



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Monday, February 13, 2023
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the February 13, 2023 City Commission Agenda.

2. Audience Comments -

Public participation is encouraged. If you wish to address the City Commission, please fill out a speaker's card and provide it to the City Clerk. Once you are called, please come to the podium and state your name and address for the record. Comments shall be limited to 3 minutes and shall be limited to non- public hearing items on the agenda. Public comment on agenda items will be allowed when that item is called. If you plan to make a presentation as part of your public comment, the presentation must be provided to the City Clerk 24- hours in advance of the meeting.

3. Consent -

- a. January 24, 2023 City Commission Minutes**
- b. Don CeSar Boat Ramp Feasibility Study**
- c. Don CeSar Boat Ramp Feasibility Study - FBIP Grant**
- d. Suntan Memorandum of Understanding Renewal**
- e. Alleyway Improvements between 18th Avenue and 19th Avenue**
- f. Ratification of the 5th Trustee to the Police Pension Board of Trustees**

4. Action Items -

- a. Horan Park Playground Proposal**

Service agreement with Project Innovations, Inc. in the amount of \$119,929.36 for Horan Park playground equipment and surfacing.

Action Request: Motion for the authorization to enter into a purchasing agreement with Project Innovations, Inc. in the amount of \$119,929.36 for Horan Park playground equipment and surfacing.

b. Dickman Law Firm Retainer Agreement

Dickman Law Firm, City Attorney, Retainer Agreement

Action Request: Motion to approve the revised City Attorney Retainer Agreement effective March 1, 2023.

5. Ordinances -

a. Ordinance 2023-01: An Ordinance of the City of St. Pete Beach, Florida Providing for Supplemental Budget Appropriations.

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to adopt Ordinance 2023-01.

6. Items for Discussion -

7. City Clerk, City Manager, City Attorney and City Commission Reports -

8. Adjournment -

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present, or do not feel comfortable appearing in person, due to COVID-19. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 5:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 1:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 1:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

In your three (3) minute or less comment, please be sure to include your name and address for the record.

The public is cordially invited to attend this meeting.

All agenda material is available for review at City Hall or www.stpetebeach.org.

DRAFT
City Commission Meeting
January 24, 2023
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Chris Graus, Vice Mayor, Commissioner, District 1
Mark Grill, Commissioner, District 2
Ward Friszolowski, Commissioner, District 3
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Matthew McConnell, Assistant City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer
Vince Tenaglia, Assistant City Manager
Michelle Gonzalez, Community Development Director

Mayor Johnson called the meeting to order at 6:00 p.m. followed by the Pledge of Allegiance.

1. APPROVAL OF THE AGENDA

Motion: **Commissioner Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to approve the January 24, 2023 City Commission Agenda.**

2. AUDIENCE COMMENTS

Resident Deborah Schechner commented on the absence of Holiday decorations at the hotels during Christmas season. She opined that if the hotels are trying to be good neighbors with the City, then they should help with lighting up the City for the holidays. She also expressed her concerns with traffic as the hotels develop and expand.

3. CONSENT

- a. January 10, 2023 City Commission Meeting Minutes**
- b. Authorization of Expenditures in the amount of \$89,496.36 to Tyler Technologies for Financial Software**
- c. Authorization of Expenditures in the estimated amount of \$117,437 to Wright National Flood Insurance Company to renew Flood Insurance Policies**

Motion: **Commissioner Pletcher moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the January 24, 2023 Consent Agenda as presented by the City Manager.**

4. ACTION ITEMS

- a. Amendment to Parking Sensor Agreement with ParkSmart (Conure Telecom Services, LLC.)**

City Manager Rey reminded the Commission of the approval of the expansion of parking sensors along 15th Avenue, 16th Avenue, and Corey Avenue as part of the FY2023 budget. This program collects data regarding parking utilization, duration of parking sessions, and more.

Discussion followed with the Commission encouraging more public notification to residents that 15th Avenue and

16th Avenue are for resident parking only. Ms. Gonzalez clarified that the sensors are City property and are not leased from the vendor. If, after the data is collected, the City decides not to go with this program or that all the sensors are not necessary, the sensors can be moved to other locations. She stated that the parking sensors along Corey Avenue will be subsurface so that they will not be tripping hazards and allow for continued walkability.

Commissioner Pletcher commented on the parking signs that say “4R”. She said that many residents incorrectly assume that it means four-hour parking and not the zone for parking. Staff will review the signs and see how else they can be written for better clarification.

Commissioner Grill questioned if this is the most cost-efficient and necessary way to collect the data for parking along Corey Avenue. Ms. Gonzalez opined that having these in place will provide the City with clear data for the specific fields in which they need the information.

Discussion ensued on the financial piece of this Agreement. Commissioner Grill questioned why the original agreement that was signed in January 2021, effective March 2021, was not brought forward for approval. He understands the Ordinance that allows the City Manager to sign agreements that are \$25,000 or less; however, the Ordinance also states this is a cumulative amount. This agreement is to expire in 2024, so the amount is over \$25,000 in total. He also questioned the procurement policy.

Discussion continued with Mr. Tenaglia discussing the current budget approval and the amounts on the Agenda Memorandum related to the costs over the life of the Agreement. Commissioner Pletcher requested a workshop on the procurement process in the City.

Resident Deborah Schechner thanked Commissioner Grill for recognizing the cost of the Agreement and opined that this does not match the Code. She expressed her displeasure with the lack of transparency in the contracts that are signed in the City.

Motion: Commissioner Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 4-1 to authorize the expenditures to Conure Telecom Services in the amount of \$102,563 for the ParkSmart Parking Sensor Program. Commissioner Grill voted no.

5. ITEMS FOR DISCUSSION

No discussion items.

6. CITY CLERK, CITY MANAGER, CITY ATTORNEY, AND CITY COMMISSION REPORTS

Amber LaRowe, City Clerk—reminded the Commission that the next Commission meeting is on Monday, February 13th.

The Florida League of Women Voters (League) will be holding a Mayoral Candidate Forum night on Monday, February 6, 2023, at 6:30 p.m. in the City Commission Chambers. A flyer was prepared and posted and distributed by several means so that the public has the email address to submit questions to the League by February 1st. The event on the 6th will be televised just as any other public meeting is done and archived on the City’s website after the meeting has concluded.

Representatives from the Supervisor of Elections will be at the City Library on Thursday January 26th from 3:30 p.m. to 5:30 p.m. and on February 7th from 11:00 a.m. to 5:00 p.m.. This event is to answer questions and assist current voters who need to update their information. The Library will coordinate publishing this even on their

calendar for public notification.

The District 2 Town Hall will be in Chambers tomorrow night at 5:30 p.m.

Alex Rey, City Manager—at last week’s meeting it was discussed bringing more awareness of safe walking and crossing on City roadways and providing information to the businesses along Gulf Boulevard where people could be informed and shown where the crosswalks are. Three residents met with he and Mrs. McMahon to create a plan to work in unison with the City and with volunteers to get the word out.

Residents Carolyn James, Nancy Castellano, and Michael Moses spoke to the Commission about their involvement in creating a volunteer group that will help get information out and work together on initiatives for safe walking and crossing along City roadways. If anyone is interested in volunteering, please reach out to Mr. Moses at 727.258.2001.

Jennifer McMahon presented a new concept for the reimagining of Egan Park. A copy of the concept is made a part of the record. After a brief discussion, the Commission would like staff to head in the direction of revitalizing Egan Park; Mr. Rey stated they will hold meetings with the community and the Parks and Recreation Board before any decisions are made.

Mr. Rey mentioned the Code that speaks to the approval of lot assemblies. Currently, lot assembly requests are approved or denied by the City Manager. He will be working with the Planning Board to set up guidelines for lot assemblies so that he is better equipped to approve or deny these requests.

Attorney McConnell, Assistant City Attorney—mentioned that the Dickman Law Firm retainer has not been updated since 2021; he plans to bring that forward for discussion at the first meeting in February.

Commissioner Pletcher—mentioned the internal audit process. She would like to have a workshop on procurement to be educated and transparent.

Commissioner Friszolowski—was grateful to see residents coming together to work with the City and bring awareness to safe walking and crossing along the City roads.

He mentioned the 70th Anniversary celebration at the Bon Aire on Sunday; it was a beautiful and well-attended event.

Commissioner Grill—echoed the comments of Commissioner Friszolowski on the Sunday event at Bon Aire.

He mentioned District 2 businesses that are great locations to watch the sunset along the beach.

He mentioned the District 2 Town Hall tomorrow night at 5:30 p.m.

Mr. Grill stated that the undergrounding is moving south along Gulf Boulevard into District 2 soon.

He talked with the City Manager recently regarding large utility cuts in the City; the City is working on a schedule to get those repaired.

Commissioner Grill complimented Code Enforcement on taking action at the northwest end of District 2 regarding noise complaints.

Vice Mayor Graus—stated that undergrounding is moving along in the residential areas of District 1.

Mayor Johnson—complimented the proclamation for Bon Aire.

He stated that some of the issues that have been discussed this month with the City will be discussed at tomorrow's BIG-C meeting.

Mayor Johnson adjourned the meeting at 7:36 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

**St. Pete Beach City Commission
Agenda Report**

Action Request: Request authorization of expenditures in the amount of \$128,344.00 under the continuing engineering services contract with Cardno, Inc. for Don CeSar Boat Ramp Feasibility Study.

Strategic Objective: Internal operations: Effective capital improvement planning & Resiliency: Road Infrastructure

Date: January 24, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a Task Order from Cardno, Inc. to develop conceptual site plan renderings and evaluate potential alternatives for the reconstruction of the Don CeSar Boat Ramp. These alternatives, which will include the potential removal without replacement of the boat ramp, will be developed with the intent of optimizing boater accessibility, meeting the City's seawall height criteria of 5.0 ft NAVD88, and improving boat ramp safety while minimizing impacts to local residents, utilities, and the traveling public.

The City will then utilize the recommendations of this Feasibility Study to proceed towards design and construction of the selected alternative.

Funding: Fund: Resiliency
Account: 250.8000.590.5650
Available budget: \$130,000

Attachments: Task Order from Cardno, Inc.
Award Analysis

**Reviewed by the
City Manager:**



Exhibit "B"

**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL DESIGN SERVICES**

<i>Date of Task Order Request</i>	January 11 th , 2023
<i>Firm Selected for Task</i>	Stantec, Inc.
<i>Task (Project) Name</i>	Don CeSar Boat Ramp Feasibility Study
<i>Task Description (and other relevant details)</i>	This Scope of Services includes development of conceptual site plans and elevation renderings for the two alternatives. The concepts shall illustrate the extents of the impacts of both alternatives. The alternatives will be developed to optimize boater accessibility and meet the City's elevation criteria of 5.00 ft NAVD, while minimizing impacts to local residents, utilities, and the traveling public. The alternatives will be evaluated in a preliminary engineering report and compared in an evaluation matrix.
<i>Task Budget</i>	\$128,344.00
<i>Task Proposal Due Date</i>	January 27 th , 2023

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Works Department at 727.363.9243.

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach

Ananda Bergeron

Ananda Bergeron, PE, ENV SP
Senior Principal
Stantec, Inc.

Brett Warner, PE
Assistant Public Works Director
City of St. Pete Beach

SCOPE OF SERVICES

Don Cesar Boat Ramp Improvement Feasibility Study, St. Pete Beach

1.0 PROJECT OBJECTIVE

The City of St. Pete Beach (“CITY”) wishes to develop a feasibility study for improvements to the Don CeSar Boat Ramp located at 3398 W Maritana Dr. Stantec, Inc. (“CONSULTANT”) proposes the included scope of work.

The intent of this Feasibility Study is to address and provide solutions to the existing Don CeSar Boat Ramp that falls within the intersection of three streets - Casablanca Ave., W. Maritana Dr., and Cabrillo Ave. As configured within this intersection, the boat ramp faces safety and accessibility issues. Located in an area of high tourism, many drivers are unaware that there is a boat ramp at this intersection and become confused when towing vehicles stop, back their boats, and don’t quickly exit the intersection. Drivers often get frustrated that the intersection is blocked while they are trying to pass through quickly. The boat ramp’s location within the intersection does not promote a safe environment.

Furthermore, the top of the boat ramp is at less than 2.0 ft NAVD. At this elevation, the ramp is often flooded during high tide events. The CITY wishes to bring the top of the boat ramp up to elevation of 5.0 ft NAVD. Raising the elevation will allow for continued access as the sea level continues to rise over the next several years.

The CITY wishes for the CONSULTANT to evaluate two options in the Feasibility Study. The first alternative is to replace the boat ramp in its existing location, raising the top of the ramp (at roadway intersection) to EL. 5.0 ft NAVD. The second alternative is to relocate the boat ramp approximately 400 ft to the south of the existing boat ramp at the turn in Cabrillo Ave. The elevation of the top of the boat ramp (and Cabrillo Ave.) would also be set to EL 5.0 ft NAVD for Alternative 2. The alternative boat ramp locations are shown in Exhibit A.

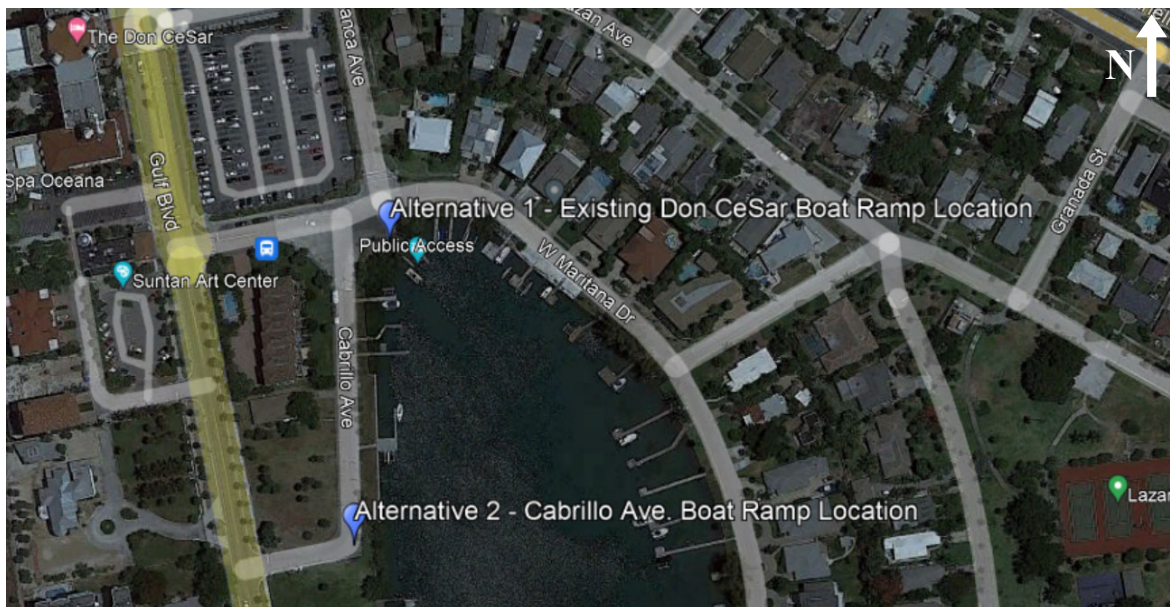


Exhibit A

2.0 PROJECT SCOPE OF WORK

This Scope of Services includes development of conceptual site plans and elevation renderings for the two alternatives described in Section 1.0. The concepts shall illustrate the extents of the impacts of both alternatives. The alternatives will be developed to optimize boater accessibility and meet the City’s

elevation criteria, while minimizing impacts to residents, utilities, and the traveling public. The alternatives will be evaluated in a preliminary engineering report and compared in an evaluation matrix.

Alternative 1 will assume the boat ramp will stay in generally the same footprint as the existing boat ramp, making modifications only to accommodate the proposed elevation increase.

Alternative 2 will assume the boat ramp will be placed parallel to the east-west portion of Cabrillo Ave.

For both alternatives, environmental impacts will be minimized.

This Scope of Services includes:

Task 1: Subsurface Utility Engineering (SUE) Services (Designation Only)

- CONSULTANT to provide traffic control within the work areas while designating and locating the underground utilities. Traffic control is to be maintained in accordance with applicable standards. CONSULTANT to provide safety devices, signs and/or other safety equipment as appropriate.
- ASCE Quality Level 'B' Electronic Designation – Utilizing conventional electronic equipment including handheld electromagnetic (EM) locators and ground-penetrating radar (GPR), CONSULTANT to designate and mark the horizontal location of found underground utilities from right of way to right of way within the project limits as shown in the attached client provided exhibit.
- CONSULTANT to survey collect found utility information and to provide a 2-dimensional electronic file, in plan view only.
- The extent of the study area is the area highlighted in green in Exhibit C.

Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

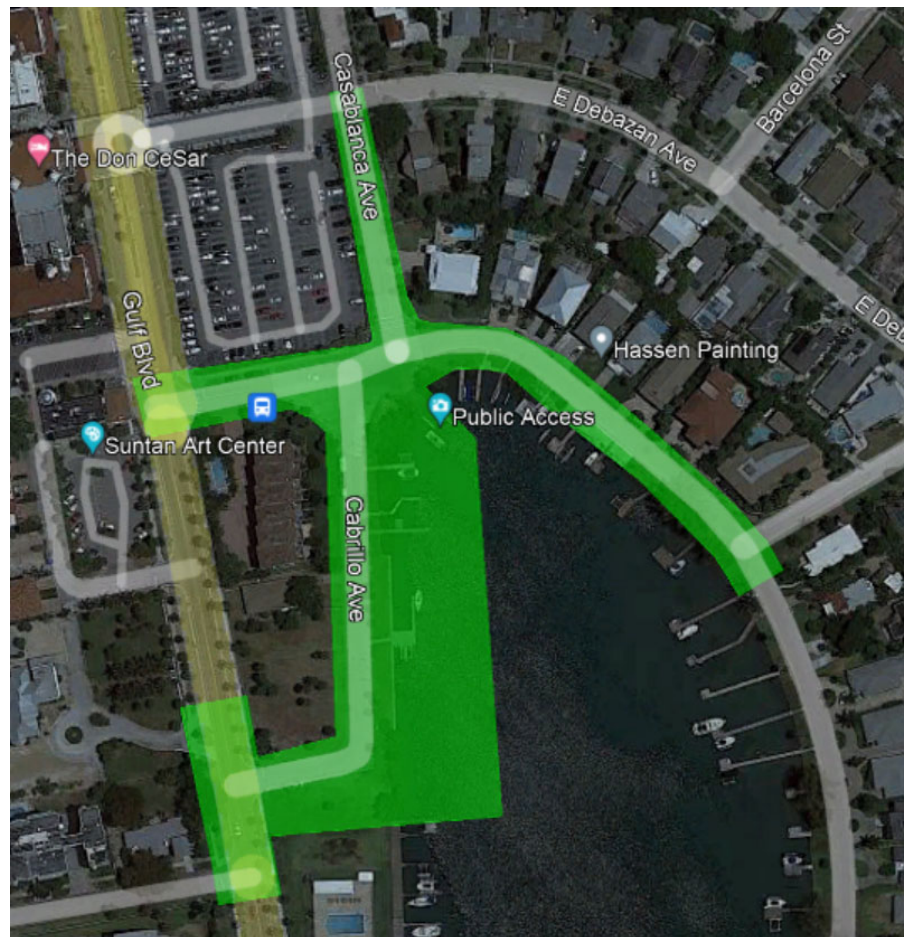


Exhibit C

Task 2: Topographic and Hydrographic Survey

Perform a Topographic and Hydrographic Survey in the vicinity of the Don CeSar Boat Ramp, more specifically defined as follows:

Topographic Survey of the area shown in Green on Exhibit C above, more particularly described as follows:

- Collect horizontal and vertical location of the existing structures and surrounding topography located within the area shown in Green on Exhibit C above.
- Where limits are immediately adjacent to a roadway the limits shall extend to a line approximately 10 feet adjacent and parallel to the approximate Right-of-Way of said roadway.
- Topographic elevation data to be collected on an approximate 50-foot stationing and at all apparent grade breaks.
- Trees 4" DBH and larger to be located.
- Storm and Sanitary manholes with inverts where accessible.
- Horizontal datum to be NAD83 and Vertical datum to be NAVD88.

Hydrographic Survey of the area shown in Green on Exhibit C above, more particularly described as follows:

- Beginning at ramp, collect data on 10 cross sections spaced approximately 50 feet apart extending from the toe of seawall water ward for approximately 200 feet.
- Collect horizontal location of docks and piles.

Horizontal control for hydrographic survey will be based on real time sub-meter (or better) Differential GPS. Vertical control will be based on existing benchmarks as published by NGS. Horizontal and vertical datums will be as specified above.

Hydrographic Survey will be conducted using a Single Beam Odom Echo sounder with a 200 kHz transducer and/or a fiberglass rod.

Task 3: Project Kick-Off Meeting and Data Collection

This task includes a project kick-off meeting, review of existing plans and other available information within the project area, mapping of the biological resources within the project area, obtaining copies of prior plans and permits in the project area, including prior boat ramp plans. This information will be used in the development of the alternatives, and also utilized in determining the feasibility of the alternatives to be permitted.

Task 4: Permitting Feasibility and Pre-Application Meetings

This task includes reviewing the alternatives in light of the rules of the FDEP, the rules of SWFWMD, regulations of the USACE, and Pinellas County. Each of these agencies would be required to permit the selected alternative. A memorandum will be prepared describing the permit process for each alternative for each agency. It would include an estimated cost of any permitting effort and any potential wetland mitigation costs.

The CONSULTANT will hold pre-application meetings with either FDEP or SWFWMD, the USACE, and Pinellas County. The purpose of these meetings will be to discuss the alternatives and the permitting path for each of them. We will also discuss if any of the alternatives may require wetland mitigation.

Task 5: Cultural Resources Letter Report

The CONSULTANT will complete a cultural resource desktop study of the project area. This will include a search of all current Florida Master Site File GIS layers for previously recorded archaeological and historic resources within and nearby the project area. Lists of previously conducted cultural resource

surveys and all previously recorded cultural resources, regardless of National Register eligibility, within one mile of the project area will be compiled. CONSULTANT will consult and summarize pertinent information from topographic maps, soils data, property appraiser records, historic plat maps, or historic aerial photographs in regards to the presence or likelihood of archaeological sites or historic structures within the project area. The results of the cultural resource desktop study will be presented in a brief letter report.

Task 6: Develop Conceptual Site Plans

Conceptual plans will be developed on an aerial framework and include appropriate land development code requirements for zoning, land-use, setbacks, on-street parking, utility impacts stormwater and landscape. The concept plans will incorporate limited color with two (2) renderings that will include an elevation view across each boat ramp (see Task 7).

The concepts will target boater accessibility including sight distance, compliance with City Code (top of ramp elevation at 5.0 ft NAVD), and a two-lane boat ramp at each location with floating docks on either side. Each alternative will maximize boat-trailer parking within the impacted area.

The use of low impact design techniques including stormwater treatment bio-swales, subsurface exfiltration; LED lighting and Florida-friendly landscaping will also be explored and provided in conceptual format (no detailed design or calculations included).

Roadway considerations will include lane width, grades, sidewalks, driveway tie-ins, and gravity walls where necessary.

Stormwater management considerations will consider reconfiguration of pipes, drainage structures, and locations for tide check valves will be evaluated and recommended.

Task 7: Develop Elevation Renderings

The CONSULTANT will create two (2) elevation renderings to illustrate the views of the improvements. Each elevation will include a view of the boat ramp from the toe of the boat ramp to where the ramp path ties down to the existing roadway. The elevation renderings will utilize on site photography and incorporated digital imagery to depict how the proposed elements may look if implemented. The renderings will be conceptual in nature and will appear as an artistic interpretation of the potential site and aesthetic improvements for the project. The elevations will be fixed in view and angle and will incorporate one (1) round of revisions per client and stakeholder comment.

Task 8: Preliminary Engineering Report

The CONSULTANT shall prepare a Preliminary Engineering Report (PER) that evaluates both Alternatives 1 & 2. The PER will discuss the advantages and disadvantages of each alternative and criteria including ramp geometric criteria, floating dock configuration, and required improvements to roadway, drainage, sidewalks, parking, lighting, and walls, social and economic impacts, mobility, sea level rise projections, aesthetic effects, relocation potential, impacts to cultural resources, impacts to natural resources (including required wetland mitigation), impacts to utilities, impacts of construction, right-of-way impacts, and costs.

Task 9: Evaluation Matrix

The CONSULTANT shall prepare an evaluation matrix comparing Alternatives 1 & 2. The Evaluation Matrix will evaluate criteria discussed in the PER - impacted area, social and economic impacts, mobility, aesthetic effects, relocation potential, impacts to cultural resources, impacts to natural resources, impacts to utilities, impacts of construction, right-of-way impacts, and costs.

Task 10: Cost Estimate

The CONSULTANT shall prepare a cost estimate for each alternative. The cost estimates will consider the comprehensive impacts of each alternative including the ramps, associated docks, utility relocations,

environmental mitigation, right-of-way, and other required improvements including roadway, drainage, sidewalks, parking, lighting, and walls.

Task 11: Public Involvement

The CONSULTANT will participate in one public workshop. The CONSULTANT will prepare and provide graphics printed on 24x36 boards for the workshop that include the plan and elevation renderings described in Tasks 6 & 7, the Evaluation Matrix described in Task 9, and the tables of estimated costs for each alternative prepared in Task 10. The CONSULTANT will also prepare sign-in, survey and comment forms to be completed by participants.

3.0 DESIGN CRITERIA

The Boat Ramp Alternatives will be developed in accordance with current APWA Standards, ADA requirements, and State and local building code requirements.

4.0 SCHEDULE OF DELIVERABLES

- The Draft Preliminary Engineering Report, Cost Estimates, Conceptual Site Plans and Elevation Renderings will be submitted within 120 days of Notice to Proceed
- Final documents will be submitted after receiving City's approval of the draft documents and feedback from the public workshop.

All deliverables shall be submitted electronically.

5.0 SERVICES NOT INCLUDED

- Geotechnical engineering
- Work associated with vacuum excavation of underground utilities.
- Work associated with the handling of hazardous materials.
- Work associated with the vertical location of underground or overhead utility lines
- Right-of-Way Survey
- Boundary Surveys
- Sea Level Rise Analysis
- Final Design
- Attendance at meetings other than those specifically listed within this proposal.
- Rezoning, land-use, and planning services beyond those listed above.
- FEMA flood plain analysis and mitigation
- Traffic and signalization studies; off-site roadway, drainage and utility improvements beyond those listed above.
- Organizing and reserving facility for Public Workshop.

6.0 ADDITIONAL SERVICES

The CONSULTANT will provide additional services whenever requested in writing by the CITY based on a negotiated lump sum or not-to-exceed amount.

7.0 CITY RESPONSIBILITIES

The CITY will provide the following for the CONSULTANT to use and rely on:

- A letter of permission for the CONSULTANT to access the site, as necessary
- One round of review and comments
- Copies of all maps, plats, aerial photographs and other available information and data pertinent to the project design which the CITY may have in its possession.

8.0 COMPENSATION

For the above-described SCOPE OF SERVICES, the CITY will compensate the CONSULTANT a lump sum amount of \$128,344.00. A detailed fee breakdown is included in Attachment A.

