of approx.. 175 new book for our juvenile patron audiences. Most have already been cataloged, processed, and available for circulation.

Statistics of Interest:

E-book circulation:	yr.2013	9,059 (titles)
	2014	11,786
	2015	13,611

Building and Community Development
155 Corey Avenue
St. Pete Beach, Florida 33706
Phone: 727.367.2735
Fax: 727.363.9222

Memorandum

January 26, 2016

To: Wayne Saunders, City Manager
From: Jennifer Bryla, Community Development Director

Re: 2016 1st Quarter Report
Community Development Department

The attached report includes information related to the following:

Planning Support – This portion of the report includes information on various Boards and Committees supported by the Planning Division including the number of cases/items and their disposition.

Building Inspections – This portion of the report includes the number of building inspections performed for the quarter broken down by month and type.

Permits Issued - This portion of the report includes the total number of permits issued by type.

Plan Review Action - This portion of the report includes plan review actions and outcomes.

Code Enforcement - This portion of the report includes code enforcement items broken down by District.

Planning Support				
	October	November	December	**Total**
BOA Items	2	1	1	**4**
PB Items	3	3	1	7
Historic Board Items	1	2	3	**6**
Commission Items	3	1	2	**6**
Magistrate Items	0	0	0	**0**
Technical Review Committee	2	2	0	**4**
Temporary Use Permits	0	0	0	**0**

Other Commission Items:
CRA review and approval of plan

Inspection Totals

October 2015

BUILDING
(243 Inspections)
ELECTRICAL
(82 Inspections)
FINAL
(1 Inspection)
GAS
(9 Inspections)
MECHANICAL
(60 Inspections)
PLUMBING
(77 Inspections)
POOL
(18 Inspections)

October 2015 Inspections 490

November 2015

BUILDING

(179 Inspections)

ELECTRICAL

(60 Inspections)

FINAL

(2 Inspection)

GAS

(8 Inspections)

MECHANICAL

(41 Inspections)

PLUMBING

(84 Inspections)

POOL

(13 Inspections)

November 2015 Inspections 387

December 2015

BUILDING

(243 Inspections)

ELECTRICAL

(109 Inspections)

GAS

(12 Inspections)

MECHANICAL

(68 Inspections)

PLUMBING

(101 Inspections)

POOL

(9 Inspections)

December 2015 Inspections 542

Total number of Inspections 1419

Plan Review

October 54 plans $11,846.25

November 46 plans $7,342.00

December 54 plans $14,482.50

PARKING PASSES ISSUED

October 88 passes

November 58 passes

December 61 passes

Total: 207 Passes $3,621.00

CODE ENFORCEMENT CASES

District 1

October – 4
November - 9
December - 2

District 2

October – 1
November - 0
December - 4

District 3

October – 6
November - 2
December - 6

District 4

October – 1
November - 1
December - 0

Total Cases 1st Quarter - 36

OTHER ITEMS OF INTEREST

- During this quarter, the Community Development Department was able to secure a scanning company to scan all of the historic files within the department with the intent of moving to an automated permitting software system.
- Staff attended a Community Meeting for the proposed Allure hotel which is planned on the Plaza Beach hotel site. There were approximately 30 people in attendance; this is the first step in the redevelopment process as outlined by the Comprehensive Plan.
- The department was able to secure a Community Rating System rating of 20 up from the previous 15 with a score of 6. The department is now moving toward a score of 5 which would increase our discount to 25% off of our flood insurance rates.
- The department has found what it feels is the most compatible software solution for permitting and licensing. The selected software is also use by Pinellas County and the City of Clearwater which will allow for streamlining of the process for our contractors. We were able to "piggy back" off of the state contract that is place for the software.
- Staff is continuing to review and provide guidance to customers concerning the remedial action agreement. Considerable interest is being generated within the City trying to identify re-development opportunities and allowable uses.
- Staff continuing to prepare the CRA document for public hearings. Staff has engaged with County staff to coordinate the necessary documents for their review of the Plan. The Plan is anticipated to move forward in mid-February for an ultimate vote in March..
- Staff continued to represent the City as sitting members to the Pinellas Advisory Committee and Technical Coordinating Committee. Staff also attended several Pinellas Planning Council and Metropolitan Planning Organization meetings when possible.
- The department kicked-off the PAG design service project with a walk-about with decision makers for the City. The "form-based" code project is anticipated to offer recommendations sometime in March.
- Staff processed amendments to the Land Development Code that brings our Comprehensive Plan and Development Code into consistency with one another.

ECONOMICDEVELOPMENTINITIATIVES

- Staff continues to make progress in removing the existing City concurrency program in favor of a mobility plan that would provide more opportunity to the City. Staff is also developing a reasonable strategy for the adoption of the required EAR for the Comprehensive Plan.

- Staff has met with various development professionals providing guidance and development potential for properties located within the CRD.

- Staff continued to attend the Pinellas County quarterly economic development meetings including the most recent one held in September..

