



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, February 13, 2024
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, 2024 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. City Commission Meeting Minutes: January 9, 2024, January 10, 2024, and January 23, 2024, Executive Session and 6:00 p.m. Meeting

b. Pond Maintenance Piggyback Agreement

c. Ratification of Appointment of the Fifth Trustee to the Fire Pension Board

d. Purchase of a F350 Pickup truck for the Facilities Department

4. Action Items -

a. 7th & 8th Avenue Alleyway Redesign

Authorize the expenditure of \$42,990.00 to Halff Associates, Inc.

Action Request: Motion to approve the task order under the continuing engineering services contract with Halff Associates, Inc. for the rehabilitation of the western alley network between 7th & 8th Avenue in the amount of \$42,990.00 and authorize the City Manager to sign the task order.

b. Florida Department of Emergency Management Hazard Mitigation Grant Program: Approval of Grant for the Community Center and Horan Park Seawall Design

Approval of Grant for the Community Center and Horan Park Seawall Design.

Action Request: Motion to enter into an agreement with the Florida Division of Emergency Management for a Hazard Mitigation Grant for the Community Center and Horan Park Seawall design in the amount of \$113,070.90.”

c. Resilient Florida Grant: Approval of Grant for the Community Center and Horan Park Seawall Construction

Approval of Grant for the Community Center and Horan Park Seawall Construction

Action Request: Motion to enter into an agreement with the State of Florida Department of Environmental Protection for a Resilient Florida Program Grant in the amount of \$750,000.00 for the Construction of the Community Center and Horan Park Seawall with a City match in the amount of \$750,000.00 for a total construction project amount of \$1,500,000.00.

5. Items for Discussion -

a. Update on the Pass-A-Grille Alleyway Garbage Pickup

Public Works will provide an update to the City Commission.

b. Review of 2023 Lobbyist Contact Logs

The City Commission will review the lobbyist contact reporting logs for quarters 1 through 4 of the calendar year 2023.

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

7. 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. 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 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 12:00 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 9, 2024
6:00 p.m.

ELECTED / APPOINTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Karen Marriott, Commissioner, District 1
Nick Filtz, Commissioner, District 2
Vacant, District 3
Rich Lorenzen, Commissioner, District 4

STAFF PRESENT:

Andrew Dickman, City Attorney – appeared via Zoom
Wayne Saunders, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney
Jennifer McMahon, Chief Operating Officer
Mike Clarke, Public Works Director
Jim Kilpatrick, Fire Chief

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

1. PRESENTATIONS

a. Recognition of Colette Graston’s over 30 years of service with the City

The Mayor and Commission recognized and thanked Colette Graston for her service to the City. City Manager Saunders highlighted Ms. Graston’s service with the City since the ‘90s.

2. APPROVAL OF THE AGENDA

Mayor Petrila requested that Consent Agenda items 5.b. through 5.i. be moved to Action Items beginning as 6.c. [consecutively].

Assistant City Attorney McConnell suggested that the verbiage for item 3 be amended to include “possible action” and commented on the intent and the scrivener’s error. Attorney Dickman echoed Attorney McConnell’s comments and reiterated what the intent and direction was at the December 28, 2023, City Commission meeting. Mayor Petrila stated that this could be further discussed when the Commission gets to that item.

Assistant City Attorney McConnell requested to add the selection of a Vice Mayor to the agenda; Mayor Petrila added this to item 6, before the Softball Agreement Action a.

Motion: **Commissioner Marriott moved, Commissioner Filtz seconded, and the motion carried 4-0 to approve the [January 9, 2024, City Commission] Agenda as discussed.**

3. DISCUSSION OF DISTRICT 3 VACANCY

Attorney Dickman recapped what transpired on December 28th during the 7:30 a.m. Special City Commission meeting and the subsequent resignation of Commissioner Ward Friszolowski on December 30th. Betty Rzewnicki registered and qualified with the City Clerk for the March 2024 elections and was the only resident to do so; therefore, she will take office for a two-year term after the March 19th City election.

Commissioner Lorenzen would like there to be consistency and fill this vacancy with the individual [Ms. Rzewnicki] who will be taking office in March. Filling the vacancy with her now will provide continuity going into March.

Commissioner Marriott agreed with Commissioner Lorenzen's statement and thoughts.

James Kearney, resident and one of the interested individuals who submitted a resume, informed the Commission of his residency, and his interest, recognized the benefit of Ms. Rzewnicki taking the seat now as he would not be interested in filling the seat from now until March when she would take over, and his interest in serving on a City advisory board if needed.

J. Lance Sherrill, resident and one of the interested individuals who submitted a resume, spoke of his tenure here in the City, his interest in local government, and his understanding of the benefit of Ms. Rzewnicki being seated for the vacancy.

James Bailey, resident, spoke on safety issues in the City, his perspective on those issues, and asked the Commission to help improve the issues.

City Clerk LaRowe confirmed an email that she sent after the December 28th City Commission meeting to all those who submitted interest in the District 3 Vacancy reminding them of today's meeting; a subsequent email was sent this morning. James Kearney, J. Lance Sherrill, and Betty Rzewnicki were present tonight.

Mayor Petrila expressed his opinions, stating that consistency would mean the Commission interviewing all those interested in filling the vacant seat.

Commissioner Filtz reviewed the list of interested individuals, noting the three withdrawals.

Attorney Dickman mentioned some comments he was receiving regarding this item being a discussion item and not an action item; he informed the Commission that they could put this action/discussion/selection off for another two weeks [to the next regularly scheduled City Commission meeting] and interview everyone and make the item an action on the agenda as opposed to the mistaken word choice of discussion.

The Commission and Mayor discussed the vacancy.

Commissioner Filtz motioned to move the number 3 Discussion of District 3 Vacancy to an action item.

Attorney Dickman stated that if the intent was for this item to be just a discussion, it would have been added under the Discussion Items section on tonight's Agenda.

The motion died.

Motion: Commissioner Marriott moved, Commissioner Lorenzen seconded, and the motion carried 3-1 to appoint Betty Rzewnicki as the interim Commissioner for District 3. Mayor Petrila voted no.

4. AUDIENCE COMMENTS

Resident John Kurzman mentioned the following: an email he sent to the Commission, his thoughts on public meetings, and the Commissioner for District 2.

5. CONSENT

- a. City Commission Meeting Minutes: December 5th, December 12th, December 18th, December 21st, December 26th, December 27th, and December 28th
- b. ~~Ellis Automated Sole Source moved to Action Items~~
- c. ~~Gulf Boulevard Undergrounding Ph 1 Change Order 4, 5, 6, and 7 moved to Action Items~~
- d. ~~Planning Services Agreement moved to Action Items~~
- e. ~~Half Associates Inc. Professional Service Contract Renewal moved to Action Items~~
- f. ~~Hyatt Survey Services, Inc. Professional Service Contract Renewal moved to Action Items~~
- g. ~~George F. Young, Inc. Professional Service Contract Renewal moved to Action Items~~
- h. ~~Kimley-Horn and Associates Inc. Professional Service Contract moved to Action Items~~
- i. ~~Stantec Consulting Services, Inc. Professional Service Contract moved to Action Items~~

Motion: Commissioner Marriott moved, Commissioner Lorenzen seconded, and the motion carried 4-0 to approve the meeting minutes from December 5th, 12th, 18th, 21st, 26th, 27th, and 28th.

6. ACTION ITEMS

Selection of Vice Mayor (added)

Commissioner Marriott opined that Commissioner Lorenzen would make a good vice mayor.

Mayor Petrila asked Commissioner Lorenzen if he would be available on the last Wednesday of every month at 9:00 a.m. to represent the City [at the BIG-C]; Commissioner Lorenzen confirmed.

Motion: Commissioner Filtz moved, Commissioner Marriott seconded, and the motion carried 4-0 to appoint Commissioner Lorenzen as the Vice Mayor.

a. Southwest Little League Agreement

Jennifer McMahon, Chief Operating Officer, discussed the history of the League and the use of the City fields.

Nick Bongiorno, Southwest Little League, is excited to bring the League back to the City. He stated that Southwest Little League never dissolved, he did his research and determined that they can reconvene.

Brandon Owens, Southwest Little League, is interested in having a new Agreement with the City. Attorney McConnell stated that once drafted, the Agreement will come before the Commission.

Mrs. McMahon confirmed that an email was sent to the agent who signed the Madeira Beach Baseball and Softball Boosters Agreement at the City of Madeira Beach and has received no response; they were made aware of the meeting tonight.

Motion: Vice Mayor Lorenzen moved, Commissioner Filtz seconded, and the motion carried 4-0 to authorize the City Manager to terminate the agreement with Madeira Beach Baseball and Softball Boosters, Inc.

b. IAFF 4966 Rank and File Wage Re-Opener Agreement

Adam Poirrier, Deputy Fire Chief, gave a presentation on this Agreement which is made a part of the record. The presentation addressed the timeline, pay plan outline, proposed step plan, other agreed-upon amendments, and other proposed amendments.

Motion: Commissioner Marriott moved, Commissioner Filtz seconded, and the motion carried 4-0 to

execute the International Association of Firefighters (IAFF) Local 4966 Article 24: Pay Plan with an effective date as of October 1, 2023.

c. Ellis Automated Sole Source (as moved from tonight's Consent Agenda)

Mayor Petrila explained that he wanted this item as well as items d through i to be moved from the Consent Agenda so that there could be further discussion and understanding.

Mike Clarke, Public Works Director, explained the need for Ellis Automated and the sole source process. Ellis Automated maintains the City's Supervisory Control and Data Acquisition (SCADA) system that is integrated at each lift and pump station. The notice of intent regarding the sole source is attached to the Agenda.

The pricing of Ellis Automated was discussed with Mr. Clarke stating that the price is hourly fees as necessary.

Attorney McConnell asked that, if the Commission would like to approve this, they approve it contingent on an updated agreement and proposal as approved by the Attorney's Office [for fees].

Motion: Commissioner Marriott moved, Vice Mayor Lorenzen seconded, and the motion carried 4-0 to approve the SCADA system ongoing support services agreement with Ellis Automated Corporation as amended by the City Attorney and authorize the City Attorney to amend the contract as discussed.

d. Gulf Boulevard Undergrounding Ph 1 Change Order 4, 5, 6, and 7 (as moved from tonight's Consent Agenda)

Mr. Clarke reviewed each change order as made a part of the Agenda packet. Duke will begin their role this month; Mr. Clarke has not heard of any changed plans to that schedule.

Motion: Vice Mayor Lorenzen moved, Commissioner Marriott seconded, and the motion carried 4-0 to approve Gulf Boulevard Undergrounding Phase 1 Change Order[s] 4, 5, 6, and 7.

e. Planning Services Agreement (as moved from tonight's Consent Agenda)

Mrs. McMahon stated that this agreement will assist the City with local mitigation, Community Rating system, Certificates of Appropriateness for the Historic Preservation Board, assist in FEMA variance to historically designated properties, and complete historic designations. This contract is not to exceed \$25,000.

Resident John Kurzman commented on the State flood map error that only the floodplain manager can correct; he opined this person might be able to assist with that.

Motion: Commissioner Marriott moved, Commissioner Filtz seconded, and the motion carried 4-0 to approve a Professional Services Agreement with Lynn Rosetti on an as-needed basis.

f. Halff Associates Inc. Professional Service Contract Renewal (as moved from tonight's Consent Agenda)

Attorney McConnell reminded the Commission of Florida Statute 287.055 that governs this [and the other Professional Service Contracts that follow] as they are considered under the Consultant's Competitive Negotiation Act (CCNA).

Mr. Clarke outlined the subcategories of the CCNA and the proposal process that the City underwent. He listed the projects that Halff currently has in the City regarding stormwater and building renovations. He addressed the process with the professional services including the City defining a project, sending a scope of work to the

contractor, and the contractor providing the City with a task order that the City confirms. Mr. Clarke stated that a timeline will be provided in the task order along with a list of the team that will be on the project and their expected hours with rates. He opined that approximately \$600,000 to \$700,000 were spent on projects last fiscal year with Halff.

Motion: Vice Mayor Lorenzen moved, Commissioner Marriott seconded, and the motion carried 4-0 to approve Halff Associates, Inc. Professional Service Contract Renewal.

g. Hyatt Survey Services, Inc. Professional Service Contract Renewal (as moved from tonight's Consent Agenda)

Mr. Clarke stated that Hyatt Survey does surveying for the City. When asked if they would be the ones to assist with surveying if/when in Pass-A-Grille for alleyways, Mr. Clarke stated that he would recommend using George F. Young for that due to their historical data and knowledge. Mr. Clarke estimated that the City spent less than \$100,000 last fiscal year on projects with Hyatt.

Motion: Commissioner Filtz moved, Commissioner Marriott seconded, and the motion carried 4-0 to approve the amendment to the Professional Service Agreement with Hyatt Survey Services, Inc. to extend the agreement for the first one (1) year extension past the original three (3) year term.

h. George F. Young, Inc. Professional Services Contract Renewal (as moved from tonight's Consent Agenda)

Mr. Clarke explained George F. Young's services and their resources, and that the City spent approximately \$100,000 on projects with them in the last fiscal year.

Motion: Vice Mayor Lorenzen moved, Commissioner Filtz seconded, and the motion carried 4-0 to approve the George F. Young, Inc. Professional Services Contract Renewal.

i. Kimley-Horn and Associates Inc. Professional Services Contract Renewal (as moved from tonight's Consent Agenda)

Mr. Clarke stated that Kimley-Horn and Associates' primary roles in the City recently have been the sanitary sewer system, the Inflow and Infiltration (I&I) program, and road rehabilitation.

Commissioner Marriott stated that she has received some inquiries from her constituents regarding conflict of interest. Attorney McConnell addressed this by stating that there is a conflict-of-interest language in the agreement; the contract template for all CCNA contractors has been modified with a conflict box asking yes or no and explain. Mr. Clarke stated that each task order contains similar language.

Attorney Dickman stated that he had extensive conversations with Kimley-Horn last year regarding conflict of interest and the appearance of a conflict of interest.

Regarding projects with Kimley-Horn, Mr. Clarke displayed a map with some detail; this is made a part of the record. Mayor Pettila expressed his discomfort with Kimley-Horn being used for planning services in the City. He would like to see the City not assign any further task orders to them from this point going forward that entail that type of support.

Resident John Kurzman commented on conflicts, contractors, and the projects.

Mr. Clarke estimated that the City spent approximately \$1M with Kimley-Horn on projects last fiscal year.

Motion: Commissioner Marriott moved, Vice Mayor Lorenzen seconded, and the motion carried 3-1 to approve the amendment to the Professional Service Agreement with Kimley-Horn and Associates, Inc. to extend the agreement for a one (1) year extension.

j. Stantec Consulting Services, Inc. Professional Service Contract Renewal (as moved from tonight's Consent Agenda)

Mr. Clarke stated that Stantec was formally Cardno and is primarily used for marine projects. The City spent approximately \$500,000 on projects with Stantec in the last fiscal year.

He stated that Stantec was assigned the Don CeSar boat ramp feasibility study that has been completed. Mr. Clarke and City Manager Saunders are reviewing it and would like to bring it to a City Commission workshop soon.

Motion: Commissioner Marriott moved, Commissioner Filtz seconded, and the motion carried 4-0 to approve the amendment to the Professional Service Agreement with Stantec Consulting Services, Inc. to extend the agreement for a one (1) year extension.

7. RESOLUTIONS

a. Resolution 2023-26: Special Election and Qualifying Period

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA ESTABLISHING THE DATE FOR THE 2024 SPECIAL MUNICIPAL ELECTION AND THE QUALIFICATION PERIOD FOR THE COMMISSIONER FOR DISTRICT 2 AND DISTRICT 4.

City Clerk LaRowe informed the Commission that she drafted this Resolution to mirror the resolution she created, with the help of the City Attorney's Office, for the special election in 2021. There is one week for qualifications, in May, which is consistent with a one-week qualification that was conducted in 2021. She reminded the Commission of the Supervisor of Elections schedule that was made a part of the December 18, 2023, City Commission Agenda with the option of the City holding an election in August or November; this Resolution will allow the City to participate in the August 20, 2024, election with the Supervisor of Elections. Once adopted, Mrs. LaRowe will update the City's website accordingly and proceed with the next steps for qualifications.

Attorney Dickman touched on the conversations that Legal has had with the Supervisor of Elections.

Motion: Vice Mayor Lorenzen moved, Commissioner Marriott seconded, and the motion carried 4-0 to approve this Resolution 2023-26.

8. ITEMS FOR DISCUSSION

a. Floodplain Ordinance Community Meeting

City Manager Saunders stated that this item was added to the Agenda to seek clarification from the Commission on what type of meeting they want to have with Mike Twitty (Pinellas County Property Appraiser) and the residents.

Mayor Petrila stated that the intent is to create a space where the community can come and ask their questions and get an understanding of the amendment, what it means, etc. The Commissioners agreed with Commissioner Filtz requesting at least 3 hours.

City Clerk LaRowe will send out a meeting Doodle Poll to the Commission with various dates and City Manager

Saunders will work with Mr. Twitty on his attendance.

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

Amber LaRowe, City Clerk – mentioned that normally when the City Commissioners change, the Clerk’s Office adds the appointment of advisory board members to the following agenda for discussion and the Commissioners alert the Clerk’s Office of any changes to those boards. She opined that it would probably be best, for now, to leave that alone until after the March election; however, any elected official can make a change to their appointees on any board/committee at any time. On the next agenda, she will include appointments of the elected officials to outside agencies/boards.

Attorney Dickman, City Attorney – updated the Commission on Merry Pier and the pilings/moorings that were moved. There was a dispute about why and how; the Attorney’s Office initiated the Chapter 558 process (notice of claim).

Attorney Dickman announced the attorney representing the applicant for the Sirata Conditional Use Permit submitted a letter requesting a continuance of tomorrow’s, January 10th public hearing scheduled at 4:00 p.m. The City Attorney is recommending the Commission agree to the continuance.

Mr. Dickman briefly mentioned the lawsuit filed by Attorney Jane Graham against the City regarding the filling of the Commission vacancies. He requested an Executive Session on January 23, 2024, at 4:30 p.m. to discuss litigation strategy and expenditures or a possible settlement if that can be done. He then gave a history and timeline of what transpired regarding the resignations, stating that he only found out mere hours before the December 12, 2023, City Commission meeting. He expressed the importance of accurate information being distributed and will be setting up office hours at City Hall during different days and hours to meet with the public if they’re interested.

Vice Mayor Lorenzen – thanked the Mayor for his patience tonight with the new Commissioners and expressed appreciation to the other Commissioner and the Attorney.

Commissioner Filtz – announced that the District 2 Town Hall will be held on January 25, 2024, at 5:30 p.m. in the City Hall Commission Chambers. He will make himself available to the public as needed and can be reached via email or phone as provided on the City’s website.

Commissioner Marriott – echoed the same appreciation for the Mayor’s patience this evening as the new Commissioners navigated the meeting. She asked residents to reach out to her and share their needs, questions, comments, etc.

Mayor Petrila – reminded the public of his commitment to serve the City as he stated he would when he campaigned for Mayor and was elected. He will continue to uphold the oath he took when elected and sworn in to serve as Mayor.

Mayor Petrila adjourned the meeting at 8:51 p.m.

MINUTES APPROVED:

GINNY KEETER-BODKIN
DEPUTY CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
Special City Commission Meeting
January 10, 2024
4:00 p.m.

ELECTED/APPOINTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Rich Lorenzen, Vice Mayor, Commissioner, District 4
Karen Marriott, Commissioner, District 1
Nick Filtz, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3

STAFF PRESENT:

Andrew Dickman, City Attorney – present via Zoom
Wayne Saunders, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney

Mayor Petrila called the meeting to order at 4:00 p.m., followed by the Pledge of Allegiance.

