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

155 Corey Avenue

Tuesday, March 25, 2014

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

**COMMENTS FROM OUTGOING
COMMISSIONERS & MAYOR**

INSTALLATION MEETING

Call to Order

1. Installation of District 1 Commissioner – Terri Finnerty
2. Installation of District 3 Commissioner – Greg Premer
3. Installation of Mayor – Maria Lowe

Adjourn

REGULAR MEETING

Call to Order

1. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
2. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. **Presentation to thank the St. Pete Beach Community Club for their donation to the Library Renovation campaign - Phyllis Ruscella**
 - b. **Introduction of John Kretzer as Operations Manager in Public Services**
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
4. **Consent**
 - a. **Authorization to enter into an agreement with Florida Department of Law Enforcement accepting an Edward Byrne Memorial - U.S. Department of Justice Assistance Grant of non-matching funds in the amount of \$2,259.00.**
 - b. **Approval of minutes from the February 11, 2014 and February 25, 2014 regular City Commission Meetings.**
 - c. **Authorize the City Manager to enter into a purchase agreement in the amount of \$37,943.00 with JAM 5:20 Construction, Inc., for the replacement of garage doors at Fire Station #23.**
 - d. **Authorize the City Manager to enter into a purchase agreement in the amount of \$49,505 with CPWG, Inc., for the replacement of facility roofs.**
 - e. **Appointment to the Firefighters' Pension Board of Trustees**
 - f. **Appointment to the Police Pension Board of Trustees**
 - g. **Appointment to the General Employees' Pension Board of Trustees**

5. Action Items

- a. Authorize the City Manager to enter into a purchasing agreement with TLC Diversified, Inc., for \$1,519,000 for the Rehabilitation for Pump Station #2.**
- b. Authorize the City Manager to sign an agreement with Duke Energy for undergrounding electrical for Pump Station #2 for \$38,096.69.**
- c. Waive the bid requirement and authorize the City Manager to sign an agreement with Xylem Water Solutions USA, Inc., for direct purchase of the pumps for Lift Stations 5, 6, 9, and 12 for \$146,057.**
- d. Conditional Use/Variance 2014-0004, Request to permit the establishment of a commercial off-premise parking lot and relief from Section 23.8(a) of the St. Pete Beach Land Development Code. Quasi-Judicial Hearing. Continued until April 22, 2014**
- e. Authorize the City Manager to sign a Duke Energy Florida, Inc. Distribution Easement to provide three phase electrical service for Lift Station 12.**
- f. Authorize the City Manager to enter into a purchasing agreement with Hinterland Group, Inc., for \$385,735 for the Rehabilitation of Lift Stations 5, 6, 9, and 12.**

6. Ordinances

- a. Ordinance 2014-02, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the wastewater fund for fiscal year ending September 30, 2014, providing for funding, and providing for an effective date.**

7. Resolutions

- a. Resolution 2014-02, a resolution of the City of St. Pete Beach, Pinellas County, Florida, authorizing the submission of a public library construction grant to the Department of State, Division of Library and Information Services, for the expansion and renovation of the St. Pete Beach Library facility and adjacent parking area.**

8. Items for Discussion – None for this agenda.

9. City Manager, City Attorney and City Commission Reports

10. Adjournment

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

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

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

Issue Considered: Authorization for the Mayor to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial - U.S. Department of Justice Assistance Grant of Non- Matching Funds in the amount of \$2,259.00.

Date: March 25, 2014

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: Elaine Edmunds – Administrative Services Director

Summary of Issue: The Administrative Services Department recently applied through the Florida Department of Law Enforcement and was awarded an Edward Byrne Memorial - U.S. Department of Justice Assistance Grant of Non-Matching Funds in the amount of \$2259.00. The funding will be used by the City to purchase two police rated bicycles and related bicycle patrol equipment.

Requested Motion: "I move to authorize the Mayor to enter into an agreement with the Florida Department of Law Enforcement accepting an Edward Byrne Memorial Grant of Non –Matching Funds in the amount of \$2,259.00".

Attachments: FDLE Certificate of Acceptance Agreement, Grant Application.

Reviewed by
City Manager: MB



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

FEB 11 2014

The Honorable Steve McFarlin
Mayor
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Re: Contract No. 2014-JAGD-PINE-5-E6-100

Dear Mayor McFarlin:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 2,259.00 for the project entitled, BICYCLE PATROL EQUIPMENT ACQUISITION AND SOLUTION. These funds shall be utilized for the purpose of reducing crime and improving public safety. A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

As you may be aware, information from subgrants and performance reports are currently provided to the Department of Justice under the Performance Measurement Tool (PMT) and Federal Funding Accountability and Transparency Act (FFATA) to meet current federal transparency requirements. However, the State of Florida recently passed legislation requiring all contracts, including grants for state or federal financial assistance, be provided to the Department of Financial Services via the Florida Accountability Contract Tracking System (FACTS). This grant contract and all subsequent correlating information including performance reports, expenditure reports, grant amendments, etc. are provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida for transparency in government spending. If this grant agreement contains confidential or exempt information not subject to disclosure under the public records law, Chapter 119, F.S., (such as the names of personnel and disclosure of equipment for certain undercover operations, etc. that may result in officer names or other sensitive information on grant documents and expenditure reports) please contact the Office of Criminal Justice Grants for information on requesting exemption from public records disclosure.

Please complete and return the enclosed Certification of Acceptance to the Office of Criminal Justice Grants within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures. We look forward to working with you on this project. Please contact Planning Manager Annamarie Whatley at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring
Administrator

PTH/AW/AL

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

CERTIFICATION OF ACCEPTANCE

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2014-JAGD-PINE-5-E6-100, in the amount of \$ 2,259.00, for a project entitled, BICYCLE PATROL EQUIPMENT ACQUISITION AND SOLUTION, for the period of 02/01/2014 through 06/30/2014, in accordance with the Budget and Budget Narrative contained in the subgrant application, and subject to the Florida Department of Law Enforcement Conditions of Agreement and any special conditions governing this subgrant.

Signature of Subgrantee's Authorized Official

Typed Name and Title of Official

Date of Acceptance

Name of Subgrantee

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of St. Pete Beach

Date of Award: 02/11/2014

Grant Period: From: 02/01/2014 TO: 06/30/2014

Project Title: BICYCLE PATROL EQUIPMENT ACQUISITION AND SOLUTION

Grant Number: 2014-JAGD-PINE-5-E6-100

Federal Funds: \$ 2,259.00

State Agency Match:

Local Agency Match: \$ 0.00

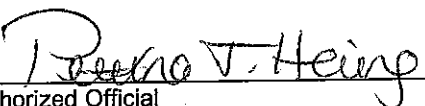
Total Project Cost: \$ 2,259.00

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.



Authorized Official
Petrina Tuttle Herring
Administrator

02/11/2014

Date

() This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of St. Pete Beach

County: Pinellas

Chief Official

Name: Steve McFarlin

Title: Mayor

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL **Zip:** 33706-1839

Phone: 727-363-9220 **Ext:**

Fax:

Email: mayor@stpetebeach.org

Chief Financial Officer

Name: Elaine Edmunds

Title: Finance Director

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL **Zip:** 33706-1839

Phone: 727-363-9250 **Ext:**

Fax:

Email: e.edmunds@stpetebeach.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: City of St. Pete Beach

County: Pinellas

Chief Official

Name: Steve McFarlin

Title: Mayor

Address: 155 Corey Avenue

City: St. Pete Beach

State: FL **Zip:** 33706-1839

Phone: 727-363-9220 **Ext:**

Fax:

Email: mayor@stpetebeach.org

Project Director

Name: Daniel O'Connor

Title: Administrative Services Supervisor

Address: 155 Corey Avenue

City: Saint Pete Beach

State: FL **Zip:** 33706-1839

Phone: 727-363-9213 **Ext:**

Fax: 727-363-9258

Email: d.oconnor@stpetebeach.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: BICYCLE PATROL EQUIPMENT ACQUISITION AND SOLUTION
Subgrant Recipient: City of St. Pete Beach
Implementing Agency: City of St. Pete Beach
Project Start Date: 2/1/2014 **End Date:** 6/30/2014

Problem Identification

The City of St. Pete Beach, a busy resort barrier island is located in Pinellas County on the Gulf of Mexico. The non-transient population is 10,000 +; however the total population often quadruples seasonally and during weekends and holidays. Within the City there are schools, numerous churches, 38 acres of public parks and 4.5 miles of public beaches. The City also contains a system of canals, marinas, bridges, causeways and single family residences. The main boulevard is lined with hotel/motel lodging, residential condominiums, and a retail business district consisting of shops, restaurants and governmental facilities.

The City of St. Pete Beach contracts with the Pinellas County Sheriff's Office for law enforcement services including emergency and non-emergency calls for patrol staff, detectives, public assistance, animal control, marine resources, administration, records, beach patrol and code enforcement.

Local businesses, residents and visitors of St. Pete Beach have enjoyed the positive economic and social benefits related to the recovering economy and increased tourism. More frequent and larger crowds of all ages and from all walks of life take pleasure in their experience at St. Pete Beach.

The concentration and congestion has however created detrimental effects on the quality of life of many in the community. St. Pete Beach has experienced an increase in overall arrests, crime, bad behavior, drunkenness and disorderly conduct complaints related to drug and alcohol abuse, trespassing and noise throughout the City.

Historically the City of St. Pete Beach has been able to carefully manage these negative effects on the community by deploying additional law enforcement staff, especially during the traditional tourist season and on weekends and holidays. The concentration of the much larger and more frequent crowds visiting more often has however created a condition whereby the deputies abilities to effectively patrol, respond to emergencies and calls for law enforcement are more often hindered because of the overly crowded beach, streets and parking lots.

At present Pinellas County deputies utilize a fleet of traditional full sized, fully equipped patrol vehicles. The exclusive use of the full size patrol vehicles does however diminish community policing efforts, restricts emergency responder access, creates safety issues and inhibits speedy and adequate responses to calls for service in the many crowded and congested areas throughout the City.

The City of St. Pete Beach proposes the funding of two police rated bicycles and related emergency bicycle patrol equipment.

There are many benefits to having a deputy on a bicycle. The main benefits are visibility and mobility. The visibility of a deputy on a bicycle cannot be matched. With this visibility also comes an increase in human contact with the community. On a bicycle, a deputy is much more approachable than in a car and this can help with building new contacts and trust from the citizens and tourists. This also allows deputies to be proactive in fighting crime rather than reactive. Bike Patrol Deputies can be much more aware of concerns before they turn into problems. A bicycle patrol unit has also been proven to be a fantastic tool for public events such as concerts, festivals, road races and

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

other large gatherings that are commonplace in the City of St. Pete Beach. A deputy can move quickly through a crowd while on a bike, and can find short cuts, etc., where a patrol car would have very diminished mobility in the same situation. This same mobility also adds a "stealth" advantage to bike patrols versus patrol vehicles. A deputy on a bike is much smaller, quieter, and can go places that are not easily accessible to patrol vehicles. Also, a person fleeing from a deputy generally cannot outrun a deputy on a bike.