ATTACHMENT A
Work Task Breakdown
City of St. Pete Beach
Task No. XX
Don CeSar Boat Ramp Feasibility Study

I. Staffhour Estimate: All Tasks

Direct Labor Rates Classifications			Principal Engineer	Project Manager 2	Senior Engineer I	Engineer I	Designer	Landscape Architect	Senior Scientist	Total Hours	Labor Cost
Billing Rate			\$ 260.00	\$ 200.00	\$ 190.00	\$ 135.00	\$ 125.00	\$ 150.00	\$ 140.00		
Task											
1	Subsurface Utility Engineering Services	(LS)		2						2	\$ 400.00
2	Topographic and Hydrographic Survey	(LS)		2						2	\$ 400.00
3	K/O Meeting & Data Collection	(LS)		8	12					20	\$ 3,880.00
4	Permitting Feasibility & Pre-Application Mtgs	(LS)		12	8					20	\$ 3,920.00
5	Cultural Resources Letter Report	(LS)		2					14	16	\$ 2,360.00
6	Develop Conceptual Site Plans	(LS)	2	8	4	80				94	\$ 13,680.00
7	Develop Elevation Renderings	(LS)	2	8	4			56		70	\$ 11,280.00
8	Preliminary Engineering Report	(LS)	5	35	100	84	16	6	8	254	\$ 42,660.00
9	Evaluation Matrix	(LS)		2	6	4				12	\$ 2,080.00
10	Cost Estimate	(LS)		2	12	16				30	\$ 4,840.00
11	Public Involvement	(LS)	2	4	8	16		6	6	42	\$ 6,740.00
GRAND TOTAL			11	85	154	200	16	68	28	562	\$ 92,240.00

II. Fee Calculation

Phase	Labor Cost	Expenses	Subconsultant Services		Total Cost
1	\$ 400.00		\$ 17,836.00	GFY	\$ 18,236.00
2	\$ 400.00		\$ 10,818.00	GFY	\$ 11,218.00
3	\$ 3,880.00		\$ 1,200.00	GFY	\$ 5,080.00
4	\$ 3,920.00		\$ 2,250.00	GFY	\$ 6,170.00
5	\$ 2,360.00		\$ 3,000.00	GFY	\$ 5,360.00
6	\$ 13,680.00				\$ 13,680.00
7	\$ 11,280.00				\$ 11,280.00
8	\$ 42,660.00				\$ 42,660.00
9	\$ 2,080.00				\$ 2,080.00
10	\$ 4,840.00				\$ 4,840.00
11	\$ 6,740.00	\$ 1,000.00			\$ 7,740.00
Grand Total					\$ 128,344.00

The City of St. Pete Beach
AWARD ANALYSIS

Solicitation Information

- A. Issue Date:** September 2, 2020
- B. Posted:** Legal Ad on the City's Website; Tampa Bay Times Publication
- C. Date and Time for Offer Receipt:** October 2, 2020
- D. Timely Offers Received:** Eighteen (18)

Solicitation Process & Proposal Evaluation:

- On, September 2, 2020 a Request for Qualifications (RFQ) was issued in compliance with the City's procurement policies. The solicitation was posted on the City's website and well as the Tampa Bay Times.
- On October 2, 2020, the City received 18 proposals from Alpha Corporation, Ayres Associates, Inc., Cardno, Inc., CPH Inc., Deuel and Associates, J. Foster Consulting, George F. Young, Halff Associates, Inc., Hyatt Survey Services, Inc., Kimley Horn and Associates, Inc., Land and Water Engineering Services, Madrid CPWG, McKim and Creed, McLaren Engineering Group, Pennoni Associates, Inc., Reiss Engineering, Inc., Stanley Consultants, and Wright-Pierce, Inc.
- The evaluation committee reviewed the proposals and selected the below six (6) firms in the following categories:

Vertical Construction	Planning	Roads and Water Management	Resiliency	Survey
Halff Associates, Inc.	Alpha Corporation	Cardno, Inc.	Alpha Corporation	George F. Young
Kimley Horn and Associates, Inc.	Cardno, Inc.	George F. Young	Cardno, Inc.	Hyatt Survey Services, Inc.
	George F. Young	Halff Associates, Inc.	Halff Associates, Inc.	
	Halff Associates, Inc.	Kimley Horn and Associates, Inc.	Kimley Horn and Associates, Inc.	
	Kimley Horn and Associates, Inc.			

- E. Price Review/Negotiation Record:** The proposals from Alpha Corporation, Cardno, Inc., George F. Young, Halff Associates, Inc., Hyatt Survey Services, Inc., and Kimley Horn and Associates, Inc. were reviewed and

determined to be fair and reasonable.

F. Determination of Responsibility: A responsibility review was conducted at the time of award and Alpha Corporation, Cardno, Inc., George F. Young, Halff Associates, Inc., Hyatt Survey Services, Inc., and Kimley Horn and Associates, Inc. were not listed on the federal government's debarred /suspended list (<https://www.sam.gov>) nor do they appear on the State of Florida List Of Convicted/Suspended/Discriminatory Vendor lists.

G. Determination and Recommendation: Alpha Corporation, Cardno, Inc., George F. Young, Halff Associates, Inc., Hyatt Survey Services, Inc., and Kimley Horn and Associates, Inc. were determined to be responsible vendors and therefore, eligible for award.

Contract Information

Contracts were awarded to Alpha Corporation, Cardno, Inc., George F. Young, Halff Associates, Inc., Hyatt Survey Services, Inc., and Kimley Horn and Associates, Inc.

H. Term of Award: Three (3) Years with Two (2) One (1) Year Options

I. Type of Award: Contract

Task Order Information

J. Description: Don CeSar Boat Ramp Feasibility Study

K. Contractor: Cardno, Inc.

L. Price Review: The Procurement Manager reviewed the contract pricing against the Task Order and it was determined that the Task Order for the Don CeSar Boat Ramp Feasibility Study is considered fair and reasonable.

M. Determination of Responsibility: A responsibility review was conducted at the time of award. Cardno, Inc. was not listed on the federal government's debarred /suspended list (<https://www.sam.gov>) nor do they appear on the State of Florida List Of Convicted/Suspended/Discriminatory Vendor lists.

N. Determination and Recommendation: Cardno, Inc. is determined to be a responsible vendor and therefore, eligible to perform the work assigned under this Task Order.

Prepared: Sharon Spellman
Procurement Manager

St. Pete Beach City Commission Agenda Report

Action Request: Request authorization to enter into the Florida Fish and Wildlife Conservation Commission Florida Boating Improvement program grant agreement to perform the Don CeSar Boat Ramp Feasibility Study.

Strategic Objective:

Date: February 13, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The Florida Boating Improvement Grant Program provides funding through competitive grants for boating access projects and other boating related activities benefitting motorized vessels in Florida. The City received a \$128,344 grant to perform a Feasibility Study for the reconstruction of the Don CeSar Boat Ramp. This study will evaluate two alternative boat ramp locations with the intent of optimizing boater accessibility, meeting the City's seawall height criteria of 4.72 ft NAVD88, and improving boat ramp safety while minimizing impacts to local residents, utilities, and the traveling public. The City will then utilize upcoming grant cycles for this program to apply for design and construction funding for this project.

Funding: Offsetting revenue and expenditures of \$130,000 are budgeted in the Resiliency Fund.

Attachments: Grant Agreement

**Reviewed by the
City Manager:** _____

RECIPIENT/SUBRECIPIENT AGREEMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement #22026

Federal Grant Information	
CFDA Title(s): N/A	CFDA No(s): N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	Federal Award Year(s): N/A
Federal Award Name(s): N/A	
State Grant Information	
CSFA Title(s): Florida Boating Improvement Program	CSFA No(s): 77.006:
State Award No(s): 22026	State Award Year(s): 2022
State Award Name(s): City of St.Pete Beach – Don CeSar Boat Ramp Improvements	

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” or “FWC,” and City of St. Pete Beach, 59-6000423, whose address is 155 Corey Avenue, St. Pete Beach, Florida, 33706, the Recipient/Subrecipient, hereinafter “Recipient”, collectively, “Parties”.

INTRODUCTORY CLAUSES

WHEREAS, Commission and Recipient intend to partner together to develop a feasibility study for improvements to the Don CeSar Boat Ramp in City of St. Pete Beach, Florida;

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

TERMS OF THE AGREEMENT

The Commission and the Recipient, for the considerations stated in this Agreement, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which 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 Recipient responses to the Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

Section 2. PERFORMANCE.

The Recipient shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Recipient. The Recipient shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Recipient shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Recipient shall provide evidence of such compliance to the Commission upon request. The Recipient 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 Recipient 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 Recipient. The Recipient 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, in the event the Recipient's ability to perform under this Agreement becomes compromised.

Section 3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay.

The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through **06/30/2025**.

However, if this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the 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. For this Agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Recipient. The Recipient 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 are not eligible for reimbursement. 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.

B. Extension.

The Commission may extend this Agreement upon agreement of both Parties through an Amendment, provided the funding source permits additional time prior to expiration of funding.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Contractor under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed \$128,344.00.

B. Payments.

The Commission shall pay the Recipient for satisfactory performance of the tasks identified in Attachment A 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. Unless otherwise specified in Attachment A, 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 Attachment A, 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 pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period.

C. Invoices.

Each invoice shall include the Commission Agreement Number and the Recipient's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager. 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. Recipient acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. Match

If this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the Recipient is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A.

E. 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 Recipient in writing at the earliest possible time if funds are not appropriated or available.

F. Non-Competitive Procurement and Rate of Payment.

Section 216.3475, F.S., requires that under non-competitive procurements, a Recipient 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, Recipient 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.

G. Cost Reimbursement

If the Compensation section indicates this is a cost reimbursement Agreement, the Recipient shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in Attachment A. To be eligible for reimbursement, costs must follow the requirements of Section 215.971, F.S. and must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the [Reference Guide for State Expenditures](#).

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Agreement budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Recipient met the minimum performance standards established in the Agreement. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Agreement have been met.

Listed below are types and examples of their supporting documentation:

- i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
 - a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
- v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).
- vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved Agreement budget and the Recipient must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Agreements with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

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, unless Attachment A 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 Recipient 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.

Recipient 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: <https://www.myfloridacfo.com/division/aa/vendors>. 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.

Section 5. RETURN OR RECOUPMENT OF FUNDS

A. Unobligated Funds.

Pursuant to Section 215.971(1)(d)-(e), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period, and any balance of unobligated funds that has been advanced or paid must be refunded to the Commission. Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission as well.

B. Overpayments to Recipient.

Pursuant to Section 215.971(1)(f), F.S., any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient 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 "Florida Fish and Wildlife Conservation Commission."

C. Additional Costs or Monetary Loss Resulting from Recipient Non-Compliance.

If the Recipient's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Recipient under this Agreement or any other agreement between Recipient and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Recipient and the Commission, the Recipient 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 Recipient 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.

Section 6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

A. Commission Exempt from Taxes.

The Recipient 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. The Recipient is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Grant Manager.

B. Property Exempt from Lien.

If the Agreement involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Recipient 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 Recipient shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

Section 7. MONITORING.

The Commission's Grant Manager shall actively monitor the Recipient'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 State and Federal monitoring terms and conditions are found in the Requirements of the Federal and Florida Single Audit Acts, Attachment B. Monitoring terms, conditions, and schedules may be included in Attachment A.

Section 8. TERMINATION.

A. Commission Unilateral Termination.

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

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 Recipient with written notice of termination.

C. 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 Recipient. 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 Recipient will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

D. Termination – Other.

The Commission may terminate this Contract if the Recipient 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. The Commission shall give written notice to the Recipient of its intent to terminate the Agreement for cause. In the notice, the Commission shall provide an opportunity for the Recipient to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Recipient shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Recipient does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Agreement will be terminated for cause. At that time, the Commission will send a second notice to the Recipient noting that this Agreement

is being terminated for cause upon receipt of the notice and documenting the reasons this Agreement is being terminated. The Commission reserves the right in its sole discretion, to determine if the Recipient's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Recipient's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., 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. Recipient shall not be entitled to recover any cancellation charges.

E. Recipient Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Recipient shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Recipient 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.

Section 9. REMEDIES.

A. Financial Consequences.

In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A 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 Recipient fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be deducted from the Recipient's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in Attachment A.

B. Cumulative Remedies.

The rights and remedies of the Commission during the Agreement period are in addition to any other rights and remedies provided by law or under the Contract.

Section 10. 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 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. Designating a new Grant Manager shall not require a formal Amendment to the Agreement.

**COMMISSION GRANT MANAGER
CONTACT INFORMATION:**

**RECIPIENT GRANT MANAGER CONTACT
INFORMATION:**

Myeisha Henry
 FBIP Grant Manager
 FL Fish and Wildlife Conservation Commission
 620 S. Meridian Street
 Tallahassee, Florida 32399
 Phone: (850) 617-9593
 FBIP@MyFWC.com

Brett Warner
 City Engineer
 City of St. Pete Beach
 155 Corey Avenue
 St. Pete Beach, Florida 33706
 Phone: (727) 367-2735
 bwarner@stpetebeach.org

Section 11. 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 Recipient'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 Regulations.

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.

Section 12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

- i. **Recipient's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient's preexisting property will remain with the Recipient.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Recipient under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **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.

B. Purchase or Improvement of Real Property.

This Agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this Agreement is supported by state funds, the Recipient shall comply with Section 287.05805, F.S. This section requires the Recipient 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. Title to state-owned real property remains vested in the state. Title to federally owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

- i. **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 **\$5,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **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.

D. Equipment and Supplies

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

Section 13. RELATIONSHIP OF THE PARTIES.

A. Independent Recipients.

The Recipient shall perform as an independent Recipient and not as an agent, representative, or employee of the Commission. The Recipient 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 Recipient and the Commission.

B. Recipient Training Qualifications.

The Recipient agrees that all Recipient employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Recipient 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 Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient. 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 other requirements. Such refusal shall not relieve Recipient of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Recipient, may reject and bar from any facility for cause any of Recipient's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.

The Recipient 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 Recipient.

E. Commission Rights to Undertake or Award Supplemental Contracts.

The Recipient agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Recipient and its subcontractors shall cooperate with such other Recipients and the Commission in all such cases.

Section 14. SUBCONTRACTS.

The Recipient is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

A. Authority.

The Recipient 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 Recipient 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 Recipient 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 Recipient further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Recipient, at its expense, will defend the Commission against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A.

B. Recipient Payments to Subcontractor.

If subcontracting is permitted pursuant to Paragraph A, above, Recipient 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 Recipient and subcontractor. Recipient's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Recipient and paid to the subcontractor in the amount of one-half of one percent (0.50%) 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 percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees.

The Commission shall retain the right to reject any of the Recipient'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 Recipient 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.

Section 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. Disclosure of Interested State Employees.

This Agreement is subject to Chapter 112, F.S. Recipient shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Recipient must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. Convicted Vendors.

The Recipient hereby certifies that neither it, nor any person or affiliate of Recipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Recipient shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **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 Recipient, 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:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (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.
- iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), 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.” Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Agreement, the Recipient has a continuing duty to promptly disclose to the Commission’s Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Recipient’s ability to perform under this Agreement. If the existence of such Proceeding causes the Commission concern that the Recipient’s ability or willingness to perform the Agreement is jeopardized, the Recipient may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Recipient will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Recipient and/or its employees or agents 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.

E. Certain Violations of Federal Criminal Law.

If this Agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Recipient must disclose, in a timely manner, in writing to the Commission all

violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Section 16. INSURANCE.

If the Recipient is a state or federal agency with self-insurance, Recipient warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state or federal law and that such insurance or self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient.

If the Recipient is not a state or federal agency with self-insurance, then the following applies:

A. Reasonably Associated Insurance.

During the term of the Agreement, the Recipient, 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 Recipient, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Recipient shall not be interpreted as limiting the Recipient'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 Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient 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 Recipient. 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 Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, 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 Recipient is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Recipient 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 Recipient shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A.

E. Written Verification of Insurance.

Upon execution of this Agreement, the Recipient 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, Recipient shall furnish proof of applicable insurance coverage to the Commission's Grant Manager 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, Recipient 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 Recipient providing such insurance.

Section 17. SPONSORSHIP.

As required by Section 286.25, F.S., if the Recipient 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 (Recipient'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 Recipient's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 18. PUBLIC RECORDS.

- A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B. This Agreement may be unilaterally canceled by the Commission for refusal by the Recipient 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 Recipient in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C. If the Recipient meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following:
 - i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 20. SECURITY AND CONFIDENTIALITY.

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

Section 21. RECORD KEEPING REQUIREMENTS.

A. Recipient Responsibilities.

The Recipient 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 Contractor Books, Documents, Papers, and Records.

The Recipient 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 Recipient'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. Recipient Records Retention.

Unless otherwise specified in Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (<https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Recipient shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Recipient Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Agreement, the Recipient shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. Compliance with Federal Funding 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 **\$25,000.00** awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

Section 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT (FSAA) REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Recipient 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 Uniform Guidance (2 CFR 200), the Recipient may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Recipient shall comply with the audit requirements outlined in Attachment B, attached hereto and made a part of the Agreement, as applicable.

Section 23. FEDERAL COMPLIANCE.

As applicable, Recipient shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Recipient 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. Equal Employment Opportunity.

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 Part 60-1.4). 41 CFR Part 60-1.4 is hereby incorporated by reference.

C. Davis-Bacon Act.

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the Agreement no less than the

locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

D. Copeland “Anti-Kickback Act”.

- i. **Recipient.** The Recipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
- ii. **Subcontracts.** The Recipient or subrecipient/subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subrecipients/subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subrecipient/subcontractor or lower tier subrecipient/subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

E. Contract Work Hours and Safety Standards Act

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

F. Rights to Inventions

If this Agreement is supported by federal funds and meets the definition of “funding agreement” under 37 CFR Part 401.2(a) then the Recipient must comply with all requirements of 37 CFR Part 401.

G. Energy Efficiency.

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) applies.

H. Debarment and Suspension Recipient Federal Certification

- i. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Recipient is required to verify that none of the Recipient’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The Recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Recipient/Subrecipient. If it is later determined that the Recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Recipient/Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The Recipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise

from this offer. The Recipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment

Recipients awarded \$100,000 or more in Federal funds shall file the required certification. Recipients shall file the required certification with the Commission's Grant Manager five (5) business days after Agreement execution. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient who in turn will forward the certification(s) to the Commission.

J. Procurement of Recovered Materials

- i. In the performance of this Agreement, the Recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.
- iii. The Recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Domestic Preference for Procurements

- i. As appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this Agreement.
- ii. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Compliance with Office of Management and Budget Circulars.

As applicable, Recipient shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

M. Drug Free Workplace.

Pursuant to the Drug-Free Workplace Act of 1988, the Recipient attests and certifies that the Recipient will provide a drug-free workplace compliant with 41 U.S.C. 81.

N. American Rescue Plan Act (ARPA) of 2021.

If this Agreement relies on ARPA federal funds, then the following shall apply:

- i. Recipients shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Commission prior to Agreement execution.
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).

If federal funds are awarded to be used in this Agreement for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.
- iii. All subcontractors, successors, or assignees to this Agreement will be held to the same requirements as the original Parties to this Agreement.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

P. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure, obtain, extend or renew an agreement that utilizes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 25. 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 Contract 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, 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 Contract 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, 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 contract, 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.

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. Recipient is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, volunteers and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

If Recipient is not a state agency or subdivision as defined above, Recipient 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 Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient 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. The Commission reserves the right to select its counsel.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.

- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The Parties have two weeks after notice to agree in writing upon a mediator.
- iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
 - a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
 - b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.
 - c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.
 - d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.
- vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. 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 Recipient of *quantum meruit*.

Section 31. 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.

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Recipient 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 Recipient knowingly employs unauthorized aliens.

Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor 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 Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, 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. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor 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 Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 34. 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 Recipient believes is excusable under this paragraph, Recipient 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 Recipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'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 Recipient of its decision in writing. No claim for damages, other

than for an extension of time, shall be asserted against the Commission. Recipient 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, Recipient 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 Recipient, provided that Recipient 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 Recipient 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.

Section 35. 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 Recipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A.

Section 36. REPORTING REQUIREMENTS CONCERNING EXECUTIVE ORDER 20-44.

This term does not apply to governmental entities.

If this Agreement is a sole-source, public-private agreement or if the Recipient, through this Agreement with the State, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Recipient shall provide an annual report (Executive Order 20-44 Attestation Form, Attachment C), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Recipient must also inform the Commission's Grant Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Section 37. MEDIA REQUESTS.

Recipients shall refer all requests by the media or public relations personnel to the Commission's Grant Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

Section 38. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachments A, if the Recipient intends to use a small unmanned aircraft system (sUAS) at any time throughout the duration of the Agreement, the Recipient shall request approval from the Commission, in writing, prior to use. Upon request by the Commission, the Recipient shall provide all required documentation, such as license or certification, flight plans, and registrations. The

Commission will notify the Recipient in writing of the approval or rejection of the request. If approved, the Recipient will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commissions policies, applicable to operating sUAS.

Section 39. 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 Recipient's response to the solicitation.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

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.

RECIPIENT EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
City of St. Pete Beach	Florida Fish and Wildlife Conservation Commission
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts
- Attachment C, Monitoring Guidelines
- Attachment D, Notice of Grant Agreement (Site Dedication)
- Attachment E, Project Performance Tracking and Reporting Forms

SCOPE OF WORK

1. PROJECT DESCRIPTION

- A. Purpose and Background:** The City of St. Pete Beach (Grantee) will use grant funds to develop a feasibility study for improvements to the Don CeSar Boat Ramp in the City of St. Pete Beach, Florida.
- B. Project Benefits:** This project will result in a Preliminary Engineering Report that evaluates two alternatives in order to improve boating access and safety for the residents of St. Pete Beach and its visitors utilizing the Don CeSar Boat Ramp.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements, Section 4(G) of the Agreement. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2025. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2025.**

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of \$128,344.00.

- A. Deliverable 1:** The Grantee will, through own staff or through contracted services, design and engineer plans for improvements to the Don CeSar Boat Ramp.

Deliverable 1 Tasks:

- The Grantee will complete studies of two sites and various siting options to determine the best site and position for the redesigned Don CeSar Boat Ramp;
- Complete all required environmental surveys including
 - Subsurface utility engineering
 - Topographic survey
 - Hydrographic survey
- Create draft conceptual plans to be approved by FBIP Grant Manager;
- Upon approval, create final conceptual plans;
- Develop a Preliminary Engineering Report and Cost Estimate.

Compensation: Total payment for this deliverable will not exceed \$128,344.00.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide feasibility study findings, topographic and hydrographic surveys conducted, draft conceptual plans and final conceptual plans to the FBIP Grant Manager. See FWC Cost Reimbursement Contract Payment Requirements, Section 4(G) of the Agreement, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

- A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.
- B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.
- C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.
- D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

- A. **Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.
- B. **Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.
- C. **Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to

review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.

- D. Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.
- E. Commencement of Work:** The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 22-009, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- G. Certificate of Completion:** Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.
- H. Project Close-out Report:** In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.
- I. Site Dedication:** For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment D. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication and Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, 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 or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- J. Acknowledgement:** Upon completion of the Project, and prior to the reimbursement of funds, 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 Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.
- K. Directional Signs:** Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission's Grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

5. BUDGET

- A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, 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 \$128,344.00. All amounts noted in the

budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's Grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	\$0	\$0	\$0
1	Contracted Services	\$123,094.00	\$0	\$123,094.00
1	Permitting & Project Inspection Fees	\$5,250.00	\$0	\$5,250.00
	Site Preparation	\$0	\$0	\$0
	Demolition & Removal	\$0	\$0	\$0
	Construction	\$0	\$0	\$0
	Equipment (Rental or In-Kind Use)	\$0	\$0	\$0
	Contingency Costs	\$0	\$0	\$0
	Other Costs	\$0	\$0	\$0
	Pre-Award Costs	\$0	\$1,942.72	\$1,942.72
	TOTAL	\$128,344.00	\$1,942.72	\$130,286.72
	PERCENTAGE	98.51%	1.49%	100.00%

- B. Cost Share:** The Grantee agrees to provide 1.49% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 22-009. The total compensation by the Commission shall be \$128,344.00 or 98.51% of the total cost, whichever is less.
- C. Pre-Award Costs:** The City of St. Pete Beach was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

- A. Fee Schedule:** This section is not applicable
- B. Travel Expenses:** No travel expenses are authorized under the terms of this Agreement.
- C. Cost Reimbursement:** This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$130,286.72. The Commission agrees to reimburse the Grantee for an amount not to exceed \$128,344.00 or 98.51% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of \$1,942.72 or 1.49% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.
- D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's Grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment D) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission's Grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is Section 4(G) of the Agreement.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

7. MONITORING SCHEDULE

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment C Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within

the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance 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. This section shall survive any Agreement termination.

- C. Project Maintenance:** The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

- D. Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

Reporting Period

January through March

April through June

July through September

October through December

Report due by:

April 15th

July 15th

October 15th

January 15th

- E. Annual Reports:** Following completion of a Construction Project, but not a project that involves only design, engineering, and permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to FBIP@MyFWC.com or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds

tendered under this Agreement for the original Project. This section survives any Agreement termination.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's Grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's Grant manager. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Subparagraph I, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. Fees: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.

B. Drug-Free Workplace Requirement for Construction Contractors: Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S.,

who contracts to perform construction work under a state contract shall implement a drug-free workplace.

- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter “OMB Uniform Guidance” 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 Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient 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. If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Subrecipient expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient 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 Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. 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. If the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, 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 Subrecipient's resources obtained from other-than Federal entities).
- H. 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. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient 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 Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient 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 Subrecipient 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 Subrecipient expends less than **\$750,000.00 (\$500,000.00** in fiscal years prior to July 1, 2016) 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 Subrecipient expends less than **\$750,000.00 (\$500,000.00** in fiscal years prior to July 1, 2016) 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 Subrecipient'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/>.
- E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

PART III: REPORT SUBMISSION

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
1. The Commission at the following address:

**Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**
 2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, 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 Section 200.512, OMB Uniform Guidance.

- B.** Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, 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 Subrecipient directly to each of the following:

1. The Commission at the following address:

**Office of Inspector General
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 Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, 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 Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

- End of Attachment -

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
	N/A	
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements
	N/A

STATE RESOURCES AWARDED TO THE SUBRECIPIENT 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
77.006	Florida Boating Improvement Program	\$128,344.00
	Total State Awards	\$128,344.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, July 2019

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), 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 Subrecipient.

- End of EXHIBIT 1 -

Monitoring Guidelines

Florida has enhanced state and local capacity for public boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable U.S. Fish and Wildlife Service (USFWS) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. On-site monitoring are actual visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that will be examined may include:

- Management and administrative procedures;
- Grant folder maintenance;
- Accounting system;
- Program for obsolescence;
- Status of expenditures;
- Status of planning, design and engineering activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NEPA/Section 7/EHP compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Americans with Disabilities Act (ADA Status);
- Procurement Policy
- Procurement documents
- Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the USFWFS region, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol:

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation:

A letter will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

On-Site Monitoring Visit:

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.

FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

Post Monitoring Visit:

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

NOTICE OF GRANT AGREEMENT / SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

Original signature

Witness

Printed Name

Printed Name

Title

Witness

Date

Printed NameSTATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____, who is personally known to me or who
produced _____ as identification.

Stamp:

Notary Public, State of Florida

ATTACHMENT E

FWC BOATING ACCESS GRANTS

GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

AGREEMENT# 22026

Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

FORM 1A

Completing the Quarterly Report

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number. Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement number.
2. number.

Financial History

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

Performance Tracking

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Title:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

*****Both Grant Manager and Financial Officer should verify and sign off on this section. *****

ATTACHMENT E
FWC BOATING ACCESS GRANTS
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

FORM 1B

Project Status for Reporting Quarter

Provide a detailed narrative status update for all projects.

Timeline of Events for Reporting Quarter

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

Other

List any additional project information.

Technical Assistance

If technical assistance is needed, please indicate the type of technical assistance required.

Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.

FORM 2

Completing Reimbursement Request FORM 2

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

➤ **Agreement Amount:** Should reflect the amount of the actual Agreement.

➤ **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.

➤ **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3....etc.)

➤ **Payment Amount:** Should reflect the total amount being requested for reimbursement.

➤ **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.

➤ **Category Table:** This should reflect the amount claimed against each category.

➤ **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

FORM 3

Detail Of Claims

1. Fill in your Agency/Organization Name and Agreement number.

Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable to the reimbursement request.

➤ **Vendor:** Indicate the vendor used for purchase/service.

➤ **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.

➤ **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)

➤ **Description:** Brief description of purchase/service provided.

➤ **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate indicate that on description section or notate on backup document.

ATTACHMENT E
FWC BOATING ACCESS GRANTS
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

FORM 4

Instructions for Completing the Time and Effort Reporting (if applicable)

- According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).
- All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
- The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
- The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
- Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
- Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
- Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

FORM 5

Instructions for Completing the Certification of Completion Statement

- Indicate the grant program from which funding was received.
- Enter FWC Agreement number if not already populated.
- Print your name and title and the entity name which is reflected on the funding agreement.
- Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager **with photos** documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

FORM 6

Completing the Final Project Closeout Report

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

ATTACHMENT E
FWC BOATING ACCESS GRANTS
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

Date Expenditure(s) Payment Received

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

Program Income, Refund And/or Final Interest Check

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.

FORM 7

Post Award Use & Access Annual Report

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

FORM 8

Subcontractor List

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
FINANCIAL HISTORY & PERFORMANCE TRACKING
ATTACHMENT E - FORM 1A

Recipient/Subrecipient

City of St. Pete Beach

155 Corey Avenue

St. Pete Beach, FL 33706

AGREEMENT#

22026

QUARTERLY REPORTING DUE DATES

(Drop box list below select the quarter of activity being reported along with year)

Period:

Select Period of Performance

Financial History Report

For directions click link

[Instructions](#)

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)				#DIV/0!	\$ -
Contracted Services	\$ 123,094.00				\$ 123,094.00
Permitting & Project Inspection Fees	\$ 5,250.00				\$ 5,250.00
Site Preparation				#DIV/0!	\$ -
Demolition & Removal				#DIV/0!	\$ -
Construction				#DIV/0!	\$ -
Equipment (Rental or In-Kind Use)				#DIV/0!	\$ -
Contingency Costs				#DIV/0!	\$ -
Other Costs				#DIV/0!	\$ -
Pre-Award Costs	\$ 1,942.72				\$ 1,942.72
Total Expenditures	\$130,286.72				\$ 130,286.72

Performance Tracking

Project Title	Category	Start Date	Projected End Date	Percentage Completed	Funds Allocated (Budget)	Project Status
TOTAL (or Average Percentage)				#DIV/0!	\$ -	

Cumulative Amount Previously Submitted for Reimbursement

Total Received

I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.