1. APPROVAL OF THE AGENDA

Attorney Dickman explained the process that led to the Special City Commission meeting being scheduled today from the meeting held on December 5, 2023. The Applicant's Attorney, Elise Batsel, submitted a request for continuance on Conditional Use Permit #23053 and Attorney Dickman opined that is probably the best course of action at this time. He stated that [Resolution 2023-21] would need to be readvertised; City Clerk LaRowe stated that the Resolution would need to be advertised at least 10 days in the Tampa Bay Times before the hearing. Attorney Dickman opined it is best to readvertise and for the entire process to start over again with staff presentation, applicant presentation, and public comment.

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the January 10, 2024, City Commission agenda.

Attorney Elise Batsel, representing the Applicant, requested the Commission reschedule [Conditional Use Permit #23053] as soon as possible.

Mrs. LaRowe stated that the soonest an advertisement could be in the paper would be January 24, 2024, and the hearing could be scheduled 10 days from that date.

2. AUDIENCE COMMENTS

Pinellas County resident Tom Rask provided comments on the process, the continuation, and the Attorney's recommendation.

3. RESOLUTIONS

a. Resolution 2023-21 (Conditional Use Permit #23053): 5300, 5350, 5380, 5390

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, UNDER SECTIONS 35.3.(b)(1) AND 35.4.(b) OF THE LAND DEVELOPMENT CODE, TO ALLOW THE CONSTRUCTION OF A 290 TEMPORARY LODGING UNIT, TEN STORY, 115'-6"-TALL HOTEL WITH ROOFTOP FEATURES NOT TO EXCEED 127'-6" IN TOTAL HEIGHT FROM BASE FLOOD ELEVATION ON THE NORTHERN PORTION OF THE SITE, AND A 130 TEMPORARY LODGING UNIT, EIGHT STORY, 88'-6"-

TALL HOTEL WITH ROOFTOP FEATURES NOT TO EXCEED 100’-6” FROM BASE FLOOD ELEVATION HOTEL ON THE SOUTHERN PORTION OF THE SITE, ALONG WITH ANCILLARY AND ACCESSORY STRUCTURES, AND PERMIT A ROOFTOP DINING AND DRINKING AMENITY THAT INCLUDES THE PLAYING OF OUTDOOR MUSIC, TO PARCEL #06- 32-16-80172-000-0010, WITH ADDRESSES OF 5300, 5350, 5380, AND 5390 GULF BOULEVARD; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER’S ERROR AND AN EFFECTIVE DATE.

Mayor Petrila opened public comment on anyone wishing to speak on the request to continue.

Resident John Kurzman referenced an email he submitted to the Commission regarding the ordinance verbiage of security versus scrutiny.

Attorney Jane Graham, representing Protect St. Pete Beach Advocacy Group, is in favor of the continuance and touched on reasons for that.

Attorney Batsel addressed a few comments as mentioned by Attorney Graham, the Code requirements regarding a community meeting, and the revised documents as submitted by the applicant at the request of the Commission [during the December 5, 2023, City Commission meeting] and from staff.

The Commission discussed possible dates in February.

Motion: Commissioner Marriott moved, Vice Mayor Lorenzen seconded, and the motion carried 5-0 to continue this hearing to Wednesday, February 21st at 4:00 p.m.

City Clerk LaRowe announced her leave from the City beginning February 1st; therefore, because this hearing is starting over, all those who registered to speak, via the online method, will need to sign up to speak; there will be no “holding” in line for the February meeting. She will put information out there so that the public is aware.

Attorney Dickman addressed availability for the January 23, 2024, Executive Session (as mentioned during last night’s City Commission meeting); Mayor Petrila will be letting the City Clerk know by the end of the day tomorrow, [January 11, 2024].

Mayor Petrila adjourned the meeting at 4:41 p.m.

MINUTES APPROVED:

GINNY KEETER-BODKIN
DEPUTY CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission Special Meeting
Executive Session
January 23, 2024
4:30 PM

ELECTED/APPOINTED OFFICIALS PRESENT:

Adrian Petrilu, Mayor
Rich Lorenzen, Vice Mayor, Commissioner, District 4
Karen Marriott, Commissioner, District 1
Nick Filtz, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3

STAFF PRESENT:

Andrew Dickman, City Attorney
Wayne Saunders, City Manager
Amber LaRowe, City Clerk— (left after the close of the public portion and returned upon the reopening)
Matthew McConnell, Assistant City Attorney

Mayor Petrilu called the meeting to order at 4:30 p.m. followed by the Pledge of Allegiance.

Attorney Dickman announced that the meeting today is an Executive Session, closed meeting, according to Section 286.011(8), Florida Statutes, as requested at the last City Commission meeting, to discuss the litigation with Protect St. Pete Beach Advocacy Group, et.al. versus the City of St. Pete Beach., Case No. 24-00004-CI; Sixth Judicial Circuit in and for Pinellas County, Florida.

Attorney Dickman stated that the court reporter will transcribe the meeting today; a copy of this transcription will be available as a public record after the litigation with the case has concluded. The two attorneys present in Chambers today are Samuel Salario, Jr., and Jason Gonzalez; Attorney Alexander Brockmeyer was present via Zoom.

Pinellas County resident Tom Rask provided public comment on the process of the executive session and on public comment.

Mayor Petrilu closed the meeting to the public at 4:37 p.m.

Mayor Petrilu reopened the public portion of the meeting at 5:36 p.m.

Attorney Dickman stated that he is recommending the City Commission ratify the use of the Lawson Law Firm as the defense council in this case and authorize City Administration and/or the City Attorney's Office to pay whatever the monetary balance is that Public Risk Management (PRM) will not cover. The rate for the Law Firm is \$475/hour and PRM is willing to contribute \$210 or \$215/hour with the expectation that the City will be responsible for the difference.

Motion: **Vice Mayor Lorenzen moved, Commissioner Marriott seconded, and the motion carried 5-0 to approve the usage of the Lawson Law Firm for Protect St. Pete Beach Advocacy Group, Case No. 24-00004-CI, and authorize the City to make payments not covered by the insurance.**

Attorney Dickman requested the scheduling of an executive session for the settlement offer that was proposed to the City Commission a few hours ago. He would prefer to hold the meeting on February 6th or February 13th. This executive session may cover a potential settlement with Red, White, and Booze versus St. Pete Beach. The

Commission discussed dates and decided to bring this up at tonight's 6:00 p.m. meeting.

There being no further discussion, Mayor Petrila adjourned the meeting at 5:43 p.m.

MINUTES APPROVED:

GINNY KEETER-BODKIN
DEPUTY CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission Meeting
January 23, 2024
6:00 p.m.

ELECTED / APPOINTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Rich Lorenzen, Vice Mayor, Commissioner, District 4
Karen Marriott, Commissioner, District 1
Nick Filtz, Commissioner, District 2
Betty Rzewnicki, District 3

STAFF PRESENT:

Andrew Dickman, City Attorney
Wayne Saunders, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney
Mike Clarke, Public Works Director

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

1. PRESENTATIONS

a. Employee of the First Quarter

The following individuals were nominated by their peers as Employee of the First Quarter:

- Brandon Berry, Planning
- Vanesa Sanchez, Administrative Services
- Alexa Sawyer, Library
- Ryan Smith, IT

Candyce Galloway, IT Director, made comments regarding Ryan Smith. She highlighted Mr. Smith's attitude, competency, work ethic, and knowledge. She stated that Ryan has been nominated by his peers for a few quarters now and was proud that the Committee chose him for Employee of the First Quarter.

2. APPROVAL OF THE AGENDA

City Manager Wayne Saunders requested the removal of item 5.b., Freebee Contract Amendment and Extension.

Attorney Dickman stated that the applicant has requested that item 7.b. (Conditional Use Permit #23068) be continued; Mr. Dickman asked if the Commission would like to move this item first on the Agenda. This item was moved to after the audience comments section.

Commissioner Rzewnicki would like to add a discussion about attendance for the Commission, time off, dates, and attendance via Zoom; this was added as item 8.b.

Attorney Dickman requested a discussion be added on scheduling an executive session; this was added as item 8.c.

Commissioner Filtz requested a discussion be added with possible action on accommodations for the special City Commission meeting on February 21st; this was added as item 8.d.

Motion: Commissioner Marriott moved, Commissioner Filtz seconded, and the motion carried 5-0 to

approve the [January 23, 2024, City Commission] Agenda as amended.

3. AUDIENCE COMMENTS

Pinellas County Resident Tom Rask commented on the executive session, the executive session from April 26, 2022, notices for both, the minutes from April 26, 2022, and an outline of the Florida Statute that governs executive sessions. A copy of his handout that was provided to the Commission and the Attorney as well as displayed during public comment is made a part of the record.

Resident John Kurzman spoke about the flood ordinance community meeting as discussed at the last meeting and the desire for that to happen; he displayed a slideshow that is made a part of the record.

7.b. Quasi-Judicial Hearing on Resolution 2023-24 (Conditional Use Permit #23069) & Variance #23068: 5090 Gulf Boulevard

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 35.3.(b)(3) OF THE LAND DEVELOPMENT CODE, TO ALLOW THE PERMANENT ESTABLISHMENT OF A SEMI-PERVIOUS COMMERCIAL PARKING LOT AT PARCEL #06-32-16-08118-000-0470, WITH ADDRESS OF 5090 GULF BOULEVARD; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

Attorney Timothy Driscoll, for HATTAK LLC (the applicant), requested that the Commission grant a continuance to March 26, 2024, at 6:00 p.m. He stated that the pending lawsuit on the makeup of the Commission is what is causing the applicants to want to wait to bring this forward to the Commission meeting after the March election [no March election due to Districts 1 and 3 being unopposed]. He is hopeful that by March 26th all issues will be resolved with this pending lawsuit. Attorney Driscoll clarified that there are no current business operations on this parcel and that will continue until the item is heard and hopefully approved. He stated that there are no current citations on the parcel.

When questioned about what makes March different because there is another election in August, Attorney Driscoll opined that after the March election, Districts 1 and 3 will no longer be in question.

There were no public comments.

Motion: Vice Mayor Lorenzen moved, and Commissioner Marriott seconded to approve the continuation of Resolution Conditional Use Permit 23069 and Variance 23068.

Motion: Vice Mayor Lorenzen moved, Commissioner Marriott seconded, and the motion carried 4-1 to amend the motion to include "to March 26, 2024". Commissioner Rzewnicki voted no.

The motion on the floor with the amendment carried 4-1. Commissioner Rzewnicki voted no.

This Resolution for Conditional Use and Variance will be readvertised.

4. CONSENT

No consent items.

5. ACTION ITEMS

a. Appointments to Outside Agencies

Vice Mayor Lorenzen mentioned his review of the prior appointments and volunteered to be the alternate for the Barrier Island Government Council (BIG-C) and the Mayor's Council of Pinellas County (MCPC) and be the primary representative for the Florida League of Cities (FLC).

Commissioner Filtz would like to be the City's representative for the Tampa Bay Regional Planning Council (TBRPC) and the alternate for the Pinellas County Flood Insurance Committee (PCFIC).

Commissioner Rzewnicki would like to be the representative for the PCFIC and the alternate for the FLC and the Suncoast League of Cities (SLC).

Commissioner Marriott would like to be the representative for the SLC and the alternate representative for the TBRPC.

Motion: Commissioner Filtz moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the board appointments as discussed.

b. ~~Correction: Freebee Contract Amendment and Extension~~

This item was removed.

6. ORDINANCES

No ordinances.

7. RESOLUTIONS

a. Resolution 2023-23: Public Records Policy

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, FINDING THE NECESSITY TO ADOPT A POLICY AND FEE SCHEDULE CONCERNING PUBLIC RECORDS REQUESTS CONSISTENT WITH FLORIDA STATUTES CHAPTER 119; PROVIDING FOR DEFINITIONS OF APPLICABLE PUBLIC RECORDS; PROVIDING FOR A BASIC FEE SCHEDULE FOR PRODUCTION OF COPIES; PROVIDING FOR A REASONABLE SPECIAL SERVICE CHARGE, WHEN APPLICABLE; PROVIDING FOR SEVERABILITY, CONFLICT, CORRECTION OF SCRIVENER'S ERROR; AND AN EFFECTIVE DATE.

City Clerk LaRowe stated that this is a formal way to adopt what is Law and there are no significant changes to current practice and this policy. She stated that some changes between this Resolution and the prior Public Records Policy Resolution include the reduction in the charge for USB and CD options, staff time [extensive/special service charge] for employee time that is over 30 minutes, the outline of the use of the JustFOIA public records platform, and this Policy focuses solely on public records whereas the prior mixed records management with public records requests.

Resident John Kurzman complemented the public records policy and the JustFOIA platform and expressed various opinions on ways to upload public comments and/or public presentation submittals for public meetings.

Pinellas County resident Tom Rask commented on the policy and the State Statute.

Motion: Vice Mayor Lorenzen moved, Commissioner Filtz seconded, and the motion carried 5-0 to approve Resolution 2023-23 Public Records Request Policy.

8. ITEMS FOR DISCUSSION

a. Sovereignty Submerged Lands Easement Renewal Discussion & Possible Action

Mike Clarke, Public Works Director, informed the Commission that this is the submerged lands easement for the shared transmission line on the Corey Causeway. The date in the Renewal has passed, [the City received it after that date]; Mr. Clarke stated that the State is okay with the Mayor signing it and they will clear it [the date] up on their end.

Motion: **Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to accept the Sovereignty Submerged Lands Easement Renewal and authorize the Mayor to sign for submittal to the Florida Department of Environmental Protection.**

b. Commissioner Meeting Attendance added

Commissioner Rzewnicki will not be able to attend the February 13th City Commission meeting due to another engagement. She stated that she has taken a vacation from her primary employer for a week in March and June but no planned out-of-town vacations at this time. She questioned the virtual attendance options and the process for that.

Mrs. LaRowe stated that nothing official has been adopted by the Commission, current practice is that an elected official would announce the inability to attend but request to appear virtually for that meeting; the elected official can vote but does not count for quorum purposes.

Attorney Dickman mentioned a bill that is being considered by the Florida Legislature regarding virtual meetings for municipalities; he will keep watch of that.

Mayor Petrila mentioned a discussion by the prior Commission regarding the June, July, and August City Commission meeting dates. It was mentioned last year that there may be an opportunity to schedule the required two meetings a month in such a way as to accommodate any summer vacations by the elected officials. The City Clerk was asked to put this on as a discussion at the second meeting in February. City Manager Saunders requested the Commission compile a list of unavailability in June through August and share it with the City Clerk.

c. Executive Session Discussion added

Attorney Dickman announced his desire to hold a closed-door Executive Session for St. Pete Beach Advocacy Group, et. al. versus the City of St. Pete Beach; a settlement offer was received. The Executive Session will include the case of Red, White, and Booze versus the City of St. Pete Beach in regard to their Conditional Use Permit.

Availability was discussed. The Commission agreed to hold the Executive Session as mentioned by the City Attorney on February 6, 2024, at 4:00 p.m. [in these Chambers].

d. February 21, 2024 Special City Commission Meeting Location added

City Manager Saunders mentioned that the seating available in City Hall for the public is 122 seats between Chambers and the upstairs. The IT Department received a quote from a company to outfit the Community Center with technology to hold the meeting there for a cost of approximately \$8,000.00. The Community Center would have to cancel at least two days of classes to accommodate the meeting there. Staff reviewed the layout of the Community Center room and with the amount of equipment that would need to go in there along with a portable dais and podium, the seating is approximately 120. He stated that staff can be prepared to make seating available outside pending the weather.

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

Amber LaRowe, City Clerk – mentioned a telecommuting agreement for the Clerk’s Office. She requested the Commission authorize the Mayor to sign the agreement for her and her staff to telecommute for 1-2 days per week as schedule allows. If a longer time is needed, the Commission will be informed. The Commission agreed.

Following that, Attorney Dickman reminded the Commission that he, the City Manager, and the City Clerk all report solely to the City Commission so sometimes to get things approved/accomplished [for their employment needs], it must be done in public. In addition to Mrs. LaRowe’s telecommuting request, he asked the Commission to authorize the Mayor to work with the Clerk as needed. Mrs. LaRowe works late nights on many things and has flex time. To accommodate her time off for the medical and health issues she has, instead of having to raise this every time this comes up for her, he asked the Commission to authorize the Mayor to work with the Clerk [on her flex time] to accommodate this, so she has the appropriate and necessary amount of time. The Commission agreed.

Mayor Petrila asked Mrs. LaRowe about the lobby contact reports as provided to the Commission before the meeting. Mrs. LaRowe explained that each calendar quarter, the individuals listed on the sheet are required to file a quarterly contact log. The report is due on the 10th day of the month after the quarter ends. She sends one reminder with the list of lobbyists and a fillable log and compiles that into a report that is provided to the Commission at the next meeting after the due date.

Mayor Petrila expressed concern for the non-reporting board members and requested that the City Clerk add this to the next Commission meeting as a discussion; Mrs. LaRowe will add all reports for the 2023 calendar year.

Vice Mayor Lorenzen – announced a vacancy on the Planning Board; he is recruiting a replacement for Board Member Pletcher’s recent resignation.

He asked for a discussion item to be added at the next Commission meeting on the Pass-A-Grille alleyway garbage pickup. He also mentioned the dog park at Hurley Park is being remodeled with the addition of grass and irrigation; it should reopen within a week. He complimented the Parks Department for heeding the residents’ complaints about sand overflowing into the streets and coming up with a temporary fix until a more permanent solution is obtained.

Vice Mayor Lorenzen announced that he will be hosting meet and greets at Hurley Park on the first and third Wednesdays of each month, beginning February 7th from 5:00 p.m. to 6:00 p.m. There will be no meet and greet on February 21st.

Commissioner Rzewnicki – announced the annual Don CeSar Neighborhood Association annual meeting on February 13, 2024, at 6:00 p.m.

She mentioned neighborhood meetings, beginning with the Lido Association which has tentatively scheduled theirs on February 15th. She stated that several neighborhoods in her district deal with flooding and have expressed many concerns to her and the impact is having.

Commissioner Rzewnicki complimented the Save the Dunes group and the ways that they want to help the City. They meet on Fridays for about one hour cleaning up the dunes. She asked if staff could publish something on the website to inform residents.

Commissioner Filtz – announced the District 2 Town Hall on January 25, 2024, at 5:30 p.m. in the City Hall Commission Chambers or via Zoom via the link on the agenda [on the website].

He commented on Friday's Fire Department event, Push the Truck; he enjoyed the event.

Commissioner Marriott – announced her appointment to the Beach Stewardship Committee, Brad Panek.

She spoke about the flood concerns in her District and the comments she has received from the residents and that maybe the City would want to create a flood advisory board in the near future.

Mayor Petrila adjourned the meeting at 7:26 p.m.

MINUTES APPROVED:

GINNY KEETER-BODKIN
DEPUTY CITY CLERK

ADRIAN PETRILA
MAYOR

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Issue Considered: Stormwater Drainage Retention Pond Maintenance: Approval of a Piggyback Agreement.

Strategic Objective: Internal Operations

Date: February 13, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: Remson Aquatics, LLC was previously utilized by the City of St. Pete Beach for pond maintenance services through a piggyback contract agreement with Pinellas County. That contract was rebid by Pinellas County and Remson Aquatics was once again selected as the County's pond maintenance vendor.

City staff recommends approval of a piggyback contract to continue to utilize Remson Aquatics. They have provided excellent services in the past.

Under the scope of work for this contract, Remson will perform monthly inspections and maintenance on the City's 11 stormwater detention ponds. Maintenance includes debris and trash removal, herbicide treatments for invasive species, and stormwater outfall pipe and structure inspections. Each round of monthly inspections will cost \$780.00.