The inadequacies of the full size patrol vehicles compromises the City's ability to continually maintain and provide a safe environment.

The City of St. Pete Beach is requesting an award that will fund the acquisition of two police rated bicycles and related emergency bicycle patrol equipment. The requested police rated bicycles and related emergency bicycle patrol equipment will increase efficiency, shorten response times and augment enforcement of criminal activity and local ordinance violations thereby reducing overall complaints and reducing the safety and security hazards inherit with large crowds and gatherings in the City of St. Pete Beach.

Project Summary (Scope of Work)

Project Summary:

FDLE/Countywide Edward Byrne Memorial Justice Assistance Grant monies will be used to purchase two police rated bicycles and related emergency bicycle patrol equipment. The police rated bicycles will be assigned to deputies already trained as bicycle patrol deputies.

The overriding objective of this project is to create a solution that will reduce crime in the community and increase effectiveness of Pinellas County Sheriff's deputies assigned to patrol in the City of St. Pete Beach.

The importance of this equipment upgrade for promoting citizen safety and a more expeditious fulfillment of the patrol deputy's mission is manifest. The increased efficiency, activity and enforcement efforts created by the utilization of this project will help achieve our ultimate goal of fully protecting and serving the community.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) 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)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law enforcement programs

State Purpose Area: A - Accomplishments: Includes any accomplishments during the reporting period. Required for all projects.

Activity Description

Activity: Equipment Purchase

Target Group: Law Enforcement

Geographic Area: Suburban

Location Type: Citywide

Address(es) :

City of St. Pete Beach

155 Corey Avenue

St. Pete Beach , FL 33706

Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure: Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

Goal: The requested police rated bicycles and related emergency bicycle patrol equipment will increase efficiency by shortening response times and will augment enforcement of criminal activity and local ordinance violations thereby reducing overall complaints and reducing the safety and security hazards inherent with large crowds and gatherings in the City of St. Pete Beach. In addition, the deployment of bicycle patrol deputies will enhance community policing efforts in the City.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure: Part 1

Will you be using the crimesolutions.gov Website?

Goal: No

Objective: A3 - Report on subgrants from grantees other than FDLE

Measure: Part 1

Application Ref # 2014-JAGD-1553

Section #3 Page 1 of 4

Contract 2014-JAGD-PINE-5-E6-

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3: Performance

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not consider awards that you receive directly from USDOJ.

Goal: No

Measure: Part 2

If yes, enter grantee organization or agency name.

Goal: N/A

State Purpose Area: E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.

Activity Description

Activity: Equipment Purchases and/or Technology Investments

Target Group: Equipment Purchases and/or Technology Investments

Geographic Area: Suburban

Location Type: Citywide

Objectives and Measures

Objective: E1 - Report on JAG funding allocated for equipment and/or technology investments

Measure: Part 1

How much JAG funding has been allocated for equipment purchases and/or technology investments? Please report in dollars (\$).

Goal: \$2259

Objective: E2 - Make equipment purchases and/or technology investments

Measure: Part 3

What types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices: Security Systems (station or evidence room), Tactical Vests/Body Armor, Undercover Surveillance Equipment (microphones, video), Vehicles, Video Observation (station, community, pole cams), Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

Goal: Other: Two police rated bicycles and related emergency bicycle patrol equipment.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3. Performance

Objective: E3 - Achieve efficiencies or cost savings as a result of equipment purchases and/or technology investments.

Measure: Part 1

Describe any efficiencies or cost savings that will be achieved as a result of an equipment purchase and/or technology investment.

Goal: The requested police rated bicycles and related emergency bicycle patrol equipment will increase efficiency by shortening response times and will augment enforcement of criminal activity and local ordinance violations thereby reducing overall complaints and reducing the safety and security hazards inherent with large crowds and gatherings in the City of St. Pete Beach. In addition, the deployment of bicycle patrol deputies will enhance community policing efforts in the City.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3 Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000423

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$2,259.00	\$0.00	\$2,259.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$2,259.00	\$0.00	\$2,259.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

EXPENSES: \$2259.00, 2 police rated bicycles equipped with emergency equipment @ approximately \$1129.50 each, Total Costs \$2259.00.

Any monies over the allotted approved budget will be the responsibility of the City of St. Pete Beach.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$2500.00

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A



**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 18 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (www.bja.gov/ProgramDetails.aspx?Program_ID=59) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

- Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/
- Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars
 - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
- Code of Federal Regulations: www.gpo.gov/fdsys/
 - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
- Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
www.bja.gov/ProgramDetails.aspx?Program_ID=59.
- United States Code: www.gpo.gov/fdsys/
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
- State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: dls.dos.state.fl.us/barm/genschedules/GS1-SL.pdf.

2. Requirements for Contractors of Subgrant Recipients

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (www.ojp.usdoj.gov/financialguide/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations.

3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

4. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 18, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- (e) Reports are to be submitted even when no reimbursement is being requested.

- (f) The report must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant expiration date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

5. Fiscal Control and Fund Accounting Procedures

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent in accordance with this agreement shall be subject to repayment by the subgrant recipient.

6. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

7. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the subgrant award period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

9. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

10. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat.

11. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

12. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) per eight-hour day. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

13. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

16. Patents

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.
- b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).
- c. Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

17. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subgrantee understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at

www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Grant No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

18. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489

19. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

20. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

21. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

22. Written Approval of Changes in this Approved Agreement (Grant Adjustments)

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers,

implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- c. Under no circumstances can transfers of funds increase the total budgeted award.
- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.
- e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or someone with formal, written signature authority for the chief official.

23. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

24. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

25. Access to Records

- a. The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

26. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request

of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online) so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.
- b. The subgrantee understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subgrantee agrees these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.

d. Equal Employment Opportunity Plans

- (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
 - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
 - (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
 - (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489 or on-line at www.fdle.state.fl.us/contacts/comment_form.html. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE or the OCR.
- k. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- l. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

m. Rehabilitation Act of 1973 (28 C.F.R. Part 42, Subpart G)

If the subgrant recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, the subgrant recipient must take the following actions:

- (1) Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
- (2) Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.
- (3) Notify participants, beneficiaries, employees, applicants, and others that the subgrantee/implementing agency does not discriminate on the basis of disability.

n. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

o. Title IX of the Education Amendments of 1972 (28 C.F.R. Part 54)

If the subgrant recipient operates an education program or activity, the subgrant recipient must take the following actions:

- (1) Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
- (2) Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.
- (3) Notify applicants for admission and employment, employees, students, parents, and others that the subgrantee/implementing agency does not discriminate on the basis of sex in its educational programs or activities.

p. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded

program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subgrantee also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

34. Immigration and Nationality Act

No public funds will intentionally be awarded 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 Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

35. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.
 - (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded

program or activity.

36. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.
 - (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
 - (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
 - (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
 - (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
 - (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
 - (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
 - (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
 - (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely

evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and

- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 36, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

43. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

44. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

45. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

46. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

47. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

48. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

49. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

50. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

51. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an

administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

52. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

53. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

54. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

55. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

56. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

57. Certification for Employees Working Solely on a Single Federal Award

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

58. Timesheets

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

59. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

60. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the

False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

61. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE award funds to support a task force, the subgrant recipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

62. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

63. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

64. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

65. System for Award Management (SAM)

The subgrant recipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

66. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

67. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at ncjrs.gov/pdffiles1/nij/sl000989.pdf.

68. Interoperable Communications Guidance

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

69. Ballistic-Resistant and Stab Resistant Body Armor

Subgrant recipients that wish to purchase armor with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.

JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

70. BJA or FDLE Sponsored Events

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

71. Expenses Related to Conferences, Meetings, Trainings, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where

applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

72. Environmental Requirements and Energy

For subgrants in excess of \$100,000, the subgrant recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The subgrant recipient must 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 (Pub. L. 94-163, 89 Stat. 871), if any.

73. Other Federal Funds

The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

74. Monitoring

The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures, and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and /or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of an award(s).

75. Unmanned Aerial Vehicles

The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: City of St. Pete Beach DUNS Number: 025164955

Address: 155 Corey Avenue

Grant Title: Bicycle Patrol Equip Acquisition Solution Grant Number: 2014JAGD1553 Award Amount: \$2259.00

Name and Title of Contact Person: Daniel O'Connor Administrative Services Supervisor

Telephone Number: (727) 363-9213 E-Mail Address: d.oconnor@stpetebeach.org

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is a medical institution.
☐ Recipient is a nonprofit organization. ☐ Recipient is an educational institution. ☒ Recipient is receiving an award less than \$25,000.

I, Carl R. Carnes Human Resources Administrator [responsible official],
certify that The City of St. Pete Beach [recipient] is
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that The City of St. Pete Beach [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

Carl R. Carnes Human Resources Administrator Carl R. Carnes 12/12/2013
Print or Type Name and Title Signature Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Petina T. Herring
Petina T. Herring, Administrator

Typed Name and Title: _____

Date: 02/11/2014

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: The City of St. Pete Beach

Signature: Steve McFarlin

Typed Name and Title: Steve McFarlin - Mayor - City of St. Pete Beach

Date: 12/12/13

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: The City of St. Pete Beach

Signature: Steve McFarlin

Typed Name and Title: Steve McFarlin - Mayor - City of St. Pete Beach

Date: 12/13/13

CITY COMMISSION MEETING

MINUTES

FEBRUARY 11, 2014

6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Steve McFarlin, Mayor
Lorraine Huhn, Vice Mayor
Jim Parent, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Mike Bonfield, City Manager
Susan Churuti, City Attorney
Rebecca C. Haynes, CMC/City Clerk
Jennifer McMahon, Recreation Director

1. Changes to the Agenda

There were no changes to the agenda.

2. Presentations

There were no presentations.

3. Audience Comments

Deborah Edney, 73rd Avenue, commented on street sweeping.

Joanne Lentino, Boca Ciega Drive, commented on the Library Fundraiser and encouraged the public to donate.

Rick Falkenstein, 4 Palms Point, commented on a path being created by visitors through the dunes between 8th and 9th Avenues.

4. Consent

a. Approval of the minutes of the January 14, 2014 Special City Commission meeting; and the January 14, 2014 and January 28, 2014 Regular City Commission meetings.

b. Authorize the City Manager to sign an Interlocal Agreement with Pinellas County to secure \$50,000 in grant monies to make repairs at the 7th, 8th and 12th Ave. dune walk-overs.

City Manager Bonfield recommended approval of Consent Items 4(a) and 4(b) as presented.

Commissioner Parent moved to approve Consent Items 4(a) and (b) as presented. The motion was seconded by Vice Mayor Huhn.

Mayor McFarlin called for audience comments.

There being no comments, Mayor McFarlin called for the vote.

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

5. Action Items

a. Authorization to approve special event application for the "Salute to Veterans & First Responders" Street Fair and Charity Pancake Breakfast scheduled for March 29, 2014. The event would require street closures on March 28 and 29, 2014.

City Manager Bonfield reported that the special event will not have a parade this year. The street closures are requested for 9th Avenue and 10th Avenue on Friday evening from 6:00 p.m. to Saturday evening at 11:00 p.m., and on Saturday from 6:00 a.m. to 11:00 p.m. along Gulf Way from 8th Avenue to 11th Avenue.