Signed: _____

Date: _____

Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____

Date: _____

Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

FWC BOATING ACCESS GRANTS
Quarterly Status Report
ATTACHMENT E - FORM 1B

Recipient/Subrecipient

City of St. Pete Beach
155 Corey Avenue

St. Pete Beach, FL 33706

AGREEMENT# 22026

INSTRUCTIONS

For instructions on completing

*click the **HELP** button*

PROJECT STATUS (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

TIMELINE OF EVENTS FOR REPORTING PERIOD

OTHER (Optional) - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

TECHNICAL ASSISTANCE

Is technical assistance needed: _____ If "yes", are you requesting, onsite visit or phone call _____

I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.

Signed: _____

Grant Manager

Date: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
REIMBURSEMENT REQUEST
ATTACHMENT E - FORM 2

Recipient/Subrecipient

City of St. Pete Beach

155 Corey Avenue

St. Pete Beach, FL 33706

AGREEMENT#

22026

Agreement Amount

Submission Date

Reimbursement #

Requested Amount

COSTS INCURRED DURING THE PERIOD OF:

THROUGH

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

	Total Cost	Match/Cost Share	Other	Grant Cost (FBIP/BIGP/SFR)
Administration Costs (max 5% of total)				
Contracted Services				
Permitting & Project Inspection Fees				
Site Preparation				
Demolition & Removal				
Construction				
Equipment (Rental or In-Kind Use)				
Contingency Costs				
Other Costs				
Pre-Award Costs				
Totals	\$ -	\$ -	\$ -	\$ -
Percentage	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____
Grant Manager

Date: _____

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____
Financial Officer

Date: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

TO BE COMPLETED BY FWC STAFF

AGREEMENT AMOUNT	
PREVIOUS PAYMENT(S)	#VALUE!
THIS PAYMENT	
REMAINING BALANCE	#VALUE!

**TOTAL AMOUNT TO BE PAID
ON THIS INVOICE**

DATE SUBMITTED TO FWC

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
DETAIL OF CLAIMS BY CATEGORY
ATTACHMENT E - FORM 3

Complete this form **once for each category claimed** in this reimbursement request. Itemize each expense that makes up the total claimed for that category.

Recipient/Subrecipient: City of St. Pete Beach

AGREEMENT # 22026

COST INCURRED DURING THE PERIOD OF: January 0, 1900 THROUGH #VALUE!

Category	VENDOR	DATE PAID	CHECK # or EFT	DESCRIPTION	Match/Cost Share	Grant Cost (FBIP/BIGP/SFR)
TOTAL EXPENDITURES					\$ -	\$ -

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
TIME AND EFFORT
ATTACHMENT E - FORM 4**

This form is required to accompany reimbursement claims for **salaries credited as match/cost share** to the grant.

Employee Name: _____ Agreement: 22026
Pay Period: _____ TO _____ Indicate Contracted Hours for Pay Period _____

		Week 1								Week 2								Grand Total			
	Hours Type	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total				
1	Administration Costs (max 5% of total)								0									0	0		
2	Vacation								0									0	0		
3	Sick Time								0									0	0		
4									0									0	0		
5									0									0	0		
6									0									0	0		
7									0									0	0		
8									0									0	0		
9									0									0	0		
10									0									0	0		
11									0									0	0		
12									0									0	0		
13									0									0	0		
14									0									0	0		
Daily Totals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Week One Total									0	Week Two Total									0	0	
I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.									I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.												
Employee Signature: _____									Date: _____		Supervisor Signature: _____									Date: _____	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
ATTACHMENT E - FORM 5**

CERTIFICATION OF COMPLETION STATEMENT

Grant Program:

FWC Agreement # 22026

☐ Boating Infrastructure Grant Program (BIGP)
☒ Florida Boating Improvement Program (FBIP)
☐ Sportfish Restoration Program (SFR)

I, _____
(Print or Type Name and Title)

representing _____
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 22026 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

(Signature)

(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATION BY COMMISSION

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

(Division)

(Signature)

(Date)

(Print or Type Name and Title)

Inspected: _____ Yes _____ No or N/A _____ Engineer Reviewed

(Name of Inspector/Engineer)

(Date of Inspection)

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

22026
AGREEMENT #

\$	-
AGREEMENT AMOUNT	

AGREEMENT PERIOD OF PERFORMANCE

(1)	(2)
COST CATEGORIES	TOTAL EXPENDITURES
Administration Costs (max 5% of total)	
Contracted Services	
Permitting & Project Inspection Fees	
Site Preparation	
Demolition & Removal	
Construction	
Equipment (Rental or In-Kind Use)	
Contingency Costs	
Other Costs	
Pre-Award Costs	
Total	\$ -

[illegible]**REFUND AND/OR PROGRAM INTEREST CHECK**

Refund and/or final program income check is due no later than thirty (30) days after the completion of the project.

Date Form 5 signed by Recipient: 01/00/00

Was income earned on the project during the POP? Y/N _____

Were funds expended in accordance with agreement terms? Y/N _____

All quarterly reports submitted up to current reporting period? Y/N _____

Certification of Completion & photos submitted? Y/N _____

Make check payable to :	Florida Fish & Wildlife Conservation Commission
	Grants & Revenue Section
	Florida Fish & Wildlife Conservation Commission
	620 S. Meridian Street
	Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N

I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement.

Signed: _____ Date: _____
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ Date: _____
Financial Officer

Page 77 of 152

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
POST AWARD USE & ACCESS ANNUAL REPORT
ATTACHMENT E - FORM 7**

Recipient: City of St. Pete Beach **FWC AGREEMENT #** 22026

Project Title: _____

Project Address: _____

Agreement End Date: _____

Useful Life End Date: _____

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

\$

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Scopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: _____

Date: _____

Title: _____

Submitted by: _____

Title: _____

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
SUBCONTRACTOR LIST
ATTACHMENT E - FORM 8**

AGREEMENT# 22026

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, "The (Recipient/Subrecipient) must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the (Recipient/Subrecipient) reserves the right to reject any subcontractor."

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory complaints vendor list.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

Vendor/Contractor

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Entity ID

Vendor/Contractor

DUNS/Unique Entity ID

DUNS/Unique Identifier

DUNS/Unique Entity ID

DUNS/Unique Identifier

DUNS/Unique Entity ID

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Suntan Memorandum of Understanding Renewal

Date: February 13, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: The purpose of this Memorandum of Understanding (MOU) between the City and the Suntan Art Center (Suntan) is to define and continue the successful working relationship between the two parties, their staff and members. The City and Suntan think this affiliation is essential for the enhancement, maintenance and purveyance of the arts, art instruction and history of the arts in the St. Pete Beach area. The MOU must be renewed every 2 years and the current MOU expired February 9, 2023. Copies of the renewed MOU and biennial report are sent to the National Park Service to adhere to the Deed of Conveyance.

Funding: N/A

Attachments:

1. City and SunTan Arts Center MOU v2 2023 (00172476xE1F64)2

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. PETE BEACH

AND

SUNTAN ART CENTER

A STATE OF FLORIDA 501(c)(3) NOT FOR PROFIT ORGANIZATION

**AN AFFILIATION TO CONTINUE TO BRING ART INSTRUCTION TO
THE CITIZENS OF THE CITY OF ST. PETE BEACH**

Effective _____, 2023

PURPOSE

The City of St. Pete Beach (City) has a long history of support for the artistic endeavor. Since 1981 the City has furnished space to local arts groups for the purpose of pursuing the creative desires of those individuals interested in exploring and perfecting their talents and education in all media. In doing so, the City has assisted in strengthening and broadening the arts in our community and the surrounding area. With its pristine beaches, relaxed lifestyle and artistic penchant, the arts community have found an enlightened City willing to assist in the cultivation of those cultural attributes that make "The Beach" a better place to live.

This Memorandum of Understanding (MOU) between the City and the Suntan Art Center (Suntan) is to define and continue the successful working relationship between the two parties, their staff, and members. The City and Suntan think this affiliation is essential for the enhancement, maintenance and purveyance of the arts, art instruction and history of the arts in the St. Pete Beach area.

The City owns the historic Don Vista Building and adjacent parking lot, located at _____ Gulf Boulevard, which generally serves as a location for community activities and artistry. The purpose of this MOU is to codify an understanding between the City and Suntan pertaining to the rules and responsibility of Suntan's use of the Don Vista Building.

SUNTAN RESPONSIBILITIES

1. Provide staffing, both volunteer and paid, to keep the Don Vista Building open to the public when Suntan classes are in session and the Gallery is open.
2. Compensate the City \$800 per month for use of the Don Vista Building and dedicated off-street parking for Suntan's classes and programs. Payments are to be received by the 5th of each month, payable to the "City of St. Pete Beach" (See #9 under City Responsibilities).
3. Provide sanitation services and maintain the premises in an acceptable manner while using the facility.
4. Provide and expand art and recreational classes (substantially different enough to not directly compete with programs/classes being offered by the St. Pete Beach Community Center) for all members of the community wishing to enroll in Suntan's classes. Suntan will be responsible for identifying and contracting with individual instructors for all such classes.
5. Host special art related workshops.
6. Maintain the importance of the Don Vista Building by occasionally hosting outside organization's special art exhibits and joint exhibitions with Suntan and other organizations. All such events must receive written authorization from the City, and the City shall have sole authority to approve or deny requests.
7. Sell artwork items produced by Suntan members and students. All arts and crafts items must be of quality workmanship and displayed in a professional manner. The City retains sole discretion to determine if any item fails to meet this standard.
8. Maintain all insurance required by the City and to provide a copy of all insurance documents to the City.
9. Hold monthly member exhibitions, member featured artist shows, and annual open art exhibitions, utilizing all gallery and wall hanging space. Suntan will be responsible for hanging and/or display of all exhibitions.
10. Display within Suntan promotional materials a schedule of appropriate and relevant City classes, functions, and events.
11. Reimburse the City for use of City copiers.
12. Suntan Art Center Leases the Patio at the Paradise Grille for their artists to display and market their arts and crafts each weekend of the year. The terms of which are detailed in a separate agreement with the City.

CITY RESPONSIBILITIES

1. Permit Suntan to utilize the Don Vista Building and dedicated parking with the goal of strengthening and broadening the arts in the City and surrounding area.
2. Maintain the structural aspects of the Don Vista Building, including but not limited to, routine maintenance and services, including but not limited to pest control, elevator, mechanical, electrical and plumbing systems.
3. Manage all room rentals at the Don Vista Building consistent with the guidelines set by the U.S. Department of Interior, National Park Service.
4. Provide custodial services on a regular basis.
5. Pay operating expenses of the Don Vista Building, including but not limited to water, electric, internet and phone services, all non-structural costs of the interior maintenance and operation of the building.
6. Provide solid waste collection.
7. Provide banner installation for two fundraisers per calendar year.
8. Approve at least twelve street closures per calendar year in the adjacent parking lot between the Don Vista Building and the Don Cesar Hotel for fundraising and cultural events.
9. Not remove any tables, chairs, office furniture, art hanging systems, kilns, easels, whiteboards or other equipment from the Don Vista Building necessary for the conduct of Suntan classes, receptions or exhibitions. All equipment purchased by or donated to Suntan will remain the sole property of Suntan.
10. Display within City promotional materials a schedule of appropriate and relevant Suntan classes, functions, and events.
11. When possible and appropriate, give Suntan a rate reduction and priority location at art exhibitions, openings or meetings held at other City facilities.
12. Assign a City contact for maintaining records, receive the monthly compensation payments, and generally be the liaison between the City and Suntan.

AMENDMENTS, TERMINATION, AND ATTACHMENTS

1. This MOU shall continue in its current form during the specified term herein unless modified or terminated in writing by the City and Suntan. Any

request for modification or termination must be made with at least sixty days' notice.

2. All significant information related to this MOU shall be attached to this MOU for record keeping. Said attachments shall set forth, in terms appropriate to the activity, an implementation plan, technical requirements, and other responsibilities, obligations, or conditions not addressed in this MOU. All activities between the City, Suntan or another party, not addressed in this MOU and which involve special funding arrangements, must be done by separate written instrument and shall be subject to the availability of funds and in accordance with applicable laws and regulations.

OTHER PROVISIONS

1. Use of the Don Vista Building by the City and Suntan shall be consistent with and not violate any regulations, covenants, restrictions, or conditions imposed on its use by the United States Department of Interior, the State of Florida Division of Cultural Affairs, or the City of St. Pete Beach.
2. The City will coordinate all communications between the parties to this MOU and the State of Florida and the United States Department of the Interior.
3. Use of the Don Vista Building by Suntan and this MOU or any future attachments, shall not grant beach access. Suntan shall inform all guests and members that beach access is not permitted from the Don Vista Building and parking area.
4. The City has the right to control and approve, prior to display, any media Suntan intends to utilize or place outside of the Don Vista Building.
5. City residents shall be permitted to participate in cultural and recreational activities by Suntan at the published rates.
6. This MOU is exclusively for Suntan and the City. Other groups, organizations and individuals using the Don Vista Building shall do so only through a separate written instrument approved by the City. This MOU is not intended to exclude additional affiliations.
7. Nothing herein intentionally conflicts with current directives or the applicable laws of any of the parties entering this MOU. If the terms of the MOU are inconsistent with existing directives or with the applicable laws of any of the parties entering the MOU, then those parts of this MOU that are determined to be inconsistent shall be invalid. The remaining terms and conditions of this MOU not affected by any inconsistency shall remain in full force and effect.

8. Resolution of any disagreement about a term or terms of this MOU and/or attachments, amendments, and modifications shall first be attempted by the City liaison and representatives of Suntan. If a resolution cannot be achieved within thirty days, the areas of disagreement shall be forwarded to respective higher officials for appropriate resolution.
9. Nothing in this MOU conveys, or shall be construed as conveying, any interest in the Don Vista Building, from the City to Suntan, nor does this MOU surrender absolute control over and possession of the Don Vista Building to Suntan. The City conveys and Suntan receives only such authority as is set forth in this MOU, and that may be necessary and appropriate to use the Don Vista Building in a manner that is consistent with the operation specified herein.

TERM

This MOU will be in effect for a period of two (2) years from its effective date.

SIGNATORIES:

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

Suntan Arts Center

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**St. Pete Beach City Commission
Agenda Report**

Action Request: Request authorization of expenditures in the amount of \$102,709.96 under the unit price Concrete, Brick and Mortar contract with Gilliam Construction, LLC for 18th and 19th Avenue Alleyway Improvements.

Strategic Objective: Beautification and Resiliency

Date: February 13, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On December 9th, 2020, the City entered into a unit price agreement with Gilliam Construction, LLC (Gilliam) for Concrete Brick and Mortar Repair and Replacement. The City requested a quote from Gilliam to construct the improvements to the alleyways between 18th and 19th Avenues in Pass-a-Grille. The City has received numerous complaints of standing water and poor drainage along these alleyways, prompting a task order with Halff Associates, Inc. to design improvements along the affected alleys to alleviate the standing water. The scope of work for Gilliam includes the installation of ribbon curbing along the alleyway to establish a permanent reference point for future regrading, a Geoweb geotextile underlayment, new concrete aprons at the entrances to the alleys, and a new shell surface. The Geoweb installation, which is an unpriced item in Gilliam's unit price contract, will prevent rutting from heavy vehicles traveling down the alley (trash trucks, moving vans, etc.).

Funding: Fund: Capital
Account: 301.8000.590.0012
Available budget: \$100,000

Additional \$2,709.96 will be transferred from available contingency balance; account 301.8000.590.5599.

Attachments: Quote from Gilliam Construction, LLC
Alleyway Design by Halff Associates, Inc.
Award Analysis

**Reviewed by the
City Manager:** _____

Gilliam Construction LLC

2315 17th Street E.
Palmetto, FL 34221
Phone: (941) 723-1000
Fax: (941) 723-1001
Website: gcgilliamconstruction.com



Quote

DATE	12/15/2022
Quote #	1766
Contract #	
WO #	

BILL TO

City of St. Pete Beach
155 Corey Ave
St. Pete Beach, FL 33706

[illegible]

Subtotal	\$102,709.96
Taxable	-
Tax rate	
Tax due	-
TOTAL	\$ 102,709.96

OTHER COMMENTS

If you have any questions about this quote, please contact
LaTora Gilliam, (941) 723-1000, lgilliam@gcgilliamconstruction.com

Thank You For Your Business!

CONSTRUCTION PLANS
FOR
18TH & 19TH AVE ALLEYWAY IMPROVEMENTS
100% PLAN SUBMITTAL

PREPARED FOR:

CITY OF ST. PETE BEACH
PUBLIC WORKS DEPARTMENT

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LOCATION MAP

CITY OF ST. PETE BEACH
PINELLAS COUNTY, FLORIDA

UTILITY CONTACT INFORMATION:

PINELLAS COUNTY	BILLY BAY	(727) 464-4220
DUKE ENERGY	CARTER WILLIAMS	(727) 893-9316
FRONTIER COMMUNICATIONS	CHRISTOPHER BLAUVELT	(727) 313-3235

CONTRACTOR UTILITY NOTE:

CONTRACTOR TO IDENTIFY AND LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
CONTRACTOR TO COORDINATE WITH UTILITY OWNER AS REQUIRED.



ALLISON SHAW
LICENSE NUMBER: 57366
DATE: 2022-06-15

GENERAL CONSTRUCTION NOTES:

- A. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE PERMITS AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES, HALFF AND THE ARCHITECT. THE CONTRACTOR SHALL OBTAIN COPIES OF ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SCHEDULE ANY NECESSARY INSPECTIONS ACCORDING TO AGENCY INSTRUCTIONS.
- B. CONTRACTOR SHALL OBTAIN ALL REQUIRED CONSTRUCTION PERMITS AND INFORM THE ENGINEER OF RECORD IN WRITING OF ANY ADDITIONALLY KNOWN PERMITS REQUIRED FOR CONSTRUCTION.
- C. CONTRACTOR IS RESPONSIBLE FOR PREPARING ANY REQUIRED DEWATERING PLAN AND OBTAINING WATER MANAGEMENT DISTRICT APPROVAL OF SAID PLAN.
- D. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO IN THESE PLANS ARE THE 'LATEST VERSIONS' UNLESS SPECIFICALLY NOTED OTHERWISE.
- E. ANY REFERENCE TO "FDOT", "FDOT INDEX", "INDEX", OR "STANDARD INDEX" INCLUDED IN THIS PLAN SET REFERS TO THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD PLANS.
- F. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST APPLICABLE FEDERAL, STATE AND LOCAL AGENCY'S REGULATIONS AND STANDARDS. ALL CONSTRUCTION, MATERIALS AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH LOCAL AGENCY AND FDOT SPECIFICATIONS (LATEST EDITION). WHEN IN CONFLICT, THE STRICTER OF THE TWO SHALL CONTROL.
- G. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES (INCLUDE LIGHTING, POWER, TELEPHONE, CABLE, GAS, ETC...). THIS WILL REQUIRE THE CONTRACTOR TO SCHEDULE FIELD MEETINGS WITH UTILITY PROVIDER'S TO DETERMINE EXISTING UTILITY LOCATIONS AND TIE-IN/CONNECTION CONFIRMATION FOR THE CONTINUITY OF PROPOSED WORK. CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ALL DISTURBED AREAS.
- H. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRE-CAST AND MANUFACTURED ITEMS TO THE OWNER'S ENGINEER FOR REVIEW AND APPROVAL. PRIOR TO SUBMITTING SHOP DRAWINGS TO THE ENGINEER OR ARCHITECT, THE CONTRACTOR SHALL PERFORM DUE DILIGENCE IN REGARD TO REVIEWING THE SHOP DRAWINGS IN ADVANCE TO CONFIRM DIMENSIONS, ELEVATIONS, CONNECTIONS AND MATERIALS. THE CONTRACTOR SHALL REVIEW FOR ERRORS DUE TO MANUFACTURER OR SUBCONTRACTOR NOT REFLECTING THE CORRECT INFORMATION FROM CURRENT PLANS. FAILURE TO OBTAIN REVIEW AND APPROVAL BEFORE FABRICATION AND/OR INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S OWN EXPENSE.
- I. IT MAY BE NECESSARY TO EXAMINE, COORDINATE AND ADJUST THE PROPOSED LOCATIONS OF THE VARIOUS COMPONENTS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT COORDINATION DRAWINGS (SHOP DRAWINGS) SHOWING PIPE SIZES, STRUCTURES, AND ELEVATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCHEDULING AND COORDINATION OF THE UNDERGROUND WORK ASSOCIATED WITH THIS PROJECT.
- J. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW, WHEN POSSIBLE.
- K. ANY ON-SITE WELLS NOT PROPOSED TO REMAIN SHALL BE SEALED BY A LICENSED WELL CONTRACTOR IN ACCORDANCE WITH FAC 40D-3.517.
- L. ALL CONSTRUCTION SHALL CONFORM TO CURRENT ZONING REQUIREMENTS. CONTRACTOR MAY REQUEST A COPY OF THESE CONDITIONS FROM THE OWNER OR ENGINEER OF RECORD.
- M. ALL UNDERGROUND UTILITIES AND STORMWATER INFRASTRUCTURE SHALL BE INSTALLED, TESTED, INSPECTED, AND AS-BUILT PRIOR TO BASE AND PAVEMENT CONSTRUCTION. CONTRACTOR SHALL PROVIDE SAID AS-BUILTS TO THE ENGINEER OF RECORD FOR CURSORY REVIEW PRIOR TO PAVING. FAILURE TO FOLLOW THIS PROCEDURE MAY RESULT IN THE REMOVAL AND REPLACEMENT OF UNDERGROUND MATERIALS THAT COULD RESULT IN THE NEED TO RECONSTRUCT THE ROADWAY AT THE CONTRACTOR'S EXPENSE.
- N. CONTRACTOR SHALL COORDINATE PRE-CONSTRUCTION CONFERENCE WITH AGENCIES HAVING JURISDICTION OVER WORK TO BE PERFORMED.
- O. THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS NOTIFICATION TO THE ENGINEER AND TO THE APPLICABLE AGENCIES TO SCHEDULE INSPECTIONS.
- P. CONSTRUCTION SHALL ADHERE TO THE APPLICABLE GOVERNMENT AGENCY CRITERIA, PERMIT CONDITIONS, CONSTRUCTION DRAWINGS, AND ANY ADDITIONAL SPECIFICATIONS PROVIDED BY OWNER. IN THE CASE OF CONFLICTS BETWEEN THESE ITEMS, THE STRICTER SHALL CONTROL.
- Q. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE OWNER AND ENGINEER OF RECORD CONCERNING LIMITS OF CONSTRUCTION, TRANSITIONS OF WORK, ETC. WHICH MAY NOT BE SHOWN ON THESE PLANS.
- R. ANY PUBLIC LAND CORNER OR BENCHMARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT OR BENCHMARK IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT SURVEYOR SHALL BE NOTIFIED.
- S. EXISTING VERTICAL AND HORIZONTAL GEOMETRY, SUPER ELEVATION RATES, TAPERS AND TRANSITION RATES ASSOCIATED WITH EXISTING ROADWAYS SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN IN THE PLANS.
- T. VIBRATORY EQUIPMENT FOR SETTLING OR COMPACTION IS NOT PERMITTED.
- U. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, WHICH MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
- V. IN ACCORDANCE WITH THE UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT (CHAPTER 556, F.S.) THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL AT SUNSHINE 811 BEFORE DIGGING AND SHALL NOTIFY ALL UTILITY OWNERS 48 HOURS BEFORE BEGINNING WORK.
- W. UNLESS OTHERWISE DIRECTED BY THE OWNER, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED ENVIRONMENTAL PROTECTION AGENCY (EPA) PERMIT. THIS INCLUDES PREPARING A DETAILED STORMWATER POLLUTION PREVENTION PLAN, FILING A NPDES NOTICE OF INTENT (NOI), CONDUCTING NPDES INSPECTIONS, AND FILING A NOTICE OF TERMINATION (NOT), IF REQUIRED.
- X. EROSION CONTROL ITEMS SHOWN ON THE CONSTRUCTION DRAWINGS ARE MINIMUM REQUIREMENTS FOR PREVENTION, CONTROL, AND ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THE MEANS AND METHODS OF CONSTRUCTION EMPLOYED BY THE CONTRACTOR MAY NECESSITATE INSTALLATION AND MAINTENANCE OF SUPPLIMENTAL MEASURES IN ORDER TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL

- REGULATIONS. IF, IN THE OPINION OF THE ENGINEER OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE BEING TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRACKING, THE CONTRACTOR IS TO REMOVE SAID EARTH TO THE SATISFACTION OF THE ENGINEER OF RECORD AND THE AUTHORITY HAVING JURISDICTION.
- Y. EXISTING DRIVEWAY CONNECTIONS, WITHIN THE LIMITS OF THIS PROJECT, ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH UNLESS OTHERWISE SHOWN.
- Z. THE CONTRACTOR SHALL NOT STORE CONSTRUCTION MATERIALS, STOCKPILES, VEHICLES, OR HEAVY EQUIPMENT WITHIN WETLAND BUFFERS OR WITHIN THE PROTECTIVE RADIUS OF TREES PROPOSED TO REMAIN.
- AA. SEE FDOT 'STANDARD PLANS' FOR STANDARD ABBREVIATIONS DENOTED WITHIN THIS PLAN SET.
- AB. PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING FIRE MARSHALL REQUIREMENTS DURING CONSTRUCTION (INCLUDING TEMPORARY ACCESS ROADS, WATER SUPPLY, FIRE WATCH, ETC.).
- AC. IF, DURING CONSTRUCTION ACTIVITIES, ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING, BUT NOT LIMITED TO, ABORIGINAL OR HISTORIC POTTERY, PRE-HISTORIC STONE TOOLS, BONE OR SHELL TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS ARE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE LOCAL MUNICIPALITY AND THE FLORIDA DIVISION OF HISTORICAL RESOURCES (STATE HISTORIC PRESERVATION OFFICER) SHALL BE NOTIFIED WITHIN TWO WORKING DAYS.
- AD. THE CONTRACTOR SHALL PREVENT UTILITY TRENCH ENCROACHMENT INTO ADJACENT PROPERTIES, PROTECTED WETLANDS, AND PROTECTED TREE ROOT ZONES BY UTILIZING TRENCH BOXES AND/OR SHEETING IN ACCORDANCE WITH ALL APPLICABLE LAWS, RULES, MANUFACTURERS GUIDELINES AND STANDARD PRACTICES.
- AE. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH OWNER'S ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA. THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH ELECTRONIC VERSIONS OF ALL DRAWINGS ALONG WITH TWO SIGNED AND SEALED COPIES OF THE AS-BUILT SURVEY. THE ELECTRONIC FILES SHALL BE GEO-REFERENCED (STATE PLANE COORDINATE SYSTEM) AND TIED TO AN ESTABLISHED LOCAL PUBLISHED VERTICAL BENCHMARK. THE AS-BUILT SURVEY INFORMATION SHALL BE REVIEWED AND SUPPLEMENTED BY THE CONTRACTOR AS NECESSARY TO CLEARLY AND ACCURATELY REPRESENT ALL CONSTRUCTED ITEMS INCLUDING, BUT NOT LIMITED TO:
- a. WATER/WASTEWATER/RECLAIMED WATER AND OTHER PRESSURE PIPES:
- OFFSETS FROM EDGE OF PAVEMENT AND R-O-W TO PIPELINES SHALL BE SHOWN AT NOT GREATER THAN 100 FEET INTERVALS.
 - HORIZONTAL AND VERTICAL LOCATION OF CASING PIPE, CONCRETE ENCASEMENT, AND SHEETING BY STATION AND ELEVATION. INCLUDE SIZE, LENGTH, MATERIAL TYPE, AND WALL THICKNESS OF CASING.
 - HORIZONTAL AND VERTICAL LOCATION OF TOP OF PIPE AND FINISHED GRADE SHALL OCCUR AT A MAXIMUM OF 200 FEET FOR STRAIGHT RUNS OF PIPE AND AT SUFFICIENT INTERVALS TO ESTABLISH HORIZONTAL CURVATURE FOR ANY PIPE DEFLECTIONS IN A CURVED ALIGNMENT.
 - HORIZONTAL AND VERTICAL LOCATION OF TOP OF PIPE AND OTHER UTILITIES OCCURING AT A CROSSING.
 - LOCATION OF ANY FOUND UTILITIES.
 - INSTALLED PIPE DIAMETER, MATERIAL TYPE, AND AWWA/ASTM/ANSI CLASSIFICATION.
 - MATERIAL TYPE AND SERIAL NUMBERS OF ALL VALVES, METERS, ASSEMBLIES.
 - IF ABANDONMENT OF EXISTING FACILITIES IS INCLUDED IN PROJECT, PROVIDE SIZE, TYPE, DEPTH, LOCATION, AND LIMITS OF ANY ABANDONED PIPE. ALSO INCLUDE THE METHOD OF ABANDONMENT (I.E., MORTAR FILLED, ETC.).
 - ANY VERTICAL IMPROVEMENTS WITHIN EXISTING RIGHTS-OF-WAY THAT ARE IN IMMEDIATE PROXIMITY OF THE UTILITY SYSTEM (I.E. MONUMENT SIGNS, WALLS AND BRIDGES)
 - CROSS-SECTIONAL DETAILS SHALL BE PROVIDED WHERE UTILITIES CROSS.
 - HORIZONTAL AND VERTICAL LOCATION AND TYPE OF ALL FITTINGS, BENDS, REDUCERS, SLEEVES, PLUGS, CAPS, TEES, CROSSES, TAPS, RESTRAINED JOINTS, VALVES, BLOW-OFFS, HYDRANTS, HIGH AND LOW POINTS, POINTS OF DEFLECTION, ETC. (SURVEY SHALL ALSO INCLUDE FINISHED GRADE ABOVE THESE ITEMS.)
 - STATION ALL CONNECTIONS WHEN THEY ARE NOT ON PROPERTY LINES.
- b. GRAVITY SEWER LINES:
- LOCATION AND ELEVATIONS OF ALL SANITARY SEWER STRUCTURES, TO INCLUDE TOP ELEVATIONS, BOTTOM ELEVATIONS, AND INVERTS. INCLUDING FIELD MEASURED PIPE LENGTHS, PIPE TYPES, SLOPES, AND PIPE SIZES.
 - SHOW LOCATION OF LATERAL SERVICE CONNECTIONS BY STATION AND INCLUDE DEPTH OF COVER AT LOT LINES (CLEANOUT)
 - SHOW SIZE, LENGTH INVERT ELEVATION AND GRADE OF STUB-OUTS FOR FUTURE CONNECTIONS.
- c. STORMWATER SYSTEM:
- LOCATION AND ELEVATIONS OF ALL STORM SEWER OUTFALL STRUCTURES (AKA CONTROL STRUCTURES), TO INCLUDE ELEVATIONS, DIMENSIONS, SKIMMERS, INVERTS, PIPE SIZES, PIPE TYPES, OPENING DIMENSIONS AND SLABS.
 - LOCATION AND ELEVATIONS OF ALL STORM STRUCTURES, PIPES, CONDUITS, SLEEVES, ETC. INCLUDING CALCULATED SLOPE SIZE AND MATERIAL TYPE OF ALL PIPES.
 - HORIZONTAL AND VERTICAL CONTROL OF ALL TOP OF BANKS, TOE OF SLOPES, LITTORAL ZONES, DITCHES, AND ALL GRADE BREAKS.
- d. PUMP/LIFT STATIONS:
- HORIZONTAL AND VERTICAL CONTROL ELEVATIONS OF ALL ELEMENTS OF PUMP/LIFT STATIONS INCLUDING TOP AND BOTTOM ELEVATIONS, PIPE INVERTS, PIPE SIZES, AND PIPE TYPES.
 - LOCATION AND ELEVATION OF ANY PAVEMENT MATERIALS ASSOCIATED WITH THE STATION.
 - LOCATION AND TYPE OF ANY VERTICAL ELEMENTS ASSOCIATED WITH THE STATION INCLUDING: PANELS, LIGHT POLES, FENCING, BACK FLOW ASSEMBLIES, METERS, ALL VALVES AND ASSOCIATED APPURTENANCES.
 - ELEVATIONS AT WHICH THE FLOAT SWITCHES ENGAGE.
- e. RESIDENTIAL SUBDIVISION LOT GRADES:
- GRADES AT PAD CORNERS AND CENTER OF LOT
 - REAR YARD LOT CORNER GRADES
- f. BUILDING AND OTHER VERTICAL STRUCTURES:
- LOCATION OF ALL CORNERS AND FINISHED FLOOR ELEVATIONS
 - OVERHANG LOCATIONS
- AE. NO ENGINEER'S CERTIFICATIONS CAN BE SUBMITTED TO OBTAIN A CERTIFICATE OF OCCUPANCY UNTIL THE "AS-BUILT" INFORMATION IS RECEIVED, REVIEWED, AND APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL ALLOW THE ENGINEER A MINIMUM OF FOUR WEEKS TO COMPLETE THE REVIEW OF THE "AS-BUILT" INFORMATION UPON RECEIPT, PRIOR TO SUBMITTAL TO APPLICABLE AGENCIES. NOTE UPON RELEASE OF CERTIFICATE OF OCCUPANCIES MAY TAKE 45 TO 90 DAYS FROM THE SUBMITTAL TO APPLICABLE AGENCIES. FAILURE BY THE CONTRACTOR TO PROVIDE COMPLETE AS-BUILT INFORMATION WILL RESULT IN SIGNIFICANT DELAYS IN FINAL RELEASE OF THE PROJECT.