Inspections will also include notifications of requirements for muck removal to re-establish pond dimensions, depth and flow characteristics. Costs for muck removal are not included in this approval and will be brought forward utilizing normal purchasing policy and budgeted under Stormwater R&M Other recurring maintenance requirements as needed.

The County agreement term expires on July 13th, 2027, and the City intends to piggyback until this expiration date. The total annual cost for these services will be \$9,360 for a total contract amount of \$32,760.00. not including annual CPI adjustments incorporated into the contract.

Funding: Stormwater - R&M Other (103-5469)
Current Budget Balance: \$66,029.59

Requested Motion: “I move to approve the services agreement with Remson Aquatics, LLC for Wet & Dry Pond Maintenance in the amount of \$32,760.”

Attachment:

1. Piggyback Agreement - Remson Aquatics LLC - Wet and Dry Pond Maintenance and Inspections
2. County Blanket Purchase Agreement
3. Pinellas County Invitation to Quote
4. Map of City Ponds

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

Wet and Dry Pond Maintenance and Inspections

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

WHEREAS, Vendor is currently under contract with Pinellas County, Florida for wet and dry pond maintenance and inspections the “22-0173-Q-SB Wet and Dry Pond Maintenance and Inspections Contract”.

WHEREAS, the City desires to purchase from Vendor the wet and dry pond maintenance and inspection services.

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 22-0173-Q-SB Wet and Dry Pond Maintenance and Inspections 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 22-0173-Q-SB Wet and Dry Pond Maintenance and Inspections 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 22-0173-Q-SB Wet and Dry Pond Maintenance and Inspections 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:

Remson Aquatics, LLC
11207 Remson Lane
Riverview, FL 33579

As to City:

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

With Copy To:

kar@remsonaquatics.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.

[SIGNATURE PAGE TO FOLLOW]

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

Remson Aquatics, LLC:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Keith Remson

By: Wayne Saunders

Its: Manager

Its: Interim City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”
(Vendor’s Original Contract)

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.



**Pinellas County Purchasing Department
Board of County Commissioners
Pinellas County**

400 S Ft Harrison Ave
6th Floor Annex Bldg
Clearwater FL 33756

The Standard Purchase Order Number must appear on all packages, shipping notices, invoices and correspondence

PO Date	12-JUL-2022
Revision Date	03-AUG-2022
Buyer/Phone No	Sharon Beacht 727-464-5255
Sales Tax Exempt No	85-8013287050C-7
Requisitioner	
Director Approval	
Quote/Contact	ITQ Submittal attached Keith Remson

Supplier:

Remson Aquatics LLC
11207 Remson L
Riverview FL 33579
813-671-2857

Ship To:

Various
See Below or See Standard PO
Clearwater, FL 33756
727-464-3311

Invoice To:

Finance Division Accounts Payable
Board of County Commissioners Pinellas County
PO Box 2438
Clearwater, FL 33757
727-464-8389 -
FinanceAccountsPay@MyPinellasClerk.org

Notes:

Revision No. 1 dated 08/03/2022 to remove Lealman Exchange location 5175 45th Street N, St. Petersburg, effective 08/01/2022; BPA total remains \$275,650.00 SB

22-0173-Q-SB Wet and Dry Pond Maintenance and Inspections

County Contact:

Holly Conner
727-453-3218

Notes: .

Supplier No	Payment Terms	Freight Terms	FOB	Ship Via
47988	Net 45	Freight Included	Destination	Best Way
Effective Start Date	Effective End Date	Delivery Date	Amount Agreed	
14-JUL-2022	13-JUL-2027		\$275,650.00	

This Blanket Purchase Agreement (BPA) is not a guaranteed amount. It may be increased or decreased during the contract period internally. Standard Purchase Order(s) will be issued against the BPA as services or goods are needed. The SPO will contain a statement "This PO Line references BPA Number" so you may identify that services should begin. Any other direction to provide goods or services other than a SPO authorized by the Purchasing Department may result in non-payment.

Line	County Item Number / Description	Quantity	UOM	Unit Price	Amount
1	Group A - DAS Facility Operations Detention	27350	Dollar (s)	1.0000	.0000
2	Group B - DAS Facility Operations Mid	6500	Dollar (s)	1.0000	.0000
3	Group C - DAS Facility Operations Central	22150	Dollar (s)	1.0000	.0000
4	Group D - STAR Center	18900	Dollar (s)	1.0000	.0000
5	Group E - Utilities	100750	Dollar (s)	1.0000	.0000
6	Unspecified Services	100000	Dollar (s)	1.0000	.0000
TOTAL					

It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.

Notice: Vendors doing business with Pinellas County are required to show proof of current Pinellas Construction licenses, if applicable

Board of County Commissioners

Pinellas County, Florida

Merry Celeste

(Authorized Signature)

TERMS AND CONDITIONS

ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

ASSIGNMENT/SUBCONTRACTING - The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without prior written consent of the Pinellas County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Pinellas County, within (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the Pinellas County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

CAPTIONS - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be part of the agreement created.

COMPENSATION - Pinellas County shall pay Contractor upon Contractor's completion of, and Pinellas County's acceptance of, the services required herein, as specified. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70.

- **Invoicing** - Invoice(s) must be submitted to the billing address indicated on the face of the Standard Purchase Order. Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by Supplier in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.
- **Name Changes** - The successful contractor is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original purchase order or solicitation.
- **ePayables** - Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase

COMPLIANCE WITH APPLICABLE LAWS - Contractor certifies that all of the products and services to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of this date.

The laws of the State of Florida apply to any and all purchases made. Contractors shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

DISCOUNTS - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for Pinellas County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date or receipt of goods, or the date of approved invoice, whichever is later.

FISCAL NON-FUNDING - In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of then current fiscal period without penalty or expense to the Pinellas County.

GOVERNING LAW - The laws of the State of Florida shall govern this agreement.

INDEMNITY PROVISION - Contractor shall indemnify, pay the costs of defense, including attorney's fees and hold harmless the Pinellas County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said Contractor; or by or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the Pinellas County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

The successful bidder(s) agrees to indemnify the Pinellas County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the Pinellas County.

INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 - The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of the Pinellas County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et seq., and regulations thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the agreement, at the discretion of the Pinellas County.

INQUIRIES - Any inquiries relative to Purchase Order should be directed to the Purchasing Department. Collect telephone calls will not be accepted.

INSPECTION - Goods rejected due to inferior quality or workmanship will be returned to Contractor with charge for transportation both ways, plus labor, loading, packing, etc., and are not to be replaced except upon receipt of written instructions from Pinellas County.

INSURANCE - Pinellas County Risk Management requires a certificate of insurance from Vendors that the Purchasing Department orders goods and services from. The limits shown below are the minimum acceptable limits for General Liability insurance. Purchase orders for goods or services that generate greater risk exposure may require additional insurance limits and / or coverages. **You will be notified by Purchasing Department of any additional requirements that may apply to a specific purchase order type.**

Limits:

Commercial General Liability:

Each Occurrence: \$1,000,000.00

Personal and Advertising Injury: \$1,000,000.00

General Aggregate: \$2,000,000.00

Products and Completed Operations Aggregate: \$2,000,000.00

The Purchasing Department must receive and submit to Risk Management for approval your company's certificate of insurance before goods or services may be ordered.

It is vital that "Pinellas County, a political Subdivision of the State of Florida" be shown as both certificate holder and indicated as additional insured.

If you have any questions regarding the completion of the insurance certificate contact Pinellas County Risk Management at (727) 464-3664.

MATERIAL QUALITY - All materials purchased and delivered against this agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the Pinellas County.

MATERIAL SAFETY DATA - In accordance with OSHA Hazardous Communications Standards, it is the seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

NON-EXCLUSIVE AGREEMENT - Award of this Agreement shall impose no obligation on the Pinellas County to utilize the vendor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. Pinellas County specifically reserves the right to concurrently agree with other companies to provide similar work if it deems such action to be in the Pinellas County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR - The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this agreement and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this agreement. The Contractor shall maintain any and all permits and licenses required to complete this agreement.

PRICES - Prices are F.O.B. destination unless otherwise specified and agreed to by the Pinellas County.

- **DELIVERY/CLAIMS** - Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address (es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

PURCHASE ORDER NUMBER - Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. Pinellas County will not be responsible for goods delivered without a Purchase Order Number.

REMEDIES - Buyer and Seller shall have all remedies afforded by the Uniform Commercial Code and applicable law.

RIGHT TO AUDIT - The Contractor shall retain records relating to this agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, §2-176(j).

SEVERABILITY - If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent Jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

TAX EXEMPTION - The Florida State Sales Tax Exemption Number for Pinellas County is on page one of the purchase order. Federal Excise Tax Exemption Number is available by contacting the Purchasing Department.

TAXES - Payments to Pinellas County are subject to applicable Florida taxes.

TERMINATION - Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

VARIATION IN QUANTITY - Pinellas County assumes no liability for material produced, processed or shipped in excess of the amount specified herein.

WARRANTY - Seller warrants that the goods are merchandisable and as described in Purchase Order.

Vendor Signature

Vendor hereby agrees to the above Standard Purchase Order Terms and Conditions:

Signature: _____

Print Name: _____

Title: _____

Date: _____



Merry Celeste, CPPB
Division Director

Purchasing and Risk Management

To All Firms Interested in Responding to this Solicitation:

It is policy of the Board of County Commissioners that Small Business Enterprise (SBE) firms have the maximum opportunity to participate for all contracts ranging from five thousand (\$5,000) to one hundred thousand dollars (\$100,000).

A **Sheltered Market** has been established providing first opportunity to qualified firms located in Pinellas, Hillsborough, Pasco, and Manatee Counties for all contracts ranging from five thousand (\$5,000) to one hundred thousand dollars (\$100,000).

If your firm is not registered with Pinellas County as an SBE and meets the following criteria:

- Company total sales do not exceed the maximum 3-year average gross revenue of 3 million dollars for businesses providing goods/services or gross revenues not exceeding 8 million for construction service providers
- The number of employees of the company does not exceed the maximum 3-year average of 50 employees

Your firm must register as an SBE through the Pinellas County Department of Economic Development www.pced.org/. Once your firm has been registered and certified as an SBE through Pinellas County Department of Economic Development, a sheltered market award may be made to your firm accordingly.

If you have questions pertaining to your status or seek further explanation/information, you may contact the Pinellas County Department of Economic Development at 727-464-7332.

Sincerely,

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



INVITATION TO QUOTE

*ITQ – FORMAL - **REVISED***

*SUBMITTALS ARE NOT OPENED PUBLICLY AND
ARE ACCEPTED VIA PINELLAS EPRO*

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: **Friday, May 6, 2022**

SOLICITATION NUMBER: **22-0173-Q**

SOLICITATION TITLE: **Wet and Dry Pond Maintenance and Inspections**

DEADLINE FOR WRITTEN QUESTIONS: **Thursday, May 19, 2022 by 3:00 PM Eastern Time**

ALL SUBMITTALS ARE DUE BY: ~~**Tuesday, May 31, 2022 by 3:00 PM Eastern Time**~~

Thursday, June 09, 2022 by 3:00 PM Eastern Time

SOLICITATION CONTACT INFORMATION:

NAME: **Sharon Beacht**

EMAIL: **sbeacht@pinellascounty.org**

SUBMITTALS MAY NOT BE WITHDRAWN FOR 60 DAYS AFTER OPENING DATE.

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:

_____

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

VENDORS MUST COMPLETE THE FOLLOWING

VENDORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A VENDOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, VENDORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

VENDOR NAME: Remson Aquatics LLC (As shown on W-9)
DBA: _____ (If applicable)
MAILING ADDRESS: 11207 REMSON LANE (As shown on W-9)
CITY / STATE / ZIP: RIVERVIEW FL 33577 (As shown on W-9)
VENDOR EMAIL: KAR@REMSONAQVATICS.COM (Primary Company Email Address)
REMIT TO NAME: Keith Remson (As Shown on Vendor Invoice)
FEIN#: 20-4042663 (As shown on W-9)
PAYMENT TERMS: ____% 30 DAYS, NET 45 (PER F.S. 218.73)
DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ —

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

VENDOR CONTACT INFORMATION

CONTACT NAME: Keith Remson
PHONE NUMBER: 813-748-2433
FAX NUMBER: _____
EMAIL ADDRESS: KAR@REMSONAQVATICS.COM

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS SOLICITATION, INCLUDING ALL INSURANCE REQUIREMENTS, AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SOLICITATION FOR THE VENDOR.

AUTHORIZED SIGNATURE: [Signature]
PRINT NAME: Keith Remson
TITLE: Owner / MGR

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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SECTION A - GENERAL CONDITIONS

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF SUBMITTAL

Submittal will be prepared in accordance with the following:

- a. Submittals shall be uploaded on forms furnished, utilizing Pinellas ePro procurement website. Failure to comply could result in the submission being rejected.
- b. If price is factor, unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- c. Alternate submittals will not be considered unless authorized by the solicitation.
- d. Proposed delivery time must be shown and shall include weekends and holidays.
- e. Contractor is advised that exceptions to any terms and conditions contained in this solicitation or the agreement must be stated with specificity in its response to the solicitation as provided herein and in Section A, AGREEMENT. Contractor is deemed to have accepted and to be bound by the solicitation and agreement terms and conditions that contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
- f. Contractors shall thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
- g. contractors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the contractor.
- h. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- b. contractors are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- c. contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

3. ALTERNATES

Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

4. VENDOR SUBMISSION

- a. Submittals shall be uploaded utilizing Pinellas ePro procurement website. Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

SECTION A - GENERAL CONDITIONS

5. REJECTION OF SUBMISSION

- a. The County may reject a submittal if:
 1. The contractor incorrectly states or conceals any material fact in the solicitation.
 2. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
 3. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.
- b. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
- c. The County reserves the right to waive minor informalities or irregularities in any submittal.

6. WITHDRAWAL OF SUBMITTAL

The submittal may be withdrawn prior to the bid opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

7. LATE SUBMISSION OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- b. Modifications in writing received prior to the time set for the submittal will be accepted.

8. PUBLIC REVIEW AT OPENING

Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals shall be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

9. TABULATION INQUIRIES

Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting Pinellas ePro or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

10. AWARD OF CONTRACT

- a. The agreement will be awarded to the lowest responsive, responsible contractor whose submittal, conforming to the solicitation, is most advantageous to Pinellas County, price and other factors considered. For solicitation of Sale of Real or Surplus Property, award will be made to the highest and most advantageous submittal including price and other factors considered.
- b. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the contractor qualifies their submittal by specified limitations. See Rejection of Submission.
- c. If two or more submittals received are for the same total amount or unit price, quality and service being equal, the agreement shall be awarded to one contractor by drawing lots in public. A local contractor is defined as a contractor with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business.
- d. Prices quoted must be free on board (FOB) Pinellas County with all transportation charges prepaid unless otherwise specified in the solicitation.
- e. A written award of acceptance will be furnished to the successful contractor and shall result in a binding agreement without further action by either party.

SECTION A - GENERAL CONDITIONS

11. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE VENDOR

Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) contractor, for any solicitation, such submittals shall be judged non-responsive. Related parties mean contractors or the principles thereof, which have a direct or indirect ownership interest in another contractor for the same solicitation or in which a parent company or the principles thereof of one (1) contractor have a direct or indirect ownership interest in another contractor for the same solicitation.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. contractors shall comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

13. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the agreement.

14. COLLUSION

The contractor, by affixing his signature to this proposal, agrees to the following: "Contractor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

15. CONTRACTOR LICENSE REQUIREMENT

All contractor performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

16. MATERIAL SAFETY DATA SHEETS REQUIREMENTS

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this solicitation, the successful contractor shall provide a Safety Data Sheet (SDS) at the time of each delivery.

17. RIGHT TO AUDIT

Pinellas County reserves the privilege of auditing a contractor's records as such records relate to purchases between Pinellas County and said contractor. Such audit privilege is provided for within the text of the Pinellas County Code §2-187. Records should be maintained for five (5) years from the date of final payment.

18. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES"

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

19. COUNTY INDEMNIFICATION

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees

SECTION A - GENERAL CONDITIONS

incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

20. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

21. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voice/tdd) fax 727-464-4157, not later than seven days prior to the proceeding.

22. "OR EQUAL" DETERMINATION

Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

23. INSURANCE

Notice: The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible submitter may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible submitter.

24. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- a. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- b. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- c. On all quotes over fifty thousand dollars (\$50,000) and informal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- d. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

SECTION A - GENERAL CONDITIONS

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. ASBESTOS MATERIALS

- a. The contractor shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.
- b. The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

26. PAYMENT/INVOICES

Contractor shall submit invoices for payment as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. Seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable

Pinellas County Board of County Commissioners

P.O. Box 2438

Clearwater, FL 33757

Email: FinanceAccountsPay@MyPinellasClerk.org

Each invoice shall include, at a minimum, the contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the contractors also include the information shown in below. The County may dispute any payments invoiced by contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Remit To: Billing address to which you are requesting payment be sent

Invoice Date: Creation date of the invoice

Contractor Information: Company name, mailing address, phone number, contact name and email address as provided on the purchase order

Invoice Number: Company tracking number

Shipping Address: Address where goods and/or services were delivered

Ordering Department: Name of ordering department, including name and phone number of contact person

Purchase order Number: Standard purchase order number

Ship Date: Date the goods/services were sent/provided

Quantity: Quantity of goods or services billed

Description: Description of services or goods delivered

Unit Price: Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

SECTION A - GENERAL CONDITIONS

Invoice Total: Sum of all line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge contractor to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at:
www.pinellascounty.org/purchase.

27. TAXES

- a. The County is exempt from all state and federal sales, use, transportation and excise taxes. The Laws of the State of Florida provide that sales and use taxes are payable by the contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the contractor and be deemed to have been included in the solicitation.
- b. Payments to Pinellas County are subject to applicable Florida taxes.

28. TERMINATION

- a. Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.
- c. In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.
- d. In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

29. CONTRACTOR CAPABILITY/REFERENCES

Prior to agreement award, any contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

30. DELIVERY/CLAIMS

Prices quoted shall be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

31. MATERIAL QUALITY

All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the contractor at no charge to the County.

32. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award

SECTION A - GENERAL CONDITIONS

of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

33. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

The contractor shall perform this agreement. If a contractor intends to subcontract a portion of this work, the contractor must disclose that intent in the solicitation. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the contractor shall provide written notice to the County within thirty (30) business days of contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding an agreement to a contractor, which has disclosed its intent to assign or subcontract in its response to the solicitation, without exception shall constitute approval for purposes of this agreement. The contractor must inform the County in writing within forty-five (45) business days if the contractor's business entity's name changes. The contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the contractor for a business entity name change that the County was not made aware of as reflected herein.

34. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained in this solicitation or the attached agreement it must identify the term and the exception in its response to the solicitation. Failure to do so may lead County to declare any such term non-negotiable. contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

35. NON-EXCLUSIVE CONTRACT

Award of this agreement shall impose no obligation on the County to utilize the contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently agreement with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

36. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractors submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the

SECTION A - GENERAL CONDITIONS

designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.

- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

37. LOBBYING

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

38. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor shall provide such additional requirements as may become necessary.

39. ADD/DELETE LOCATIONS SERVICES

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

SECTION A - GENERAL CONDITIONS

40. INTEGRITY OF SOLICITATION DOCUMENTS

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

41. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. JOINT VENTURES

All contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes).

Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

43. CONFLICT OF INTEREST

- a. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- b. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

44. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE

Payment of invoices for work performed for Pinellas County Board of County Commissioners is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a

SECTION A - GENERAL CONDITIONS

dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- a. Pinellas County shall notify a contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the contractor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the contractor should then resubmit the invoice as a corrected invoice to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- b. Should a dispute result between the contractor and the County about payment of a payment request or an invoice then the contractor should submit their dissatisfaction in writing to the requesting department. Each Requesting Department shall assign a representative who shall act as a dispute manager to resolve the issue at departmental level.
- c. The dispute manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days' after the date on which the payment request or invoice was received by Pinellas County.
- d. The dispute manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the proper authority. Proper authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The dispute manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- e. Pinellas County dispute resolution procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- f. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the contractor's favor the County shall pay interest as of the original date the payment was due.
- g. Pursuant to sections 218.70 et. seq., Florida Statues, an award will be made to cover court costs and reasonable attorney fees, including fees incurred as a result of an appeal to the prevailing party. This provision is applicable if the non-prevailing party held back payment that was the reason for the dispute without any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

45. PUBLIC RECORDS – CONTRACTOR'S DUTY

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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

SECTION A - GENERAL CONDITIONS

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-4485

Email: hconner@pinellascounty.org

46. E-VERIFY

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters 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 unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

47. TRUTH IN NEGOTIATIONS

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

SECTION B – SPECIAL CONDITIONS

SECTION B – SPECIAL CONDITIONS

1. INTENT

In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Wet and Dry Pond Maintenance and Inspections** to be ordered as and when required.

2. QUANTITIES

Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

3. PRICING/PERIOD OF CONTRACT

Unit prices quote of listed items shall be held firm for the duration of the contract. Duration of the contract shall be through delivery and acceptance of all goods/services by County representative.

4. MANDATORY PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

5. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within 10 days of receipt of written demand for performance from the County shall constitute breach of contract.

6. WORKSITE SANITATION

At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.

7. PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR

The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. INSURANCE

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain, and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

- A. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Quote and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this Quote, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- 1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract.
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 5) Provide a waiver of subrogation in favor of the County and other Insurance terms and/or conditions as outlined below.
- 6) Assign all warranties directly to the County; and
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

- 1) Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) Business Automobile or Trucker's/Garage Liability Insurance:** covering owned, hired, and non-owned vehicles. If the Contractor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident \$ 1,000,000

- 4) Pollution Legal/Environmental Legal Liability Insurance:** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence \$ 1,000,000
General Aggregate \$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. No exclusion for accidental dumping or biohazardous waste.

- 5. Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – CONTRACTOR REFERENCES

SECTION D – CONTRACTOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: Remson Aquatics LLC
LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 22 years
BUSINESS ADDRESS: _____
HOW LONG IN PRESENT LOCATION: 22 years
TELEPHONE NUMBER: 813-748-2433
FAX NUMBER: _____
TOTAL NUMBER OF CURRENT EMPLOYEES: 8 FULL TIME _____ PART TIME
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 2

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY: <u>Rizzetta Corp</u>	COMPANY: <u>Access Management</u>
ADDRESS: <u>9428 Camden Field Parkway</u>	ADDRESS: <u>5322 Primrose Lake Cir</u>
TELEPHONE/FAX: <u>813-533-2950 Ext 9475</u>	TELEPHONE/FAX: <u>813-732-5028 Suite</u>
CONTACT: <u>Taylor Nielsen</u>	CONTACT: <u>Cathy Sobrito</u>
CONTACT EMAIL: <u>tnielsen@rizzetta.com</u>	CONTACT EMAIL: <u>csobrito@accessdifference.com</u>
COMPANY EMAIL ADDRESS: <u>Rizzetta.com</u>	COMPANY EMAIL ADDRESS: <u>www.accessdifference.com</u>
3.	4.
COMPANY: <u>Pinellas County Court House</u>	COMPANY: <u>Home River Group</u>
ADDRESS: <u>14250 49th St. N. Clearwater</u>	ADDRESS: <u>12906 Tampa Oaks Blvd. Ste 100</u>
TELEPHONE/FAX: <u>727-464-6154</u>	TELEPHONE/FAX: <u>813-600-5090 Ext 100</u>
CONTACT: <u>Scott Rozell</u>	CONTACT: <u>Patrick Dooley</u>
CONTACT EMAIL: <u>srozell@co.pinellas.fl.us</u>	CONTACT EMAIL: <u>pdooley@homeriver.com</u>
COMPANY EMAIL ADDRESS: <u>pinella.co.org</u>	COMPANY EMAIL ADDRESS: <u>Homeriver/Tampa.com</u>

SECTION E - SPECIFICATIONS

A. BACKGROUND:

Pinellas County (County) requires maintenance and inspection services on wet and dry stormwater ponds within geographical Pinellas County, on an as-needed basis.

Prior to quote submittal, it is the contractor's responsibility to visit the pond locations, in order to understand the nature of the work and the general and local conditions, including, but not restricted to those conditions related to: transportation; disposal; handling and storage of materials; availability of labor, water, electric power and roads; uncertainties of weather, river stages, tides, or similar physical conditions; confirmation and condition of the ground; and the character of equipment and facilities needed to perform the work.

Special considerations will not be made for contractors who do not take into account **all** aspects of the requirements.

B. SCOPE OF WORK:

1. The contractor is responsible for mobilization to begin work at each pond maintenance site, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the maintenance site(s), and for the establishment of safety equipment, first aid supplies, and other facilities as required.
2. The contractor shall refer to and utilize the County's Stormwater Pond Maintenance and Inspection Checklist, included in Section F - Quote Summary as Attachment A in this invitation to quote.
3. Stormwater pond maintenance shall include effective removal and disposal of undesirable vegetative species, as directed by the County's representative, to a level of five percent (5%) or less of total pond vegetation. Maintenance of nuisance species control for stormwater facilities shall be accomplished in a manner consistent with the pond function and, at no time, should vegetation removal compromise the required 35% littoral shelf vegetative coverage.
4. Undesirable species shall mean vegetation, which is not conducive to, or inhibits or prevents, the successful establishment of the desired vegetative community. Species classified as undesirable may include but are not limited to those plants listed in the current Florida Exotic Pest Plant Council's List of Invasive Plant Species.
5. The contractor shall preserve and protect all desirable vegetation not designated for removal. The contractor shall be solely responsible for replanting all desirable vegetation damaged by the careless operation of herbicide equipment or the unauthorized cutting, weed-eating, removal, disposal, or damage to trees and shrubs.
6. The contractor shall perform the maintenance work in a manner that does not block or obstruct water flow into, through, or out of, the pond area as shown on the plans.
7. The contractor shall remove all trash and debris, including felled tree limbs and dead vegetation, from ponds, inflow pipes, outfall control structures and outfall pipes. The contractor is responsible for proper disposal of all trash, debris and vegetation from within the entire maintenance location area during, and at the conclusion of, each maintenance activity.
8. The contractor is solely responsible for any property damage due to the careless operation of the contractor's equipment.
9. Desilting of pipes shall NOT be the responsibility of the contractor. However, if an inspection reveals sediment buildup in any pipe, the contractor shall recommend desilting in the monthly report.
10. HERBICIDAL TREATMENTS
 - a. All WET ponds shall include (1) annual herbicide treatment with Sonar™, or any equivalent aquatic herbicide containing Fluridone as the active ingredient, to eliminate algae, hydrilla, torpedo grass, haara, alligator weed, cattails and primrose willow.
 - b. All WET ponds shall include a monthly herbicide treatment to prevent the growth of algae, hydrilla, torpedo grass, haara, alligator weed, cattails and primrose willow and to prevent growth of same within a twenty-five (25) foot radius of the outfall.

SECTION E - SPECIFICATIONS

C. SPECIAL REQUIREMENTS

11. All maintenance shall be performed in compliance with the Southwest Florida Water Management District (SWFWMD) permit requirements and permitted plans for each pond. Copies of the permits and plans will be provided to the contractor by the County at the pre-commencement meeting.
12. In the event a permit or plan set cannot be provided, or a pond was not permitted, standard accepted business practices and procedures shall be followed.
13. A request to use herbicides shall be provided by the contractor to the County representative at the pre-commencement meeting. The request shall include the Material Safety Data Sheets (MSDS), manufacturers' labels, intended location(s) of use, and method(s) of application for each herbicide.
14. All MSDS for chemicals and herbicides used on County property shall be present on site when chemicals are being applied.
15. All chemicals used in the performance of this contract shall be used in strict conformance to manufacturers' instructions, and their use shall not cause adverse impact(s) to the environment or aquatic life.
16. The aquatic herbicides used in the performance of this contract must be registered by the State of Florida, Pinellas County and the United States Environmental Protection Agency (EPA).
17. The contractor shall be responsible for maintaining current knowledge of all applicable local, state and federal rules and regulations which govern the contractor's work. The contractor shall also comply with all applicable governing specifications, regulations, documents, or controlling law of any governmental agency having jurisdiction over any part of the pond maintenance activities.
18. The contractor shall comply with all local, state and federal regulations concerning the application of all herbicides. Spraying shall be done at times when winds are low to avoid any chemical drift, according to manufacturer's recommendations. The contractor shall be responsible for any damage to County property or adjoining public or private property as a result of chemical drift and/or chemical spill. Public notification placard(s) shall be placed at all sites following herbicide applications.
19. A minimum of one (1) member of the contractor's field crew applying chemicals MUST be licensed in accordance with all federal, state and local licensing requirements. This licensed field crew member shall be on-site during any chemical application.
20. The contractor shall provide commercial applicator license(s) from the Florida Department of Agriculture and Consumer Services Pesticide Certification Office (Aquatic Group contact number: 850-617-7870) for all personnel and sub-contractors performing services and/or who are on site during all herbicide applications. Certifications / licenses for the contractor's personnel and sub-contractors shall be included in the quote submittal.
21. The County reserves the right to review the qualifications of any and all subcontractors, and to reject any subcontractor deemed not qualified to perform the services. All subcontractors shall be disclosed on the Quote Summary page of the quote submittal.

D. DELIVERABLES

22. A schedule of the contractor's maintenance location visits will be provided to the County representative upon request.
23. A written service report shall be provided electronically to the County representative for each pond within two (2) days after each monthly maintenance and/or inspection event. The report shall include a description of the date(s), time(s), treatment(s) applied, personnel names providing services, a notated copy of the County's Stormwater Pond Maintenance and Inspection Checklist, and any recommendations for additional work not covered by this contract.
24. Desilting of pipes shall NOT be the responsibility of the contractor. However, if an inspection reveals sediment buildup in any pipe, the contractor shall recommend desilting in the service report.

SECTION E - SPECIFICATIONS

E. BACKGROUND CHECKS

25. Security Requirement / Background Check / Identification Badges

All Contractor employees are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of the project. The Contractor shall be responsible for all costs associated with the background checks. A valid driver's license and Social Security card are required for completing the background check and obtaining a security clearance.

Step One – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.

Step Two – The Contractor shall submit the FDLE Records Check along with a copy of the driver's license, Social Security card, and completed Sheriff's Office Security Clearance Application, for each employee, to the Facility Manager.

The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing or terminating security clearances for Contractor employees.

If a submitted employee is denied for any reason, there is no opportunity to re-apply.

Additional Requirements for the Detention Facility, Young-Rainey STAR Center and Southeast – CJC: The Contractor will submit the Sheriff's Office Fingerprint Card Information to the Facility Manager (CJC - State's Attorney office). The Contractor will schedule through the Facility Manager a time for his employees to be fingerprinted by the Sheriff's Office.

F. GOODWILL

26. Contractor understands and agrees that Pinellas County has substantial investments to create and protect its image, reputation and goodwill in the communities it serves and that such image, reputation and goodwill are significant, highly valuable assets. Accordingly, Contractor, its employees and representatives will exercise due diligence to avoid any injury or interference with Pinellas County's goodwill and will not, through act or omission, injure or negatively interfere with its image, reputation or goodwill with subscribers, potential subscribers, readers, advertisers or other members of the communities it serves. Any such injury or interference is a material breach of this Agreement and grounds for immediate termination without further obligation on the part of Pinellas County to Contractor except amounts owed for previous services rendered.

G. COVID PROTOCOL

27. Contractor agrees to follow the then-current State Department of Health and CDC guidelines concerning COVID. If a Contractor, their employees, consultants, delivery drivers, or representatives becomes sick (symptoms may include fever, cough, and shortness of breath) the Contractor will ensure that said person will not provide services until verification of testing negative for COVID has been conducted.
28. Contractors that experience delays on projects due to COVID-19 should rely on the following best practices to request/claim excusable time extensions and avoid government terminations. Contractors shall provide timely notice and Contractor shall keep performing when possible.

UNSPECIFIED WORK

Unspecified work is defined as services that may be required due to unexpected conditions or events not caused by the Service Provider's actions or inaction. Unspecified work is **not guaranteed** as part of the contract. Unspecified work shall be pre-approved by the Facility Manager and will be paid as part of contract.

SECTION F – QUOTE SUMMARY

SECTION F – QUOTE SUMMARY

See Attachment Titled Section F Bid Submittal and Summary (excel). Pricing **must** be submitted on Section F Bid Submittal and Summary.

QUOTE SUBMITTAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award.

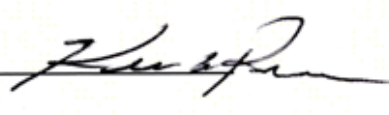
Additional documentation may be requested by the County to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID	SUBMIT PRIOR TO AWARD
✓	Sign the Contractor Acceptance Form	4	✓	
✓	Current Certificate(s) of Insurance	19-21		✓
✓	Complete the Vendor References Form	22	✓	
✓	Section F – Quote Summary *note fill in General Information section in addition to Pricing	Excel Attachment	✓	
✓	ePayables Form	27	✓	
✓	W-9	28	✓	
	Sign the Addenda Acknowledgement Form (if applicable)			

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

Remson Aquatics LLC 

Company Name

ELECTRONIC PAYMENT (EPAYABLES)

ELECTRONIC PAYMENT (EPAYABLES)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes _____ No ☒

For more information about ePayables credit card program please visit Purchasing Department website

www.pinellascounty.org/purchase/

Remson Aquatics LLC
Company Name

Signature

Printed Signature

Phone Number

Email

KAR@REMSONAQUATICS.COM

W-9 REQUEST FOR TAX PAYER ID NUMBER AND CERTIFICATION

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

***Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

SECTION G – ADDENDUM

SECTION G - ADDENDUM

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the Pinellas ePro website, www.ebids.pinellas.gov/bsol, listed under the bid attachments.

SECTION H – STATEMENT OF NO BID

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. 22-0173-Q for Wet and Dry Pond Maintenance and Inspections.

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirement.

_____ Specifications unclear (explain below).

_____ Unable to Meet Insurance Requirements.

_____ Remove Us from Your "Notification List" Altogether

_____ Other (specify below).

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

ATTACHMENT A

**STORMWATER POND MAINTENANCE AND
INSPECTION CHECKLIST**

TASKS FOR ALL PONDS

Task Item by Area	Task Item by Area
Inflow Pipes	Berms, Side Slopes, and Diversion Structures
Check for blockages (include upstream grates)	Check for any significant washouts/erosion - repair
Check for adequate splash pad/erosion protection	
Check/maintain sumps for each pipe	
Note/repair any significant damage affecting function	
Outfall structure	Miscellaneous
Check/clear grates of any blockages	Facility ID signs in place
Check weir(s) are clear/intact/functional	Remove visible trash & debris from water & uplands
Check orifice is clear/functional	Locks oiled
Inspect for any significant washout/erosion - repair	Gates/Fences functional
Check skimmer for damage – repair/adjust	Mowing delineators repaired/replaced
Check for downstream blockages	Fence line cleared of overhanging limbs
	Note any signs of petroleum hydrocarbon contamination

**VEGETATION CONTROL
– ALL PONDS**

Tree Maintenance	Nuisance Species Physically Removed
Vine removal	Chinese tallow
Staking	Carrotwood
Pruning needed	Melaleuca
Nuisance Species Physically Removed	Lead tree
Brazilian Pepper	Chinaberry
Sesbania	Christmas senna
Primrose willow	Tropical soda apple
Australian pine	Lantana
Camphor	Air potato
Castor bean	

DRY PONDS & TREATMENT SWALES

Check for adequate percolation < 72 hrs. (look for dead/dying grass/signs of aquatic veg)	Remove & dispose of thatch
Disc/Rake/Aerate bottom to prevent 'blinding'	
Sumps - Cleanout Level is reached when the sediment level is < 3" below pipe invert	

EFFLUENT FILTRATION PONDS

Inspect filtration system for evidence of damage & short-circuiting (piping/sinkholes) of the filter.	Repair or replace filter component damage
Remove vegetation from filter bed	Check for adequate percolation < 72 hrs. (look for dead/dying grass/signs of aquatic veg).
Rake or replace filter bed material to prevent blinding	

WET DETENTION PONDS

Check for 35% vegetation coverage	
Note nuisance species manually removed from planted/managed littoral zone	Sumps - Cleanout Level is reached when 60% of storage volume is filled