Harry Metz, Pass-a-Grille Way, noted that the St. Pete Beach Firefighters will barbeque hamburgers, hotdogs and ribs in addition to having food vendors and five bands.

Commissioner Pletcher moved to approve Item 5(a), Approval of the special event application for the "Salute to Veterans and First Responders" Street Fair and Charity Pancake Breakfast scheduled for Saturday, March 29, 2014. The motion was seconded by Commissioner Parent.

Mayor McFarlin called for audience comments.

Rick Falkenstein, The Hurricane Restaurant, spoke in favor of the event.

Deborah Schechner, Boca Ciega Isle Drive, noted the contributions made by Mr. Metz and encouraged attendance at the Pancake Breakfast.

Deborah Edney, 73rd Avenue, encouraged the public to contact Mr. Harry Metz if they wanted to volunteer for the event.

There being no further comments, Mayor McFarlin called for the vote.

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

b. Authorization for the Mayor and City Manager to enter into a collective bargaining agreement with the International Association of Firefighters, Local 2266, for October 1, 2013 to September 30, 2016.

City Manager Bonfield reviewed the individual changes made to the three-year agreement. He thanked those involved in the bargaining process for their assistance.

Vice Mayor Huhn moved to approve Item 5(b), that the Mayor and City Manager be authorized to enter into a collective bargaining agreement with the International Association of Firefighters, Local 2266, for October 1, 2013 to September 30, 2016. The motion was seconded by Commissioner Friszolowski.

Mayor McFarlin called for audience comments.

There being no comments, Mayor McFarlin called for the vote.

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

6. Ordinances

There were no ordinances presented.

7. Resolutions

There were no resolutions presented.

8. Items for Discussion

There were no items for discussion presented.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported on the Candidate Forum, sponsored by the League of Women Voters, scheduled for Tuesday, February 18th at 6:00 p.m. He reported that the Baker Group will present their report re: Corey Avenue on Wednesday, March 26th at

the Community Center and again on Thursday, March 27th at a special City Commission meeting. Mr. Bonfield noted the Spring Concert Series will be held in Horan Park on February 28th, March 28th and April 29, 2014 and that the Belle Vista repaving project is delayed due to the inclement weather. The City Manager then reviewed the agenda items for the February 25th City Commission meeting.

Mayor McFarlin thanked the business owners who contributed to the concert.

City Attorney Susan Churuti reminded the Commissioners that her office will schedule a Shade Meeting on the Anderson-Della case re: the Comprehensive Plan.

Commissioner Pletcher reported on the Veterans of Pinellas Dinner Dance-Fundraiser last weekend and the Beach Goes Pops event the first weekend in April. Ms. Pletcher commented on the resignations of two City employees.

Commissioner Friszolowski reported on the Belle Vista Civic Association meeting at 7:00 p.m., Thursday, February 13th, at the Warren Webster Community Center and the Lido Beach Civic Association meeting at 6:00 p.m., February 20th at Lido Park.

Commissioner Parent reported on the Historic Preservation Summit meeting sponsored by the County on February 19th at 1:30 p.m., the flood insurance letter sent to Speaker Boehner sponsored by the Florida League of Cities and the proposed changes in EMS funding. Mr. Parent then read correspondence from the Sirata Beach Resort thanking the St. Pete Beach Fire Department for their service during a recent dryer fire.

Vice Mayor Huhn reported that Corey Avenue is prepared for Valentine Day shoppers. Ms. Huhn encouraged everyone to do their part in supporting our Veterans and to work together for the betterment of the community.

Mayor McFarlin commented on the accomplishments the Commissioners have made as a group and thanked them for their teamwork.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:43 p.m.

Attest:

Rebecca C. Haynes, CMC/City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

FEBRUARY 25, 2014

6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Steve McFarlin, Mayor
Lorraine Huhn, Vice Mayor
Jim Parent, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Mike Bonfield, City Manager
Mike Davis, City Attorney
Rebecca C. Haynes, CMC/City Clerk

1. Changes to the Agenda

Mayor McFarlin requested that Item 5(a) be continued to the next City Commission meeting on March 25, 2014.

Commissioner Parent moved to continue Item 5(a), Conditional Use/Variance 2014-0004, to date certain March 25, 2014. The motion was seconded by Commissioner Friszolowski.

Mayor McFarlin called for audience comments. There being no comments, Mayor McFarlin called for the vote.

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

City Manager Bonfield noted for the record that there will be no additional advertising for this item.

2. Presentations

- a. Supervisor of Elections Office – Presentation on new electronic poll books

Julie Marcus, Deputy Supervisor, Supervisor of Elections (SOE) Office, reported on the history of high voter turnout rate in St. Pete Beach and the early voting from Saturday, March 1, through Sunday, March 9, in the three SOE offices.

Ms. Marcus explained the process of using the new electronic poll books that will replace the paper ledgers at the polling sites. The device will scan a signed, photo identification card such as a driver's license or Florida identification card, and display the voter history and eligibility. Ms. Marcus explained that the electronic method will link to several programs and vastly improve the voting process. She scanned several licenses to demonstrate the process.

3. Audience Comments

John Michael, Bay Street, discussed water rates and requested the Commission to monitor the rates city-wide.

Deborah Schechner, Boca Ciega Isle Drive, complimented the staff with the Supervisor of Elections Office and noted she was pleased they were utilizing St. Pete Beach to begin use of the electronic poll books during the March election. Ms. Schechner spoke about public attendance at City Hall meetings/workshops and bed tax monies.

Carol Walker, Gulf Boulevard, suggested developing a method to track the number of people who attend the meetings.

4. Consent

There were no consent items presented.

5. Action Items

- a. Conditional Use/Variance 2014-0004, Request to permit the establishment of a commercial off-premise parking lot and relief from Section 23.8(a) of the St. Pete Beach Land Development Code, Quasi-Judicial Hearing. (Applicant requests item to be continued to March 25, 2014.)

By previous action, this item was continued to date certain March 25, 2014.

6. Ordinances

There were no ordinances presented.

7. Resolutions

There were no resolutions presented.

8. Items for Discussion

There were no resolutions presented.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported that the General Election is March 11, 2014 and polls are open from 7:00 a.m. to 7:00 p.m. Mr. Bonfield reiterated that the March 11, 2014 City Commission Meeting is cancelled due to the election; the first of the Spring Concert Series at Horan Park is Friday, February 28th; and that the Library Fundraising balance stands at \$5,000. He reported that the Baker Group will present their Corey Avenue Revitalization plans as follows: March 26th at the Community Center from 3:30 p.m. to 7:00 p.m.; March 27th in the City Hall lobby from 3:30 p.m. to 5:00 p.m.; and March 27th in the City Hall Commission Chambers from 5:00 p.m. to 7:00 p.m. during a special City Commission Meeting.

Commissioner Pletcher reported on the ribbon cutting on 8th Avenue for Lockhart Realty, the Pass-a-Grille (PAG) Home Tour on March 25th sponsored by the PAG Women's Club and the Beach Goes Pops Celebration on April 4th and April 5th. Ms. Pletcher talked about the bell-ringing ceremony held in honor of Mr. Frank Hurley, a long-time and well respected community member.

Commissioner Friszolowski reported on his experiences with Mr. Hurley and noted his passing was very sad. Mr. Friszolowski reported that road work in the Belle Vista neighborhood had begun and urged residents to be patient during the construction process.

Commissioner Parent reported on the Big C Meeting the morning of February 26th and his roundtable meeting at the Library the evening of February 26th, the Island Festival March 1st at the Gulf Beaches Historical Museum and the Salute to Veterans Pancake Breakfast and Street Fair on March 29, 2014. Mr. Parent discussed audience attendance at meetings and encouraged residents to participate.

Vice Mayor Huhn welcomed citizen input and attendance at City Hall meetings. Ms. Huhn reported on the Spring Concert Series in Horan Park and the Sunday Market along Corey Avenue. She encouraged residents to vote in the March election and thanked the representatives of the Supervisor of Elections Office for their presentation.

Mayor McFarlin also encouraged resident participation at City Hall meetings and noted that the local business, 7-11, is the Presenting Sponsor for the Spring Concerts.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:06 p.m.

Attest:

Rebecca C. Haynes, CMC/City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

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

Issue Considered: Authorize the City Manager to enter into a purchase agreement in the amount of \$37,943.00 with JAM 5:20 Construction, Inc., for the replacement of garage doors at Fire Station #23.

Date: 03/25/14

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The Fire Chief had budgeted to replace the front garage doors in FY2014. The rear garage doors had been previously replaced. The front doors do not meet current hurricane standards and have fallen into disrepair. The new doors will meet all current codes and standards and will complete the exterior building renovations/sealing project that started during FY2013. The new doors will be similar in construction and look to the existing rear doors.

Requested Motion: "I move authorize the City Manager to enter into a purchase agreement in the amount of \$37,943.00 with JAM 5:20 Construction, Inc., for the replacement of garage doors at Fire Station #23."

Attachments: Bid Tab
Purchase Agreement

**Reviewed by
City Manager:**

MB



Bid Tabulation - Fire Station #23 Garage Doors

2/13/2014

10:00AM

Base Bid	JAM 520, Inc.
Garage Doors at Fire Station #23	\$37,943.00

Items Required to Be Submitted with Bid	JAM 520, Inc.
Submitted 2 Copies	Yes
Bidder's Contract Proposal Form	Yes
Bid Schedule	Yes
Project Schedule	Yes
Product Data	Yes
References and Qualifications	
<i>3 References (within past 5 years)</i>	Yes
<i>Firm's History & Personnel Experience</i>	Yes
<i>Claims/Disputes</i>	Yes
<i>Bonding Capacity</i>	Yes
Certificate of Insurance	Yes
Bid Bond	Yes
Contractor Proof of License	Yes
List of Subcontractors	Yes
Subcontractor Insurance and Licensing	PC License not included. No Insurance.
Contractor's Education and Training	Yes
Addendum Acknowledgment	N/A
Vendor Form	Yes

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

JAM 5:20 Construction, Inc.
Replacement of Garage Doors at Fire Station #23

THIS AGREEMENT is hereby executed this 25th day of March, 2014, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and JAM 5:20 Construction, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than June 1st, 2014.

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$37,943.00, as full consideration for the goods or services provided hereunder.

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

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

7. City reserves the right to reject any defective goods, notwithstanding City's payment

of the purchase price provided herein.

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

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

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

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

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

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

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

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

As to Vendor:

JAM 5:20 Construction, Inc.
9161 131st Pl. N. Suite D.
Largo, FL 33773

As to City:

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

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

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

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

JAM 5:20 Inc
Vendor

BY [Signature]
Kent Thompson Pres
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

MIKE DAVIS
CITY ATTORNEY

CITY CLERK

The contractor must comply with the Florida public records laws and must:

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

This is a new legal requirement.

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14

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

Issue Considered: Authorize the City Manager to enter into a purchase agreement in the amount of \$49,505 with CPWG, Inc., for the replacement of facility roofs.