SAFETY NOTES:

- A. DURING THE CONSTRUCTION AND MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL.
- B. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATION SAFETY AND HEALTH REGULATIONS AS WELL AS THE ENVIRONMENTAL PROTECTION LAWS. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.
- C. NEITHER THE ENGINEER OF RECORD NOR OWNER ARE RESPONSIBLE FOR PROJECT SAFETY.
- D. THE CONTRACTOR'S MAINTENANCE OF TRAFFIC (MOT) PLAN MUST BE PREPARED BY A PROFESSIONAL WITH FOOT ADVANCED MOT CERTIFICATION. THE PLAN MUST THEN BE SUBMITTED AND APPROVED BY APPLICABLE GOVERNING AGENCIES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES WITHIN OR IMMEDIATELY ADJACENT TO THE EXISTING RIGHT-OF-WAY.
- E. CONTRACTOR SHALL PROVIDE AND MAINTAIN THEIR OWN SAFETY EQUIPMENT IN ACCORDANCE WITH IT'S HEALTH & SAFETY PROGRAM AND ALL OTHER APPLICABLE LEGAL AND HEALTH AND SAFETY REQUIREMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROVIDING ITS EMPLOYEES AND SUBCONTRACTORS WITH ADEQUATE INFORMATION AND TRAINING TO ENSURE THAT ALL EMPLOYEES AND SUBCONTRACTORS AND SUBCONTRACTOR'S EMPLOYEES COMPLY WITH ALL APPLICABLE SAFETY CODE REQUIREMENTS.
- F. ALL EXCAVATIONS BY THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF THE DEPARTMENT OF LABOR'S OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION RULES AND REGULATIONS AND FLORIDA TRENCH SAFETY ACT.
- G. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES. CALL SUNSHINE 811 BEFORE YOU DIG.
- H. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

TRAFFIC CONTROL GENERAL NOTES:

- A. THE MAINTENANCE OF TRAFFIC SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (MUTCD- LATEST EDITION) AND FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS" (LATEST EDITION).
- B. THE MINIMUM TEMPORARY LANE WIDTH ALLOWED WILL BE 10 FEET.
- C. CONTRACTOR SHALL NOTIFY THE LOCAL AUTHORITIES HAVING JURISDICTION (ENGINEERING, LAW ENFORCEMENT, EMERGENCY SERVICES, SCHOOL BOARD, ETC.) AND THE ENGINEER OF RECORD A MINIMUM OF 24 HOURS IN ADVANCE OF ANY PROPOSED LANE CLOSURES AND/OR DETOURS.
- D. TEMPORARY REFLECTIVE PAVEMENT MARKERS SHALL BE PROVIDED ON ALL TEMPORARY LANE LINES AND MEDIAN EDGE LINES IN ACCORDANCE WITH FDOT INDEXES.
- E. ALL TRAFFIC LANES MUST REMAIN OPEN FOR TRAFFIC DURING A HURRICANE EVACUATION NOTICE OR OTHER CATASTROPHIC EVENTS AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION / EVENT AS DIRECTED BY THE ENGINEER OF RECORD OR LOCAL JURISDICTION.
- F. THE CONTRACTOR SHALL MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
- G. THE CONTRACTOR SHALL PROVIDE AT LEAST THREE (3) DAYS ADVANCE WRITTEN NOTICE TO PROPERTY OWNER'S IMPACTED BY PROPOSED TEMPORARY CLOSURE OR RELOCATION OF EXISTING DRIVEWAYS.

SITE PLAN & GEOMETRY NOTES:

- A. ALL POINTS AND MONUMENTS SHALL BE SURVEYED UPON MOBILIZATION TO VERIFY THEIR ACCURACY. ANY DISCREPANCIES DISCOVERED MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD IN WRITING PRIOR TO CONSTRUCTION.
- B. MONUMENTS AND OTHER SURVEY CONTROL POINTS SHALL BE PROTECTED FROM DAMAGE AND DISTURBANCE. IF ANY CONTROL POINTS ARE DAMAGED OR DISTURBED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER OF RECORD AND REPLACE THE CONTROL POINTS TO THEIR ORIGINAL CONDITION AT THEIR OWN EXPENSE.
- C. REFER TO SURVEY FOR ELEVATION DATUM INFORMATION.
- D. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THE PROPOSED WORK.
- E. ALL DIMENSIONS SHOWN ON PLAN ARE TO FACE OF BUILDING, EDGE OF PAVEMENT, FACE OF CURB OR CENTERLINE OF STRUCTURE, UNLESS NOTED OTHERWISE.
- F. DIGITAL OR ELECTRONIC REPRESENTATION OF THESE CONSTRUCTION PLANS DOES NOT CONSTITUTE A COORDINATE CONTROL MAP OR MATHEMATICALLY CONTROLLED INFORMATION FOR THE USE OF A CONSTRUCTION STAKEOUT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE CONTRACTOR'S SURVEYOR TO ENSURE THAT ANY DIGITAL OR ELECTRONIC REPRESENTATION OF THESE PLANS IS IN COMPLETE CONFORMANCE WITH ALL OF THE NOTATIONS, SPECIFICATIONS, DETAILS, AND OTHER DATA APPEARING ON OR AS MAY BE DERIVED FROM THESE CONSTRUCTION PLANS.

ON-SITE FIRE PROTECTION NOTES:

- A. ALL NEW PRIVATE SERVICE MAINS SHALL BE TESTED HYDROSTATICALLY AT NOT LESS THAN 200 PSI (13.8 BARS) PRESSURE FOR TWO HOURS, OR AT 50 PSI (3.4 BARS) IN EXCESS OF THE MAXIMUM STATIC PRESSURE (WHICHEVER IS GREATER). (NFPA 24)
- B. FIRE PUMP ROOM (IF APPLICABLE) SHALL CONTAIN APPROVED BACKFLOW PREVENTION DEVICE TO PREVENT RE-CIRCULATION WHEN FDC IS PRESSURIZED USING ON-SITE HYDRANT.

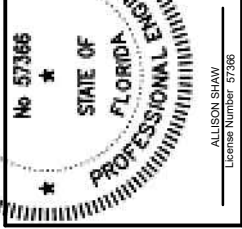
18TH & 19TH AVE
ALLEYWAY IMPROVEMENTS

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No	Date	Description



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Sheet Number: C-02

PAVING & GRADING NOTES

- A. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER, THE OWNER'S ENGINEER, OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS TO BE BACK FILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE. ENGINEER SHALL BE NOTIFIED OF ANY MATERIAL ENCOUNTERED.
- B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING TRENCH EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.
- C. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOIL TESTING COMPANY OR ENGINEER AND SHALL BE PLACED AND COMPACTED ACCORDING TO THESE PLANS OR THE REFERENCED SOILS REPORT. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES, WHICH INCLUDE BUT ARE NOT LIMITED TO EARTHWORK ACTIVITIES, SUB GRADE PREPARATION, ETC. CONFORM TO THE STRICTER OF THE HILLSBOROUGH COUNTY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE PROJECT GEOTECHNICAL REPORT.
- D. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF RECORD IMMEDIATELY IF UNSUITABLE SOIL IS ENCOUNTERED DURING EXCAVATION. UNSUITABLE SOIL SHALL NOT BE USED ON-SITE WITHOUT WRITTEN CONSENT FROM THE OWNER AND ENGINEER OF RECORD.
- E. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.
- F. CONTRACTOR SHALL PROVIDE A SMOOTH PAVEMENT TRANSITION BY SAW CUTTING AND REMOVING EXISTING PAVEMENT, MILLING, TACK COATING SURFACE, AND MATCHING THE EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT. TRANSITION SHALL NOT BE LESS THAN 36" OR AS OTHERWISE SHOWN ON THE CONSTRUCTION PLANS OR REQUIRED BY THE AUTHORITY HAVING JURISDICTION (AHJ).
- G. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE SOILS AND PAVEMENT BASE TESTING. CONTRACTOR SHALL REVIEW AND SUBMIT TESTING REPORTS TO OWNER'S ENGINEER ON A WEEKLY BASIS. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE REQUIRED BY THE GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THIS WORK. UPON THE COMPLETION OF THIS WORK THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET. CONTRACTOR IS RESPONSIBLE FOR IMMEDIATELY CORRECTING ANY DEFICIENCIES FOUND BY THE TESTING.
- H. A QUALIFIED TESTING LABORATORY SELECTED OR APPROVED BY THE OWNER SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS, SPECIFICATIONS AND THE AUTHORITIES HAVING JURISDICTION. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE MINIMUM REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.
- I. MIXING IN PLACE OF SOIL CEMENT WILL NOT BE ALLOWED. PLANT PRODUCED ON-SITE (I.E. VIA A PUG MILL) IS ALLOWABLE.
- J. CONTRACTOR TO UTILIZE SAME PAVEMENT BASE OPTION MATERIAL FOR ALL PAVING WITHIN PROJECT.
- K. CONTRACTOR SHALL FINISH ALL EXPOSED BACK OF CURB FOR SURFACE IMPERFECTION (PITTED HOLES OR CREVICES).
- L. COMPACTED SUB-GRADE SHALL BE MECHANICALLY MIXED FOR STABILIZATION TO THE SPECIFIED DEPTH PRIOR TO GRADING, COMPACTION, AND TESTING AS NECESSARY TO ACHIEVE THE MINIMUM INDICATED LBR.
- M. CONTRACTOR TO PROVIDE A 1/2" TO 1" WIDE BITUMINOUS EXPANSION JOINT MATERIAL BETWEEN ANY CONCRETE OR SIMILAR SURFACES POURED OR PLACED DURING SEPARATE OCCURRENCES. THE EXPANSION JOINT MATERIAL SHALL MATCH THE HEIGHT OR DEPTH OF THE SIDEWALK OR PAVEMENT CROSS SECTION.
- N. UNLESS OTHERWISE NOTED, ALL CONCRETE SIDEWALK AND/OR PAVEMENT SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3,000 PSI (28-DAY), BE REINFORCED WITH SYNTHETIC FIBER REINFORCING MEETING ASTM C116 (NYCON MULTIMESH OR APPROVED EQUAL), AND BE TREATED WITH A CURING COMPOUND MEETING ASTM C309 REQUIREMENTS, UNLESS LOCAL AGENCY REQUIREMENTS ARE MORE STRINGENT.
- O. THE CONTRACTOR SHALL STABILIZE ALL DISTURBED GROUND BY SEEDING/MULCHING, SOD, OR OTHER APPROVED MATERIALS. SWALES AND OTHER AREAS SUBJECT TO FLOWING WATER SHALL BE SODDED. SLOPES FLATTER THAN 6:1 MAY BE STABILIZED VIA SEED/MULCH AND SLOPES 6:1 OR STEEPER SHALL BE SODDED (3:1 OR STEEPER MUST BE STAKED). ADDITIONAL AREAS REQUIRING SOD SHALL BE AS INDICATED ON THE CONSTRUCTION PLANS, AND/OR SPECIFICATIONS, OR AS DIRECTED BY OWNER DURING BIDDING PROCESS. ANY DISTURBED AREAS SHALL BE STABILIZED WITHIN ONE WEEK (OR SOONER) FOLLOWING CONSTRUCTION OF THE UNDERLYING ACTIVITY. THE CONTRACTOR SHALL MAINTAIN SUCH AREAS BY REPAIRING AND WATERING UNTIL THE AREA IS STABLE AND EROSION FREE. ANY DAMAGE FROM FAILURE TO ADEQUATELY STABILIZE, PROTECT, OR MAINTAIN THESE AREAS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE ENGINEER OF RECORD NOR THE OWNER IS RESPONSIBLE FOR THE MEANS AND METHODS OF ADEQUATELY STABILIZING THE PROJECT.
- P. LIMITS OF SOD WITHIN STORMWATER PONDS SHALL BE WATER LEVEL AT TIME OF SODDING OR THE DESIGN SEASONAL HIGH WATER LEVEL (SHW) AS SHOWN ON THE PLANS, WHICHEVER IS LOWER.
- Q. THE CONTRACTOR SHALL NOT ALTER THE EXISTING HISTORICAL DRAINAGE PATTERNS IN REGARD TO THE EXISTING PAVING CROSS SECTIONS, SIDEWALKS AND GRASS SWALES ON OR ADJACENT TO THE PROJECT UNLESS SPECIFICALLY DEPICTED ON THE CONSTRUCTION PLANS.
- R. ASPHALT TYPES AND MIX DESIGN SHALL BE FDOT STANDARD PER FDOT MATERIALS SPECIFICATIONS. LIFTS SHALL MEET THE MINIMUM AND MAXIMUM ALLOWABLE PER PAVEMENT TYPE AS PERMITTED BY FDOT. NO CHANGE ORDERS WILL BE ALLOWED RESULTING FROM A NEED FOR MULTIPLE LIFTS TO ACHIEVE THE REQUIRED PAVEMENT THICKNESS.
- S. ALL CURB CUT RAMPS TO BE CONSTRUCTED PER FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS (FDOT INDEX 522-002) AND BE ADA COMPLIANT INCLUDING USE OF TRUNCATED DOME TACTILE SURFACE.
- T. CURBING WILL BE PLACED AT THE EDGE OF ALL PAVEMENT, AS SHOWN ON THE PLANS.
- U. TERMINATION OF BOTH FDOT TYPE "F" AND TYPE "D" CURB SHALL INCLUDE A 3' TRANSITION TO FLUSH UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS.

V. LIMEROCK AND COMPACTED BASE MUST BE REMOVED FROM ALL LANDSCAPE AREAS. SITE CONTRACTOR SHALL COORDINATE WITH LANDSCAPE CONTRACTOR REGARDING BACKFILL WITHIN LANDSCAPE ISLANDS. BACKFILL VOLUME TO BE ADJUSTED TO ACCOUNT FOR ADMIXTURE REQUIREMENTS SHOWN ON LANDSCAPE PLANS. LANDSCAPE BEDS TO BE FINE GRADED TO PROVIDE POSITIVE DRAINAGE PRIOR TO INSTALLATION OF PLANT MATERIAL.

NEIGHBORHOOD GRADING NOTES:

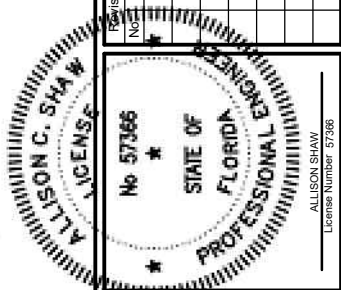
- A. FOR LOTS ABUTTING A WETLAND, NO GRADING SHALL TAKE PLACE BEYOND THE EROSION CONTROL LINE UNLESS SPECIFICALLY SHOWN ON THE APPROVED CONSTRUCTION PLANS.
- B. SIDE-YARD SWALES SHALL BE CONSTRUCTED SIMULTANEOUSLY WITH HOUSE CONSTRUCTION. DURING THE SITE GRADING ACTIVITIES, THE SITEWORK CONTRACTOR SHALL GRADE THE SIDE YARDS TO AN ELEVATION NO LOWER THAN 0.2FT. BELOW THE ADJOINING HOUSE PAD GRADES.
- C. FOR TYPE 'A' LOT GRADING RECEIVING RUNOFF FROM ABUTTING TYPE 'B' LOTS, ALL RUNOFF SHALL BE DIRECTED TO SIDE YARD SWALES.
- D. FOR TYPE 'B' LOT GRADING NOT ABUTTING DETENTION FACILITIES, THE BUILDER SHALL MAKE EVERY PRACTICAL EFFORT TO DIRECT ROOF RUNOFF TO THE FRONTING RIGHT OF WAY UNLESS OTHERWISE DIRECTED BY THE ENGINEER OF RECORD.
- E. MINIMUM SIDE YARD SWALE SLOPES SHALL BE 1.0%
- F. CONTRACTOR SHALL INSURE RUNOFF FROM LOTS DRAINS IN ACCORDANCE WITH THE LOT GRADING PLANS IN THE INTERIM CONDITION (TIME BETWEEN SITE DEVELOPMENT AND HOME CONSTRUCTION). THIS MAY REQUIRE CONSTRUCTION AND SODDING OF TEMPORARY SIDE YARD SWALES.

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Sheet Number:	C-03

LEGEND

EXISTING BUILDING OR STRUCTURE

EXISTING GRAVEL SURFACE

EXISTING ASPHALT SURFACE

EXISTING CONCRETE SURFACE

EXISTING BRICK PAVERS SURFACE

EXISTING FENCE

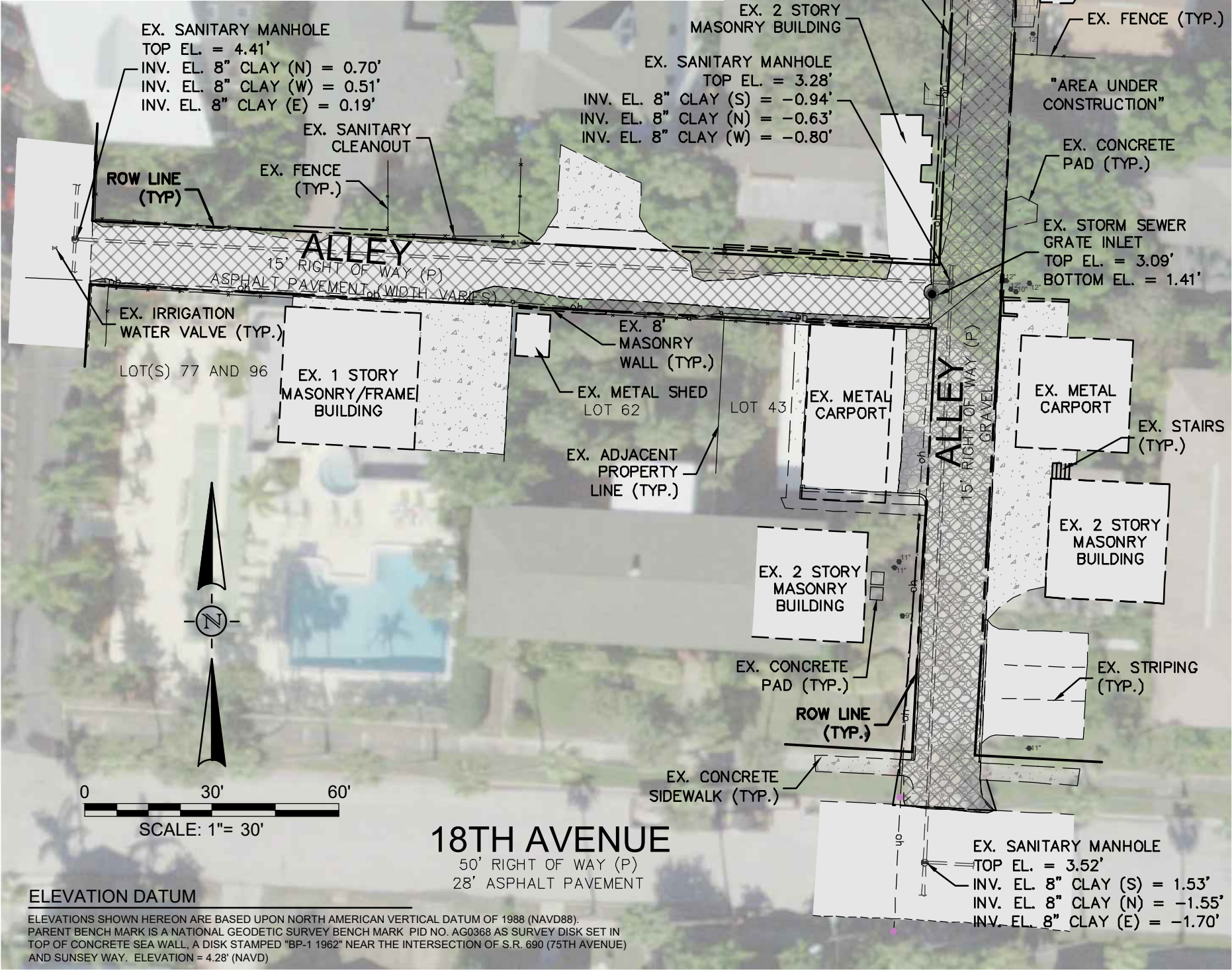
EXISTING SANITARY SEWER LINE

EXISTING UTILITY POLE & OVERHEAD POWER LINE

EXISTING TREE

EROSION CONTROL FENCING

ALLEY WAY BASE & SIDEWALK TO BE DEMOED



DEMOLITION NOTES:

- A. CONTRACTOR TO REMOVE AND DISPOSE OF ALL EXISTING OCCUPATION AS NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS.
- B. CONTRACTOR TO DEMOLISH AND REMOVE ALL IMPROVEMENTS WITHIN LIMITS OF CONSTRUCTION UNLESS SHOWN ON PLANS AS TO REMAIN.
- C. CONTRACTOR TO ESTABLISH AND PROPERLY FLAG PROPERTY LINES PRIOR TO DEMOLITION.
- D. ALL MATERIALS TO BE DISPOSED OF IN ACCORDANCE WITH PINELLAS COUNTY REQUIREMENTS.
- E. INFORMATION TAKEN FROM SURVEY PREPARED BY LAND PRECISION CORPORATION ON 8/28/18.
- F. UTILITIES TO BE PLUGGED SHALL BE FILLED WITH A MINIMUM 1.0 CUBIC FT. OF NON-SHRINK GROUT OR AS OTHERWISE APPROVED BY ENGINEER. PRESSURE MAINS SHOULD BE CAPPED OR PLUGGED AND RESTRAINED WITH A REVERSE DEADMAN. RCP SHOULD RECEIVE A BRICK AND MORTAR PLUG.
- G. EXISTING TREES THAT ARE SHOWN TO REMAIN, SHALL MAINTAIN PROTECTIVE BARRIERS AT ALL TIMES. THESE BARRIERS SHALL BE IN ACCORDANCE WITH CURRENT PINELLAS COUNTY STANDARDS.
- H. THE CONTRACTOR SHALL COORDINATE THE REMOVAL/RELOCATION OF EXISTING UTILITIES WITH THE OWNER OF SAID UTILITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO WATER, SEWER, GAS, CABLE TV, POWER AND TELEPHONE.
- I. THE CONTRACTOR SHALL INSTALL EROSION CONTROL PRIOR TO DEMOLITION AND MAINTAIN DURING DEMOLITION.
- J. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND WILL BE RESPONSIBLE FOR THE DAMAGE OF ANY ON-SITE OR OFF-SITE UTILITIES THAT ARE NOT A PART OF THIS PROJECT OR ARE NOT IDENTIFIED TO BE REMOVED.
- K. THE CONTRACTOR SHALL BARRICADE THE SITE AND CONTROL TRAFFIC PER CURRENT FDOT TRAFFIC CONTROL STANDARDS.
- L. ALL ON-SITE ABOVE GROUND IMPROVEMENTS (IE: PAVEMENT, CURBING, BUILDINGS, SIGNAGE, CONCRETE WALKS, POLES, INLETS, ETC...) AND BELOW GROUND IMPROVEMENTS (IE: SANITARY, STORM, WATER, SEPTIC, WELL, CABLE, ELECTRIC, PHONE, ETC...) SHALL BE REMOVED UNLESS OTHERWISE NOTED.
- M. UNSUITABLE MATERIAL IS TO BE REMOVED FROM LANDSCAPE AREAS. A MINIMUM OF 8" TOPSOIL IS REQUIRED IN ALL LANDSCAPE AREAS.
- N. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED.
- O. ALL ON-SITE WELLS TO BE ABANDONED BY A FLORIDA LICENSED WATER WELL CONTRACTOR IN ACCORDANCE WITH RULE 40D-3.531(2). F.A.C.
- P. ALL ON-SITE SEPTIC SYSTEMS SHALL BE LOCATED AND REMOVED PER FDEP REGULATIONS.