EXHIBIT – POND LOCATIONS

DETENTION FACILITY POND LOCATIONS



EXHIBIT – POND LOCATIONS

LEALMAN EXCHANGE POND LOCATION WITH SQUARE FOOTAGE



EXHIBIT – POND LOCATIONS

PCJC PONDS WITH SQUARE FOOTAGE

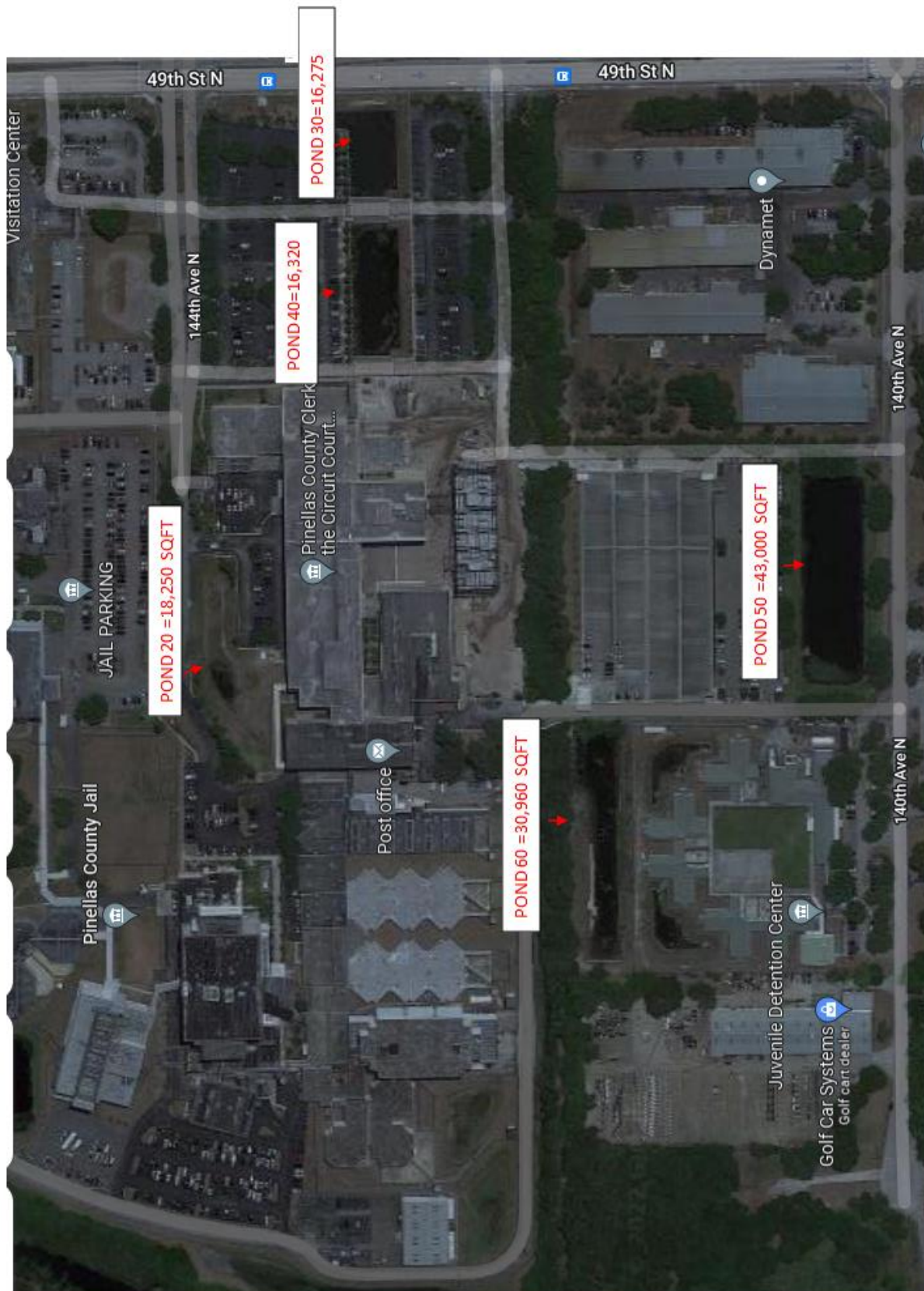


EXHIBIT – POND LOCATIONS

PSC POND LOCATION



EXHIBIT – POND LOCATIONS

YOUNG-RAINEY STAR CENTER POND LOCATION



DUNN POND LOCATION WITH SQUARE FOOTAGE

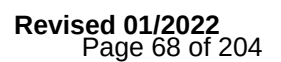


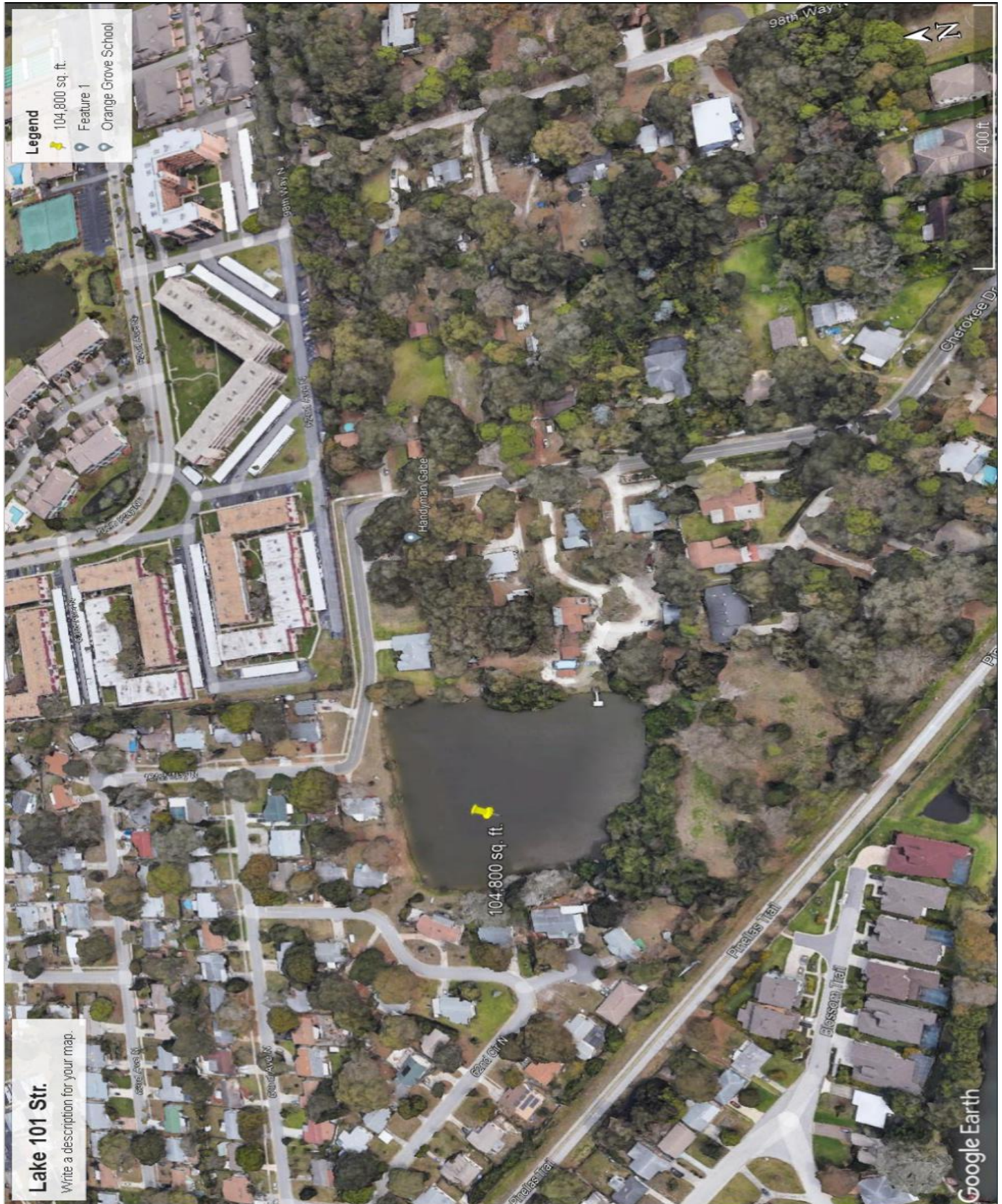
EXHIBIT – POND LOCATIONS

KELLER POND WITH SQUARE FOOTAGE



EXHIBIT – POND LOCATIONS

LAKE 101 STR.WITH SQUARE FOOTAGE



McKAY CREEK POND WITH SQUARE FOOTAGE

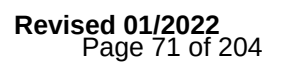


EXHIBIT – POND LOCATIONS

SOUTH CROSS RECLAIM POND



EXHIBIT – POND LOCATIONS

SOUTH MAIN POND

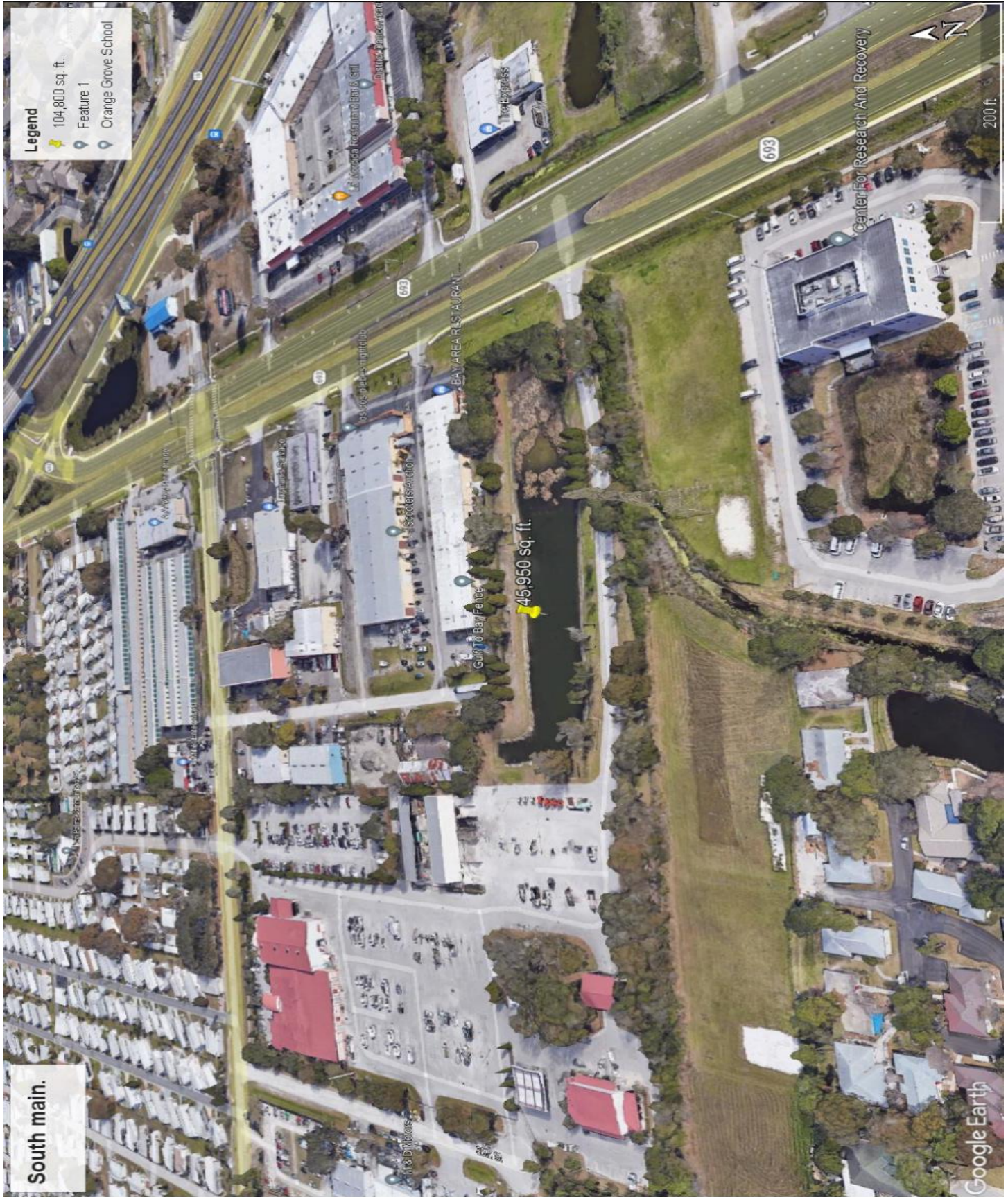


EXHIBIT – POND LOCATIONS

TRINITY POND



Remson Aquatics LLC								
Item No.	Pond Name	Type of Pond	Estimated Surface Area	Maintenance Cycles per Year	Cost per Cycle	Annual Maintenance Total	Annual Herbicide Treatment with Sonar for Wet Ponds	Annual Total
GROUP A- DAS FACILITY OPERATIONS DETENTION								
14400 49TH St N, Clearwater								
1	Pond 1	Wet	23600	12	60.00	\$ 720.00	\$ 60.00	\$ 780.00
2	Pond 2	Wet	13000	12	50.00	\$ 600.00	\$ 30.00	\$ 630.00
3	Pond 3	Wet	38500	12	70.00	\$ 840.00	\$ 80.00	\$ 920.00
4	Pond 4	Wet	12500	12	40.00	\$ 480.00	\$ 20.00	\$ 500.00
5	Pond 5	Dry	22500	12	50.00	\$ 600.00		\$ 600.00
6	Pond 6 (Annex II)	Dry	11000	12	40.00	\$ 480.00		\$ 480.00
7	Pond 7	Wet	12500	12	40.00	\$ 480.00	\$ 40.00	\$ 520.00
8	Sally Port Ditch	Wet	1000 linear ft	12	40.00	\$ 480.00	\$ 40.00	\$ 520.00
9	Annex Bld West	Wet	11000	12	40.00	\$ 480.00	\$ 40.00	\$ 520.00
TOTAL								\$ 5,470.00
GROUP B- DAS FACILITY OPERATIONS MID								
10750 Ulmerton Rd, Largo								
10	Pond 10	Wet	23000	12	60.00	\$ 720.00	\$ 60.00	\$ 780.00
11	Pond 20	Wet	12500	12	40.00	\$ 480.00	\$ 40.00	\$ 520.00
TOTAL								\$ 1,300.00
GROUP C- DAS FACILITY OPERATIONS CENTRAL								
14250 49th St N, Clearwater								
12	Pond 20	Wet	1,825	12	40.00	\$ 480.00	\$ 30.00	\$ 510.00
13	Pond 30	Wet	16,275	12	60.00	\$ 720.00	\$ 40.00	\$ 760.00
14	Pond 40	Wet	16,320	12	60.00	\$ 720.00	\$ 40.00	\$ 760.00
15	Pond 50	Wet	43,000	12	75.00	\$ 900.00	\$ 75.00	\$ 975.00
16	Pond 60	wet	30,960	12	70.00	\$ 840.00	\$ 75.00	\$ 915.00
LEX- 5175 45th St N, St. Petersburg								
17	LEX	Wet	4,590	12	40.00	\$ 480.00	\$ 30.00	\$ 510.00
TOTAL								\$ 4,430.00
GROUP D- STAR CENTER								
7887 Bryan Dairy Rd, Largo								
18	Pond 1 Northwest	Wet		12	90.00	\$ 1,080.00	\$ 80.00	\$ 1,160.00
19	Pond 2 West at Substation	Wet		12	70.00	\$ 840.00	\$ 60.00	\$ 900.00
20	Pond 3 Southwest	Wet		12	60.00	\$ 720.00	\$ 80.00	\$ 800.00
21	Pond 4 South (with concrete barrier)	Wet		12	70.00	\$ 840.00	\$ 80.00	\$ 920.00
TOTAL								\$ 3,780.00
GROUP E- UTILITIES								
Maintenance South- 6730 147th Ave N, Largo								

22	Pond 1	Wet	45,950	12		\$ 870.00	\$ 80.00	\$ 950.00
Dunn Reclamation Facility- 4100 Dunn Dr, Palm Harbor								
23	Pond A	Wet	649,350	12	295.00	\$ 3,540.00	\$ 540.00	\$4,080.00
24	Pond B Reject	Wet	216,435	12	160.00	\$ 1,920.00	\$ 220.00	\$2,140.00
25	Retention pond 1	Wet	2,175	12	40.00	\$ 480.00	\$ 30.00	\$ 510.0
26	Ditch line 1	Wet	7,805	12	60.00	\$ 720.00	\$ 50.00	\$ 770.0
Keller Water Treatment Plant- 3655 Keller Cir, Tarpon Springs								
27	Pond 1	Wet	31,630	12	60.00	\$ 720.00	\$ 60.00	\$ 780.0
28	Pond 2	Wet	16,350	12	40.00	\$ 480.00	\$ 50.00	\$ 530.0
29	Pond 3	Wet	39,500	12	70.00	\$ 840.00	\$ 75.00	\$ 915.0
30	Pond 4	Wet	23,850	12	45.00	\$ 540.00	\$ 50.00	\$ 590.0
31	Pond 5	Wet	1,700	12	40.00	\$ 480.00	\$ 30.00	\$ 510.0
Trinity Site- 3660 Trinity Blvd, Tarpon Springs								
32	Pond 1	Wet	154,690	12	120.83	\$ 1,450.00	\$ 150.00	\$1,600.00
33	Pond 2	Wet	71,908	12	95.00	\$ 1,140.00	\$ 110.00	\$1,250.00
34	Pond 3	Wet	41,890	12	70.00	\$ 840.00	\$ 75.00	\$ 915.0
Lake- 101st Way N & 62nd Ave N, Seminole								
35	Pond 1	Wet	104,800	12	154.16	\$ 1,850.00	\$ 125.00	\$1,975.00
South Cross Reclamation- 7415 54th Ave N, St. Petersburg								
36	Joes Creek	Wet	11,450	12	80.00	\$ 960.00	\$ 40.00	\$1,000.00
37	NE PEC	Dry	4,430	12	40.00	\$ 480.00		\$ 480.0
38	SE PEC	Dry	4,000	12	40.00	\$ 480.00		\$ 480.0
39	NW PEC	Dry	1,050	12	30.00	\$ 360.00		\$ 360.0
McKay Creek Pump Station- 11700 Hamlin Blvd, Largo								
40	West	Wet	11,320	12	60.00	\$ 720.00	\$ 40.00	\$ 760.0
41	E Gate	Wet	6,255	12	40.00	\$ 480.00	\$ 25.00	\$ 505.0
TOTAL								\$20,150.00

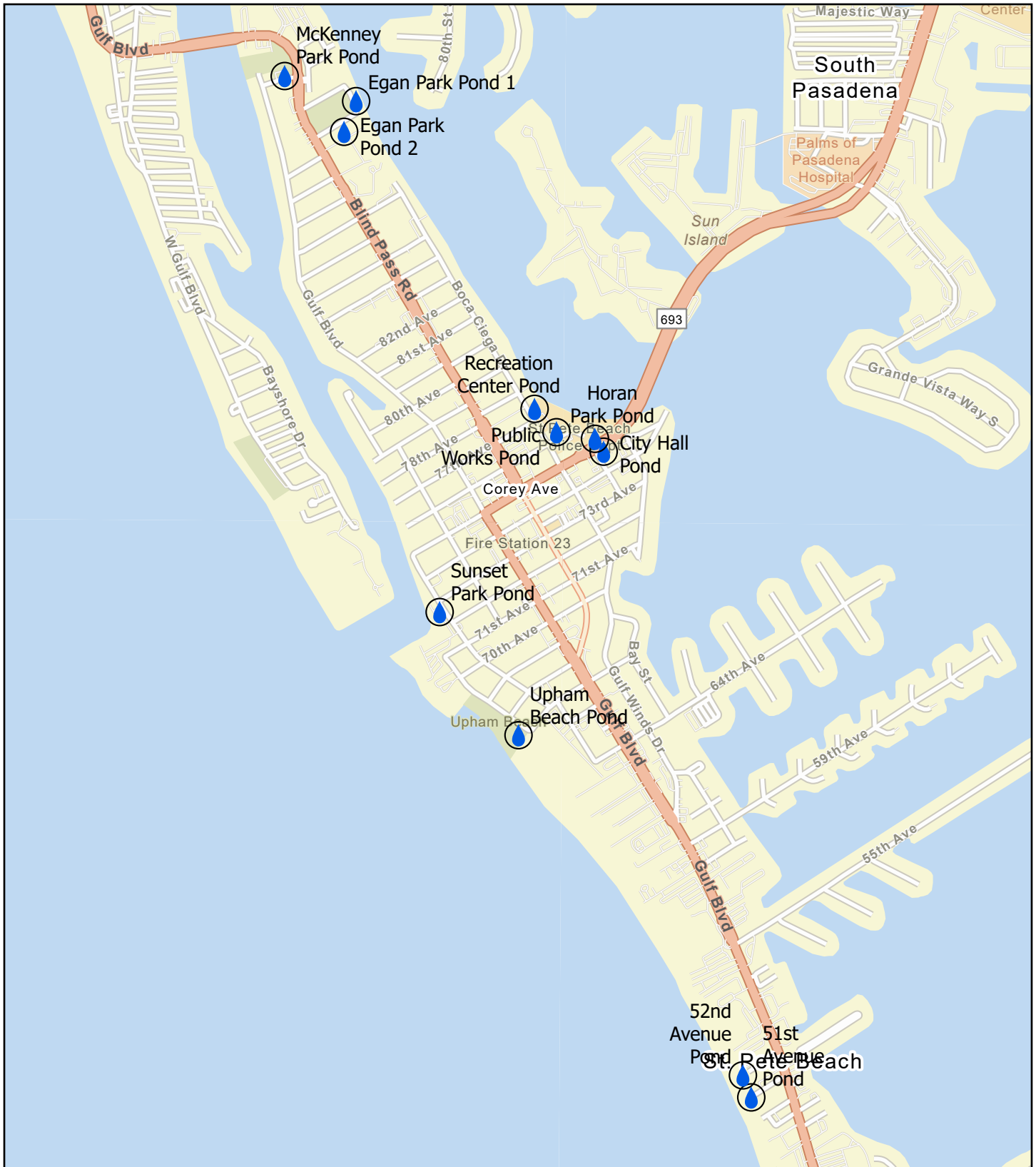
**DEPARTMENT: MULTIPLE DEPARTMENTS
PINELLAS COUNTY, FL**



CONTRACT TITLE: WET AND DRY POND MAINTENANCE AND INSPECTIONS

CONTRACT NO: 22-0173-Q

	VENDOR NAME	
	Annual Total	Contract Total
GROUP A- DAS FACILITY OPERATIONS DETENTION	\$ 5,470.00	\$ 27,350.00
GROUP B- DAS FACILITY OPERATIONS MID	\$ 1,300.00	\$ 6,500.00
GROUP C- DAS FACILITY OPERATIONS CENTRAL	\$ 4,430.00	\$ 22,150.00
GROUP D- STAR CENTER	\$ 3,780.00	\$ 18,900.00
GROUP E- UTILITIES	\$ 20,150.00	\$ 100,750.00
SUBTOTAL		\$ 175,650.00
UNSPECIFIED SERVICES (5 Years)		\$ 100,000.00
CONTRACT TOTAL		\$ 275,650.00

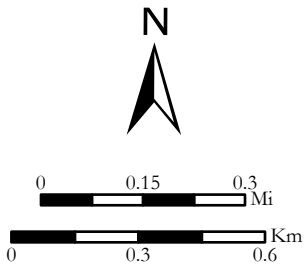


City of St. Pete Beach Ponds

Esri Community Maps Contributors, County of Pinellas, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS

2024

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Action Request: I move to ratify the appointment of Mr. Phil Milner as the fifth trustee to the Fire Pension Board of Trustees.