Date: 03/25/14

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: As per the previous roof assessment report issued in 2011 by Advanced Building Inspections, Inc., various City facility roofs were listed as meeting the end of their life expectancy and needing replacement.

The City posted this project as a sealed bid project but only received one bid. That contractor did not wish to complete the bid documents as required and could not be issued a contract. The City then proceeded to procure pricing from qualified contractors per the City's purchase policy. After receiving the pricing, the project was still over budget so staff began negotiating with the low bidder with the goal to meet the total price low price per facility and meeting the CIP budget for this project. We were able to meet that price and stay within the budget for all the roofs planned for replacement.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement in the amount of \$49,505 with CPWG, Inc., for the replacement of facility roofs."

Attachments: Purchase Agreement
Bid Tabulation
Negotiation Letter

**Reviewed by
City Manager:**

MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
CPWG, Inc.
City Facility Roof Replacements

THIS AGREEMENT is hereby executed this 25th day of March, 2014, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and CPWG, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than July 25th, 2014.

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$49,505.00, as full consideration for the goods or services provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

CPWG
708 Lithia Pinecrest Rd., Suite 101
Lithia, FL 33596

As to City:

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

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

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

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

CPWG
Vendor

BY


Stephen R. Tark, SVP
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

APPROVED AS TO FORM:

MIKE DAVIS
CITY ATTORNEY

ATTEST:

CITY CLERK

The contractor must comply with the Florida public records laws and must:

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

This is a new legal requirement.

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14



CPWG
CRIBB PHILBECK WEAVER GROUP



February 7, 2014

Ms. Renee Cooper
City of City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

RE: **Roofing**

Dear Ms. Cooper,

After review of each contractor's individual roofing prices, as the apparent low bidder and as per the RFP, CPWG is willing to negotiate to complete all the roofing projects as per the scope of work at a price of \$49,505. This would meet the total best project price if the City were to break up the contract and utilize separate contractors as per the bid tabulation.

We look forward to working with you on this project. If there are any questions, please call.

Very truly yours,
CPWG, Inc.

Stephen R. Tarte.
Sr. Vice President



Roof Replacements

<u>Locations</u>	<u>Roth Bros.</u>	<u>CPWG</u>	<u>American</u>	<u>Above All</u>
Hurley Park Restrooms	\$3,629.00	\$3,237.00	\$3,245.00	\$3,750.00
Vina Del Mark Park Pavilion	\$8,561.00	\$7,725.00	\$7,765.00	\$10,300.00
Upham Beach Concession	\$8,085.00	\$7,725.00	\$6,915.00	\$6,340.00
Shuffleboard Court Building	\$3,629.00	\$2,875.00	\$2,415.00	\$3,150.00
Lido Park Pavilion	\$3,629.00	\$3,137.00	\$3,530.00	\$3,850.00
Warren Webster Building	\$15,694.00	\$14,337.50	\$17,835.00	\$18,680.00
McKenney Park Pavilion	\$10,463.00	\$10,566.25	\$9,820.00	\$9,360.00
Belle Vista 2 Pavilion	\$5,308.00	\$4,175.50	\$2,955.00	\$5,560.00
Total All Roofs	\$58,998.00	\$53,778.25	\$54,480.00	\$60,990.00

Total Price if the contract is split
and the City utilizes separate contractors.
\$49,506.50

Unit Prices

T&G Decking - LNFT	\$1.75	\$11.25	\$6.00	\$8.00
1-1/2 x 1-1/2 fascia and drip edge - LNFT	\$2.50	\$3.15	\$4.25	\$4.00
T-111 plywood - SQFT	\$2.25	\$3.75	\$3.70	\$6.00
2x12 fascia board - LNFT	\$3.50	\$10.62	\$6.00	\$20.00
2x8 fascia board - LNFT	\$2.45	\$8.75	\$5.50	\$12.00
2x6 fascia board - LNFT	\$1.75	\$7.50	\$5.00	\$10.00
4" aluminum drip edge - LNFT	\$2.75	\$2.00	\$2.60	\$7.00
6" aluminum drip edge - LNFT	\$2.95	\$2.75	\$2.90	\$10.00

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

Issue Considered: Appointment to the Firefighters' Pension Board of Trustees

Date: March 25, 2014

Prepared By: Michael Bonfield, City Manager *MB*

Summary of Issue: The term for one of the Commission appointed positions on the Firefighters' Pension Board of Trustees is complete in March. The current appointee, Mr. Bruno Falkenstein, has expressed his desire to serve another two year term on the Board.

Requested Motion: "I move to appoint Bruno Falkenstein to the Firefighters' Pension Board of Trustees."

Attachment: Correspondence from Bruno Falkenstein

From: [Bruno Falkenstein](#)
To: [Colette Graston](#)
Subject: Re: Fire Pension Board
Date: Wednesday, March 12, 2014 11:09:13 AM

Yes if at all possible I would
Thank you
Bruno

Sent from my iPhone

On Mar 12, 2014, at 9:37, Colette Graston <Colette@stpetebeach.org> wrote:

Hi Bruno,

Your term on the Fire Pension Board expires this month; and I am contacting you to see if you want to continue on the Board? Please let me know as soon as possible!

Thanks Bruno – Hope everything is going well!

Colette Graston

Executive Assistant
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727.363.9232

<image001.png>

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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

Issue Considered: Appointment to the Police Pension Board of Trustees

Date: March 25, 2014

Prepared By: Michael Bonfield, City Manager *MB*

Summary of Issue: The term for one of the Commission appointed positions on the Police Officers' Pension Board of Trustees is complete in March. The current appointee, Mr. Jerry Gorup, has expressed his desire to serve another two year term on the Board.

Requested Motion: "I move to appoint Jerry Gorup to the Police Officers' Pension Board of Trustees."

Attachment: Correspondence from Jerry Gorup

From: [Jerry Gorup](#)
To: [Colette Graston](#)
Subject: Re: Police Pension Board
Date: Wednesday, March 12, 2014 5:02:49 PM
Attachments: [image001.png](#)

Yes please...

On Mar 12, 2014 11:35 AM, "Colette Graston" <Colette@stpetebeach.org> wrote:

Hi Jerry,

Hope everything is going well for you. Your term on the Police Pension Board expires this month; so I am contacting you to see if you want to continue on the Board?

Please let me know as soon as possible.

Thanks Jerry!

Colette Graston

Executive Assistant

City of St. Pete Beach

155 Corey Avenue

St. Pete Beach, FL 33706

[727.363.9232](tel:727.363.9232)



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

Issue Considered: Appointment to the General Employees' Pension Board of Trustees

Date: March 25, 2014

Prepared By: Michael Bonfield, City Manager *MB*

Summary of Issue: The term for one of the Commission appointed positions on the General Employees' Pension Board of Trustees is complete in March. The current appointee, Ms. Joanne Lentino, has expressed her desire to serve another two year term on the Board.

Requested Motion: "I move to appoint Joanne Lentino to the General Employees' Pension Board of Trustees."

Attachment: Correspondence from Joanne Lentino

From: [Joanne Lentino](#)
To: [Colette Graston](#)
Subject: RE: General Employees Pension Board
Date: Thursday, March 13, 2014 3:56:56 PM
Attachments: [image001.png](#)

Great, and thanks.

Joanne

From: Colette@stpetebeach.org
To: joanne899@msn.com
Subject: RE: General Employees Pension Board
Date: Thu, 13 Mar 2014 14:52:22 +0000

Hi Joanne,

Yes, you did assume the term of the previous trustee. So your new term will be March 2014 – March 2016!

Thanks
Colette

From: Joanne Lentino [mailto:joanne899@msn.com]
Sent: Thursday, March 13, 2014 10:23 AM
To: Colette Graston
Subject: RE: General Employees Pension Board

Hi Colette,

My the time does fly. Did I assume someone's term when I joined the board? I thought my term was for one year.

I looked back on my notes and the application I submitted to be considered was dated Oct. 2013.

I will gladly continue to serve. I just want to make sure I have the dates right. Thank you, Collette.

Joanne

From: [Colette@stpetebeach.org](#)
To: [joanne899@msn.com](#)
Subject: General Employees Pension Board
Date: Thu, 13 Mar 2014 13:26:09 +0000

Hi Joanne,

Your term on the General Employees' Pension Board expires this month. I am contacting you to see if you would like to continue to serve on the Board? Please let me know as soon as you can.

Thank you,

Colette Graston

Executive Assistant

City of St. Pete Beach

155 Corey Avenue

St. Pete Beach, FL 33706

727.363.9232



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

Issue Considered: Authorize the City Manager to enter into a purchasing agreement with TLC Diversified, Inc., for \$1,519,000 for the Rehabilitation for Pump Station #2.

Date: 03/25/14

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: Bids were received on December 11th for the Rehabilitation of Wastewater Master Pump Station #1 & #2. Only one bid was received. Staff has made contact with other bidders to inquire about their no bid status. The City of St. Petersburg had released a lift station project on a quick bid that had a bid date of 12/12/13, the day after our bid. St. Petersburg's project was less complicated, less risk, and less time intensive. Most bidders found the St. Petersburg project as a more favorable project to bid and thus decided to not bid our Pump Station Rehabilitation project.

The engineer's estimate for rehabilitation of Pump Station #2 was \$1,500,000. The City Commission previously approved the purchase of the pumps for Station #2. Staff worked with the contractor and the design engineers to complete value engineering on the station and was able to deduct over \$400,000 of cost associated with the original design by moving the wetwell, modifying and elevating the building, and modifying the inflow piping. This eliminates costly dewatering and sheet piling.

Staff feels confident that the bid received for Station #2 is a fair price for the work that is required at the station. TLC Diversified, Inc., has completed lift station work for the City in the past with most recently completing the rehabilitation of Lift Station #4 in Pass-A-Grille.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement with TLC Diversified, Inc., for \$1,519,000 for the Rehabilitation for Pump Station #2."

Attachments: Bid Tab
Purchasing Agreement
Design Exhibits

**Reviewed by
City Manager:**

MB



Bid Tabulation - Pump Station #1 & #2

12/11/2013

10:00AM

Base Bid	<u>TLC Diversified</u>
Pump Station #1	\$528,000.00
Pump Station #2	\$1,965,000.00

Total for Stations #1 & #2	\$2,493,000.00
----------------------------	----------------

Alternates	<u>TLC Diversified</u>
Alternate #1 - Spare Pump for Station #1	\$91,500.00
Alternate #2 - Spare Pump for Station #2	\$32,000.00

Items Required to Be Submitted with Bid	<u>TLC Diversified</u>
Submitted 2 Copies	Yes
Bidder's Contract Proposal Form	Yes
Bid Schedule	Yes
Project Schedule	Yes
References and Qualifications	
<i>3 References (within past 5 years)</i>	Yes
<i>Firm's History & Personnel Experience</i>	Yes
<i>Claims/Disputes</i>	Yes
<i>Bonding Capacity</i>	Yes
Certificate of Insurance	Yes
Bid Bond	Yes
Contractor Proof of License	Yes
List of Subcontractors	Yes
Subcontractor Insurance and Licensing	Yes
Contractor's Education and Training	Yes
Addendum Acknowledgment	Yes
Vendor Form	No

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

TLC Diversified, Inc.
Pump Station #2

THIS AGREEMENT is hereby executed this 25th day of March, 2014, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and TLC Diversified, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than January 25th, 2015.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$1532.00 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$1,519,000.00, as full consideration for the goods or services provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

TLC Diversified, Inc.
2719 17th St. East
Palmetto, FL 34221

As to City:

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

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

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

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

TLC Diversified, Inc.