EROSION/TURBIDITY CONTROL NOTES:

- A. THE INSTALLATION OF TEMPORARY EROSION CONTROL BARRIERS SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONSTRUCTION PHASE.
- B. THE TYPE OF EROSION CONTROL BARRIERS USED SHALL BE GOVERNED BY THE NATURE OF THE CONSTRUCTION OPERATION AND SOIL TYPE THAT WILL BE EXPOSED. SILTY AND CLAYEY MATERIAL USUALLY REQUIRE SOLID SEDIMENT BARRIERS TO PREVENT TURBID WATER DISCHARGE, WHILE SANDY MATERIAL MAY NEED ONLY SILT SCREENS OR HAY BALES TO PREVENT EROSION. FLOATING TURBIDITY CURTAINS SHALL BE USED IN OPEN WATER SITUATIONS. DIVERSION DITCHES OR SWALES MAY BE REQUIRED TO PREVENT TURBID STORM WATER RUNOFF FROM BEING DISCHARGED TO WETLANDS OR OTHER WATER BODIES. IT MAY BE NECESSARY TO EMPLOY A COMBINATION OF BARRIERS, DITCHES AND OTHER EROSION/TURBIDITY CONTROL MEASURES IF CONDITIONS WARRANT.
- C. THE CONTRACTOR SHALL SCHEDULE HIS OPERATIONS SUCH THAT THE AREA OF UNPROTECTED ERODIBLE EARTH EXPOSED AT ANY ONE TIME IS NOT LARGER THAN THE MINIMUM AREA NECESSARY FOR EFFICIENT CONSTRUCTION OPERATIONS, AND THE DURATION OF EXPOSED, UNCOMPLETED CONSTRUCTION TO THE ELEMENTS SHALL BE AS SHORT AS PRACTICABLE. CLEARING AND GRUBBING SHALL BE SO SCHEDULED AND PERFORMED THAT GRADING OPERATIONS CAN FOLLOW IMMEDIATELY THEREAFTER, AND GRADING OPERATIONS SHALL BE SCHEDULED AND PERFORMED THAT PERMANENT EROSION CONTROL FEATURES CAN FOLLOW IMMEDIATELY THEREAFTER IF CONDITIONS ON THE PROJECT PERMIT.
- D. THE CONTRACTOR AND/OR OWNER'S REPRESENTATIVE SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETE AND ALL BARED SOILS ARE STABILIZED.
- E. ALL GREEN AND/OR DISTURBED AREAS TO BE SODDED/RESODDED WITH LIKE SOD.
- F. ANY SOD PLACED ON SLOPES EXCEEDING 3:1 TO BE ANCHORED BY STAKES, NETS, AND/OR ENGINEER'S APPROVED METHOD.
- G. REQUIRED TREE BARRICADES AND EROSION CONTROL MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. ENCROACHMENT INTO OR FAILURE TO MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS AND/OR PERMIT REVOCATION AS PROVIDED BY LOCAL JURISDICTION.
- H. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN A TEMPORARY GRAVEL CONSTRUCTION ENTRANCE IN ACCORDANCE WITH "THE FLORIDA STORMWATER, EROSION, AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL". THE TEMPORARY CONSTRUCTION ENTRANCE SHALL BE NO LESS THAN 12'X 50'X 8" AND MAY BE LARGER DEPENDING ON THE AREA OF THE PROJECT, THE SIZE AND QUANTITY OF TRUCK TRAFFIC, OR AS DIRECTED BY THE AUTHORITY HAVING JURISDICTION.
- I. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING WATER VIA WATER TANK TRUCK (SPRINKLING), IRRIGATION, OR OTHER ACCEPTABLE METHOD.

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Revision

Date

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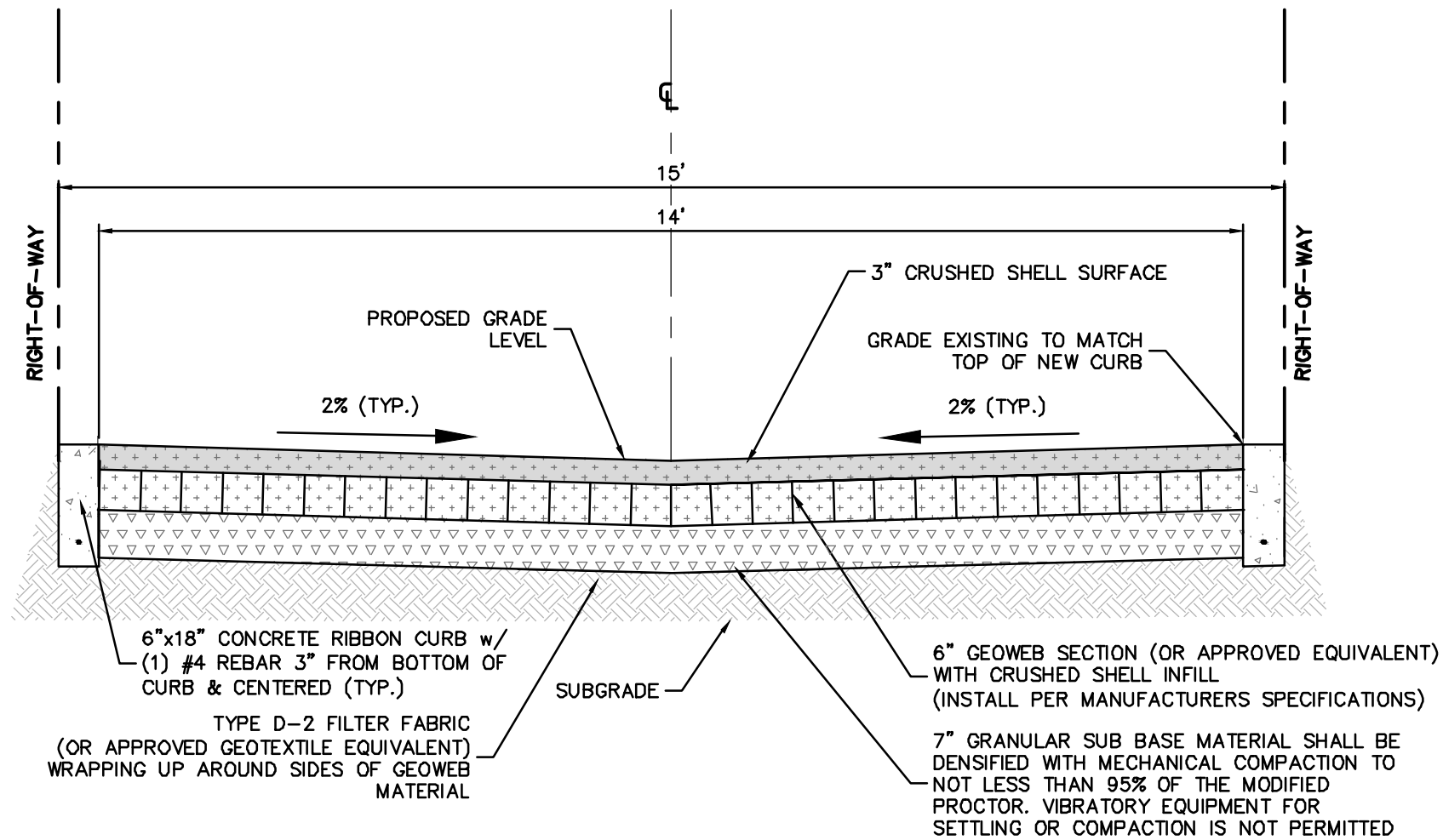
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Sheet Number: C-04



**TYPICAL SECTION
ALLEY A & B**

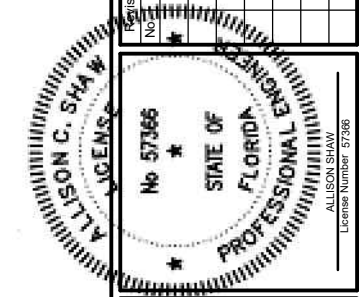
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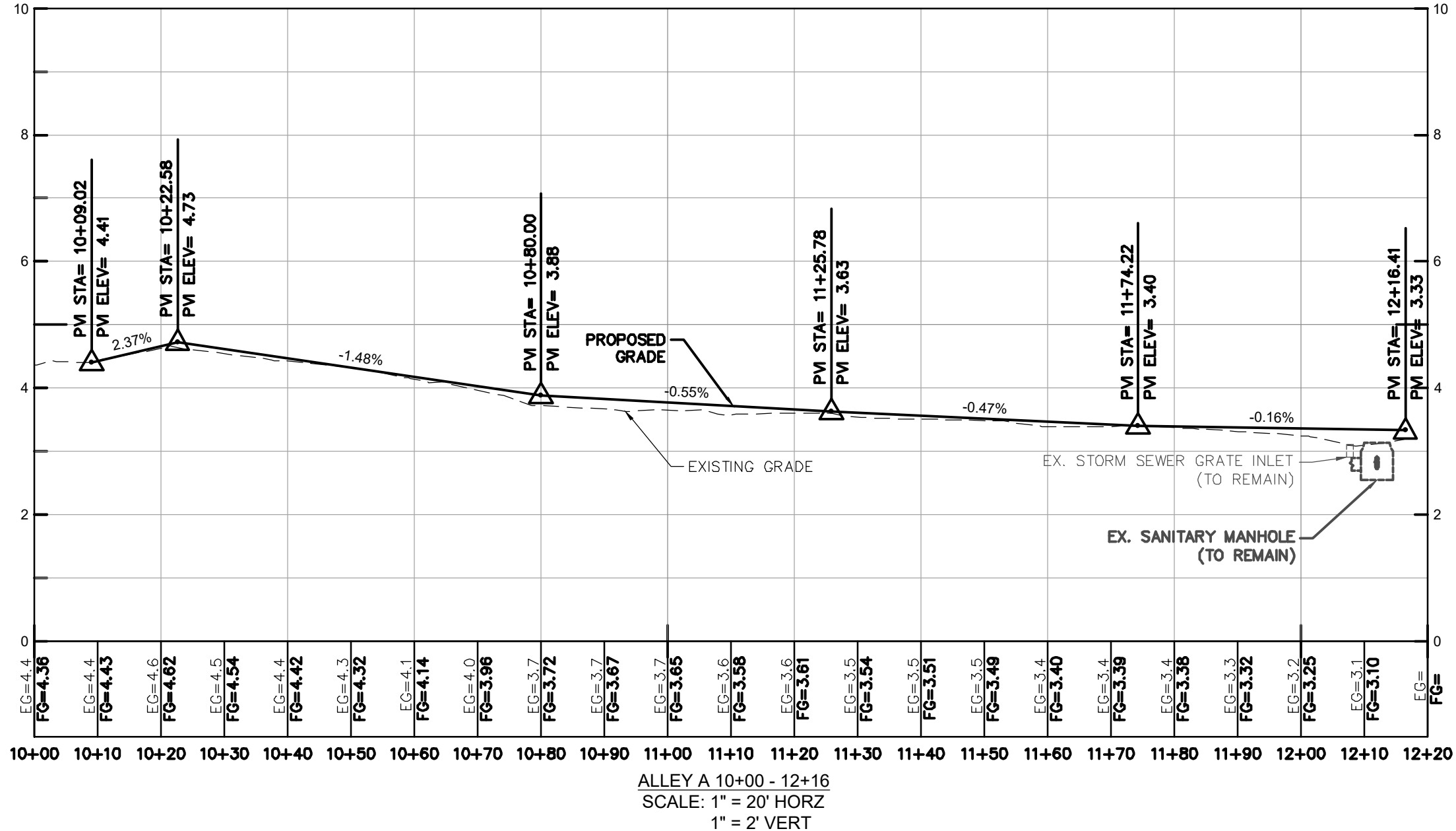
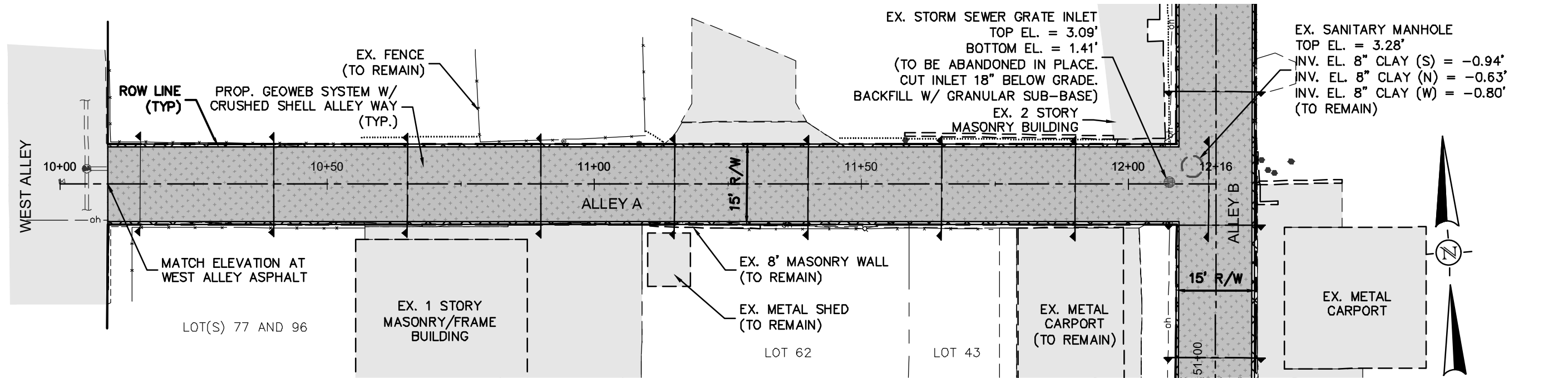
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Sheet Number:	C-05



LEGEND

- EXISTING BUILDING OR STRUCTURE
- PROPOSED ALLEY WAY
- EXISTING SANITARY SEWER LINE
- EXISTING TREE
- EXISTING FENCE

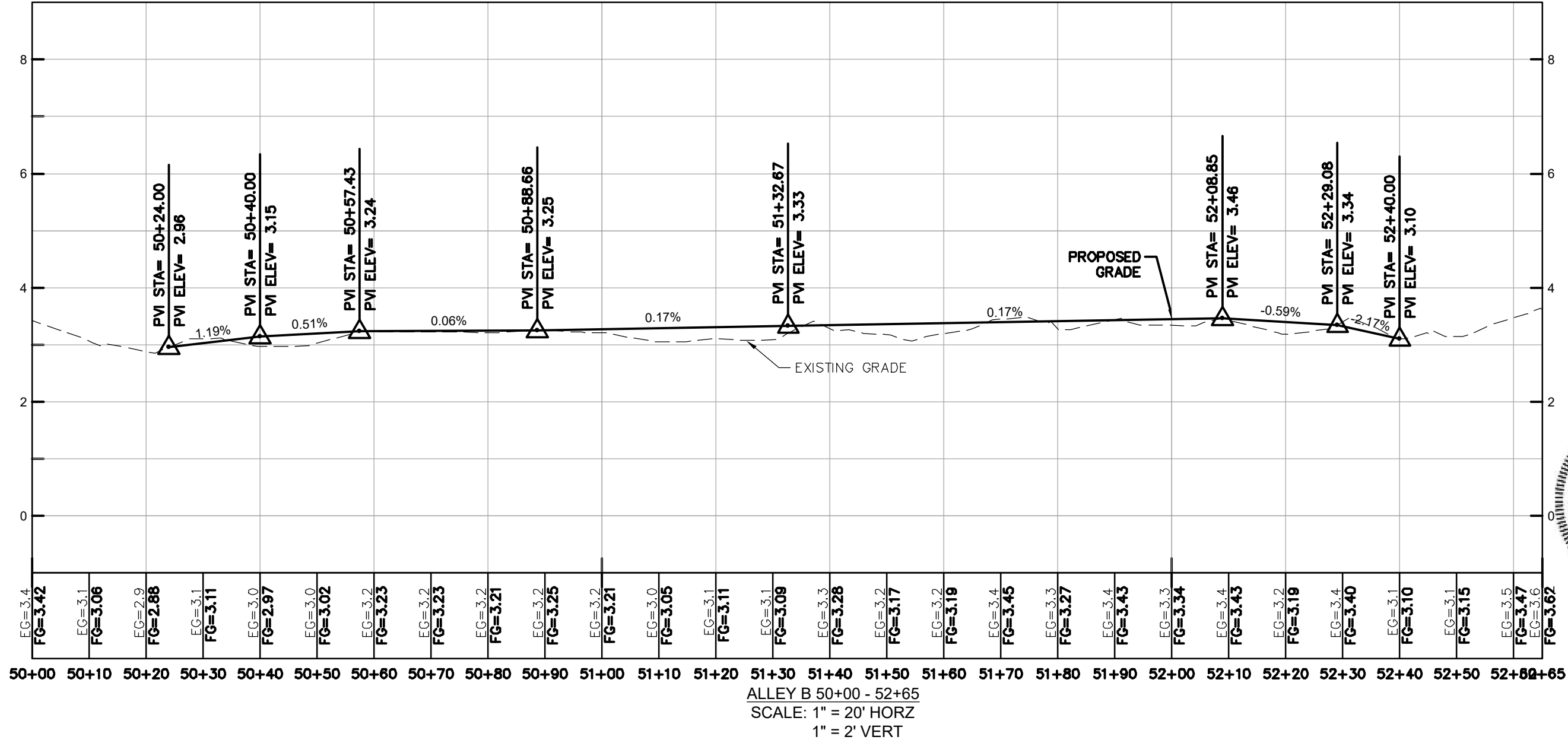
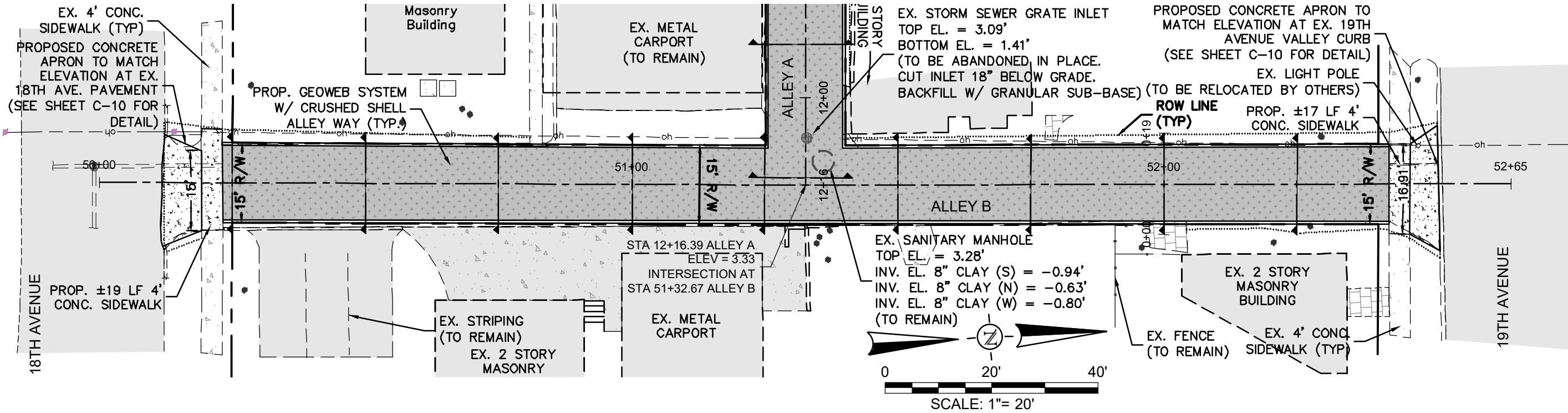
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Sheet Number: C-06



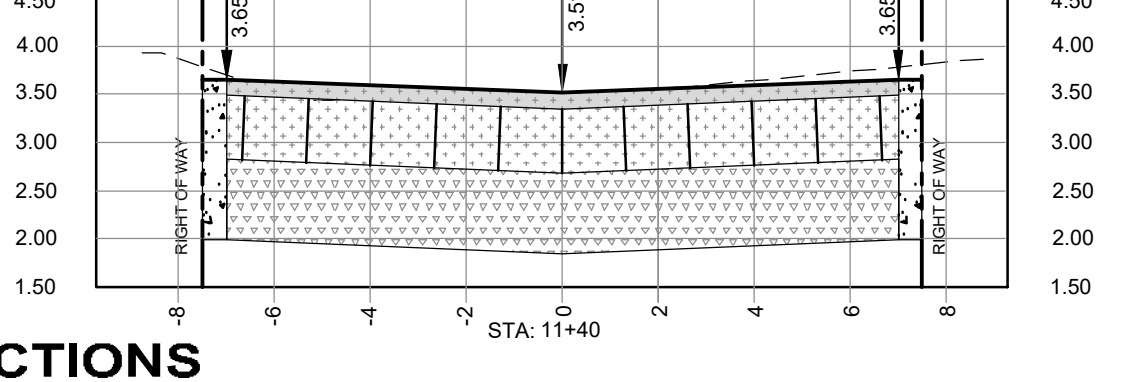
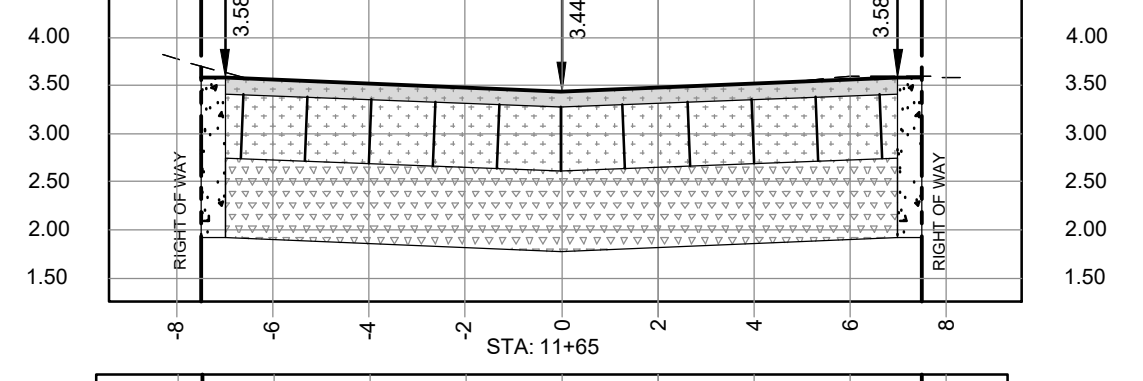
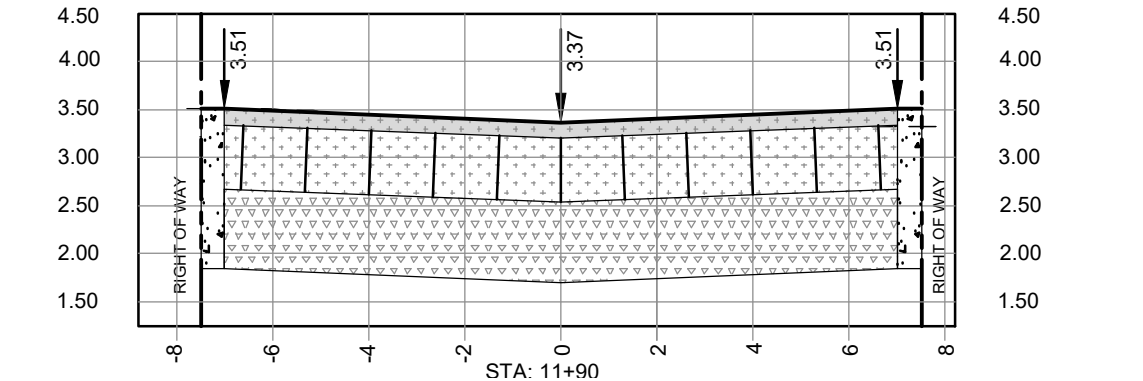
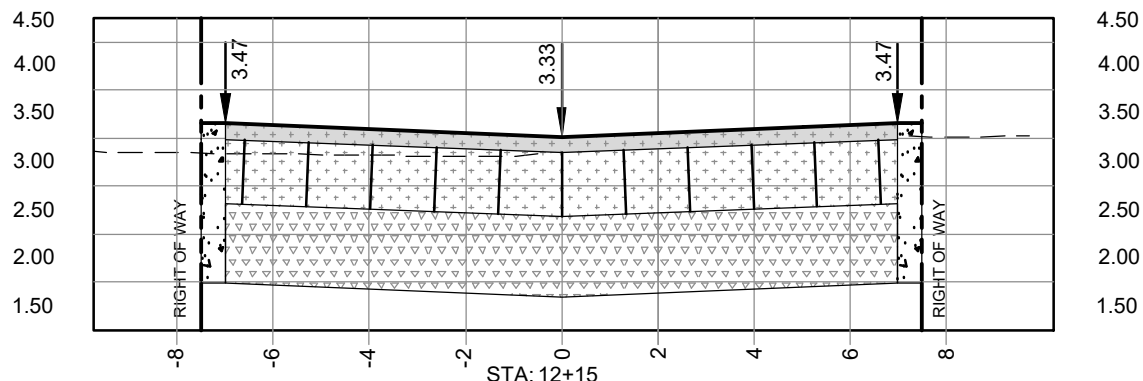
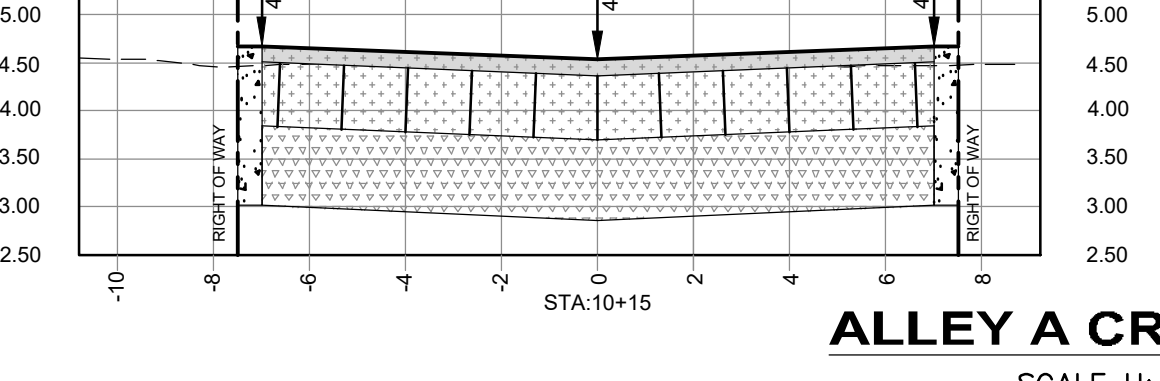
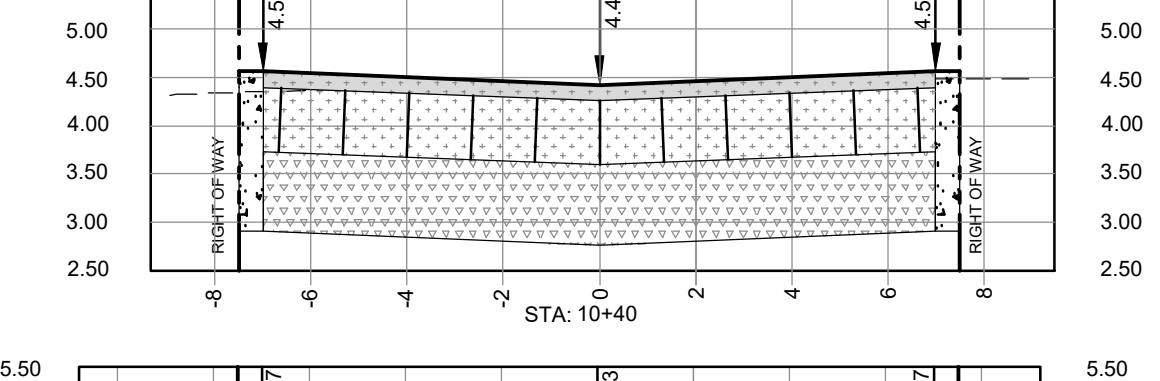
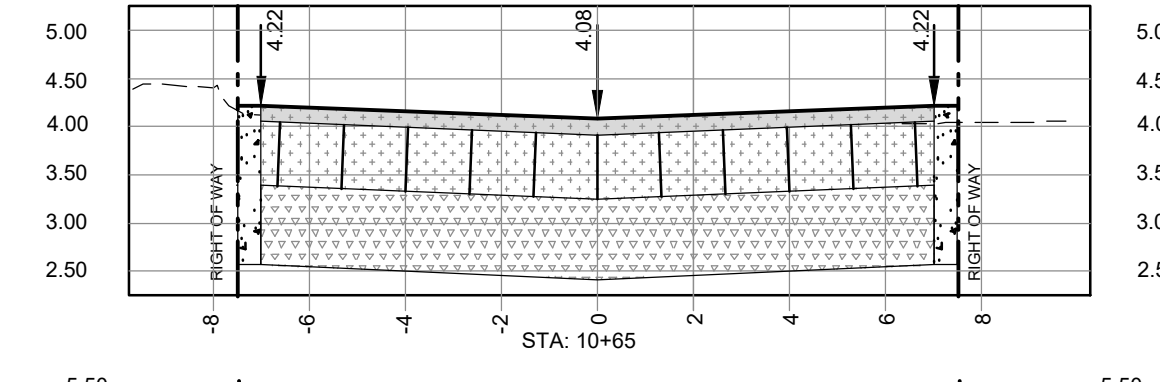
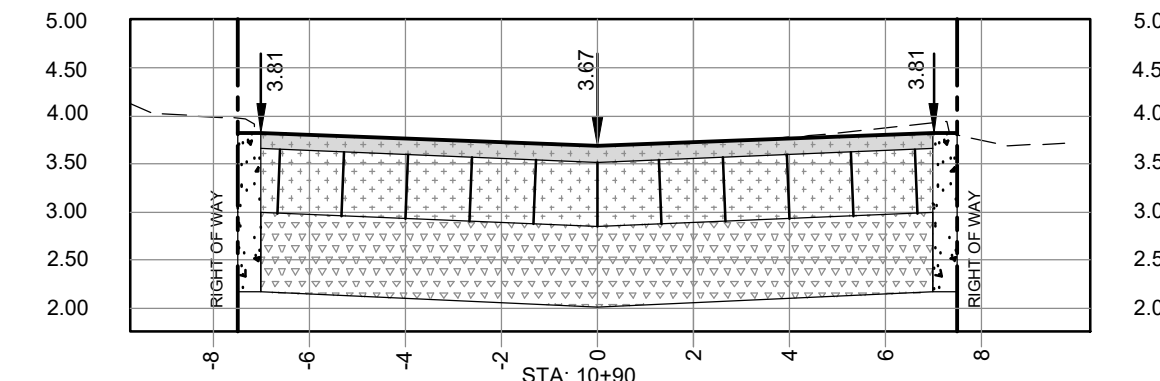
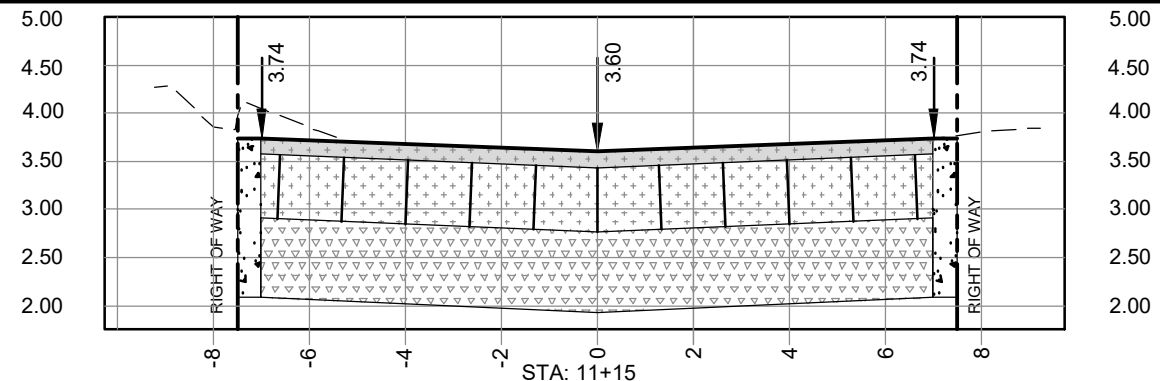
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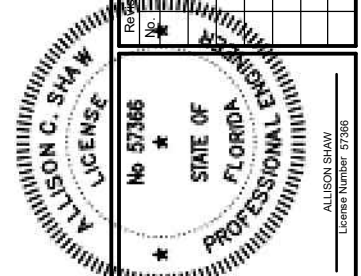