THE SUNSET CAPITAL OF FLORIDA

MEMORANDUM

To: Wayne Saunders
City Manager

From: Jennifer McMahon
Recreation Director

Date: January 7, 2016

Recreation Quarterly Report – 1st Quarter
October – December 2015

Programs

- The after school program is licensed by the Pinellas County Licensing Board and Health Department for the 2014-15 school year. The program enrolled 87 participants that come from Gulf Beaches, Pasadena Fundamental and Azalea Elementary Schools.
- The Community Center has enrolled 482 SilverSneaker members and average 500 visits a month with a revenue average for first quarter at $1,500.
- 45 and older basketball programs had 7 teams each this fall
- Lego Robotics team placed first place first and people's choice award in the Lego Robotics RoboParade held at the Community Center on November 7.
- Youth Basketball League had 70 participants.
- Held a concert in Horan Park every Friday in October. The line up was: a Lynryd Skynrd Tribute Band, Glenn Cummings, Trae Pierce and the T-Stone Band, Horny Toads and Hunks of Funk.
- Hosted the Boat Parade on December 4 with 18 boats and a tree lighting event in Horan Park.
- Hosted SPB Land Parade and event on Corey Ave on December 13 with over 20 entries in the parade and after party with the Black Honkeys on Corey Ave.
- Hosted a Trunk or Treat Event in Horan Park on October 26 with 18 cars and over 500 people attending
- Staff led programs revenue for 1st quarter was $34,510. That is a 5% increase from 1st quarter FY2015 at $32,622.

- Fitness Room 1st quarter revenue has increased 12% from fy14 $3,060 to fy15 $3,730.
- Pool admission revenue increased 48% from last year's first quarter at $4,335 in revenue this quarter.
- Community Center Rentals is down 11% from fy15 of $80,992 to fy15 at $67,170.

Pool

- Private Rentals: 2 Rentals with 60 participants
- Umbrella Rentals: Four Rentals with 90 participants
- The pool has 52 Pool Memberships
- Boca Ciega High School Team swam August 11-November 6 at the pool. The team practiced Monday-Friday from 2:30pm-4:30pm with 40 Swim Team Members
- The Complete Water Work-Out classes are held on Tuesday/Wednesday/Thursday from 1:30pm-2:15pm with an average of 20 participants
- Water Zumba classes are held on Friday/Saturday with an average of 8 participants
- Aqua Fit classes are held on Monday/Wednesdays with an average of 12 participants.
- Added Aqua Yoga and Stand Up Paddleboard Yoga this fall.
- West Florida Swim Team practices at the pool Monday-Friday 3:00pm-6:00pm . The team has an average about 50 swimmers
- Masters Swim program has a new coach, Leo, that started this quarter. Since he started there has been an increase in participation.

Marketing

Marketing material is created in house and then is sent by many different avenues. Below is how we get the word out to the community:

- Print – The Gabber, Pinellas Beaches Patch, Tamp Bay Times, Island Reporter, Paradise News, Beach Beacon
- Flyers/Brochures – to all area schools, lobbies, city hall, library, local hotels and condos
- Online – website, facebook, twitter, TBO.com, blogs, WhatsdoingTampaBay.com, weddingwire, VisitFlorida and print website pages
- Face to Face – with local hotels, condos, and businesess with the Tampa Bay Beaches Chamber and through events/meeting with the Chamber, networking
- Banners on 75th and over the street
- SPB Connect, SPB Newsletter
- Press Releases

Rentals

- Community Center Rentals: 18
- Other rentals: Hosted Fire Chief Induction in October
  Hosted North Beach Association meeting
  Hosted Marabello Home Ownders Association meeting
  Hosted Isle of the Bay Association Meeting
  Hosted City Employee Luncheon
  Weekly meeting every Thursday from Beaches Pitch Group
  Monthly meeting with South Beach Referral Group
  Hosted meeting space for St Pete Beach Classic meetings
  Hosted meeting space for South West Little League

- Park Rentals: 37; Horan 10, Hurley 9, McKenney 12, Vina Del Mar 6
- Warren Webster: 9 (above the regular scheduled meetings and civic group meetings)

Staff

- Shaun Leonard and Corey Rees started their 40 clock hour child care training
- Aquatics Coordinator resigned in October after 8 years with the city
- Greg Davidson finished the 40 clock hour child care training required by the Pinellas County Licensing Board

To: Wayne Saunders, City Manager

From: James Kilpatrick, Fire Chief

Date: January 12, 2016

Subject: 1st Quarter Report FY 2016 – Fire Department

The following is a summary of Fire Department activities for the 1st Quarter of FY2016:

- Crews attended countywide ISO required fire based training at St. Petersburg College Drill Grounds.
- Crews attended required Continuing Medical Education (CME) class to maintain proficiency and maintain certifications.
- Crews continue to study and complete the requirements for their Advance Cardiac Life Support (ACLS) recertification.
- The department completed Tactical Survey Reviews (TSR's) for all commercial buildings.
- Personnel conducted 52 Commercial Fire Inspections during the quarter.
- During (10/1/15-12/31/15) the Fire Department responded to 738 requests for service in the following categories:
-

EMS	521
Fire Alarms	70
Structure Fires	26
Other	121