Vendor

BY


THORSTON LAMBERSON PRESIDENT
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

APPROVED AS TO FORM:

MIKE DAVIS
CITY ATTORNEY

ATTEST:

CITY CLERK

The contractor must comply with the Florida public records laws and must:

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

This is a new legal requirement.

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011\(2\)](#).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14



Pump Station #2 Value Engineering

Station shall be constructed as per VE exhibit dated January 2014.

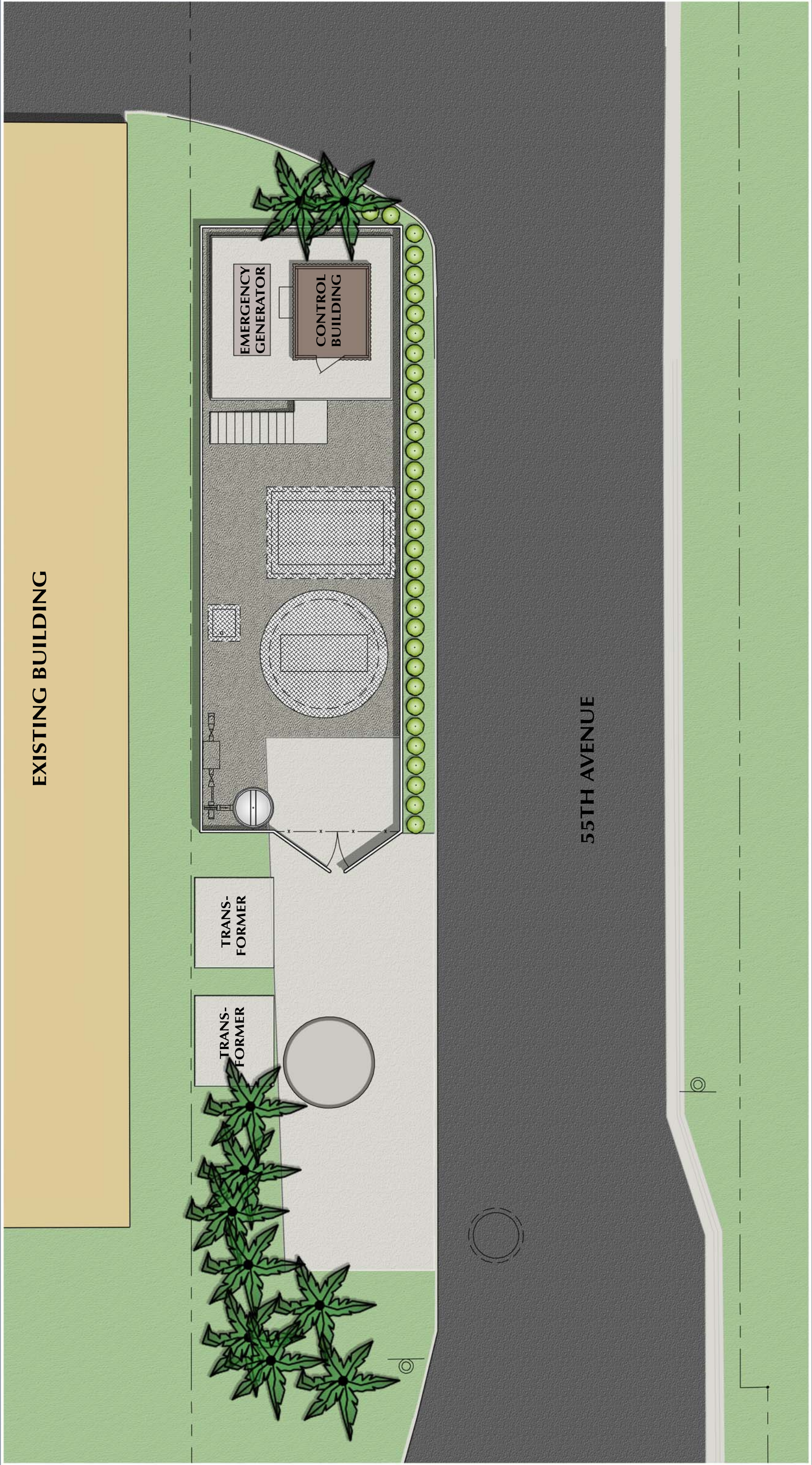
Control building shall be elevated as per details provided by TLC by Leesburg Concrete. All engineering for building, elevated slab, columns, and piers shall be provided by TLC and Leesburg Concrete. The building design shall be based off of Pump Station #1 and include the following:

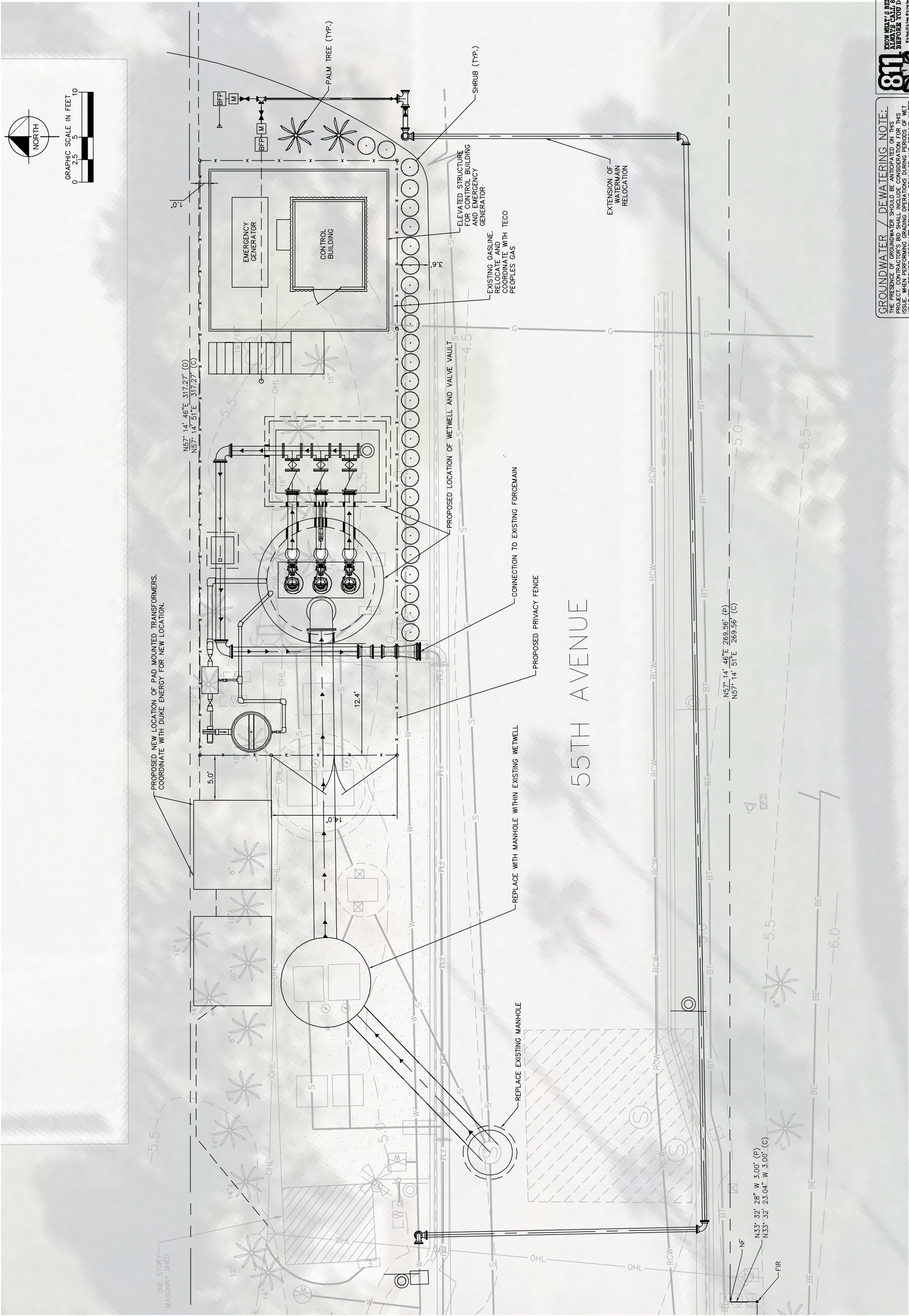
- Barreled Tiled Gabled Roof
- Building exterior with clapboard
- Intake and exhaust pressure treated louvers
- Slab and building to be painted color of owner's choosing
- Two circular windows
- Powder coated railing around entire perimeter
- Elevated slab
- Precast stairs with intermediate landing and rail
- Columns and piers
- Additional geotechnical as required.
- 8' PVC Privacy Fence w/gates as shown on the exhibit.

New wet well shall be constructed via caisson method. TLC shall provide additional geotechnical services required for the caisson method installation.

Eliminate the outside drop and install a 48/24 drop bowl with 24" drop pipe. If the 24" drop pipe won't work, then a 30" drop pipe can be utilized.

Scope for station demolition, temporary road, and other station construction related items not specifically mentioned remained as designed and specified in the construction documents dated October 2013.





GROUNDWATER / DEWATERING NOTE:
THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, CONTRACTOR SHALL TAKE PRECAUTIONS TO PREVENT UNDESIRABLE MANAGEMENT TO CONTROL MOISTURE OF SOILS.



DATE: FEBRUARY 2014
PROJECT NO: 148404000
SHEET NUMBER: X-0.1

CITY OF ST. PETE BEACH
PUMP STATION NO. 1 & 2
REHABILITATION
PINELLAS COUNTY
FLORIDA

VALUE
ENGINEERING
EXHIBIT

SCALE: AS NOTED
DESIGNED BY: JMW
DRAWN BY: JRT
CHECKED BY: WEW
DATE: 5/3/23
DESIGN ENGINEER: WAYNE E. WHITE, P.E.
FLORIDA REGISTRATION NUMBER: 53232

© 2013 KIMLEY-HORN AND ASSOCIATES, INC.
655 NORTH FRANKLIN STREET, SUITE 150, TAMPA, FL 33602
WWW.KIMLEY-HORN.COM CA 00000696
Kimley-Horn and Associates, Inc.

NO.	REVISIONS	DATE	BY



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

Issue Considered: Authorize the City Manager to sign an agreement with Duke Energy for undergrounding electrical for Pump Station #2 for \$38,096.69.

Date: 03/25/14

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: As a part of the Pump Station #2 project, the electrical needs to be upgraded, moved, and ungrounded in order to relocate and rebuild the station. The location of the existing power is in the way of the new station construction. In order to continue with Pump Station #2 construction, Duke Energy needs to install a loop feed at 55th Ave. and Gulf Blvd along with new pad mount transformers and new poles on 55th Ave.