ALLEY A CROSS SECTIONS

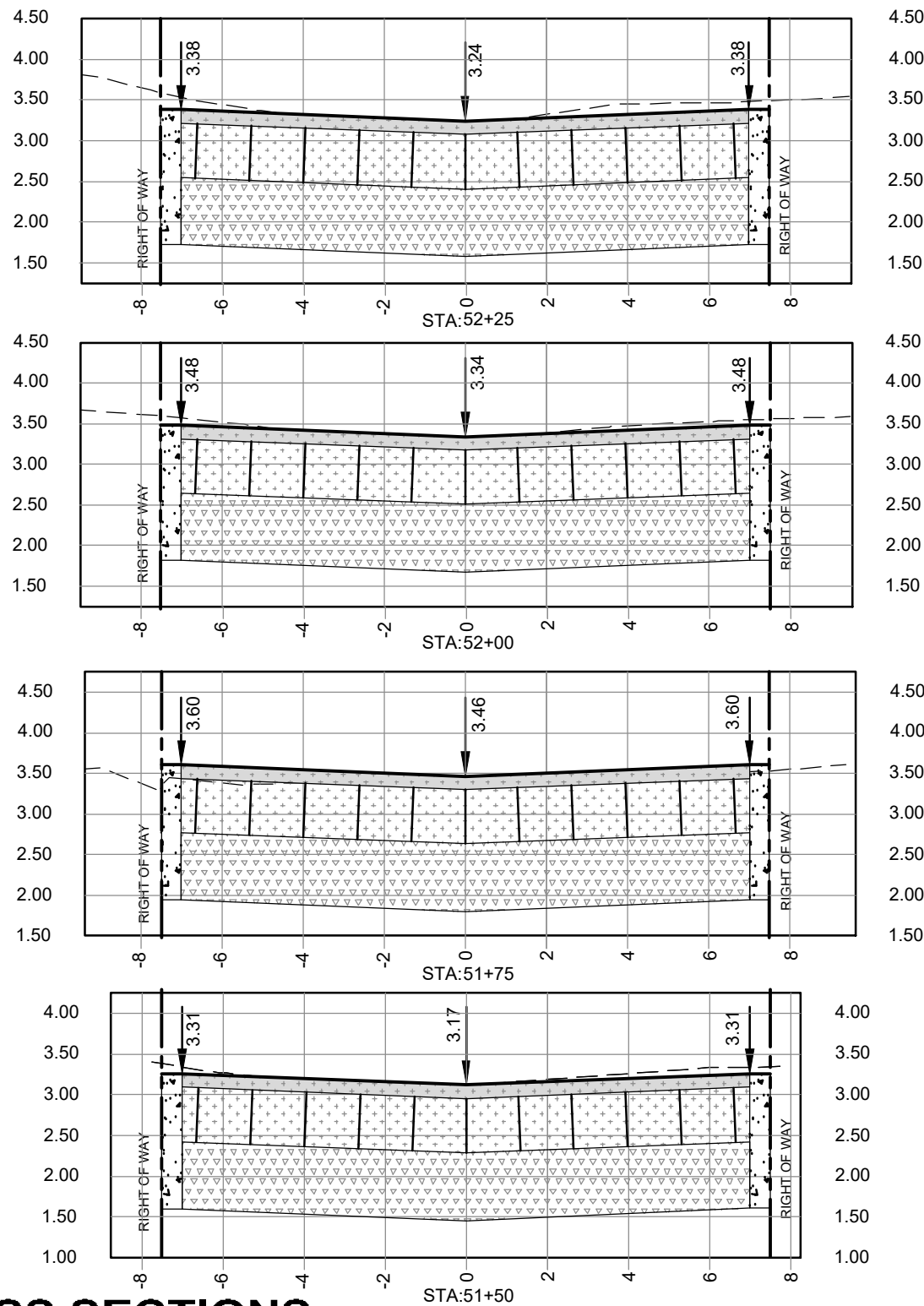
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Sheet Number:	C-08



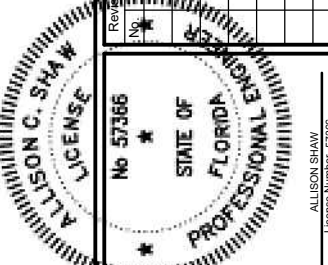
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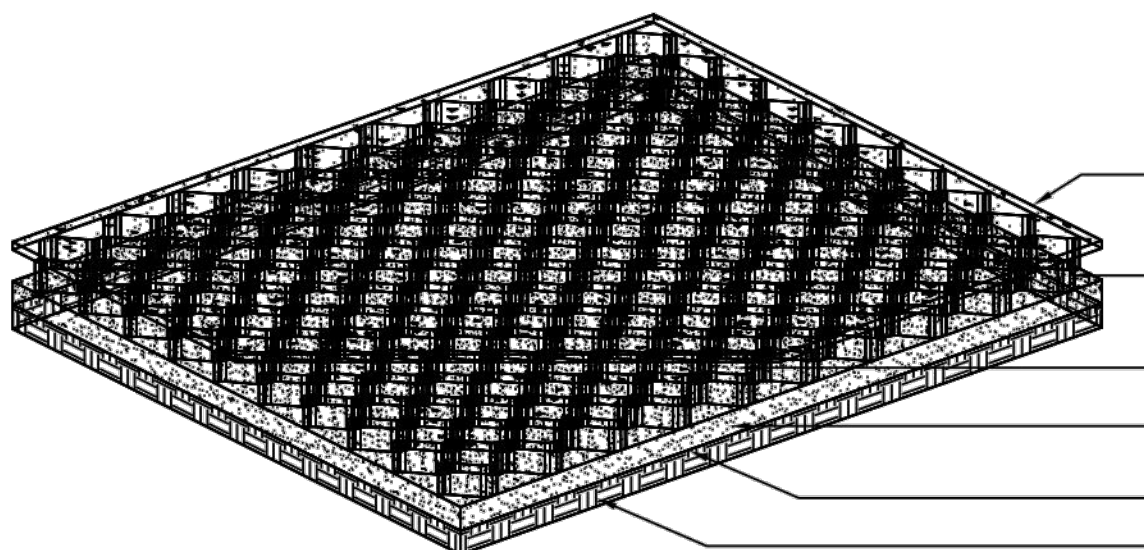
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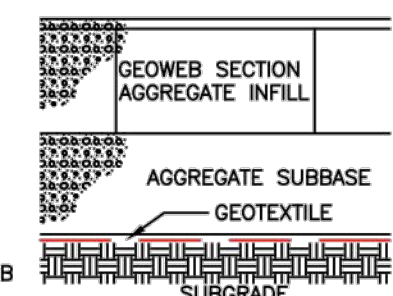


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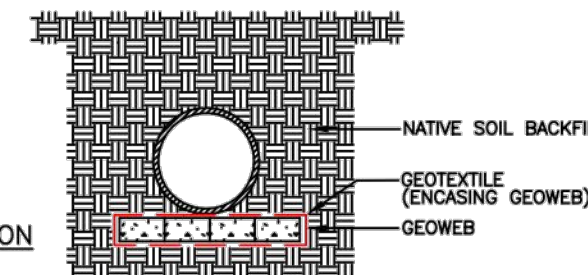
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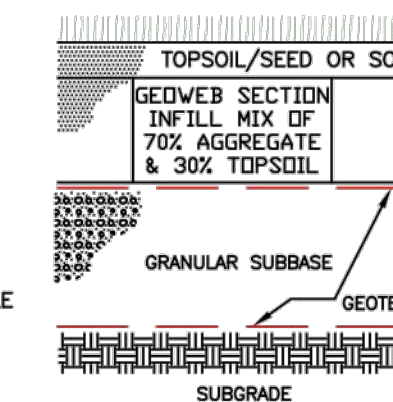
ISOMETRIC – TYPICAL LOAD SUPPORT STRUCTURE



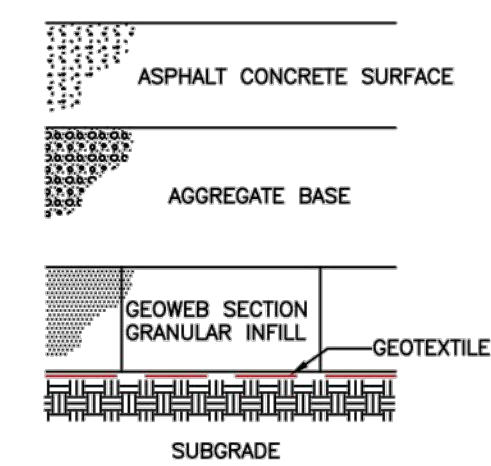
LOAD SUPPORT OVER SOFT SOIL
AND AGGREGATE SURFACE STABILIZATION



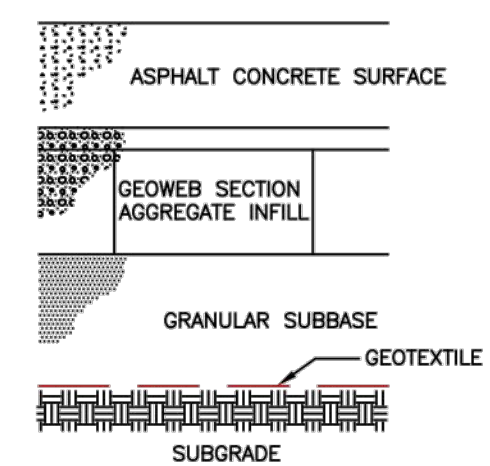
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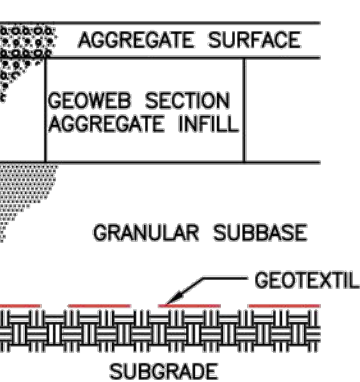
GRASS PAVEMENT



PAVEMENT SUBBASE STABILIZATION



PAVEMENT BASE STABILIZATION



GRANULAR PAVEMENT

NOTES:

1. PREPARE THE SUBGRADE AS SHOWN ON THE CONSTRUCTION DRAWINGS.
2. COMPACT THE SOIL TO A MINIMUM 95% STANDARD PROCTOR.
3. VERIFY THAT THE SUBGRADE STRENGTH. IF UNACCEPTABLE, THE SOILS SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER.
4. WHERE REQUIRED, PROVIDE GEOTEXTILE SEPARATION LAYER.
5. WHERE REQUIRED, PLACE AND COMPACT SUBBASE MATERIAL TO A MINIMUM 95% STANDARD PROCTOR.
6. EXPAND THE GEOWEB SECTIONS INTO POSITION AND CONNECT THE END TO END AND INTERLEAF CONNECTIONS WITH ATRA KEYS.
7. PLACE THE SPECIFIED INFILL MATERIAL TO 2 INCHES ABOVE CELL WALLS AND COMPACT TO A MINIMUM 95% STANDARD PROCTOR.
8. PROVIDE ADDITIONAL SURFACE MATERIAL, AS SPECIFIED.

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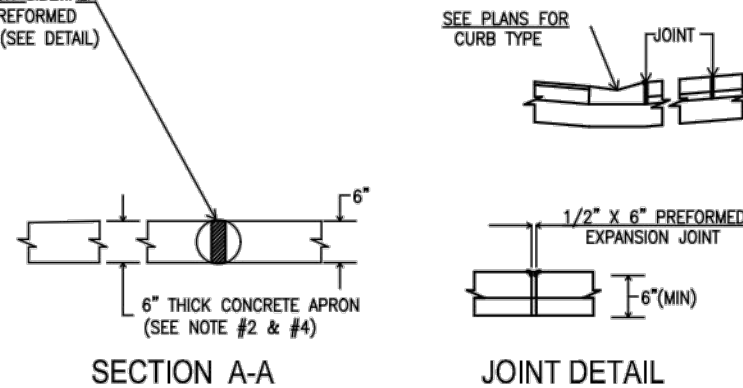
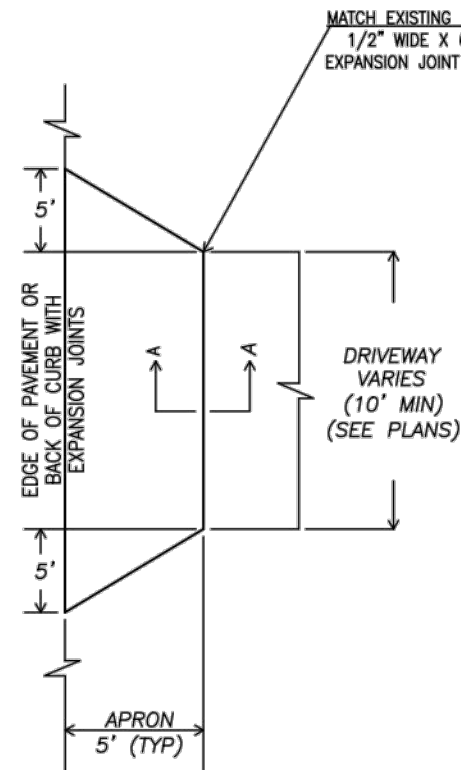
PRESTO® PRODUCTS CO.
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920-738-1328
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LOAD SUPPORT DETAILS

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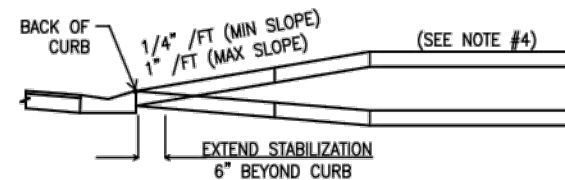
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NOTE: THE GEOTEXTILE SHOWN IN THE DETAILS IS OPTIONAL AND BASED ON SITE CONDITIONS.

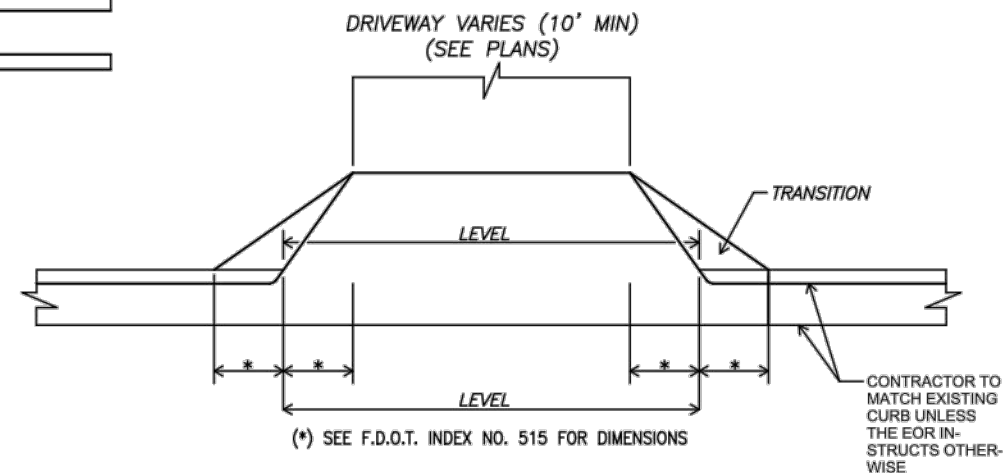


NOTES

1. THE LOCATION OF DRIVEWAYS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
2. CONCRETE DRIVEWAY APRONS AND SIDEWALK CROSSINGS SHALL BE CONSTRUCTED OF CEMENT CONCRETE PAVEMENT (3000 PSI), 6" THICK REINFORCED WITH 6" X 6" #10/#10 WELDED WIRE FABRIC, (2" MINIMUM COVER FROM THE BOTTOM.)
3. EXCEPT AS SPECIFIED ABOVE, THE ENGINEER SHALL DETERMINE IN THE FIELD WHAT MATERIALS SHALL BE USED IN THE CONSTRUCTION OF DRIVEWAYS.
4. CONSTRUCTION OF APRON/DRIVEWAY CROSS SLOPES SHALL COMPLY WITH F.D.O.T. INDEX NO. 515 (SHEET 3 OF 6) FOR A.D.A. REQUIREMENTS.
5. REMOVE ALL TREE ROOTS WITHIN 10' OF PROPOSED GRADE AND ROW.
6. IF THIS IS AN ASSESSMENT PROJECT AND THE DISTANCE BETWEEN THE APRON AND THE EXISTING DRIVEWAY IS 2'-0" OR LESS, THE CONTRACTOR SHALL EXTEND APRON CONSTRUCTION TO CONNECT TO EXISTING DRIVEWAY (PAYABLE UNDER THIS CONTRACT). IF THIS DISTANCE IS GREATER THAN 2'-0", CONSTRUCTION OF THE DRIVEWAY SHALL BE AGREED UPON WITH THE PROPERTY OWNER AND CONTRACTOR, AT THE PROPERTY OWNERS EXPENSE.
7. FOR TYPE "F" CURB, SEE F.D.O.T. INDEX NO. 515 AND DETAIL BELOW.



PLAN AND PROFILE VIEW



DRIVEWAY APRON DETAIL

18TH & 19TH AVE ALLEYWAY IMPROVEMENTS

CITY OF ST. PETE BEACH PUBLIC
WORKS DEPARTMENT

HALFF
1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FLORIDA USA 33602
Phone 813.620.4500 Fax 813.620.4980
www.halff.com
FL CA 33380 FL LC 26000645



ALLISON C. SHAW
No. 57366
STATE OF FLORIDA
PROFESSIONAL ENGINEER
ALLISON SHAW
License Number 57366

Project No.: 42109-010
Issued: DEC 2021
Drawn By: JHM
Checked By: AS
Sheet Title:

DETAILS

C-11

Sheet Number

The City of St. Pete Beach
AWARD ANALYSIS

Solicitation Information

- A. Issue Date:** September 23, 2020
- B. Posted:** Legal Ad on the City's Website; Tampa Bay Times Publication
- C. Date and Time for Offer Receipt:** October 30, 2020
- D. Timely Offers Received:** One (1)

Solicitation Process & Proposal Evaluation:

- On, September 23, 2020 an Invitation for Bid (IFB) was issued in compliance with the City's procurement policies. The solicitation was posted on the City's website and well as the Tampa Bay Times.
 - On October 30, 2020, the City received 1 bid from Gilliam Construction, LLC.
- E. Price Review/Negotiation Record:** The bid from Gilliam Construction, was reviewed and determined to be fair and reasonable.
- F. Determination of Responsibility:** A responsibility review was conducted at the time of award Gilliam Construction, LLC was not listed on the federal government's debarred /suspended list (<https://www.sam.gov>) nor do they appear on the State of Florida List Of Convicted/Suspended/Discriminatory Vendor lists.
- G. Determination and Recommendation:** Gilliam Construction, LLC was determined to be responsible vendors and therefore, eligible for award.

Contract Information

A contract was awarded to Gilliam Construction, LCC.

- H. Term of Award:** Three (3) Years with Three (3) One (1) Year Options
- I. Type of Award:** Contract

Task Order Information

- J. Description:** 18th and 19th Avenue Alleyway Improvements
- K. Contractor:** Gilliam Construction, LLC.
- L. Price Review:** The Procurement Manager reviewed the contract pricing against the Task Order and it was determined that the Task Order for the 18th and 19th Avenue Alleyway Improvements is considered fair and

reasonable.

M. Determination of Responsibility: A responsibility review was conducted at the time of award. Gilliam Construction, LLC. was not listed on the federal government's debarred /suspended list (<https://www.sam.gov>) nor do they appear on the State of Florida List Of Convicted/Suspended/Discriminatory Vendor lists.

N. Determination and Recommendation: Gilliam Construction, LLC. is determined to be a responsible vendor and therefore, eligible to perform the work assigned under this Task Order.

Prepared: Sharon Spellman
Procurement Manager

**St. Pete Beach City Commission
Agenda Report**

Action Request: Motion to ratify the appointment of Patricia Cucchiara as the Police Pension Board of Trustees' 5th member.

Strategic Objective: NA

Date: February 13, 2023

Prepared By: Amber LaRowe

Summary of Issue: The Police Pension Board of Trustees recently met and reappointed Patricia Cucchiara as the 5th Trustee to the Board. The Code of Ordinances outlines this trustee position as a nomination by the other four trustees of the Board and approved by the City Commission.

Funding: NA

Attachments:

1. Email from Plan Administrator to City Clerk with reappointment information.
2. Information about Patricia Cucchiara
3. Code of Ordinances

Amber LaRowe

From: Chrissy Stoker <Christine.Stoker@foster-foster.com>
Sent: Friday, January 20, 2023 1:23 PM
To: Amber LaRowe; Ginny Bodkin
Subject: RE: St. Pete Beach Police - Patricia Cucchiara, 5th Trustee
Attachments: Patricia Cucchiara, Resume.pdf

CAUTION: This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

I'm sorry, I do not....I have the attached resume she submitted when she initially applied for the board. Is there an official application she needs to complete? I can send her one! I'm still learning your processes so please let me know how to proceed and I will get it done.

Chrissy Stoker, *Plan Administrator*

Cape Coral Office	Tampa Office	Naperville Office
2503 Del Prado Blvd. S.	17425 Bridge Hill Ct	184 Shuman Blvd.
Suite 502	Suite 201	Suite 305
Cape Coral, FL 33904	Tampa, FL 33647	Naperville, IL 60563



239.333.4TPA (4872) | 239.333.0177 | www.foster-foster.com

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From: Amber LaRowe <cityclerk@stpetebeach.org>
Sent: Friday, January 20, 2023 1:21 PM
To: Chrissy Stoker <Christine.Stoker@foster-foster.com>; Ginny Bodkin <gbodkin@stpetebeach.org>
Subject: RE: St. Pete Beach Police - Patricia Cucchiara, 5th Trustee

CAUTION: External email; exercise caution before clicking links, opening attachments or responding.

Thank you, this will go on the first meeting in February. Do you have a board application or anything to go along with this email?

From: Chrissy Stoker <Christine.Stoker@foster-foster.com>
Sent: Friday, January 20, 2023 1:05 PM
To: Ginny Bodkin <gbodkin@stpetebeach.org>; Amber LaRowe <cityclerk@stpetebeach.org>
Subject: St. Pete Beach Police - Patricia Cucchiara, 5th Trustee

CAUTION: This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

Good afternoon,

At yesterday's meeting, the Board unanimously reselected Patricia Cucchiara to serve as the 5th Trustee on the pension board and is recommending that the City Commission ratify this appointment. Please add this item to a future Commission meeting agenda and let me know when this appointment is ratified. If you need any details to send to the Commission as backup for this item, please let me know and I am happy to provide it.

Sincerely,
Chrissy

Chrissy Stoker, Plan Administrator

Cape Coral Office
2503 Del Prado Blvd. S.
Suite 502
Cape Coral, FL 33904

Tampa Office
17425 Bridge Hill Ct
Suite 201
Tampa, FL 33647

Naperville Office
184 Shuman Blvd.
Suite 305
Naperville, IL 60563



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The city of St. Pete Beach uses SeeClickFix for residents to submit issues to the city. To report an issue, please [click here](#).

All government correspondence is subject to the public records laws.

PATRICIA A CUCCHIARA
2607 Pass A Grille Way
St Pete Beach, FL 33706
352-262-3085

CERTIFICATION:

Certified Public Accountant, 1983

RESUME:

Practiced as a CPA as follows:

1983 - 1987	Patricia Cucchiara P.A., CPA
1987 - 1991	Cucchiara & Masog, P.A, CPA's
1992 - 2005	McDavid & Company, CPA's
2005 - 2015	KWS, CPA's
2015 -current	Retired

Sec. 66-181. - Board of trustees.

- (a) The sole and exclusive administration of and responsibility for the proper operation of the system, and for making effective provisions of this article. is vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city commission, at the first regularly scheduled meeting following the general election, or at the first regularly scheduled meeting after the city commission meeting where newly elected commissioners are sworn into office, whichever is later; and two of whom shall be members of the system. who shall be elected by a majority of the police officers who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as provided herein and shall a two-year term, unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two years with staggered terms expiring in alternate years, unless he sooner vacates the office or is sooner replaced by the city commission, at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two years. unless he sooner leaves the employment of the city as a police officer or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained in this article, the power to bring and defend lawsuits of every kind, nature, and description.
- (b) Whenever the police officer membership of a closed local law plan falls below ten, an active police officer member seat may be held by either a retired police officer or an active police officer member of the plan who is elected by the active and retired members of the plan. If there are no active or retired police officers remaining in the plan or capable of serving, the remaining board members may elect an individual to

serve in the active police officer member seat. Upon receipt of such person's name, the legislative body of the municipality shall, as a ministerial duty, appoint such person to the board of trustees.

- (c) The trustees shall, by a majority vote, elect a chairman and a secretary. The secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.
- (d) Each trustee shall be entitled to one vote on the board. Three affirmative votes shall be necessary for any decision by the trustees at any meeting of the board. A trustee shall have the right to abstain from voting as the result of a conflict of interest. provided that trustee complies with the provisions of F.S. § 112.3143.
- (e) The board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the system. The compensation of all persons engaged by the board and all other expenses of the board necessary for the operation of the system shall be paid from the fund at such rates and in such amounts as the board shall agree. In the event the board chooses to use the city's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the board.
- (f) The duties and responsibilities of the board shall include, but not necessarily be limited to:
 - (1) Construe the provisions of the system and determine all questions arising thereunder.
 - (2) Determine all questions relating to eligibility and membership.
 - (3) Determine and certify the amount of all retirement allowances or other benefits under this article.
 - (4) Establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system.
 - (5) Distribute to members, at regular intervals, information concerning the system.
 - (6) Receive and process all applications for benefits.
 - (7) Authorize all payments whatsoever from the fund, and notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising

through operation of the system and fund.

(8) Have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the system.

(9) Perform such other duties as are required to prudently administer the system.

(Ord. No. 00-17, § 1, 4-18-00; Ord. No. 04-08, § 3, 5-11-04; Ord. No. 10-27, § 1, 9-28-10; Ord. No. 20-07, § 1, 7-14-20)

**St. Pete Beach City Commission
Agenda Report**

Action Request: Request approval of the service agreement with Project Innovations, Inc. in the amount of \$119,929.36 for Horan Park playground equipment and surfacing.

Strategic Objective: Family Friendly Communities and Strong Neighborhoods

Date: February 13, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Summary of Issue: The City received a quote to remove and replace the playground equipment at Horan Park with new, updated ADA playground equipment. Project Innovations, Inc is currently under contract with Manatee County Public Schools

The City will piggyback on Manatee County Public Schools bid for park and playground equipment and enter into a service agreement with Project Innovations, Inc.