Strategic Objective: NA

Date: February 13, 2024

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: The term for Phil Milner, fifth trustee of the Fire Pension Board of Trustees, expired. At the January Pension Board meeting, the Board voted unanimously to appoint Phil Milner for a term to end in January 2026.

The Code of Ordinances outlines the fifth trustee appointment as follows: the fifth trustee is chosen by a majority of the other four trustees, and their name is submitted to the City Commission. Upon receipt of the fifth trustee's name, the City Commission shall, as a ministerial duty, appoint such a person to the Board of Trustees as its fifth trustee.

Funding: NA

Attachments: 1. Phil Milner Ratification

From: [Chrissy Stoker](#)
To: [Amber LaRowe](#); [Ginny Bodkin](#)
Subject: RE: Official List Update Request
Date: Monday, January 22, 2024 2:15:04 PM
Attachments: [image007.png](#)
[image008.png](#)

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

Hi Amber,

According to my records, Phil's term expired 10/15/2023. I would have brought this to you last quarter but the fire board did not have enough trustees present at the 4th quarter meeting to reselect him at that time so the attorney said his term would just carry over until he could be reselected. I would think that his new term would begin either on the date he was reselected by the pension board or the date he was confirmed by the Commission, so an updated expiration of January 2026. Do you agree?

Chrissy Stoker, *Plan Administrator*

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

Fort Myers Office

13420 Parker Commons Blvd.
Suite 104
Fort Myers, FL 33912

Naperville Office

184 Shuman Blvd.
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Naperville, IL 60563

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From: Amber LaRowe <cityclerk@stpetebeach.org>
Sent: Monday, January 22, 2024 1:46 PM
To: Ginny Bodkin <gbodkin@stpetebeach.org>; Chrissy Stoker <Christine.Stoker@foster-foster.com>
Subject: RE: Official List Update Request

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

Okay, so his term was up May 2023 now it will be May 2025 or January 2026?

From: Ginny Bodkin <gbodkin@stpetebeach.org>
Sent: Monday, January 22, 2024 1:22 PM
To: Chrissy Stoker <Christine.Stoker@foster-foster.com>

Cc: Amber LaRowe <cityclerk@stpetebeach.org>

Subject: RE: Official List Update Request

Thanks very much Chrissy for sending the updates.

I saw a note on Fire BOT re: Phil Milner (below) – so assuming you are ready for us to put on the next Commission agenda – correct?

** Reselected by a majority of trustees at 1/18/24
mtg; needs to go to Commission to ratify*

Thanks, Ginny

Ginny Keeter-Bodkin

Deputy City Clerk

City of St. Pete Beach, Florida

[\(727\) 363-9221](tel:(727)363-9221)

stpetebeach.org

From: Chrissy Stoker <Christine.Stoker@foster-foster.com>

Sent: Friday, January 19, 2024 10:16 AM

To: Ginny Bodkin <gbodkin@stpetebeach.org>; City Clerk Department
<cityclerkdept@stpetebeach.org>

Subject: RE: Official List Update Request

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Good morning,

I confirmed all trustees' emails and street addresses, and they are attached! If you need anything else, please let me know.

Have a nice weekend,
Chrissy

Chrissy Stoker, *Plan Administrator*

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Suite 502
Cape Coral, FL 33904



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Fort Myers, FL 33912

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184 Shuman Blvd.
Suite 305
Naperville, IL 60563

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

Action Request: Purchase of a F350 Pickup truck from Walker Ford in the amount of \$66,582.50 that will be assigned to the Facilities Division.

Strategic Objective: N/A

Date: February 13, 2024

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Wayne Saunders, City Manager

Summary of Issue: The purchase is the addition of an F350 vehicle to the Facilities Division fleet. This vehicle is specially outfitted to function as a mobile “handy man” unit for the division. This strategic enhancement aims to improve the divisions’ ability to serve the city efficiently and effectively by ensuring ready access to all necessary tools and equipment on a day-to-day basis and eliminating the need for multiple trips for supplies. The Facilities vehicle fleet addition was approved for fiscal year 2024 on September 23, 2023.

Funding: Facilities Fleet Fund - 001-6102-519-5641

Requested Motion: “I move to authorize the City Manager to purchase an F350 pickup truck from Walker Ford in the amount of \$66,582.50 that will be assigned to the Facilities Division.”

Attachments:

1. Walker Ford Quote
2. Elder Ford Quote
3. Sheehy Ford Quote



17556 U.S. HIGHWAY 19 NORTH
CLEARWATER, FLORIDA 33764
PHONE (727) 535-3673
FAX (727) 535-3971



Commercial
Vehicle Center

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE

DATE	STOCK#	YEAR	MAKE	MODEL	BODY TYPE	COLOR	MILEAGE	VIN NUMBER
11/8/2023	Q0874	2023	FORD	F-350	8' SERVICE BODY	WHITE	89	1FT8X3BAXPEC28302

PURCHASER CITY OF ST PETE BEACH		DRIVER'S LICENSE NUMBER		DOB
PURCHASER				DOB
E-MAIL jtaylor@stpetebeach.org				
ADDRESS 155 COREY AVENUE		CITY: ST. PETE BEACH	ST: FL	ZIP: 33706
PHONE	BUS.	727-363-9279	SALESPERSON	JIM ANDREWS

TRADE 1		LIEN INFORMATION		DESCRIPTION	
STOCK NO	LIEN TO	FACTORY SUGGESTED RETAIL			
YEAR	ADDRESS	DEALER DISCOUNT		\$	-
MAKE	CITY	PURCHASE PRICE		\$	65,482.00
MODEL	STATE	ZIP		\$	-
BODY TYPE	PHONE:			\$	-
COLOR	ACCT #			\$	-
MILEAGE	AMOUNT	\$ -	PD	ELECTRONIC FILING FEE	\$ 99.00
VIN #	UNTIL	BY	JIM ANDREWS	TOTAL INCLUDING ADDED EQUIPMENT	\$ 65,581.00

TRADE 2		LIEN INFORMATION			LESS TRADE ALLOWANCE		\$ -		
STOCK NO		LIEN TO				TRADE DIFFERENCE		\$ 65,581.00	
YEAR		ADDRESS				WASTE TIRE & LEAD-ACID FEE		\$ 6.50	
MAKE		CITY				This charge is regulated by the State of Florida. It represents costs and profits related to the vehicle being sold and documents related to this sale. Also included are portions of regulated services ie Safegaurds Rule, Privacy Act, PFAC, and any items monitored for compliance.			
MODEL		STATE		ZIP					
BODY TYPE		PHONE:							
COLOR		ACCT #							
MILEAGE		AMOUNT	\$ -	PD		SERVICE, HANDLING FEE		\$ 995.00	
VIN #		UNTIL		BY	JIM ANDREWS	TAXABLE PRICE		\$ 66,582.50	

NEW VEHICLE- The following applies to this NEW Vehicle transaction (including NEW demonstrator vehicles) important Notice- READ CAREFULLY BEFORE SIGNING AS-IS AND WITH ALL FAULTS. The only warranties applying to the vehicle are those offered by the manufacturer or, if applicable, by the manufacturer of the non-factory installed equipment. The dealer expressly disclaims all warranties, wither express or implied, including any implied warranty of merchantability and implied warranty for fitness for a particular purpose and the dealer neither assumes nor authorizes any other person to assume for it liability in connection with the sale of thes vehicle. Buyer shall not be entitled to recover from the dealer an consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any incidental damages

COUNTY SURTAX	\$ -
OTHER STATE SALES TAX	\$ -
	\$ -
TOTAL	\$ 66,582.50
TITLE & REGISTRATION FEE	\$ -
WARRANTY TRUST FUND	\$ -
ESP WARRANTY (INCLUDE SALES TAX)	\$ -
SUB TOTAL	\$ 66,582.50
PLUS TRADE BALANCE DUE	\$ -
TOTAL DUE	\$ 66,582.50

INSURANCE INFORMATION				RECEIPT #	AMOUNT	DATE	INITIALS MGR.
INSURANCE CO.							
POLICY NO.							
AGENT:	PHONE:						
VERIFIED:	TIME	DATE	11/8/2023				

This Commercial Buyers Order is not binding upon WalkerFord Company, Inc. until this Commercial Buyers Order is accepted and signed by a manager of Walker Ford company, Inc. and the purchaser

REBATE ON DELIVERY	\$ -
DEPOSIT	\$ -
CASH ON DELIVERY	\$ -
UNPAID BALANCE	\$ 66,582.50

PURCHASER	PURCHASER
WALKER FORD COMPANY, INC.	
Accepted by: DON DITHMER JR.	DATE: 11/8/2023
Commercial/Fleet Sales Manager	



Date: 12/14/2023
Salesperson: _____
Manager: RYAN GURA

FOR INTERNAL USE ONLY

CUSTOMER	Home Phone :
Address : _____,	Work Phone : _____
E-Mail : _____	Cell Phone : _____

VEHICLE			
Stock # : PEC79052	New / Used : New	VIN : 1FD8X3EN1PEC79052	Mileage: 33
Vehicle : 2023 Ford F-350 Chassis		Color : OXFORD WHITE	
Type : _____		X3E	

Loan Payments		Estimated	
Cash Down	1,000	2,000	3,000
48 Months	1757	1731	1704
54 Months	1605	1581	1557
60 Months	1484	1462	1440
* A.P.R. Subject to equity and credit requirements.			

Market Value Selling Price	66,859.00
Discount	1,199.00
Adjusted Price	65,660.00
Taxable Fees (Estimated)	303.00
Doc Fee	1,199.00
Non Tax Fees	3.50
Balance	67,165.50

Customer Approval: _____ Management Approval: _____
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.


ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2023 F350DRW 4X4 SUPER CHAS
XL 168" WB CHASSIS CAB
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

EXTERIOR
OXFORD WHITE

INTERIOR
MEDIUM DARK SLATE VINYL

PE D85884

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
 - HEADLAMPS - AUTOLAMP (ON/OFF)
 - HEADLAMPS -WIPER ACTIVATED
 - MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS
 - ROOF CLEARANCE LIGHTS
 - TOW HOOKS
 - TRAILER BRAKE CONTROLLER
 - TRAILER SWAY CONTROL
 - TRAILER TOW WIRE HARNESS
 - WIPERS- INTERMITTENT

INTERIOR
 - 4.2" PRODUCTIVITY SCREEN
 - AIR COND, MANUAL FRONT
 - BLACK VINYL FLOOR COVERING
 - OUTSIDE TEMP DISPLAY
 - PARTICULATE AIR FILTER
 - POWER LOCKS AND WINDOWS
 - STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
 - UPFITTER SWITCHES

FUNCTIONAL
 - 4-WHEEL ANTILOCK BRAKE SYS
 - FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
 - HILL START ASSIST
 - JEWEL EFFECT HEADLAMPS
 - REMOTE KEYLESS ENTRY
 - STABILIZER BAR, FRONT/REAR
 - SYNC®4 W/8" SCREEN

SAFETY/SECURITY
 - ADVANCETRAC™ WITH RSC®
 - AIRBAGS - SAFETY CANOPY®
 - BELT-MINDER CHIME
 - DRIVER/PASSENGER AIR BAGS
 - SECURILOCK® ANTI-THEFT SYS
 - SOS POST-CRASH ALERT SYS™

WARRANTY
 - 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST
 - 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
OPTIONAL EQUIPMENT/OTHER		BASE PRICE	\$53,655.00
PREFERRED EQUIPMENT PKG.640A		TOTAL OPTIONS/OTHER	12,250.00
6.7L POWER STROKE V8 DIESEL	9,995.00		
10-SPEED AUTO TORQSHIFT	NO CHARGE		
LT245/75R17E BSW ALL-TERRAIN	165.00		
4.10 RATIO LIMITED SLIP AXLE	395.00		
FRONT LICENSE PLATE BRACKET	NO CHARGE	TOTAL VEHICLE & OPTIONS/OTHER	65,905.00
PLATFORM RUNNING BOARDS	445.00	DESTINATION & DELIVERY	1,995.00
14000# GVWR PACKAGE			
ENGINE BLOCK HEATER	100.00		
50 STATE EMISSIONS	NO CHARGE		
120V/400W OUTLET	175.00		
SNOW PLOW PREP PACKAGE	250.00		
SPARE TIRE AND WHEEL DELETE	- 85.00		
CENTER HIGH MOUNT STOP LAMP	NO CHARGE		
JACK	55.00		
40 GAL AFT OF AXLE FUEL TNK	NO CHARGE		
410 AMP ALTERNATOR	115.00		
DUAL BATTERY	NO CHARGE		
REAR VIEW CAMERA & PREP KIT	415.00		
PRIVACY GLASS			
XL CHROME PACKAGE	225.00		
.BACKGLASS DEFROST			
.POWER SLIDING REAR WINDOW			
.FOG LAMPS			
.BRIGHT GRILLE			
.REMOTE START SYSTEM			

	RAMP ONE		TOTAL MSRP \$67,900.00
	RA03	RAIL	
	RAMP TWO	ITEM #: 27-6599 O/T 59	
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EPA DOT

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**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Issue Considered: 7th & 8th Avenue Alleyway Redesign

Strategic Objective: Resilience

Date: February 13, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The City requested a task order proposal from Halff Associates, Inc. under the existing continuing engineering services contract to design improvements to the western alleyway network between 7th and 8th Avenue.

The specific area for design consists of the western N-S shell alley and the E-W shell alley connecting to Evander's alley. Those sections will remain in shell with the possible inclusion of a concrete section for the placement of commercial garbage dumpsters and enclosures in accordance with City Code. Evander's alley is made of historic brick and will be evaluated for drainage flow corrections. It will remain in historic brick.

Public Works and City Officials have received continuing complaints from residents and businesses in the area for many years. The alley stormwater drainage system is significantly degraded. Surface elevations are not set properly for stormwater flow resulting in ponding which remains for days following rain events. There exists significant vegetation encroachment on the south side of the E-W alley and the SW side of the N-S alley which inhibits access for garbage removal and interferes with stormwater flow.

Drainage improvements will be implemented through a combination of geogrid membrane installation over reconstructed base material, new crushed shell surface, concrete pads and enclosures for dumpsters and ribbon curbing to contain the alley shell and set elevations and boundaries for future reference. Encroaching vegetation will be removed, and the original limits of the alleyway system will be re-established. Other utilities including sanitary sewer

(including private fats-oils-grease disposal sites), potable water, gas, reclaimed water, electrical and communications will be evaluated for improvements necessary to achieve the goals of proper stormwater management, improved sanitary conditions and an improved pedestrian-environment experience.

Abutting property owners on all sides with areas consisting of dilapidated shell/brick/dirt parking with garbage dumpsters and other unsightly uses will be encouraged to improve their lots in partnership with this project.

The cost for this design is \$42,990.00 and is scheduled to be completed in 180 days after the award.

Funding:

CIP - Shell Alleyways (301-0012)
Current Budget Balance: \$197,636.38

Requested Motion:

“I move to approve the task order under the continuing engineering services contract with Halff Associates, Inc. for the rehabilitation of the western alley network between 7th & 8th Avenue in the amount of \$42,990.00 and authorize the City Manager to sign the task order.”

Attachment:

1. Task Order from Halff Associates, Inc.



Exhibit "B"

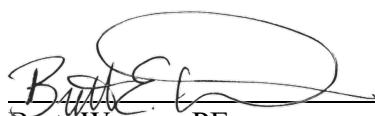
TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	January 24, 2024
<i>Firm Selected for Task</i>	Halff Associates, Inc.
<i>Task (Project) Name</i>	7th & 8th Avenue Alleyway Redesign
<i>Task Description (and other relevant details)</i>	1. Kickoff Meeting and Site Visit 2. Topographic Survey 3. Subsurface Utility Engineering 4. Design Drawings and Specifications a. 30% Plan Submittal b. Final Plan Submittal 5. Utility Coordination 6. SWFWMD Coordination 7. Bid Services and OPCC
<i>Task Budget</i>	\$42,990.00
<i>Conflict of Interest</i>	(N) If yes, describe.
<i>Task Order Completion Date</i>	180 days after NTP

Pursuant to section 13.4 of your contract with the City, your signature below shall attest that no conflict exists between the tasks described herein and any work Halff Associates, Inc. is performing for any private client.

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 Public Works Department at (727) 363-9243.

Acknowledgement of Task Order:

_____ Wayne Saunders Interim City Manager City of St. Pete Beach	_____ Date	 _____ Alistair Brice, PE Team Leader Halff Associates, Inc.	_____ 1/24/24 Date
 _____ Brett Warner, PE Assistant Public Works Director City of St. Pete Beach	_____ 1/30/2024 Date		



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Engineering Services
Task Order #42109.041

Mr. Brett E. Warner, PE
Assistant Public Works Director
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
bwarn@stpetebeach.org

January 24, 2024
42109.041

RE: 7th & 8th Avenue Alleyway Redesign (TO #42109.041)

Site Location

County:	Pinellas County	State:	Florida
Latitude:	27.6877	Longitude:	-82.737436

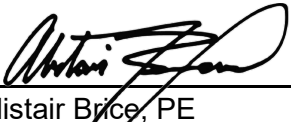
Dear Mr. Warner:

Halff Associates, Inc. (HALFF) is pleased to submit Task Order #42109.041 to provide the City of St. Pete Beach (CLIENT) with professional engineering services to design, coordinate permits and provide bid phase services for the 7th & 8th Avenue Alleyway Redesign project. Services during the construction phase of the project are not included in this Task Order. These services and scope will be in compliance with our Continuing Services Contract for Professional Design Services dated January 12, 2021.

Background and Scope of Services

The purpose of this project is to develop design plans and technical specifications to address deterioration due to drainage and flooding issues in the alleyways between 7th and 8th Avenue. This will be achieved through a combination of crushed shell, geogrid fabric, and ribbon curb. It is expected that removal of existing trees will be necessary in order to establish a more effective traffic circulation pattern. This alley way contains a dumpster route with concrete pads, and abutment to a dirt parking lot behind a restaurant establishment. It is understood that the historical brick paver driveways off of 8th Avenue will not be touched. Our scope of services includes Topographic Survey and SUE investigations in addition to the construction plans. Our work specifically excludes vertical construction, like the retaining walls. The project area limits are shown on Attachment A.

Halff Associates, Inc.