Requested Motion: "I move to authorize the City Manager to sign an agreement with Duke Energy for undergrounding electrical for Pump Station #2 for \$38,096.69."

Attachments: Duke Energy Invoice
Duke Energy Preliminary Plan

**Reviewed by
City Manager:** MB



Duke Energy
St. Petersburg, Florida
November 14, 2013

INVOICE

CITY OF ST PETE BEACH
FINANCE DEPARTMENT
155 COREY AVE
ST PETE BEACH FL 33706

Please mail remittance and signed copy
of Invoice to:

Duke Energy Florida, Inc
Attn: CIAC Central BAY72
P.O. Box 14042
St. Petersburg, FL 33733

Service Address:

5501 GULF BLVD LIFT 2
ST PTRSBG BCH FL 33706

Account Number:

74377-37522

WMIS WR Number:

635848

Work Description:

INSTALL LOOP FEED FOR LIFT STATION #2 REBUILD

CIAC Due: \$38,096.69

This invoice reflects Contribution in Aid of Construction (**CIAC**) for the above referenced work.

Agreement: The customer acknowledges receipt of invoice cover letter and further understands Customer is responsible for removing all obstructions from the route along which the Company's facilities are to be installed. Company shall not be responsible for any damage to shrubs, trees, grass, sod or any other foliage or property caused by the Company's equipment during installation of the Company's facilities. In addition, the Company shall not be responsible for the repair or replacement of underground facilities on the Customer's property damaged during the installation of the Company facilities, unless, prior to the Company's construction, the owner of the facilities clearly identified and marked the location of such facilities pursuant to any applicable statutory requirements concerning underground facility damage prevention.

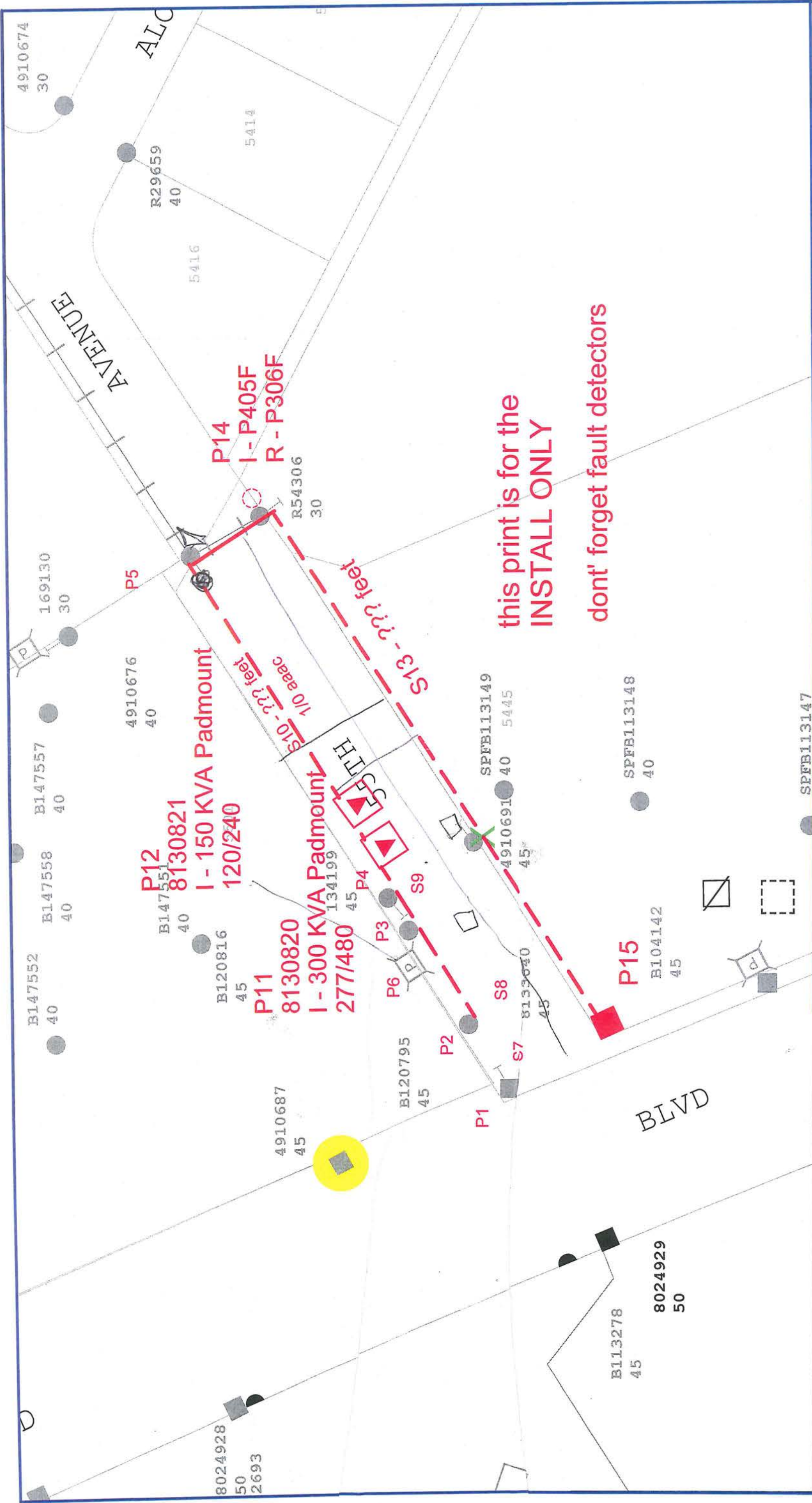
The undersigned hereby authorizes Duke Energy to perform this work with necessary labor, facilities and equipment and acknowledges the Invoice amount becomes invalid if the signed agreement is not received by Duke Energy on or before 30 days from the date of this invoice.

Customer Signature

Date: _____

Name (Please print or type)

CITY OF ST PETE BEACH
FINANCE DEPARTMENT
155 COREY AVE
ST PETE BEACH FL 33706



Duke Energy - Florida Region		PRE-JOB SAFETY BRIEFING REQUIRED BEFORE STARTING WORK	
JOB TYPE: #JOBTYP Missing#		BREAKER: #BREAKER Missing#	
#ADDRESS Missing#		#UPSTREAM PROTECTION DEVICE Missing#	
#CITYST Missing#		#USPROTDEV Missing#	
DATE: #DATE Missing#		WORK REQUEST: #WORKREQ Missing#	
TRUCK ACCESS: #TRUCKACCESS Missing#		OPERATION CENTER: #OPCENTER Missing#	
#TXA Missing#		TA: #TA Missing#	
S-T-R: #STR Missing#		LAT LONG: #LATLONG Missing#	
		1 OF 1	

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

Issue Considered: Waive the bid requirement and authorize the City Manager to sign an agreement with Xylem Water Solutions USA, Inc., for direct purchase of the pumps for Lift Stations 5, 6, 9, and 12 for \$146,057.

Date: 03/25/14

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: As part of the LS 5, 6, 9, and 12 Rehabilitation project the City has decided to save on the sales tax and mark-up and direct purchase the pump package for LS 5, 6, 9 and 12. This yields a savings of nearly \$20,000. In an effort to continue with standardizing equipment throughout our wastewater collection system; these are the same pumps we recently installed in LS #4 and LS #10. This makes these stations interchangeable with parts and easier for training and maintenance. Xylem Water Solutions USA, Inc. is the sole source and manufacturer of these pumps.

Requested Motion: "I move to waive the bid requirement and authorize the City Manager to sign an agreement with Xylem Water Solutions USA, Inc., for direct purchase of the pumps for Lift Stations 5, 6, 9, and 12 for \$146,057."

Attachments: Lift Stations Pump Quote

**Reviewed by
City Manager:**

MB



Xylem Water Solutions USA, Inc.
2152 Sprint Blvd. Apopka Florida 32703
Phone: 407-880-2900 • Fax: 407-880-2962

1 of 3

To: City of St. Petersburg Beach
Attn: Renee Cooper
CIP Construction Manager

Date: February 3, 2014

Subject: St. Pete Beach-LS #5
Quote Number: 2014-APO-0213

We are pleased to offer the following equipment:

- (2) 4"NP3102/465 Flygt pumps 5 H.P. FM, 3/230V with 50' motor cable, w/plotted test, hydro test and zinc anodes
- (2) 15'x 1/4" lift chains, 316ss
- (2) 4"x 4" discharge connections
- (8) Threaded rods w/adhesive cartridges, 316ss
- (4) 15'x 2" guide rails, 316ss
- (2) 2" upper guide brackets, 316ss
- (1) Cable holder, 316ss
- (1) 35"x 64" (29"x54" clear opening) aluminum angle frame and cover, H20 load rated w/safety grate
- (1) 39"x 49" (36"x 48 clear opening) aluminum angle frame and cover, H20 load rated
- (1) Duplex Control panel to St. Pete Beach, includes PC 1000 controller, sub transmitter, Minicas & spare parts
- (4) 40' ENM floats
- (1) Start-up service

Price: \$ 36,818.00 plus taxes, freight included, F.O.B. factory.

Subject: St. Pete Beach-LS #6
Quote Number: 2014-APO-0214

We are pleased to offer the following equipment:

- (2) 4"NP3102/465 Flygt pumps 5 H.P. FM, 3/230V with 50' motor cable, w/plotted test, hydro test and zinc anodes
- (2) 20'x 1/4" lift chains, 316ss
- (2) 4"x 4" discharge connections
- (8) Threaded rods w/adhesive cartridges, 316ss
- (4) 20'x 2" guide rails, 316ss
- (2) 2" upper guide brackets, 316ss
- (1) Cable holder, 316ss
- (1) 35"x 64" (29"x54" clear opening) aluminum angle frame and cover, H20 load rated w/safety grate
- (1) 42"x 60" (42"x 48 clear opening) aluminum angle frame and cover, H20 load rated
- (1) Duplex Control panel to St. Pete Beach, includes PC 1000 controller, sub transmitter, Minicas & spare parts
- (4) 40' ENM floats
- (1) Start-up service

Price: \$ 37,605.00 plus taxes, freight included, F.O.B. factory.



Xylem Water Solutions USA, Inc.
2152 Sprint Blvd. Apopka Florida 32703
Phone: 407-880-2900 • Fax: 407-880-2962

2 of 3

Subject: St. Pete Beach-LS #9
Quote Number: 2014-APO-0215

We are pleased to offer the following equipment:

- (2) 4"NP3102/465 Flygt pumps 5 H.P. FM, 3/230V with 50' motor cable, w/plotted test, hydro test and zinc anodes
- (2) 15"x 1/4" lift chains, 316ss
- (2) 4"x 4" discharge connections
- (8) Threaded rods w/adhesive cartridges, 316ss
- (4) 15"x 2" guide rails, 316ss
- (2) 2" upper guide brackets, 316ss
- (1) Cable holder, 316ss
- (1) 35"x 64" (29"x54" clear opening) aluminum angle frame and cover, H2O load rated w/safety grate
- (1) 42"x 60" (42"x 48 clear opening) aluminum angle frame and cover, H2O load rated
- (1) Duplex Control panel to St. Pete Beach, includes PC 1000 controller, sub transmitter, Minicas & spare parts
- (4) 40' ENM floats
- (1) Start-up service

Price: \$ 36,899.00 plus taxes, freight included, F.O.B. factory.