Funding: 301-8000-590-0025

Attachment: Draft Services Agreement
Solicitation Award Analysis
Project Innovations Quote

**Reviewed by the
City Manager:** _____

The City of St. Pete Beach
SOLICITATION AWARD ANALYSIS
Piggyback

Award Information

- A. Description:** Replacement of Playground at Horan Park
- B. Contractor:** Project Innovations, Inc.
- C. Award Amount:** \$119,189.20
- D. Award Type:** Contract
- E. Term of Award:** Six Month Contract; February 24, 2023 to August 31, 2023

Solicitation Information

- F. Issue Date and Offer Received Date:** June 22, 2020 and July 22, 2020
- G. Timely Bids Received:** Twenty (20)
- **Solicitation Process :** On, June 22, 2020 solicitation SDMC No. 21-0053 for Park and Playground Equipment was posted on Manatee County Public School's website.
- H.** Manatee County Public Schools received 20 bids on July 22, 2020 from A&B Management Group dba Southern Park and Play Systems, Advanced Recreational Concepts, Apollo Sunguard Systems, Inc., Bliss Products and Services, Inc., Creative Shade Solutions, Industrial Shadeports, Inc., Kompan, Inc., Lanier Plans, Inc. dba Korkat, MeTEOR Education, LLC., Miller Recreation Equipment & Design, Inc. dba Miracle Recreation Equipment, Inc., PlayCore Wisconsin dba Game Time, Playmore West, Inc., Playspace Services, Inc., Playpower LT Farmington, Inc., Project Innovations, Inc., Rep Services, Inc., Superior Park Systems, Inc., Swartz Associates, Inc., Top Line Recreation, Inc., and Varsity Sports dba BSN Sports, LLC.
- I. Price Review/Negotiation Record:** The Procurement Manager reviewed the pricing and determined that the bid for Project Innovations, Inc. was considered fair and reasonable.
- J. Determination of Responsibility:** A responsibility review was conducted. Project Innovations, Inc. is not listed on the federal government's debarred /suspended list (<https://www.sam.gov>) nor do they appear on the State of Florida List Of Convicted/Suspended/Discriminatory Vendor lists.
- K. Determination and Recommendation:** Project Innovations, Inc. is determined to be responsible vendor and is, therefore, eligible and recommended for award.

Prepared: Sharon Spellman _____
Procurement Manager



Serving All of Florida & the Caribbean

Playground Equipment | Shade Structures | Dog Parks | Artificial Turf
Outdoor Fitness Equipment | Grills | Benches and Tables | All Outdoor Site Amenities



www.Project-Innovations.com

Bill To:	Ship To:
Parks and Recreation St Pete Beach	Horan Park
7701 Boca Ciega Drive	

St Pete Beach FL 33706

Contact #1: <u>Mandy Edmunds</u>	Phone: _____	Date: <u>12/8/2022</u>
Contact #2: _____	Mobile: _____	Email: _____

Qty.	Item #	Description/Colors/Mounting/Etc...	Unit Price	4% DISCOUNT	Total
1	J3-22522-5HDB	Jambette Structure 5" OD Post ADA	\$ 35,000.00	\$ (1,400.00)	\$ 33,600.00
1	L-07005	Arch Swing w/ Adadtive ADA Seats	\$ 4,950.00	\$ (198.00)	\$ 4,752.00
1	L-18043	Spinning Chair ADA	\$ 3,000.00	\$ (120.00)	\$ 2,880.00
1	LA-16004-B	Quattro Spring Rider	\$ 4,800.00	\$ (192.00)	\$ 4,608.00
3000	KST-2.25	Kids Surf Turf 1.25 Furnish Deliver Install w/ Microban Antimicrobial Enviro Infil	\$ 48,000.00	\$ (1,920.00)	\$ 46,080.00
1	INSTALL	Certified Playground Installation	\$ 18,145.00	\$ (725.80)	\$ 17,419.20
1	DEMO	Demo & Dispose. Includes Haz Waste	\$ 7,000.00		\$ 7,000.00
1	DRWNG	Engineered Drawings	\$ 750.00		\$ 750.00
1	PERMIT	Permit Application	\$ 500.00		\$ 500.00

Manatee County Bid 21-0053-MR Sept 12, 2020-Aug 31,2023	REFERENCE #	Sub Total \$117,589.20
	Isle of Palms	FREIGHT \$ 4,000.00
Order Approved By (signature): _____		Add Disc \$ (1,600.00)
Date: _____		Total \$119,989.20

Customer :

PROJECT INNOVATION INC.
COLONEL MICHEAL J. HORAN PARK

Product(s)
Layout Plan

Products :

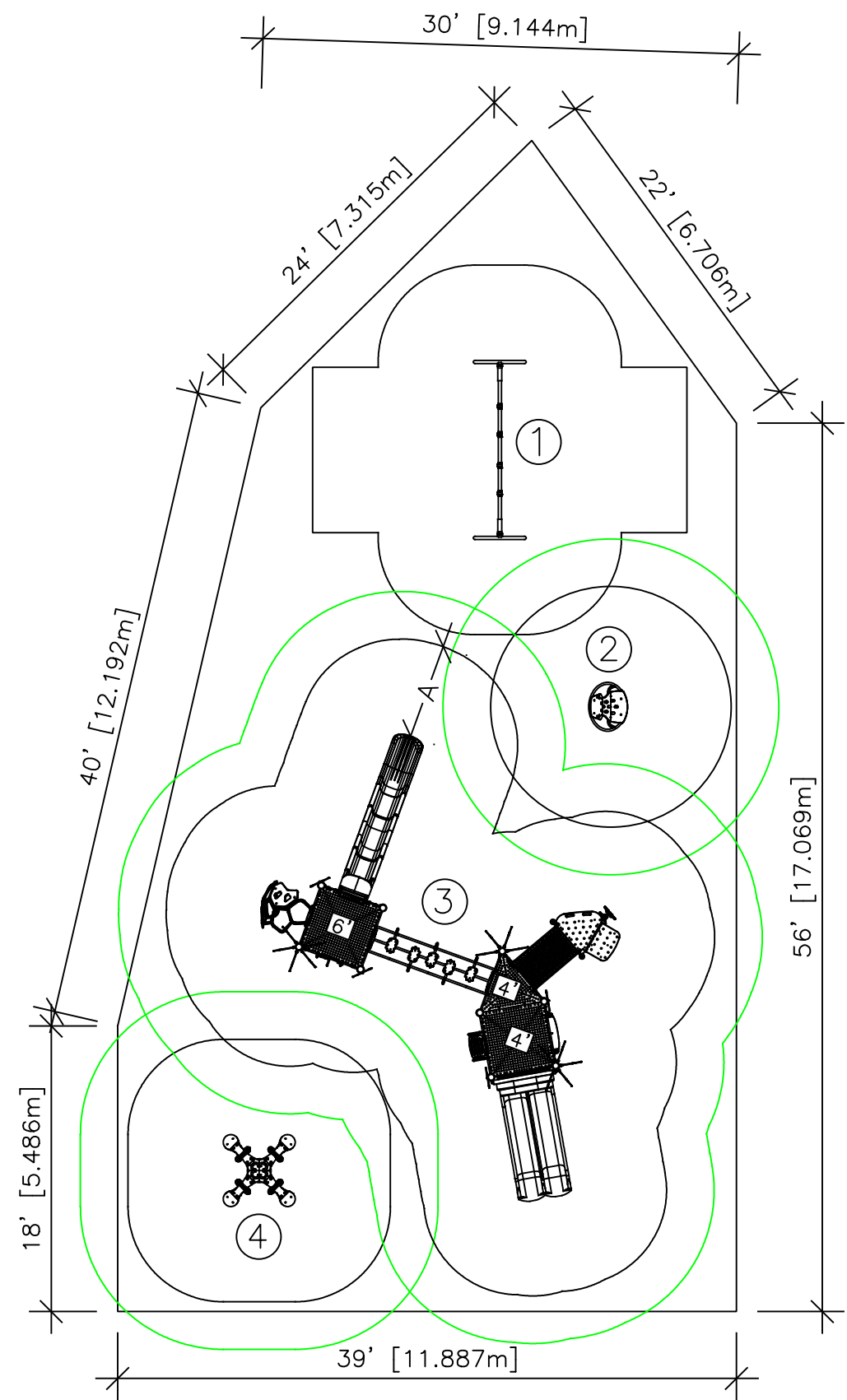
- 1- Arch. swing 6' 2 places
L-07005
- 2- Spinning chair
L-18043
- 3- Playstructure
J3-22522-5HDB
- 4- Quattro spring rider
LA-16004-B

Drawn by: VD

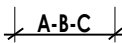
Date: 07.12.2022

Quotation

1075743



Legend

-  = Protective surfacing zone(s)
-  = Protective surfacing zone(s) at the lower exit and of the slide(s)
(A = 5' or 1.52m, 6' or 1.83m) (F = 7' or 2.13m) (B = 8' and over or 2.44m and over)

Excavation surface and
Protective surface = 2293 square feet
Perimeter = 199 linear feet

The ASTM F1487-21 standard and the professional judgement of the manufacturer were used to determine the layout of this plan.



Colonel Micheal J. Horan Park



Colonel Micheal J. Horan Park



Colonel Micheal J. Horan Park



Colonel Micheal J. Horan Park



Colonel Micheal J. Horan Park



BASIC FEATURES

AGE GROUP: 5 to 12 years old

FALL HEIGHT (CSA): 110" (2,8m) (ASTM): 72" (1,8m)

CHILD CAPACITY: 31 children

SHOCK ABSORBING SURFACE (CSA): 37' x 38' (11,3m x 11,6m)

SHOCK ABSORBING SURFACE (ASTM): 37' x 38' (11,3m x 11,6m)

DESCRIPTION

This play structure provides innovative fun physical activities sure to enhance your recreational space. Physical movements such as climbing, hanging, balancing, swinging, crawling and sliding as well as socializing and cognitive activities make Jambette's product an excellent tool for a child's overall development.



BODY MOVEMENTS



Sliding

Intensive (10)



Learning

Moderate (5)



Balancing

Intensive (8)



Crawling

Moderate (6)



Hanging

Light (3)



Climbing

Intensive (8)



Imagining

Moderate (5)



Rotating

Light (2)



Pulling up

Light (3)



Socializing

Moderate (5)

ANCHORING



ON CONCRETE SLAB

This product is anchored to the ground on concrete slabs.

MATERIALS

METALS

Post(s): 6061-T6 aluminum alloy tube measuring 5" (127mm) in outer diameter, with 0.125" wall thickness.

Metal frame(s): Made of steel (sv)

Hardware: Made of stainless steel, Anti-vandal type.

PLASTIC MATERIALS

Panels: High density polyethylene (HDPE), colored in the mass. (sv)

Slide(s): Rotomolded UV stabilized high density polyethylene (HDPE), colored in the mass.

COATINGS

Paint: Z-Series polyester powder, with ultraviolet (UV) rays and weather extreme resistance. Our paint also has antibacterial and antiviral properties.(sv)

Galvanization: Some attachments are hot dipped galvanized.

OTHER MATERIALS AND COMPONENTS

Deck(s): 12-Gauge steel sheets, perforated and coated with polyvinyl chloride (PVC). (sv)

Climbing grip(s): Polyester resin made of 10% recycled materials, with a non-slip finish.

Cable(s): A cable with a diameter of 5/8.. (16 mm) composed of 6 strands of 8 galvanized steel threads covered with black polyester joined together by pressed aluminium links

FLEXIBLE MATERIALS

Rubber: 1/4" thick rubber strap made of two rubber layers laminated with two polyester linings. The top has a non-skid texture and the lining is visible on the underside.

COLOUR CHOICES

Aluminum / Steel

01	02	05	07
08	10	11	12
13	14	16	18
		23	

Molded Polyethylene

02	05	07
08	15	18
19	21	23

Polyethylene Panels (3/4")

02	05	07	10	14
15	16	18	19	21



BASIC FEATURES

AGE GROUP: 18 months to 12 years old

FALL HEIGHT (CSA): 19" (0,5m) (ASTM): 19" (0,5m)

CHILD CAPACITY: 2 children

DIMENSION (WT x DT x HT): 2'6" x 3'1" x 3'4" (0,8m x 0,9m x 1m)

SHOCK ABSORBING SURFACE (CSA): 16' x 16' (4,9m x 4,9m)

SHOCK ABSORBING SURFACE (ASTM): 16' x 16' (4,9m x 4,9m)



DESCRIPTION

An excellent complement to your park, this chair is safe thanks to its backwards angle. It creates a rotary movement thanks to its vertical axis. An experience not to be missed!

ANCHORING



IN CONCRETE

This product is anchored to the ground with concrete columns.

MATERIALS

METALS

Base: Made of steel tube measuring 4-1/2" (114mm) in diameter.

Hardware: Made of stainless steel, Anti-vandal type.

Metal frame(s): Aluminum

Metal frame(s): Steel tube measuring 4-1/2"(114mm) in outer diameter.

COATINGS

Paint: Painted metal parts are white blasted first, then coated with a primer and Z-series polyester powder, which has an extreme resistance to ultraviolet (UV) rays and weather. Our paint also has antibacterial and antiviral properties (lv)

FLEXIBLE MATERIALS

Disc(s): The disc is composed of three pieces of 82 durometer ultra resistant rubber, treated against UV rays and steel reinforced.

Flange Covers: Made of 82 durometer ultra resistant rubber and treated against UV rays.

MECHANICAL COMPONENTS

Ball Bearings: Tapered roller type. Capacity of 34,000 lbs (15422 kg).

PLASTIC MATERIALS

Plate(s): Panels are made of HDPE polyethylene colored in the mass and treated against UV rays. All edges are rounded for maximum safety.(lv)

COLOUR CHOICES

Aluminum

01	02	05	07
08	10	11	12
13	14	16	18
20	21	22	23

Polyethylene Panels (1/2")

02	05	07	10	14
15	16	18	19	21

Made at our factory in Lévis, Québec, Canada • Meets CAN/CSA-Z614 and ASTM ASTM F1487



BASIC FEATURES

AGE GROUP: 18 months to 12 years old

FALL HEIGHT (CSA): 22" (0,6m) (ASTM): 22" (0,6m)

CHILD CAPACITY: 4 children

SHOCK ABSORBING SURFACE (CSA): 17' x 17' (5,2m x 5,2m)

SHOCK ABSORBING SURFACE (ASTM): 17' x 17' (5,2m x 5,2m)



DESCRIPTION

An oscillating, four-seater set. With its three springs, this new generation teeter totter does not need any bumpers on the ground since its extremities never touch the ground during use. Sturdy handles ensure maximum safety for young users.

ANCHORING



IN CONCRETE

This product is anchored to the ground with concrete columns.

MATERIALS

METALS

Metal frame(s): Aluminum

Spring(s): Helical type anti-pinch 5/8" (16mm) diameter rod. Fixing to its ends by heavy-duty brackets.

Hardware: Made of stainless steel, camouflaged by HDPE safety caps.

PLASTIC MATERIALS

Plate(s): Panels are made of HDPE polyethylene colored in the mass and treated against UV rays. All edges are rounded for maximum safety. (lv)

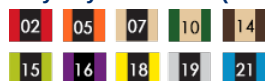
Handel(s) and step(s): Made of HDPE polyethylene colored in the mass and treated against UV rays.

COATINGS

Paint: Painted metal parts are white blasted first, then coated with a primer and Z-series polyester powder, which has an extreme resistance to ultraviolet (UV) rays and weather. Our paint also has antibacterial and antiviral properties (lv)

COLOUR CHOICES

Polyethylene Panels (1/2")



Aluminum



Made at our factory in Lévis, Québec, Canada • Meets CAN/CSA-Z614 and ASTM ASTM F1487

Jambette 2017 Limited Warranty

• Aluminium Parts	lifetime	• Plastisol Parts	10 years
• Hardware	lifetime	• Factory Labour	5 years
• Steel/Polyurethane Cables	7 years	• Polycarbonate Parts	5 years
• Swing Hangers	15 years	• Swing Set Parts	5 years
• Steel Parts	15 years	• Other Parts	2 years
• Polyethylene Parts	10 years	• Springs for Spring Riders	2 years
• Recycled Plastic Parts	10 years		

Subject to the terms, conditions, limitations and exclusions set out in this limited warranty from Jambette.

Aluminum Parts... limited lifetime warranty

- 1.1 We offer a lifetime warranty on the aluminium parts on our products against perforation due to low quality material for the normal life of these types of parts, used under normal conditions and subject to their proper maintenance.

Hardware... limited lifetime warranty

- 1.2 The nuts and bolts are guaranteed against breakage due to corrosion for the normal life of these types of parts, used under normal conditions and subject to their proper maintenance.

Steel / Polyurethane cables... 7-year limited warranty

- 1.3 We guarantee polyurethane-coated steel cables against breakage. Scratches and any other type of deterioration caused by normal use or bangs are not under warranty.

Swing Hangers... 15-year limited warranty

- 1.4 We guarantee swing hangers (joints) against deterioration caused by rust that has progressed sufficiently harm to users for a period of 15 years. Wear marks of moving parts and their pivot points caused by normal use and cuts or scratches resulting from normal use of equipment are not under warranty.

Steel Parts... 15-year limited warranty

- 1.5 The steel parts are guaranteed for a period of 15 years against perforation caused by rust. The steel cables are excluded from this clause (see item 1.3).

Polyethylene Parts... 10-year limited warranty

- 1.6 The high-density polyethylene parts are guaranteed for a period of 10 years. We guarantee these parts against splitting. Although this material is treated against the effects of UV rays, the discoloration of the polyethylene is not covered by this warranty.

Recycled Plastic Parts... 10-year limited warranty

- 1.7 The recycled plastic parts are guaranteed for a period of 10 years. We guarantee the parts against splitting. Although this material is treated against the effects of UV rays, the discoloration of the recycled plastic is not covered by this warranty.

Plastisol Parts... 10-year limited warranty

- 1.8 We guarantee plastisol against splitting causing chipping for a period of 10 years. Scratches and any other type of deterioration caused by normal use or bangs are not under warranty.

Factory Labour... 5-year limited warranty

- 1.9 We guarantee the manufacturing quality of the assembly performed in the workshop for a period of 5 years.

Polycarbonate Parts... 5-year limited warranty

- 1.10 We guarantee Polycarbonate parts against splitting for a period of 5 years. Scratches and any other type of deterioration caused by normal use or bangs are not under warranty.

Swing Seats... 5-year limited warranty

- 1.11 We guarantee swing set seats against deterioration that has progressed sufficiently to undermine user safety for a period of 5 years. Scratches and any other type of deterioration caused by normal use or bangs are not under warranty.

Other Parts... 2-year limited warranty

- 1.12 We guarantee the other parts or materials not mentioned in the previous clauses for a period of 2 years. Scratches and any other type of deterioration caused by normal use or bangs are not under warranty.

Springs for Spring Riders... 2-year limited warranty

- 1.13 We guarantee the springs for spring riders against deterioration caused by rust for a period of 2 years. The breakage of a spring is guaranteed as long as a manufacturing defect is detected and recognized. Scratches and any other type deterioration caused by normal use or bangs are not under warranty.

Other terms, conditions, limitations and exclusions

For the products listed in this document, should a defect with respect to labour or materials occur and that was immediately reported to and confirmed by us, we undertake to replace or repair in the workshop the defective parts, at our discretion, at no charge.. The replacement or repair of parts in no way extends the term of the applicable limited warranty. We reserve the right to require that you send us the parts in question at your expense. Where the parts are covered by this limited warranty, we will handle the transportation charges for the return of these parts.

Please note that, in addition to the cases excluded from this limited warranty, the following items are not covered by our warranty: wear marks and scratches resulting from the normal use of the equipment including the parts having a joint system, damage due to vandalism, excessive or improper use, disregard of maintenance notices or installation instructions and product assembly, as well as damage caused by various chemicals, contaminants or any corrosive materials, the damage caused by a saline environment due to a coastal climate, or from another source such as the spreading of deicing products on nearby roads, pollution, fire, explosions, acts of God, natural occurrences such as ground settling, freezing, thawing, violent winds, lightning, floods and other natural catastrophes, war, acts of terrorism and other such events or causes that are not the result of a manufacturing defect in terms of labour or materials.

Balls, basketball nets, soccer goal nets and any other types of athletic net are not covered by this warranty.

In addition to this warranty, the steel on products with the "coastal solution" is guaranteed for a period of five years against perforation caused by corrosion, even if the product is installed in a saline environment, in other words an environment in which the air carries salt, for example by the sea or near a highway on which de-icing products are spread.

The five-year "coastal solution" warranty does not apply if the product is in direct contact, at all times or occasionally, with saltwater or a corrosive product such as de-icing products used to melt ice. It should also be noted that it is always recommended to wash any Jambette product exposed to saline environments regularly with clean water.

All other terms, conditions, limitations and exclusions in this warranty apply in all cases.

Finally, please note that the "coastal solution" is not available for the Magma and Hydroludik family of products, outdoor furniture or any model of swing hangers, metal fasteners for swing seats, parts at the base of spiral slides or parts inside the L-0030 Multi-ball.

We assume no other responsibility for our products other than that related to a manufacturing defect in terms of the labour or materials used for our products for the duration and subject to the terms, conditions, limitations and exclusions provided in this limited warranty.

By purchasing the products, the purchaser accepts this limited warranty and acknowledges that this replaces any other representation, warranty or condition, explicit or implied, statutory or other, including any warranty explicit or implied of merchant quality, commercial value or adaptation to or compliance with any anticipated use, application or installation. At no time does this warranty cover direct, indirect or incidental damages, nor labour related to corrective work, uninstallation, reinstallation or other such work, nor transportation fees not specifically outlined in this warranty or other fees, damages, losses or other costs suffered by any person. This warranty overrides any warranty appearing in our catalogue or any other promotional document including our website.

The date on your invoice attests to the applicable warranty period(s). For all claims made under this limited warranty, and in order to process your file, you must notify us in writing immediately as soon as you notice a problem, providing us with the details of your claim and a description of the alleged manufacturing defect, as well as photos of the defective products, the part (if applicable), and the original purchase invoice. For more information on our claims procedure, please contact us at 1-877-363-2687.



INFILL THAT WITHSTANDS. A YARD THAT STANDS OUT.

Endorsed by feet of all sizes.

envirofill®

INFILL THAT STANDS THE TEST OF TIME

Redefining Your Landscape



“My kids are constantly in and out of the yard, so the anti-microbial infill is helpful in keeping germs at a minimum for all of us.”

- Sarah B., Homeowner

Envirofill® makes artificial turf look and feel great. It's tough enough for any application, and it's completely safe. **Envirofill** is American-made using non-toxic components. No wonder it's the favorite of landscape experts for everything from playgrounds and putting greens to residential lawns and pet areas.

Benefits



- **A different kind of infill.** Envirofill is composed of naturally occurring sand found only in the Hickory Formation of central Texas. Its highly rounded quartz core resists compression so it doesn't compact over the life of the turf.
- **It's cleaner.** Microban® antimicrobial protection is infused into Envirofill during the manufacturing process to help prevent the growth of bacteria, mold, and mildew that can cause stains, odors, and product deterioration.
- **Sustainable.** Because of its superior durability, Envirofill's coating and color are warranted for 16 years. When your turf wears out and needs replacement, Envirofill has the potential to be reused in your new turf.
- **Easy installation.** With its texturized thatch layers, landscape turf can be very dense and difficult to infill. Because of Envirofill's rounded shape, uniform size, and smooth surface, it quickly settles down into the turf—saving you time, effort, and aggravation.

Envirofill's exclusive partnership with Microban® provides an added level of antimicrobial protection for the lifetime of your infill.



Contact us today at: 855-650-6818

envirofill®

SPECIFICATIONS/

for Jambette Materials

ALUMINUM TUBES

Posts are made of aluminum alloy 6061-T6 tubes measuring 3 1/2" (89 mm) in outer diameter (0.148" wall thickness) and 5" (127 mm) in outer diameter (0.125" wall thickness). Recreational elements are made of aluminum alloy 6063 T52 tubes measuring 1 1/2" (38 mm) in outer diameter (0.120" wall thickness) and 2 3/8" (60 mm) in outer diameter (0.154" wall thickness).

STEEL TUBES

Tubes are made of Grade 50W or A500 Grade C hot rolled steel, with wall thicknesses varying in the range of 0.100" (2.5 mm) to 0.250" (6.4 mm).

STEEL PROFILES

Profiles are made of Grade 44W hot rolled steel with thicknesses varying in the range of 1/8" (3 mm) to 1/2" (13 mm), depending on structural requirements.

PLASTISOL COATED GRIDS

(Platforms, ramps and stairs)

Jambette's plastisol surfaces are made of 12 gauge perforated steel sheets; round cut holes are 1" (25 mm) in diameter and distanced by 1/2" (13 mm). Following dipping in a basin of polyvinyl chloride (PVC), metal parts are cured for 20 minutes in a 375°F oven. Projections are then mechanically trimmed in order to prevent injuries. The black colored finish is skip-resistant.

Z SERIES POLYESTER POWDER COATING

The colored coating used by Jambette is a Z series polyester powder known for its ultraviolet (UV) rays and weather extreme resistance. This type of coating retains a maximum of 5.0 Delta E units (measure of color retention) after 5 years of use. The Z series is meeting the requirements of AAMA 605.2. Moreover, the Z series powder has excellent physical and mechanical properties, in addition to being very flexible.

The coating procedure consists in the following steps:

- Shaping and welding of the various parts;
- Antirust washing with a solvent (including hand brushing and drying);
- Angular stainless steel grit shot blasting (White Metal Blast Cleaning);
- Primer application;
- Firing à 300°F;
- Application of Z series polyester powder paint;
- Firing à 400°F.

Z Series polyester powder and Jambette's application method have been both successfully tested to the following standards:

- | | |
|-----------------|--|
| • ASTM D-522 | Flexibility mandrel; |
| • ASTM D-2794 | Impact resistance; |
| • ASTM D-1654-8 | Resistance to rust; |
| • ASTM D-610 | Resistance to rust; |
| • ASTM D-3359 | Adhesion against cutting; |
| • ASTM D-3363 | Pencil hardness; |
| • ASTM B-117 | Resistance to corrosion, 500 hours of salt mist. |

HIGH-DENSITY POLYETHYLENE SHEETS

Panels are made of 1/2" (13 mm) and 3/4" (19 mm) thick UV-stabilized high-density polyethylene (HDPE) sheets. The "Orange Peel" texture reduces signs of wear. For some applications, we use the same material but rather with a 1" (25 mm) thickness, in black.

POLYESTER/STEEL CABLES

A cable with a diameter of 5/8. (16 mm) composed of 6 strands of 8 galvanized steel threads covered with black polyester joined together by pressed aluminium links. In assembling the nets, cables are linked together using mechanical high-density polyethylene (HDPE) joints developed by Jambette.

ROTOMOLDED POLYETHYLENE COMPONENTS

(Slides, adaptive swing seat and tunnels)

Rotomolded components are made of UV stabilized high density polyethylene (HDPE).

SPECIFICATIONS/

for Jambette Materials



ANTIMICROBIAL PAINT, A FIRST IN THE INDUSTRY!

All coatings (paints) now applied to Jambette equipment have antibacterial and antiviral properties.

FOR ENHANCED HEALTH SAFETY!

Jambette is most proud to announce this first in the institutional recreational equipment industry: all coatings (paints) now applied to Jambette equipment have antibacterial and antiviral properties.

Public facilities are conducive to the accumulation of microbes that can cause bacterial or viral infections. At Jambette, however, we believe that play time should not be a source of concern.

SIMPLIFIED MAINTENANCE

Ingredients with antimicrobial properties are incorporated into the paint recipe itself. The use of disinfectants is thus greatly reduced*.

SAFETY IS IMPORTANT TO US

In the face of today's challenges, including the spread of new viruses, increased sensitivity to allergens, and the prevalence of various conditions related to immune system dysfunction, Jambette makes a point of actively seeking solutions to make life easier for users of its equipment and offer them maximum health safety.

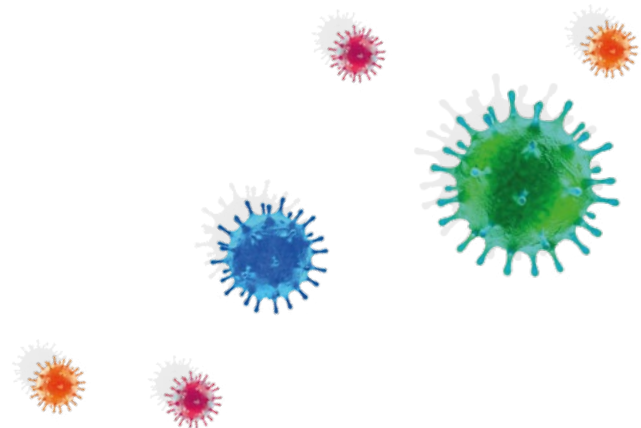
FEATURES OF ANTIMICROBIAL COATINGS USED AT JAMBETTE

- Silver Ion Technology: Silver (Ag) has long been known for its antimicrobial and antiviral properties;
- Broad-spectrum activity against bacteria, yeasts and moulds, and viruses;
- Long-term activity and multiple antimicrobial mechanisms.

A SAFE AND ECO-FRIENDLY TECHNOLOGY

- The technique is approved by Health Canada and the Food and Drug Administration (FDA) and has been used in the medical field for several years;
- The goal is to prevent illness and thereby reduce some of the burden on hospitals;;
- The desired outcome is a healthier population and reduced health care costs.

* IMPORTANT: All paint-coated Jambette products must be kept clean to maintain antimicrobial action. Regular cleaning is necessary to prevent the accumulation of dust, dirt and other potential barriers.