	1/24/24
Alistair Brice, PE	Date
Team Leader	

SCOPE OF SERVICES

TASK 100 KICKOFF MEETING AND SITE VISIT

Attend an onsite field review to note, observe and obtain site-specific information and review the site relative to the existing conditions.

Deliverables:

PDF of summary of meeting minutes.

TASK 200 TOPOGRAPHIC SURVEY

Horizontal control will be relative to the Florida State Plane Coordinate System, North American Datum of 1983, 2011 adjustment based on Trimble Virtual Reference Station Network. Vertical control will be relative to the North American Vertical Datum of 1988 as established using National Geodetic Survey (NGS) control stations.

A topographic survey will be performed to locate the horizontal and vertical spatial relationship of the above-ground man-made or natural features lying within the limits defined in survey exhibit "A", sufficient to establish a one-foot contour digital terrain model. Accessible drainage structures, gravity sewer lines and associated pipes will be located and detailed. A note will be included on the survey for any structures that are not able to be detailed. A minimum of two site benchmarks will be used or established for this project from existing control. Any above-ground features for the existing utilities such as valves, transformers or fire hydrants will be located. All trees having a diameter of 6" or larger will be located with size and type (if known) notated. Individual shrubs or ornamental plants will be located, if the species of the shrub or plant is unknown, it will be noted on the survey. The topographic survey shall be added to a base map and provided in digital format. A certified surveyor's report will be prepared and provided as part of the map of survey. The location of underground utilities that have no visible aboveground components shall be based upon a combination of visual findings in the field, utility locations provided by the subsurface utility engineering (SUE) designates. See survey exhibit "A" for approximate topographic survey limits.

A topographic survey will be conducted on a minimum 50-foot grid with limits extending 20 feet beyond fences and walls and limited up to building walls.

Deliverables:

1. Certified Survey Map
2. Electronic Files (PDF & AutoCAD)

All survey work shall be prepared in accordance with Chapter 5J-17, Florida Administrative Code, the Standards of Practice for land surveying in the State of Florida.

TASK 300 SUBSURFACE UTILITY ENGINEERING

HALFF will perform SUE in accordance with ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”:

Quality Level-A Utility Locating (Vacuum Excavation/Test Holes):

Up to five (5) test holes, shown on Attachment ” will be performed on various utilities at locations specified by the Engineer of Record. HALFF will cut up to a 12” square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

Quality Level-B Utility Designation:

HALFF will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of utilities to include buried communication, electric, natural gas, traffic signal, water, wastewater/sanitary sewer, and storm drain/storm sewer. Designation of irrigation lines and gravity lines are not part of this SUE Scope of Services.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, HALFF cannot guarantee all utilities will be found and marked within the project limits.

TASK 400 DESIGN DRAWINGS AND SPECIFICATIONS

HALFF will prepare the appropriate design drawings for construction of crushed shell and geogrid fabric and associated ribbon curb, on the alleyways between 7th and 8th Avenue, as shown on Attachment A. All technical specifications will be included in the plans through notes. A list of anticipated sheets are as follows.

- a. Cover sheet
- b. General Notes
- c. Existing Conditions Plans
- d. Demolition/ Erosion Control/Tree removal Plans
- e. Paving and Grading Plans
- f. Detail Sheet

Deliverables:

HALFF will provide 30% and Final plans to the City for review. Two weeks are anticipated for City review and comment. Comments from the 30% review will be incorporated in the final submittal. One (1) PDF electronic copy will be provided for each submittal. The final submittal documents will be signed and sealed. The CAD file of the plans will also be provided with the final submittal.

TASK 500 UTILITY COORDINATION

HALFF will submit an 811 ticket and coordinate with private and public utility owners regarding the location of their facilities in the project area, and the relocation of those if necessary. It may be possible that not all utility owners will respond in a timely manner, and HALFF will notify the City of those utility owners. This task does not include design for the relocation of public and private existing utilities.

Deliverables:

PDFs of correspondence.

TASK 600 SWFWMD COORDINATION

This scope is based on the understanding that this project qualifies as exempt and does not require an environmental resource permit. HALFF will submit a set of final drawings to SWFWMD in order to gain verification of exemption. Any other permitting efforts are excluded from the scope of work.

Deliverables:

PDFs of any permit agency correspondence will be provided.

TASK 700 BID SERVICES AND OPCC

HALFF will provide quantities and an opinion of probable construction cost with the final design drawings.

Services during the bid phase of the project include the following:

- Review and Respond to Contractors RFIs
- Assist in Development of Addendums
- Provide Analysis of Bids

Deliverables:

PDF and Excel of the computations will be provided for the OPCC. Bid services deliverables include PDFs of responses to RFIs, meeting minutes, and recommendation of award package.

COMPENSATION

SCHEDULE

Upon receipt of a fully executed copy of this Task Order, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the client is to be regularly and routinely consulted in connection with the performance hereunder.

FEE SCHEDULE

The CLIENT shall pay HALFF the following fees for its services:

PROFESSIONAL SERVICES FEE SUMMARY			
Project Tasks		Lump Sum Fee	Hourly Estimated Fee
Task 100	Kickoff Meeting and Site Visit	\$1,330.00	N/A
Task 200	Topographic Survey	\$10,780.00	N/A
Task 300	Subsurface Utility Engineering	\$4,930.00	N/A
Task 400	Design Drawings and Specifications	\$13,700.00	N/A
Task 500	Utility Coordination	\$4,980.00	N/A
Task 600	SWFWMD Coordination	\$2,100.00	N/A
Task 700	Bid Services and OPCC	\$5,170.00	N/A
TOTAL		\$42,990.00	N/A
TOTAL		\$42,990.00	-
Plus Estimated Tax:		N/A	N/A
GRAND TOTAL:		\$42,990.00	-
Note: Reimbursable expenses are separate and will be charged at 1.1 times the direct cost		Estimated	\$5,000.00

Notes:

1. Permit fees will be paid by the CLIENT.
2. The total lump sum fee will not exceed \$42,990.00 without prior written approval from the City.

ESTIMATE	Supervisory Eng V	PE/PM Eng III	PE/PM Eng II	Grad/Design Eng I	Engineer Intern	PSM	Survey Tech	2 Person Crew
\$	\$285.00	\$185.00	\$145.00	\$120.00	\$80.00	\$160.00	\$80.00	\$170.00
\$1,330.00	0	2	0	2	0	0	0	0
\$10,780.00	0	0	0	0	0	16	22	38
\$4,930.00	0	0	0	0	0	0	0	29
\$13,700.00	4	8	8	80	4	0	0	0
\$4,980.00	2	2	8	24	0	0	0	0
\$2,100.00	0	4	0	10	2	0	0	0
\$5,170.00	0	2	0	40	0	0	0	0
\$42,990.00								

SUPPLEMENTAL SERVICES

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of work, and which are agreed to be performed by HALFF by written addenda to this Agreement shall be considered Supplemental Services for which the CLIENT shall compensate HALFF at an agreed upon lump sum fee or the HALFF current hourly rates for the actual personnel involved in the tasks.

EXCLUSIONS

HALFF's Scope of Services expressly does NOT include the following services or specific tasks under such services which are the obligation of the CLIENT or Owner, as the case may be. If required, excluded services can be provided by HALFF as Additional Services when so authorized in writing by the CLIENT.

ENVIRONMENTAL & ARCHAEOLOGICAL

1. Environmental impact and cultural statements and assessments, jurisdictional waters of the US determination and/or Threatened or Endangered Species Evaluation
2. USACE Coordination and/or preparation of a Preliminary Jurisdictional Determination
3. Environmental testing services of any kind
4. Researching title records for environmental liens or activity and use limitations
5. Preparation, coordination, or attendance for any Environmental Board Approvals or Board of Adjustment meetings
6. Archaeological or Geological assessments

ARCHITECTURAL & STRUCTURAL

7. Any services related to building design or vertical construction elements
8. Structural design of retaining walls (including landscape/decorative) and pond walls
9. Entry or Monument Sign design and permitting
10. LEED services

STORMWATER, FLOODPLAIN AND DRAINAGE

11. Flood studies, conditional (CLOMR) or final FEMA Letter of Map Revision (LOMR)
12. Offsite Drainage Plans
13. Floodplain reclamation studies
14. Hydrogeologic reports
15. Storm Water Conveyance Studies or Design for Offsite conveyance of storm water
16. Low Impact Development (LID) design techniques
17. Dam design (embankment taller than 6 feet) and analyses for probable maximum flood event

SURVEYING

18. Surveying services not included in task 200
19. Construction staking
20. Recording of utility easements or other materials
21. Post-construction Improvement Survey
22. Preparation of franchise utility easement plats, including staking of franchise utilities
23. Acquisition of off-site easements and rights-of-way
24. Platting and/or Lot or tract split
25. Condo exhibits or documentation
26. Preparation or modification of a unified development agreement or other restrictive covenant document
27. Preparation or modification of a license agreement

ZONING AND LANDUSE

- 28. Zoning and Land Use services including but not limited to Zoning/Land-use changes, Conditional-Use, Special-Use, Variance and/or Annexation processes
- 29. Preparation and processing of major variance requests from City Codes

TRAFFIC AND OTHER OFFSITE IMPROVEMENTS

- 30. Offsite infrastructure capacity studies/assessments/analysis/designs
- 31. Offsite roadway design, access, and right-of-way permitting services
- 32. Offsite water and sewer extensions

LANDSCAPE ARCHITECTURE

- 33. Tree mitigation

CONSTRUCTION SERVICES

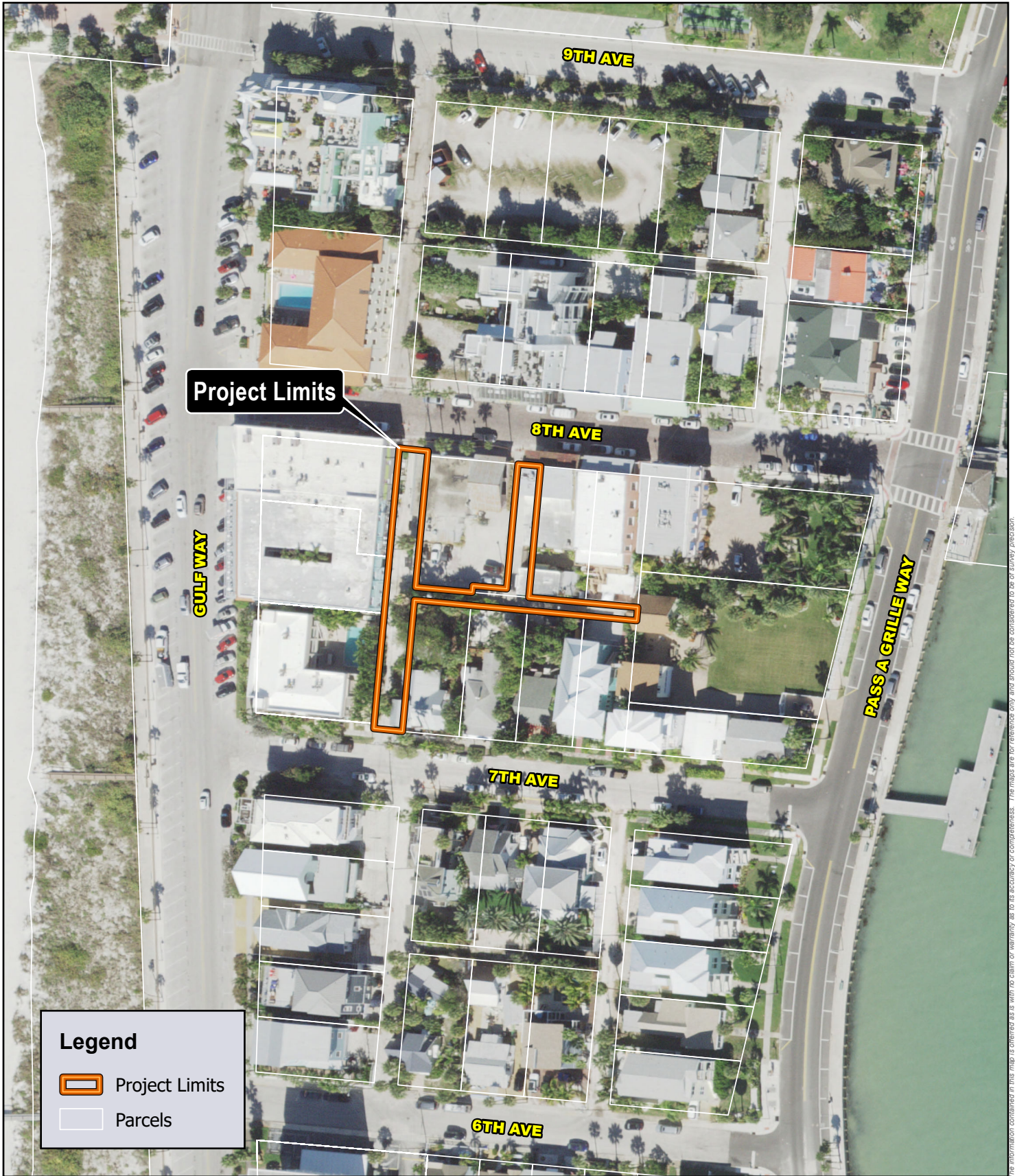
- 34. Oversight, implementation, monitoring, reporting, and implementation of SWPPP measures during construction, including all fees associated there with
- 35. Quality control and construction material testing services
- 36. Additional punch lists and final walks for phased approach to building and site temporary or permanent certificates of occupancy
- 37. Record Drawings or As-Builts for private development work (only public improvements are included in scope)

UTILITY SERVICES

- 38. Design of any facilities within the limits of the building and five (5) feet beyond
- 39. Fire protection system design
- 40. Design or specification of grinder pumps, force mains, or lift stations

GENERAL

- 41. Revisions to the plans requested by the Client after the plans are approved unless necessitated by discrepancy in the plans
- 42. Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
- 43. Formal feasibility study
- 44. Federal and state regulatory agency file reviews that require more than 20 days to obtain files
- 45. Management and oversight of CLIENT's other team members
- 46. Out of town travel expenses and professional fees



The information contained in this map is offered as is with no claim of warranty as to its accuracy or completeness. The maps are for reference only and should not be considered to be of survey precision.



1000 N. Ashley Drive
Suite 900
Tampa, Florida 33602
813-620-4500

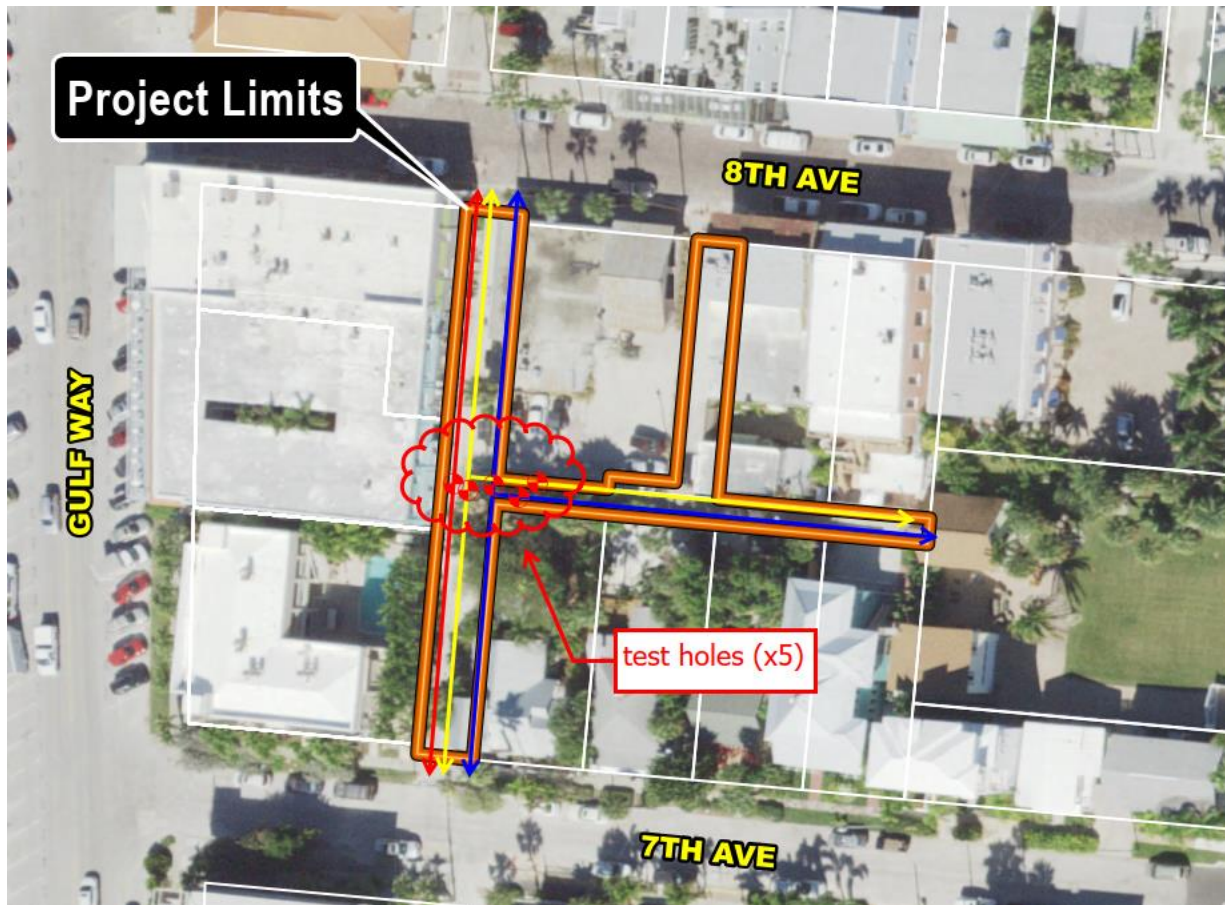


0 50 100
SCALE IN FEET

Attachment A Location Map

7th & 8th Avenue Alley
Reconstruction Design

ATTACHMENT B



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Issue Considered: Florida Department of Emergency Management Hazard Mitigation Grant Program: Approval of Grant for the Community Center and Horan Park Seawall Design

Strategic Objective: Resilience

Date: February 13, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The City of St. Pete Beach has been awarded a grant in the amount of \$113,070.90 from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) for the design of the Community Center and Horan Park Seawall Replacement. The HMGP's intent is to supply federal funding to eligible applicants for use on projects that will implement mitigation measures to prevent damage from future flooding disasters.

Staff recommends approval of the grant.

The current Community Center seawall cap elevation is 3.3 feet NAVD 88 which is 1.7 feet below the City Code requirement of 5 feet. The Horan Park seawall cap elevation is 3.4 feet which is 1.6 feet below City Code.

The Recreation Center seawall is 428 feet long and its construction is a concrete cap on top of a combination of concrete and vinyl panels. The Horan Park seawall is 543 feet long and its construction is a concrete cap on top of vinyl panels. Cracks in the panels of the seawall face allow the soil particles behind the seawall to wash out to the bay flowing on the wave action passing through the wall during tidal changes and stormatic activities. The loss of soil creates voids behind the wall under the surface eventually growing large enough to collapse into surface depressions along the land-side wall face. These depressions pose a trip hazard to the guests and staff at the Community Center and contribute to the continued degradation of the stability of the seawall.

As approved by the grant language, the heart of this project is a predominantly living shoreline with hybrid grey/green components including but not limited to breakwater materials, vegetation and reef balls with traditional concrete, vinyl and steel as necessary. There will be a public education component including viewing stations along the Park suitable for day/night viewing of the water, especially for the annual Christmas Boat Parade. The cap elevation is designated at 5 feet NAVD 88 per the City Code. Particular attention must be paid to near shore corals that have been spotted along the existing seawall during low tides. Our vision for this project is that when completed, it will be breathtakingly beautiful from the land and sea, functional, maintainable and inspiring resilient to the effects of stormatic activity and sea level rise. It will serve as a window into the future of what shoreline resiliency should look like.