Subject: St. Pete Beach-LS #12
Quote Number: 2014-APO-0216

We are pleased to offer the following equipment:

- (2) 4"NP3102/465 Flygt pumps 5 H.P. FM, 3/230V with 50' motor cable, w/plotted test, hydro test and zinc anodes
- (2) 20"x 1/4" lift chains, 316ss
- (2) 4"x 4" discharge connections
- (8) Threaded rods w/adhesive cartridges, 316ss
- (4) 20"x 2" guide rails, 316ss
- (2) 2" upper guide brackets, 316ss
- (1) Cable holder, 316ss
- (1) 32.5"x 48.5" (29"x41" clear opening) aluminum angle frame and cover, H2O load rated w/safety grate
- (1) Duplex Control panel to St. Pete Beach, includes PC 1000 controller, sub transmitter, Minicas & spare parts
- (4) 40' ENM floats
- (1) Start-up service

NOTE: Valve Vault Cover by Others

Price: \$ 34,735.00 plus taxes, freight included, F.O.B. factory.

THIS PROPOSAL WILL EXPIRE IN NINETY (90) DAYS UNLESS EXTENDED IN WRITING BY XYLEM, INC.

NOTE: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.



3 of 3

Xylem Water Solutions USA, Inc.
2152 Sprint Blvd. Apopka Florida 32703
Phone: 407-880-2900 • Fax: 407-880-2962

TERMS: Subject to credit approval net 45 days after date of invoice or 100% payable before start-up of equipment (whichever comes first). A service charge of 1.5% per month will be added to all balances unpaid 30 days after invoice date. Failure to pay in accordance with these terms will void all warranties. A cancellation charge of 20% of the value of the order will be assessed for special orders or control panels cancelled after production is completed.

CONDITIONS:

1. Price is firm based on our receiving complete approval and release for productions four (4) weeks after drawings have been submitted by Xylem, Inc.
2. PARTIAL BILLING WILL BE MADE ON ANY PARTIAL SHIPMENT.

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED FACSIMILE COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

Xylem Water Solutions USA, Inc.

Company Name: _____

Accepted By: _____

Print Name: _____

Date: _____



Steve Dennis

Nicklaus of Florida, Inc.

March 18, 2014

City of St. Pete Beach
Attn: Mr. Mike Bonfield, City Manager
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Case # 2014 – 0004
Nicklaus of Florida, Inc.
Conditional Use Application

Dear Mr. Bonfield;

As you know, Nicklaus of Florida, Inc. recently purchased the property on the corner of Punta Vista Drive and Gulf Blvd. Soon thereafter, Nicklaus of Florida, Inc. made application for Conditional Use of the property pursuant to Section 38.4(h) of the St. Pete Beach Land Development Code to permit the establishment of a commercial off-premise parking lot. That application was set for hearing in February. In advance of that hearing, we thought it would be proper to ask the local residents their concerns regarding the request and to get input on proposed improvements we had submitted to the City. That community get together was delayed and therefore, we asked the city to postpone the hearing in February until we had a chance to meet.

I am writing again today to advise that we met with the neighbors earlier this month. The majority of the residents were very positive of the plans to improve the property, as well as expressing appreciation for our consideration of some unique issues relative to the bus stop and ingress and egress from the site. We did, however, at the end of the meeting discover that there was a concern that if the applicant was granted its Conditional Use that the parcel would be granted permanent parking rights in perpetuity. As we made clear at the gathering with the neighbors, please be advised that the Owner has no intention of using this parcel as a permanent parking lot.

Therefore, based on the above mentioned concerns, we are considering the option of changing the application to a 'Temporary Parking' permit, similar to those granted to other vacant lot property owners on Gulf Blvd. and withdrawing the request for a "Permanent Parking" Conditional Use as a means to alleviate the concerns of our neighbors. In addition, as soon as we have clarity of our options, we would immediately begin efforts to beautify the parcel and to remove the overgrown vegetation that has been left unattended.

At this time, we are requesting a postponement of this hearing for another 30 days, until such time as all options can be reviewed regarding converting of Owner's application to a temporary parking permit and what process that request will entail. We hope by this effort that the Owners and the residents will see this as a meaningful compromise to everyone's satisfaction.

Thank you for your consideration.



H. Gregg Nicklaus
Nicklaus Of Florida, Inc.
d/b/a Sirata Beach Resort

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

Issue Considered: Authorize the City Manager to sign a Duke Energy Florida, Inc. Distribution Easement to provide three phase electrical service for Lift Station 12.

Date: 03/25/14

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: As a part of the Lift Station 12 Rehabilitation Project we need to run three phase power to the station for the new pumps. The closest source is north of McKinney Park so we plan to run it through the park to the lift station. In order to do this a distribution easement is needed.

Requested Motion: "I move to authorize the City Manager to sign a Duke Energy Florida, Inc. Distribution Easement to provide three phase electrical service for Lift Station 12.

Attachments: Duke Energy Letter
Duke Energy Easement

**Reviewed by
City Manager:** MB



2166 Palmetto Street
Clearwater, FL. 33765: CW-13

Jason.McDarby@duke-energy.com

o: 727.562.5706
f: 727-562-5753

February 26, 2014

Steve Hallock
155 Corey Ave.
St. Pete Beach, Florida 33706

RE: Duke Energy Florida, Inc. Distribution Easement
Property: 9300 Blind Pass Road, St. Pete Beach, Florida 33706
Project: SP-14-643487
Parcel ID: 25-31-15-78318-114-0050; 25-31-15-78318-114-0040;
25-31-15-78318-114-0030

Dear Mr. Hallock:

Duke Energy Florida, Inc., d/b/a Duke Energy is pleased to provide power to the above referenced property. Enclosed are the necessary easement documents required for the installation of electrical facilities. These documents need to be executed by a Corporate Officer before two different witnesses, and the notary will need to complete the acknowledgement. If available, the corporate seal should also be affixed.

Kindly return two (2) of the executed Easements, with original signatures, to this office. For your convenience, I have enclosed a self addressed envelope. The third copy is for your records. Instructions are included for proper execution of the documents.

Please note Duke Energy is unable to move forward with the scheduling of construction without the receipt of these properly executed documents.

If you have any questions regarding the Easement documents, please do not hesitate to contact my office at 727-562-5706. We look forward to working with you and meeting your electric service needs.

Sincerely,

Jason McDarby for Tuyet La
Land Agent
Distribution Right of Way - Florida

Enclosures

CORPORATE EASEMENT INSTRUCTION SHEET

Acceptable Signature/Seal Combinations:

One Corporate Officer (VP or higher) + Corporate Seal + Notary

One Corporate Officer (VP or higher) + Two Witnesses + Notary

Each individual's name must be typed or legibly written under each signature line, including witnesses.

NOTE:

If someone other than a Corporate Officer signs on behalf of the corporation, Duke Energy Florida, Inc. must have a Power of Attorney, Corporate Resolution or Letter of Authorization designating authority to execute documents regarding real estate holdings to that individual.

The address of the Corporation must be typed or legibly written below the signatures on the designated lines.

The acknowledgment must be fully completed, signed and sealed by the Notary. The Notary seal must be in black ink according to Florida State Statute 117.05. The Notary's name must be typed or legibly written below the signature line. Also, the information under the Notary's signature must be typed or printed in the spaces shown. The Notary must state if the person(s) signing is personally known to him/her, and if the person(s) did/did not take an oath. The form of identification presented to the Notary must be indicated (such as Florida Driver's License).

Do not alter Easements without Duke Energy Florida, Inc.'s prior approval, as this form has been approved by the Florida Public Service Commission.



SEC: 25	TWP: 31S	RGE: 15E	COUNTY: Pinellas	PROJECT: SP-14-643487
GRANTOR: The City of St. Pete beach				
SITE ADDRESS: 9300 Blind Pass Road, St. Pete Beach, Florida 33706				
TAX PARCEL NUMBER: 25-31-15-78318-114-0050; 25-31-15-78318-114-0040; 25-31-15-78318-114-0030				

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("**GRANTOR**"), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to **DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY**, a Florida corporation ("**GRANTEE**"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by **GRANTEE** or others, said facilities being located in the following described "Easement Area" within **GRANTOR'S** premises in Pinellas County, to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** facilities to be installed at mutually agreeable locations under, over, across and through the following described property to accommodate present and future development:

Lots 3, 4 and 5, Block 114, ST. PETERSBURG BEACH NORTH UNIT NO. 10, according to the map or plat thereof, as recorded in Plat Book 44, Page 32, Public Records of Pinellas County, Florida

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include: (a) the right for **GRANTEE** to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further **GRANTEE** hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of **GRANTEE's** safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for **GRANTEE** to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of **GRANTEE**, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for **GRANTEE** to trim or remove any trees or vegetation adjacent to, but outside the Easement Area which, in the reasonable opinion of **GRANTEE**, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for **GRANTEE** to enter upon land of the **GRANTOR** adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and **GRANTOR** reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to **GRANTEE** herein.

This document prepared by Kristy Parker, Esq.
Return to: Duke Energy - Land Services
2166 Palmetto Street,
Clearwater, FL. 33765; CW-13

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted transformer. If **GRANTOR's** future orderly development of the premises is in physical conflict with **GRANTEE's** facilities, **GRANTEE** shall, within 60 days after receipt of written request from **GRANTOR**, relocate said facilities to another mutually agreed upon Easement Area in **GRANTOR's** premises, provided that prior to the relocation of said facilities (a) **GRANTOR** shall pay to **GRANTEE** the full expected cost of the relocation as estimated by **GRANTEE**, and (b) **GRANTOR** shall execute and deliver to **GRANTEE**, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by **GRANTOR**. In the event facilities are located outside of this legal description, **GRANTOR** shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

GRANTOR covenants not to interfere with **GRANTEE's** facilities within the Easement Area in **GRANTOR's** premises, and **GRANTOR** further covenants to indemnify and hold **GRANTEE** harmless from any and all damages and injuries, whether to persons or property, resulting from interference with **GRANTEE's** facilities by **GRANTOR** or by **GRANTOR's** agents or employees.

GRANTEE agrees to indemnify and hold **GRANTOR** harmless for, from and against any and all losses, claims or damages incurred by **GRANTOR** arising directly from **GRANTEE's** negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of **GRANTEE's** facilities located on the above described easement.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement.

REST OF THE PAGE

INTENTIONALLY LEFT BLANK

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this _____ day of _____, 2014.

GRANTOR:

ATTEST:

A Municipal Corporation

Secretary

Print or Type Name

Print or Type Name

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor(s) mailing address:

Signature of First Witness

155 Corey Ave

Print or Type Name of First Witness

St. Pete Beach, Florida 33706

Signature of Second Witness

Print or Type Name of Second Witness

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 2014, by _____ and _____, its President and its Secretary, respectively of _____, a _____ (State) Corporation, on behalf of the Corporation who is/are personally known to me or who has/have produced _____ as identification.