SPECIFICATIONS/

for Jambette Materials

SPRINGS

Anti-pinch coil springs are formed by a rod with a 5/8" (16 mm) diameter, painted in black. Spring ends are fixed with heavy-duty clamping brackets.

ALUMINUM POST CAPS

Caps for posts 3 1/2" (89 mm) in diameter are made of black-colored UV-stabilized high-density polyethylene (HDPE). For posts with a 5" (127 mm) diameter, caps are of cast aluminum.

CLIMBING GRIPS

Climbing grips are molded from a polyester resin made of 10% recycled materials, with a non-slip finish.

STRINGERS

Anchored are covered with a protective coating or recycled plastic.

STAINLESS STEEL SLIDES

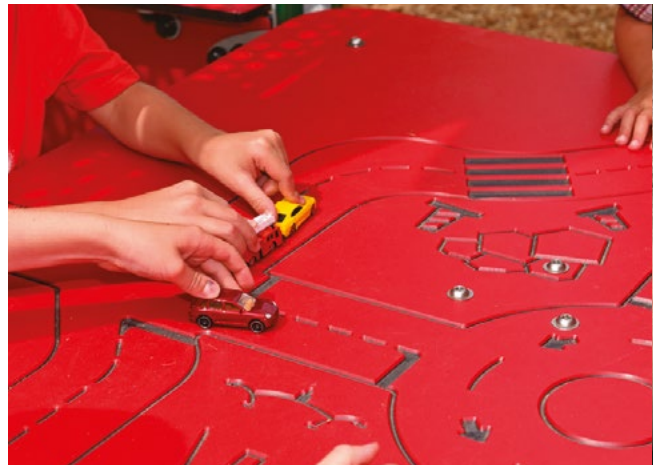
Metal slides consist of a stainless-steel bed, made from a 16 gauge (Grade 304) stainless steel sheet, and a pair of 1/2" (13 mm) thick aluminum alloy 5052-H32 beams.

HARDWARE

Stainless steel hardware is anti-vandal.

WELD QUALITY

The assembly of metallic components requires two arc welding processes, i.e., MIG (Metal Inert Gas) and GMAW (Gas metal arc welding). For aluminum welding, the filler metal classification is ER4043 and the shielding gas is argon, whereas for steel welding, the filler metal classification is ER70S 6 and the shielding gas is a blend of argon and carbon dioxide.



CITY OF ST. PETE BEACH, FLORIDA
AGREEMENT TO “PIGGY-BACK”

Replacement of Playground at Horan Park

The City of St. Pete Beach, (hereinafter “City”) enters this Agreement to “piggy-back” (the “Agreement”) with Project Innovations, Inc. (hereinafter “Vendor”). The City and Vendor together shall be referred to as the “Parties.”

WHEREAS, Vendor is currently under contract with Manatee County Public Schools for Park and Playground Equipment (the “Manatee County Public Schools”).

WHEREAS, the City desires to purchase from Vendor Project Innovations, Inc.

WHEREAS, the City approved the contract to Contractor at its duly held Commission Meeting on February 13, 2023 (the effective date) for a total amount not to exceed \$121,989.20.

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City’s Code of Ordinances adopted by the City Commission, the City is authorized to “piggy-back” onto the Park and Playground Equipment Contract for the same or similar services.

WHEREAS, the Vendor specifically consents to the City using its “piggy-back” authority and has provided a proposal to the City with the same or similar unit pricing as the Park and Playground Equipment Contract.

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 terms of Park and Playground Equipment Contract and as follows:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Exhibits. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Vendor's original contract (Exhibit "A")
 - b. Florida Public Records Law (Exhibit "B")
4. Notices. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

Project Innovations, Inc.
Attn: Wayne Armand, President
712 Wesley Avenue, Building A
Tarpon Springs, FL 34689

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

wayne@myusaprojects.com

With Copy To:

cityattorney@stpetebeach.org

5. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
6. Effective Date and Term of Agreement. This agreement shall become effective on January 24, 2023 and shall remain in effect until August 31, 2023.
7. Options. The City may exercise an option (if applicable) under this contract by written note to the Contractor within the term of the contract. If feasible, the City shall give the preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the City to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract. If the City exercises the option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) months from contract award.
8. Funds. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Project Innovations, Inc.

City of St. Pete Beach:

Signature: Wayne Armand

Signature: _____

By: Wayne Armand - President

By: _____

Its: Project Innovations Inc. President

Its: _____

Date: 1/24/2023

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”
(Vendor’s Original Contract)



PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Contract of Award Agreement No. 21-0053-MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and Project Innovations, Inc. , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

PARK AND PLAYGROUND EQUIPMENT, SDMC No. 21-0053

2. **Contract Term:** The term of this Agreement shall be from September 1, 2020_ through August 31, 2023 . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.
4. **Invoice Requirements:** The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.
6. **Termination for Cause:** The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the

termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience: Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

7. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
8. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. **Anti-Discrimination:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
10. **Minority, Small, and Women Owned Business:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.
11. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during

the duration of the Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

12. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.
13. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.
14. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the nonFederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
15. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
18. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
19. **Section 6002 of The Solid Waste Disposal Act:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).
20. **Record Retention Requirements for Contracts Paid for with Federal Funds** 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
21. **Indemnification:** Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.
22. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:
 - a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
 - b. Employer's Liability Insurance in an amount not less than \$1,000,000.00 per occurrence.

- c. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
 - i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- d. Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- e. Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **Compliance with Jessica Lunsford Act:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

24. **Sovereign Immunity:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Linda Lambert, Communications/ Public Records Associate, 215 Manatee Avenue W. Bradenton, Florida, 34205
(941) 708-8770 lambertl@manateeschools.net

25. **Entire Agreement:** The proposal and this agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

26. **Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

SIGNATURES:

CONTRACTOR

Wayne Armand

Signature

Wayne Armand

Type or Print Name

Project Innovations Inc.

Business/Company Name

712 Wesley Avenue Building A

Address

Tarpon Springs FL 34689

City, State, Zip

August 3, 2020

Date

President

Title

727-460-8449

Phone

727-939-8811

Fax

wayne@myusaprojects.com

Email

SCHOOL DISTRICT OF MANATEE COUNTY

Doug Wagner

Doug Wagner (Aug 18, 2020 12:26 EDT)

Deputy Superintendent of Operations

8/18/2020

Date

Mitchell Teitelbaum

Legal Counsel

Cynthia

Saunders

Superintendent

Digitally signed by Cynthia
Saunders
Date: 2020.08.27 15:20:04 -04'00'

8/17/2020

Date

8/27/2020

Date

SCHOOL BOARD

Gina Messenger

Board Chair

Digitally signed by Gina
Messenger
Date: 2020.08.27 15:20:28
-04'00'

8/27/2020

Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: Project Innovations, Inc.

TELEPHONE NUMBER: —

LIST EMPLOYEE(S) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: <https://www.manateeschools.net/> Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint ApptDate/Time

SUPPLIERS PERFORMING SERVICES ON SCHOOL CAMPUS MUST HAVE A VALID JLA BADGE. IF THE SUPPLIER DOES NOT HAVE A BADGE AT THE TIME SERVICES ARE RENDERED, THEY WILL BE ESCORTED ON AND OFF CAMPUS AND SUPERVISED AT ALL TIMES ON CAMPUS.		

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

EXHIBIT “B”

(Florida Public Records Law)

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —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) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

St. Pete Beach City Commission Agenda Report

Issue Considered: Revised City Attorney Retainer Agreement

Date: February 13, 2023

Prepared By: Andrew Dickman, City Attorney
Matthew McConnell, Assistant City Attorney

Summary of Issue: Andrew Dickman and the Dickman Law Firm have proudly represented the City of St. Pete Beach since 2014. The City Attorney's retainer agreement was last revised on April 28, 2021. It is normal business practice for a law firm to review hourly rates based on its overhead, payroll, expertise of its attorneys, and other factors. Therefore, the City Attorney is presenting to the City Commission the attached revised retainer agreement that increases hourly rates for the City Attorney, Assistant City Attorney, Partner, and Associate Attorney. If the Commission approves this agreement, the hourly rates will be:

City Attorney (Andrew Dickman), \$230, increased from \$225. Assistant City Attorney (Matthew McConnell), \$200, increased from \$180. Partner (Ody Dickman), \$200, increased from \$190. Associate Attorney, \$160, increased from \$150. Paralegal and Legal Assistant rates will not change.

We continue to put into practice standardized procedures for taking in and tracking requests for legal assistance from the Administration, refining contract templates, and managing defense counsel paid for by the City's insurance carrier. The Assistant City Attorney has more than 5 years with the City and has taken on more responsibility, and our 9-year relationship with the City enables our professionals to act quicker and with deeper knowledge of City issues. Based on this, we believe our monthly blended rate will only have a modest or de minimis impact on the City Attorney annual budget.

Requested Motion: I move to approve the revised City Attorney Retainer Agreement effective March 1, 2023.

Attachments: Exhibit A – Revised Retainer Agreement.

Dickman Law Firm

Miami

T: (305) 758-3621
F: (305) 758-0508

Naples

T: (239) 434-0840
F: (239) 434-0940

St. Petersburg

T: (727) 527-7150
F: (727) 527-7180

~~April 28, 2021~~

February 13, 2023

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St. Pete Beach City Commission
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Amended Attorney Retainer Agreement & Authority to Represent

Dear Mayor and Commissioners:

I am pleased that you have engaged the Dickman Law Firm to serve as the City of St. Pete Beach's City Attorney since 2014. 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 the terms or language in this engagement agreement, please contact me prior to signing this engagement agreement.

Acknowledgments. On July 14, 2014, the city-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. On December 17, 2015, the Commission raised the City Attorney's hourly rate from \$180.00 to \$205.00 per hour. On May 29, 2020, the Commission raised the City Attorney's hourly rate from \$205.00 to \$220.00 per hour. On April 28, 2021, the Commission raised the City Attorney's hourly rate from \$220.00 to \$225.00 per hour. It is the practice of the Firm to annually evaluate all its retainer agreements and determine if changes are warranted or necessary based on a variety of considerations. On ~~April 27~~February 13, 2023, the City Commission made adjustments to the hourly rates (below) our firm will bill the City beginning ~~May~~March 1st.

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); and
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. We will submit a detailed invoice to the City finance department every thirty days. Expenses will be separately stated on the invoice and the Firm's 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. The Firm's hourly fees are based upon the time expended by me and legal staff on the scope of services above. Our 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	\$225 230	City Attorney
Odelsa Flores-Dickman	\$190 200	Sr. Attorney Partner
Matthew McConnell	\$180 200	Sr. Associate Attorney (Assistant City Attorney)
To be assigned Associate Attorney	\$150 160	Associate Attorney
Paralegal To be assigned	\$75	Paralegal
Legal Assistant To be assigned	\$50	Legal Assistant

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The hourly rates set forth in this Agreement may be modified or adjusted at least annually upon request and approval of both parties. No advance retainer deposit shall be required under this Agreement.

Expenses. Expenses we 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 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 regarding 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 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 the City informed of progress and developments and respond to City inquiries in a timely manner. To enable me to render these services effectively, the City agrees 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 me 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 matter at any particular time. Separate, specialized or substitute counsel may only be engaged to represent City where the City Commission, with the advice of the City Attorney, determines that other special counsel is necessary and should be employed to represent City in a particular matter. The City Attorney will monitor and coordinate with special counsel and provide the City Commission updates as needed or requested.

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. Unless otherwise required by provisions in the City's Charter and Code of Ordinances, 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. If any dispute arises under this Agreement, the parties shall negotiate in good faith to settle such dispute prior to taking formal action.

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. If 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. If the conflict cannot be resolved, I shall recommend that the City Commission retain a temporary 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 Dickman Law Firm 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,
DICKMAN LAW FIRM

Andrew W. J. Dickman, Esq., AICP

Acceptance of the Terms and Conditions of the Agreement:

Pursuant to authorization given by the City Commissioner, I Alan Johnson, Mayor, hereby certify that we have read, do understand, and agree to the terms and conditions set forth in this letter agreement.

By: _____
Alan Johnson, Mayor

Date

St. Pete Beach City Commission Agenda Report

Action Request: Motion to adopt Ordinance 2023-01.

Strategic Objective: Roadway infrastructure

Date: February 13, 2023

Prepared By: Vince Tenaglia, Assistant City Manager/CFO

Through: Alex Rey, City Manager

Summary of Issue: The intent of Ordinance 2023-01 is to recognize the City's financial position as of September 30, 2022 and re-balance available funds. Throughout the annual budget process, staff estimates working capital balances for the purpose of determining current and future spending availability. To the extent revenue exceeds staff estimates, or expenditures fall short of estimates, funding becomes available to either increase spending or increase fund balance.

Approximately \$1.6 million is available in the General Fund for such purposes, with revenue 4.9% higher than estimates and expenditures 5.9% under staff estimates. Many of the contributing factors were discussed during the September budget hearings, including the strength of the parking program, plan review revenue recognized well ahead of schedule, and the extent of personnel vacancies throughout several operating departments.

Staff is proposing to use the additional funds to restore fund balance to the policy minimum and to increase capital project balances for the Boca Ciega Drive and Gulf Winds Drive roadway reconstruction projects. The combined budget for both projects is currently \$4.37 million versus an opinion of probable cost of approximately \$6.8 million.

Other funds reporting significant budgetary gains included the Capital and Stormwater funds. In the Capital Fund, Penny for Pinellas revenue exceeded historic averages by nearly 40%, driven by tourism and higher sales prices.

The Stormwater Fund reported a budgetary gain of approximately \$405,000 primarily due to underutilization of the operating budget. A new program to clean and maintain outfalls, baffle boxes, and check valves was not executed as

anticipated but is still expected to ramp up in FY 2023. The gain will be applied to the 45th Avenue drainage improvement project, which is currently assumed to be externally financed, and allow for the FY 2023 capital program to be cash funded.

All other funds reported relatively modest changes.

Funding:

New funding requests include the following:

General Fund: Transfer \$1,139,644 out to Capital Fund. Add \$100,000 for employee Health Savings Accounts and Flexible Spending Accounts.

Building Fund: Increase contingency expenditures by \$47,112 to allow for potential increases in staffing or contractual inspection service.

Fleet Fund: Increase vehicle replacement budget by \$35,000 to help fund electrification.

Multimodal Fund: Increase Sunset Way project funding by \$75,000, which was reduced during the budget adoption process.

Capital Fund: Increase Boca Ciega/Gulf Winds Drive capital project balance by \$1,300,000. Increase contingency balance by \$66,006 to allow for greater flexibility. Add offsetting revenue and expenditures of \$50,300 for an FDOT highway landscape grant.

Resiliency Fund: Add offsetting revenue and expenditures of \$64,000 for an FDEP vulnerability assessment.

Reclaimed Water Fund: Increase lateral replacement program budget by \$33,899 based on funding availability.

ARPA Fund: Increase contingency expenditures by \$4,316 based on funding availability.

The Finance and Budget Review Committee reviewed the re-appropriation process on January 20, 2023 and recommended the City Commission accept staff's proposal, with one contingency. The Committee recommended staff develop an interfund repayment policy, primarily to formalize the process by which the Reclaimed Water Fund will repay the General Fund beginning in FY 2024, but also to address any

similar interfund arrangements in the future. The intent of such a policy would be to reinforce fund balance.

Attachments: Ordinance 2023-01
Exhibit A

**Reviewed by the
City Manager:** _____

Ordinance 2023-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the fiscal year 2023 budget includes revenue and expenditures as adopted by Ordinance 2022-14 on October 10, 2022.

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2023 budget.

WHEREAS, Article III, Section 3.13(a) of the City Charter provides authority for appropriation amendments.

WHEREAS, the City Commission of the City of St. Pete Beach desires to appropriate revenue and expenditures derived from fiscal year 2022 outstanding encumbrances and available balances.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City of St. Pete Beach fiscal year 2023 budget shall be amended per Exhibit A, attached and made part of this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, Mayor

I, Amber LaRowe, 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 _____, 2023.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Ordinance 2023-01: Exhibit A

	General	Building	Fleet	Multimodal	Capital	Resiliency	Wastewater	Reclaimed	Stormwater	ARPA	Total
Estimated FY23 beginning fund balance	11,300,000	2,200,000	660,000	70,000	300,000	-	480,000	340,000	670,000	-	16,020,000
Actual FY23 beginning fund balance	14,050,000	2,360,000	770,000	260,000	7,000,000	-	1,426,285	580,000	1,390,000	4,725,000	32,561,285
Reconciliation:											
<u>Fund balance appropriations:</u>											
Development-related plan reviews	(408,025)	-	-	-	-	-	-	-	-	-	(408,025)
Fund balance appropriation total	\$ (408,025)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (408,025)
<u>Revenue re-appropriations:</u>											
Boca Ciega Drive grant	-	-	-	-	1,500,000	-	-	-	-	-	1,500,000
Gulf Blvd. electrical undergrounding ILA	-	-	-	-	6,801,770	-	-	-	-	-	6,801,770
Pump Station 1 grant	-	-	-	-	-	-	2,000,000	-	-	-	2,000,000
Revenue re-appropriations total	\$ -	\$ -	\$ -	\$ -	\$ 8,301,770	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 10,301,770
<u>Adopted re-appropriations:</u>											
17th Ave. seawall	-	-	-	-	(50,000)	-	-	-	-	-	(50,000)
Boca Ciega Drive	-	-	-	-	(2,000,000)	-	-	-	-	-	(2,000,000)
Bonus pay	-	-	-	-	-	-	-	-	-	(19,000)	(19,000)
Complete Streets visioning study	-	-	-	(65,000)	-	-	-	-	-	-	(65,000)
Corey Ave. pier	-	-	-	-	(200,000)	-	-	-	-	-	(200,000)
Corey Causeway transmission line	-	-	-	-	-	-	-	(169,300)	-	-	(169,300)
Facility security improvements	-	-	-	-	(60,000)	-	-	-	-	-	(60,000)
Fire Station 22	-	-	-	-	(80,000)	-	-	-	-	-	(80,000)
Fire Station 23	-	-	-	-	(50,000)	-	-	-	-	-	(50,000)
Force mains	-	-	-	-	-	-	(100,000)	-	-	-	(100,000)
FS 23 restrooms	(25,000)	-	-	-	-	-	-	-	-	-	(25,000)
Generator power	-	-	-	-	(420,000)	-	-	-	-	-	(420,000)
Gulf Blvd. electrical undergrounding	-	-	-	-	(3,800,000)	-	-	-	-	-	(3,800,000)
Gulf Blvd. Vision Zero safety study	-	-	-	(60,000)	-	-	-	-	-	-	(60,000)
Gulf Winds Drive	-	-	-	-	(770,000)	-	-	-	-	-	(770,000)
I&I program	-	-	-	-	-	-	-	-	-	(901,684)	(901,684)
Pass-a-Grille Way seawall	-	-	-	-	(2,090,000)	-	-	-	-	-	(2,090,000)
Public Works campus improvements	-	-	-	-	(470,000)	-	-	-	-	-	(470,000)
Pump Station 1	-	-	-	-	-	-	(1,500,000)	-	-	(2,000,000)	(3,500,000)
Stormwater improvements	-	-	-	-	-	-	-	-	-	(1,800,000)	(1,800,000)
Sunset Way	-	-	-	-	(100,000)	-	-	-	-	-	(100,000)
Vehicles	(25,000)	-	(75,000)	-	-	-	(65,000)	-	(119,000)	-	(284,000)
Adopted re-appropriations total	\$ (50,000)	\$ -	\$ (75,000)	\$ (125,000)	\$ (10,090,000)	\$ -	\$ (1,665,000)	\$ (169,300)	\$ (119,000)	\$ (4,720,684)	\$ (17,013,984)
<u>Open encumbrances:</u>											
Operating expenditures	(346,015)	(112,888)	-	-	-	-	(96,377)	-	(47,043)	-	(602,323)
Asset management	-	-	-	-	(19,007)	-	-	-	-	-	(19,007)
Asset management	-	-	-	-	-	-	(18,060)	-	-	-	(18,060)
Boca Ciega Drive	-	-	-	-	(18,274)	-	-	-	-	-	(18,274)
Bridge repairs	-	-	-	-	-	-	-	-	-	-	-
Bridge repairs	-	-	-	-	(99,193)	-	-	-	-	-	(99,193)
Corey Ave pier	-	-	-	-	(12,574)	-	-	-	-	-	(12,574)

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	General	Building	Fleet	Multimodal	Capital	Resiliency	Wastewater	Reclaimed	Stormwater	ARPA	Total
Decorative street signage	-	-	-	-	(34,403)	-	-	-	-	-	(34,403)
Dune and beach improvements	-	-	-	-	(11,517)	-	-	-	-	-	(11,517)
Egan Park	-	-	-	-	(92,428)	-	-	-	-	-	(92,428)
Engineering	-	-	-	-	(114,666)	-	-	-	-	-	(114,666)
Fire Station 22	-	-	-	-	(58,710)	-	-	-	-	-	(58,710)
Fishing piers	-	-	-	-	(136,370)	-	-	-	-	-	(136,370)
Generator power	-	-	-	-	(36,853)	-	-	-	-	-	(36,853)
Gulf Blvd undergrounding	-	-	-	-	(2,780,627)	-	-	-	-	-	(2,780,627)
Gulf Winds Drive	-	-	-	-	(65,138)	-	-	-	-	-	(65,138)
Lateral replacement program	-	-	-	-	-	-	-	(36,801)	-	-	(36,801)
Lift station R&R	-	-	-	-	-	-	(25,493)	-	-	-	(25,493)
Misc. seawall improvements	-	-	-	-	(84,998)	-	-	-	-	-	(84,998)
Pass-a-Grille park	-	-	-	-	(43,803)	-	-	-	-	-	(43,803)
Pass-a-Grille Way seawall	-	-	-	-	(15,529)	-	-	-	-	-	(15,529)
Placemaking improvements	-	-	-	-	(2,960)	-	-	-	-	-	(2,960)
Pump replacements	-	-	-	-	-	-	(92,805)	-	-	-	(92,805)
Pump station 1	-	-	-	-	-	-	(230,159)	-	-	-	(230,159)
Sanitary sewer expansion	-	-	-	-	-	-	(24,088)	-	-	-	(24,088)
Sanitary sewer I&I	-	-	-	-	-	-	(43,968)	-	-	-	(43,968)
Software	-	-	-	-	(249,733)	-	-	-	-	-	(249,733)
Stormwater improvements	-	-	-	-	-	-	-	-	(92,549)	-	(92,549)
Street rehabilitation	-	-	-	-	(11,532)	-	-	-	-	-	(11,532)
Streetscape improvements	-	-	-	-	(277,186)	-	-	-	-	-	(277,186)
Sunset Way	-	-	-	-	(2,272)	-	-	-	-	-	(2,272)
Valve repairs	-	-	-	-	-	-	(399,336)	-	-	-	(399,336)
<u>Retained account balances:</u>											
Code enforcement software	(15,000)	-	-	-	-	-	-	-	-	-	(15,000)
Cold patches and shell	(33,000)	-	-	-	-	-	-	-	-	-	(33,000)
Comp plan updates	(42,008)	-	-	-	-	-	-	-	-	-	(42,008)
Corey Ave. pier	-	-	-	-	(22,000)	-	-	-	-	-	(22,000)
Cyber security threats analysis	(10,000)	-	-	-	-	-	-	-	-	-	(10,000)
Dune and beach improvements	-	-	-	-	(49,058)	-	-	-	-	-	(49,058)
Egan Park	-	-	-	-	(24,620)	-	-	-	-	-	(24,620)
EOC transfer switch	(22,000)	-	-	-	-	-	-	-	-	-	(22,000)
Fire Station 22	-	-	-	-	(8,605)	-	-	-	-	-	(8,605)
Fire Station 23	-	-	-	-	(3,488)	-	-	-	-	-	(3,488)
Fishing piers	-	-	-	-	(100,041)	-	-	-	-	-	(100,041)
Force mains	-	-	-	-	-	-	(153,492)	-	-	-	(153,492)
Generator power	-	-	-	-	(9,595)	-	-	-	-	-	(9,595)
Gulf Blvd improvements	-	-	-	(25,000)	-	-	-	-	-	-	(25,000)
Gulf Blvd. undergrounding	-	-	-	-	(81,013)	-	-	-	-	-	(81,013)
Gulf Winds Drive	-	-	-	-	(47,790)	-	-	-	-	-	(47,790)
I&I program	-	-	-	-	-	-	(12,769)	-	-	-	(12,769)
Misc. seawall improvements	-	-	-	-	(5,748)	-	-	-	-	-	(5,748)

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	General	Building	Fleet	Multimodal	Capital	Resiliency	Wastewater	Reclaimed	Stormwater	ARPA	Total
PAG Way streetlights	(76,000)	-	-	-	-	-	-	-	-	-	(76,000)
Pass-a-Grille Way seawall	-	-	-	-	(7,816)	-	-	-	-	-	(7,816)
Placemaking improvements	-	-	-	-	(18,816)	-	-	-	-	-	(18,816)
Property beautification	-	-	-	-	(28,515)	-	-	-	-	-	(28,515)
Public Works campus improvements	-	-	-	-	(5,969)	-	-	-	-	-	(5,969)
Pump station 1	-	-	-	-	-	-	(184,738)	-	-	-	(184,738)
Shell alleys	(72,000)	-	-	-	-	-	-	-	-	-	(72,000)
Sidewalk/ADA improvements	(47,000)	-	-	-	-	-	-	-	-	-	(47,000)
Stormwater improvements	-	-	-	-	-	-	-	-	(56,614)	-	(56,614)
Sunset Way	-	-	-	-	(104,561)	-	-	-	-	-	(104,561)
Tree plantings at medians	(25,000)	-	-	-	-	-	-	-	-	-	(25,000)
Pending re-appropriations total	\$ (688,023)	\$ (112,888)	\$ -	\$ (25,000)	\$ (4,685,408)	\$ -	\$ (1,281,285)	\$ (36,801)	\$ (196,206)	\$ -	\$ (7,025,611)
Adjusted balance	12,903,952	2,247,112	695,000	110,000	526,362	-	480,000	373,899	1,074,794	4,316	18,415,435
Net budgetary gain (loss)	1,603,952	47,112	35,000	40,000	226,362	-	-	33,899	404,794	4,316	2,395,435
Transfers in (out)	(1,139,644)	-	-	-	1,139,644	-	-	-	-	-	-
Available	\$ 464,308	\$ 47,112	\$ 35,000	\$ 40,000	\$ 1,366,006	\$ -	\$ -	\$ 33,899	\$ 404,794	\$ 4,316	\$ 2,395,435
FY23 new requests:											
Revenue:											
Complete Streets visioning study grant	-	-	-	35,000	-	-	-	-	-	-	35,000
FDOT highway landscape grant	-	-	-	-	50,300	-	-	-	-	-	50,300
Vulnerability assessment grant	-	-	-	-	-	64,000	-	-	-	-	64,000
FY23 additional revenue total	\$ -	\$ -	\$ -	\$ 35,000	\$ 50,300	\$ 64,000	\$ -	\$ -	\$ -	\$ -	\$ 149,300
Expenditures:											
Health insurance program	(100,000)	-	-	-	-	-	-	-	-	-	(100,000)
Boca Ciega/Gulf Winds Drive	-	-	-	-	(1,300,000)	-	-	-	-	-	(1,300,000)
Contingency	-	(47,112)	-	-	(66,006)	-	-	-	-	(4,316)	(117,434)
FDOT highway landscape expenditures	-	-	-	-	(50,300)	-	-	-	-	-	(50,300)
Lateral replacement program	-	-	-	-	-	-	-	(33,899)	-	-	(33,899)
Sunset Way	-	-	-	(75,000)	-	-	-	-	-	-	(75,000)
Vehicles	-	-	(35,000)	-	-	-	-	-	-	-	(35,000)
Vulnerability assessment expenditures	-	-	-	-	-	(64,000)	-	-	-	-	(64,000)
FY23 additional expenditures total	\$ (100,000)	\$ (47,112)	\$ (35,000)	\$ (75,000)	\$ (1,416,306)	\$ (64,000)	\$ -	\$ (33,899)	\$ -	\$ (4,316)	\$ (1,775,633)
Net to (from) fund balance	\$ 364,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,794	\$ -	\$ 769,102
FY23 revised expenditures (net of transfers)	\$ 22,655,548	\$ 1,991,530	\$ 273,650	\$ 685,000	\$ 22,224,160	\$ 414,000	\$ 10,350,909	\$ 1,894,430	\$ 1,802,782	\$ 4,725,000	\$ 67,017,009
FY23 estimated ending fund balance	\$ 8,891,975	\$ 2,692,270	\$ 873,771	\$ 31,400	\$ 279,454	\$ 566,500	\$ 1,272,056	\$ 1,719,570	\$ 3,872,124	\$ -	\$ 20,199,120
FY23 revised ending fund balance	\$ 9,670,000	\$ 2,700,000	\$ 870,000	\$ 30,000	\$ 280,000	\$ 566,500	\$ 1,270,000	\$ 1,720,000	\$ 4,281,000	\$ -	\$ 21,387,500
Ending fund balance / operating expenditures	42.7%	135.6%	N/A	N/A	N/A	N/A	12.3%	90.8%	237.5%	N/A	N/A