This project is critical to the future preservation and the continuity of operations of the City. During Hurricane Idalia, August 29-30, 2023, and the subsequent unnamed low pressure event of December 17, 2023, both seawalls were overtopped. Horan Park was completely inundated. Access to the island across the Corey Causeway at 75th Avenue and Mangrove Street was blocked by storm surge. Flood waters from a slightly higher storm surge would impact City Hall, Public Works, the Recreation Center Complex, the Duke Energy Electrical Substation, the surrounding neighborhoods to the north and south of 75th Avenue and the historic downtown center of Corey Avenue.

Upon completion of this grant funded design, the construction of the new seawall will be funded under another grant that has been acquired through the Florida Department of Environmental Protection, Resilient Florida Grant Program.

Funding:	Resiliency - Seawall Rehabilitation Program (250-0021)
Requested Motion:	“I move to enter into an agreement with the Florida Division of Emergency Management for a Hazard Mitigation Grant for the Community Center and Horan Park Seawall design in the amount of \$ 113,070.90.”
Attachment:	1. HMGP 4486-129-R For Signature 2. Seawall Location Map

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT MITIGATION BUREAU FISCAL OPERATIONS UNIT

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of St. Pete Beach
PROJECT #:	4486-129-R
PROJECT TITLE:	City of St. Pete Beach, Community Center, Flood Control
CONTRACT #:	H1013
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Wayne Saunders Interim City Manager 155 Corey Avenue St. Pete Beach, Florida 33706

Enclosed is your copy of the proposed contract/modification between **City of St. Pete Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated ☒ N/A for sub-recipients other than Non-Profits
☐	Electronic Submittal to the Grant Specialist Trinitee Harrell on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-5443 or email me at Anna.Brekoski@em.myflorida.com.

Agreement Number: H1013
Project Number: 4486-129-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>City of St. Pete Beach</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>N6FWW4L9JJ5/59-6000423</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4486-FL</u>
Federal Award Date:	<u>April 13, 2023</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through July 31, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$113,070.90</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$113,070.90</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$113,070.90</u>
Federal award project description (see FFATA):	<u>Flood Control</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Anna.Brekoski@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of St. Pete Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399
Telephone: 850-328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Wayne Saunders
Interim City Manager
155 Corey Avenue
St. Pete Beach, Florida 33706
Telephone: 727-363-9231
Email: wsaunders@stpetebeach.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on July 31, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$113,070.90**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "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. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of St. Pete Beach

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$113,070.90**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Other projects that reduce future disaster losses (Flood Control)
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of the Community Center in St. Pete Beach, Pinellas County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-129-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of St. Pete Beach, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to the Community Center located at 7701 Boca Ciega Drive, the Community Center's utilities/restroom facility located at 165 75th Avenue, and the City Public Works building located at 7580 Mangrove Avenue; all within St. Pete Beach, Florida, 33706. Coordinates (27.745592, -82.749858).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing seawall by elevating it from its current height of 3.0 feet NAVD to at least 5.0 feet NAVD, in accordance with the City's local ordinance. The seawall shall be constructed on concrete and reinforced steel. The seawall shall extend from the 75th Avenue bridge to 955 feet in length northwest along the bay shoreline. There shall also be a living shoreline component to the project, including breakwater materials, vegetation, and reef balls. These buildings are public structures that provide vital services to the community. The project shall prevent excessive flooding and improve protection from storm surge flooding.

The project shall be designed to provide protection against a 10-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
- b) Construction Plans / bid documents.
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) Color photographs of the project area and areas of ground disturbance.
- g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- h) Copy of the United States Army Corps of Engineers (USACE) or Florida Department of Environmental Protection (FDEP) Section 404 permit or No Permit Required notification.
- i) A letter from the professional of record stating if the project will have any upstream and/or downstream impacts.

- j) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of the Community Center, the Community Center's utility/restroom facility, and the City Public Works building, all located within St. Pete Beach, Florida 33706.

The project shall be designed to provide protection against a 10-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement,

road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) Consultation with the United States Army Corps of Engineers (USACE) or Florida Department of Environmental Protection is required. A Section 404 permit or No Permit Required from the permitting agency shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - b) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
 - c) Previous and current use of proposed project area.
 - d) Any known site work or historic uses for the proposed location.
 - e) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-129-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on April 13, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **July 31, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3 Months
Bidding / Local Procurement:	2 Months
Design Specifications:	6 Months
Permitting / Survey:	2 Months
Deliverables Submitted to FDEM:	2 Months
Total Period of Performance:	15 Months

BUDGET**Line Item Budget***

Phase I	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$119,022.00	\$107,119.80	\$11,902.20
Initial Agreement Amount:	\$119,022.00	\$107,119.80	\$11,902.20
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$119,022.00	\$107,119.80	\$11,902.20
****SRMC			
SRMC:	\$5,951.10	\$5,951.10	
SRMC Total:	\$5,951.10	\$5,951.10	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$5,951.10 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$107,119.80	(90.00%)
Non-Federal Share:	\$11,902.20	(10.00%)
Total Project Cost:	\$119,022.00	(100.00%)
SRMC (100% Federal)	\$5,951.10	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of St. Pete Beach

REMIT ADDRESS: 155 Corey Avenue

CITY: St. Pete Beach STATE: Florida ZIP CODE: 33706

PROJECT TYPE: Flood Control PROJECT #: 4486-129-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1013

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90%	Obligated Local Non-Federal 10%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

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. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of St. Pete Beach PAYMENT #: _____
PROJECT TYPE: Flood Control PROJECT #: 4486-129-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1013

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					<i>TOTAL</i>

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of St. Pete Beach

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of St. Pete Beach **PROJECT #:** 4486-129-R
PROJECT TYPE: Flood Control **CONTRACT #:** H1013
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of St. Pete Beach
Sub-Recipient's Name

H1013
DEM Contract Number

4486-129-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4486-129-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 113,070.90
OBLIGATION/ACTION DATE: April 13, 2023
SUBAWARD DATE (if applicable): _____

UEID/SAM#: N6FWW4L9JJJ5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>. The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to the Community Center located at 7701 Boca Ciega Drive, the Community Center's utilities/restroom facility located at 165 75th Avenue, and the City Public Works building located at 7580 Mangrove Avenue; all within St. Pete Beach, Florida, 33706. Coordinates (27.745592, -82.749858).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing seawall by elevating it from its current height of 3.0 feet NAVD to at least 5.0 feet NAVD, in accordance with the City's local ordinance. The seawall shall be constructed on concrete and reinforced steel. The seawall shall extend from the 75th Avenue bridge to 955 feet in length northwest along the bay shoreline. There shall also be a living shoreline component to the project, including breakwater materials, vegetation, and reef balls. These buildings are public structures that provide vital services to the community. The project shall prevent excessive flooding and improve protection from storm surge flooding.

The project shall be designed to provide protection against a 10-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

****Providing the Zip+4 ensures that the correct Congressional District is reported.**

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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.

(I) 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.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

SEAWALL REHABILITATION -
COMMUNITY CENTER SEAWALL
ST. PETE BEACH



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Issue Considered: Resilient Florida Grant: Approval of Grant for the Community Center and Horan Park Seawall Construction

Strategic Objective: Resilience

Date: February 13, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The City of St. Pete Beach has been awarded a grant in the amount of \$750,000.00 from the State of Florida Department of Environmental Protection (FDEP) for the construction of the Community Center and Horan Park Seawall Replacement. FDEP's intent is to supply funding to eligible applicants for use on projects that will implement mitigation measures to prevent damage from future flooding disasters.

Matching funds of \$750,000.00 have been identified for a total construction project amount of \$1,500,000.00. Staff recommends approval of the grant.

The current Community Center seawall cap elevation is 3.3 feet NAVD 88 which is 1.7 feet below the City Code requirement of 5 feet. The Horan Park seawall cap elevation is 3.4 feet which is 1.6 feet below City Code.

The Recreation Center seawall is 428 feet long and its construction is a concrete cap on top of a combination of concrete and vinyl panels. The Horan Park seawall is 543 feet long and its construction is a concrete cap on top of vinyl panels. Cracks in the panels of the seawall face allow the soil particles behind the seawall to wash out to the bay flowing on the wave action passing through the wall during tidal changes and stormatic activities. The loss of soil creates voids behind the wall under the surface eventually growing large enough to collapse into surface depressions along the land-side wall face. These depressions pose a trip hazard to the guests and staff at the Community Center and contribute to the continued degradation of the stability of the seawall.

As approved by the grant language for the design, the heart of this project is a predominantly living shoreline with hybrid grey/green components including but not limited to breakwater materials, vegetation and reef balls with traditional concrete, vinyl and steel as necessary. There will be a public education component including viewing stations along the Park suitable for day/night viewing of the water, especially for the annual Christmas Boat Parade. The cap elevation is designated at 5 feet NAVD 88 per the City Code. Particular attention must be paid to protect near shore corals that have been spotted along the existing seawall during low tides. Our vision for this project is that when completed, it will be breathtakingly beautiful from the land and sea, functional, maintainable and inspiringly resilient to the effects of stormatic activity and sea level rise. It will serve as a window into the future of what shoreline resiliency should look like.

This project is critical to the future preservation and the continuity of operations of the City. During Hurricane Idalia, August 29-30, 2023, and the subsequent unnamed low pressure event of December 17, 2023, both seawalls were overtopped. Horan Park was completely inundated. Access to the island across the Corey Causeway at 75th Avenue and Mangrove Street was blocked by storm surge. Flood waters from a slightly higher storm surge would impact City Hall, Public Works, the Recreation Center Complex, the Duke Energy Electrical Substation, the surrounding neighborhoods to the north and south of 75th Avenue and the historic downtown center of Corey Avenue.

This grant will fund the construction of the design performed under the FDEM HMGP Grant Program.

Funding: Resiliency - Seawall Rehabilitation Program (250-0021)

Requested Motion: “I move to enter into an agreement with the State of Florida Department of Environmental Protection for a Resilient Florida Program Grant in the amount of \$750,000.00 for the Construction of the Community Center and Horan Park Seawall with a City match in the amount of \$750,000.00 for a total construction project amount of \$1,500,000.00.

Attachment:

1. FDEP Grant 24SRP27 - City of St. Pete Beach
Community Center Shoreline Rehabilitation - For
Execution
2. Seawall Location Map

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of St. Pete Beach Community Center Shoreline Rehabilitation** Agreement Number: **24SRP27**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of St. Pete Beach** Entity Type: **Local Government**
Grantee Address: **155 Corey Avenue
St. Pete Beach, Florida 33706** FEID: **59-6000423** (Grantee)

3. Agreement Begin Date: **7/1/2023** Date of Expiration: **6/30/2026**

4. Project Number: Project Location(s): **Pinellas County, Florida**
(If different from Agreement Number)

Project Description: **The project includes the construction of 955 linear feet of shoreline rehabilitation activities to include the elevation of the existing seawall and a living shoreline consisting of gray and green materials.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 750,000.00	☒ State ☐ Federal	FY 2023/2024 GAA Line Item 1819	\$ 750,000.00
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 750,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 1,500,000.00

6. Department's Grant Manager Name: Matthew Hermele or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-8360 Email: Matthew.Hermele@FloridaDEP.gov	Grantee's Grant Manager Name: Brett Warner or successor Address: City of St. Pete Beach 155 Corey Avenue St. Pete Beach, Florida 33706 Phone: 727-363-9254 Email: bwarner@stpetebeach.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of St. Pete Beach

GRANTEE

By _____
(Authorized Signature) Date Signed

Alex Rey, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Matthew Hermele

DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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 Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** 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.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

Attachment 1

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37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, 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 Grantee must also inform the Department 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 Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24SRP27**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of St. Pete Beach Community Center Shoreline Rehabilitation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$750,000.00 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24SRP27**

ATTACHMENT 3

PROJECT TITLE: City of St. Pete Beach Community Center Shoreline Rehabilitation

PROJECT LOCATION: The Project is located in the City of St. Pete Beach within Pinellas County, Florida.

PROJECT DESCRIPTION:

The City of St. Pete Beach (Grantee) will conduct the City of St. Pete Beach Community Center Shoreline Rehabilitation (Project). The Project will rehabilitate and reconstruct 955 linear feet (LF) of shoreline to include the elevation of the existing seawall and the construction of a living shoreline that consists of gray and green materials. The existing seawall is damaged and is only elevated to approximately 3 feet NAVD88, which is not a sufficient height to protect City resources at the current and future sea level rise scenarios. The reconstructed seawall will consist of a multi-faceted approach to include both traditional seawall and living shoreline construction, utilizing a mix of gray materials (rip-rap, repaired seawall, revetments, oyster shells, etc.) and green materials (native coastal plants, mangroves, etc.) that appropriately complement the site conditions. This Project is critical to the City of St. Pete Beach and its residents.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will rehabilitate 955 LF of shoreline, to include the reconstruction of a seawall and construction of a living shoreline, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- **1.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **1.2:** A copy of the final design and record (as-built) drawings;
- **1.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **1.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a

single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	\$750,000	\$750,000	\$1,500,000	7/1/2023	3/31/2026
Total:			\$750,000	\$750,000	\$1,500,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public 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.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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 recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	\$750,000.00	140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$750,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 24SRP27

CITY OF ST. PETE BEACH COMMUNITY CENTER SHORELINE REHABILITATION

City of St. Pete Beach

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 24SRP27

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

**Photo/video/audio/artwork/recording
file name(s):** _____

**Location of photo/video/audio
recording/artwork:** _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 24SRP27

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24SRP27

Project Title: City of St. Pete Beach Community Center Shoreline Rehabilitation

Grantee: City of St. Pete Beach

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of St. Pete Beach is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Alex Rey

Title: City Manager

Signature: 

Date: 8/11/2023

SEAWALL REHABILITATION - COMMUNITY CENTER SEAWALL ST. PETE BEACH



2023 Q1 Reporting Log

Individual	Date Turned In Report (due 3/31)
CITY COMMISSION	
Adrian Petrila	3/31/2023
Chris Graus	4/4/2023
Chris Marone	4/12/2023
Ward Friszolowski	4/3/2023
Mark Grill	3/31/2023
STAFF	
Amber LaRowe	3/31/2023
Alex Rey	5/15/2023
Beteinda Kettells	5/17/2023
Jim Kilpatrick	5/11/2023
Jennifer McMahon	5/10/2023
Mike Clarke	3/31/2023
Michelle Gonzalez	5/11/2023
Vince Tenaglia	5/12/2023
PLANNING BOARD	
Rachel Ciliberti	3/31/2023
Tiffany Secka	4/3/2023
HISTORIC PRESERVATION BOARD	
Sean Hurley	4/3/2023
Tia Hockensmith	4/6/2023
Bill Loughery	4/6/2023

THIS WAS THE FIRST QUARTER THAT THE CLERK'S OFFICE SENT OUT A REMINDER TO ALL BOARD OF ADJUSTMENT, PLANNING BOARD, AND HISTORIC PRESERVATION BOARD MEMBERS.

The lobbyist ordinance did not go into effect until September 2022; the Commission and the Clerk discussed notification procedures and it was decided that the Clerk would send one reminder and that we would move the due date to the 10th of the month following the end of the quarter. This log shows the members who turned in their report for January through March 2023; the Commission changed hands as well as some board members in March after the election.

2023 Q2 Reporting Log

Individual	Date Turned In Report (due 7/10)
CITY COMMISSION	
Adrian Petrila	7/9/2023
Chris Graus	7/5/2023
Chris Marone	7/11/2023
Ward Friszolowski	7/3/2023
Mark Grill	7/6/2023
STAFF	
Amber LaRowe	7/6/2023
Alex Rey	7/3/2023
Betcinda Kettells	7/5/2023
Jim Kilpatrick	
Jennifer McMahon	7/3/2023
Mike Clarke	7/5/2023
Michelle Gonzalez	7/11/2023
Vince Tenaglia	5/11/2023
Brett Warner	7/5/2023
Kristin Coman	7/3/2023
Brandon Berry	7/5/2023
Nicole Kurant	7/5/2023
John Taylor	7/11/2023
Julie Anderson	7/13/2023
Mark Vasquez	7/13/2023
Rick Dunn	7/11/2023
Candyce Galloway	6/30/2023
Sheila Dalton	7/2/2023
PLANNING BOARD	
David Hubbard	7/14/2023
Tiffany Secka	7/17/2023
Tom DeYampert	7/14/2023
Greg Premer	7/19/2023
Melinda Pletcher	
HISTORIC PRESERVATION BOARD	
Sean Hurley	7/13/2023
Tia Hockensmith	
Bill Loughery	
Holly Young	6/30/2023
Danielle Micklitsch	7/3/2023
BOARD OF ADJUSTMENT	
Mike Bomar	7/2/2023
Denise Chase	7/6/2023
Paul Skipper	7/26/2023
BJ Lawson	7/11/2023
Dan Small	8/7/2023

2023 Q3 Reporting Log

Individual	Date Turned In Report (due 10/10)
CITY COMMISSION	
Adrian Petrila	10/10/2023
Chris Graus	10/1/2023
Chris Marone	10/10/2023
Ward Friszolowski	10/6/2023
Mark Grill	10/5/2023
STAFF	
Amber LaRowe	10/2/2023
Alex Rey	10/3/2023
Betcinda Kettells	10/2/2023
Jim Kilpatrick	
Jennifer McMahon	10/6/2023
Mike Clarke	
Candyce Galloway	10/2/2023
Sheila Dalton	10/2/2023
John Taylor	9/28/2023
Julie Anderson	10/2/2023
Mark Vasquez	10/2/2023
Brett Warner	10/2/2023
Nicole Kurant	10/24/2023
Brandon Berry	10/2/2023
Kristin Coman	10/2/2023
Kelly Intzes	10/2/2023
Adam Poirrier	9/28/2023
PLANNING BOARD	
David Hubbard	10/2/2023
Tiffany Secka	9/29/2023
Tom DeYampert	
Greg Premier	
Melinda Pletcher	
BOARD OF ADJUSTMENT	
Denise Chase	
Mike Bomar	10/1/2023
Paul Skipper	10/2/2023
Dan Small	
BJ Lawson	9/29/2023

This quarter, the Clerk decided that the only reporting board members would be those that file financial affidavits annually; therefore, the Historic Preservation who previously reported were no longer required to report.

2023 Q4 Reporting Log

Individual	Date Turned In Report (due 1/10)
CITY COMMISSION	
Chris Graus	
Mark Grill	1/6/2024
Adrian Petrila	1/9/2024
Ward Friszolowski	1/8/2024
Richard Lorenzen	1/10/2024
Karen Marriott	1/10/2024
Chris Marone	1/4/2024
STAFF	
Wayne Saunders	1/3/2024
Jennifer McMahon	1/3/2024
Candyce Galloway	1/4/2024
Sheila Dalton	
John Taylor	1/2/2024
Julie Anderson	12/27/2023
Mark Vasquez	12/28/2023
Amber LaRowe	1/3/2024
Mike Clarke	12/26/2023
Brett Warner	1/10/2024
Nicole Kurant	1/10/2024
Brandon Berry	1/3/2024
Kristin Coman	1/3/2024
Betcinda Kettells	1/3/2024
Jim Kilpatrick	
Kelly Intzes	1/2/2024
Adam Poirrier	1/4/2024
BOARD OF ADJUSTMENT	
Denise Chase	1/4/2024
Mike Bomar	1/6/2024
Paul Skipper	
Dan Small	1/3/2024
BJ Lawson	
PLANNING BOARD	
David Hubbard	1/10/2024
Greg Premier	
Tom DeYampert	12/27/2023
Melinda Pletcher	
Tiffany Secka	1/16/2024