CORPORATE SEAL

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

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

Issue Considered: Authorize the City Manager to enter into a purchasing agreement with Hinterland Group, Inc., for \$385,735 for the Rehabilitation of Lift Stations 5, 6, 9, and 12.

Date: 03/25/14

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: Lift Stations 5, 6, 9, and 12 were identified as the smaller lift stations that were in the direst need of repair with failing controls and alarms, pumps that needed to be serviced multiple times per day/night and equipment that needed to be replaced.

Bids were received on February 20th for the Rehabilitation of Lift Stations 5, 6, 9, and 12. Three bids were received. Staff has previously worked with each of the contractors that submitted bids and the low bidder, Hinterland Group, recently completed manhole rehabilitation projects and the Lift Station #10 Rehabilitation project.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement with Hinterland Group, Inc., for \$385,735 for the Rehabilitation of Lift Stations 5, 6, 9, and 12."

Attachments: Bid Tab
Purchasing Agreement
Lift Station Locations

**Reviewed by
City Manager:**

MB



Bid Tabulation - Lift Station #5, 6, 9, 12

2/20/2014

10:00AM

Base Bid	<u>Kloote</u>	<u>TLC</u>	<u>Hinterland</u>
Lift Station #5	\$250,000.00	\$135,500.00	\$106,345.00
Lift Station #6	\$350,000.00	\$110,000.00	\$94,080.00
Lift Station #9	\$475,000.00	\$142,200.00	\$110,210.00
Lift Station #12	\$275,000.00	\$75,600.00	\$75,100.00
Total for all Stations	\$1,350,000.00	\$463,300.00	\$385,735.00

Alternate #1 - Spare Pump	\$30,833.00	\$33,000.00	\$30,000.00
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*Kloote Contracting did not include SCADA equipment.

Items Required to Be Submitted with Bid	<u>Kloote</u>	<u>TLC</u>	<u>Hinterland</u>
Submitted 2 Copies	No	Yes	Yes
Bidder's Contract Proposal Form	Yes	Yes	Yes
Bid Schedule	Yes	Yes	Yes
Project Schedule	Yes	Yes	Yes
References and Qualifications			
<i>3 References (within past 5 years)</i>	No	Yes	Yes
<i>Firm's History & Personnel Experience</i>	Yes	Yes	Resumes Only
<i>Claims/Disputes</i>	No	Yes	Yes
<i>Bonding Capacity</i>	No	Yes	Yes
Certificate of Insurance	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Contractor Proof of License	Yes	Yes	Yes
List of Subcontractors	Yes	Yes	Self-Perform
Subcontractor Insurance and Licensing	No	Yes	N/A
Contractor's Education and Training	Yes	Yes	Yes
Addendum Acknowledgment	Yes	Yes	Yes
Vendor Form	Yes	No	Yes

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Hinterland Group, Inc.
Rehabilitation of LS #5, 6, 9, and 12

THIS AGREEMENT is hereby executed this 25th day of March 2014 between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Hinterland Group, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than September 30th, 2014.

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$385,735.00, as full consideration for the goods or services provided hereunder.

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

Hinterland Group, Inc.
5401 Haverhill Rd., Unit 114
West Palm Beach, FL 33407

As to City:

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

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

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

N/A

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

Hinterland Group, Inc.
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY



BY

CITY MANAGER

Daniel Duke III, President
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

MIKE DAVIS
CITY ATTORNEY

CITY CLERK

The contractor must comply with the Florida public records laws and must:

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

This is a new legal requirement.

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011](#)(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

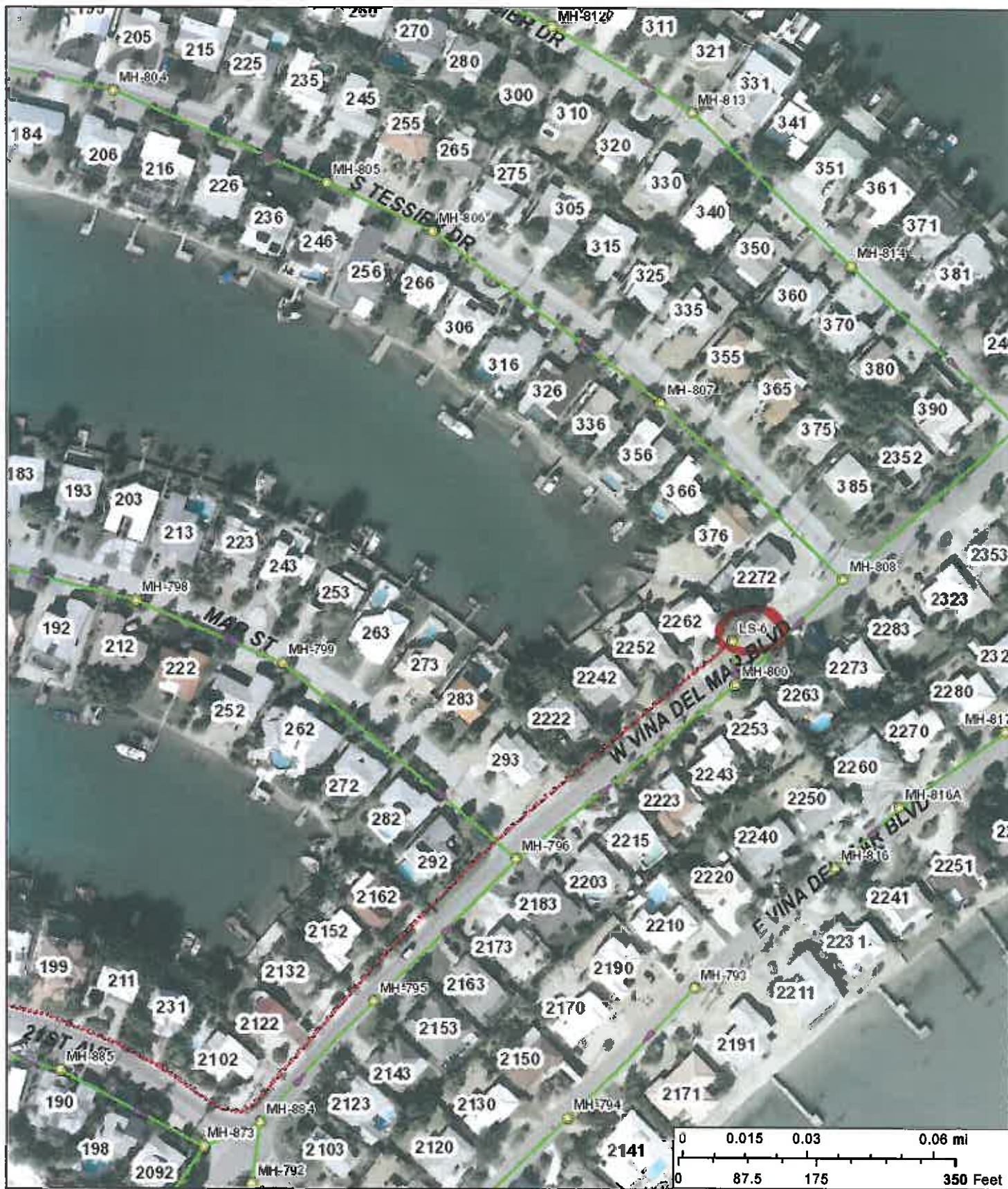
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14

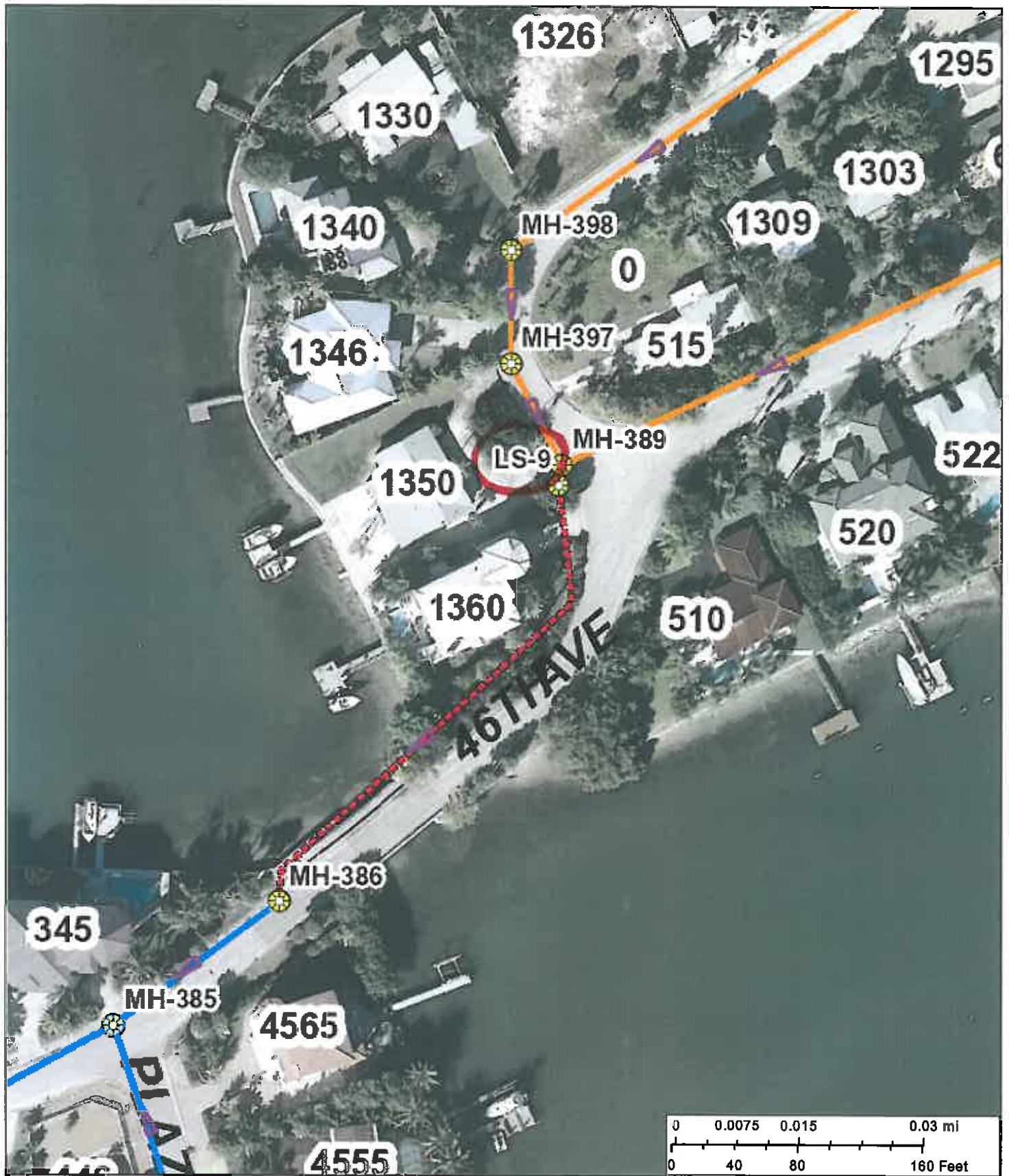


March 17, 2014



Manholes



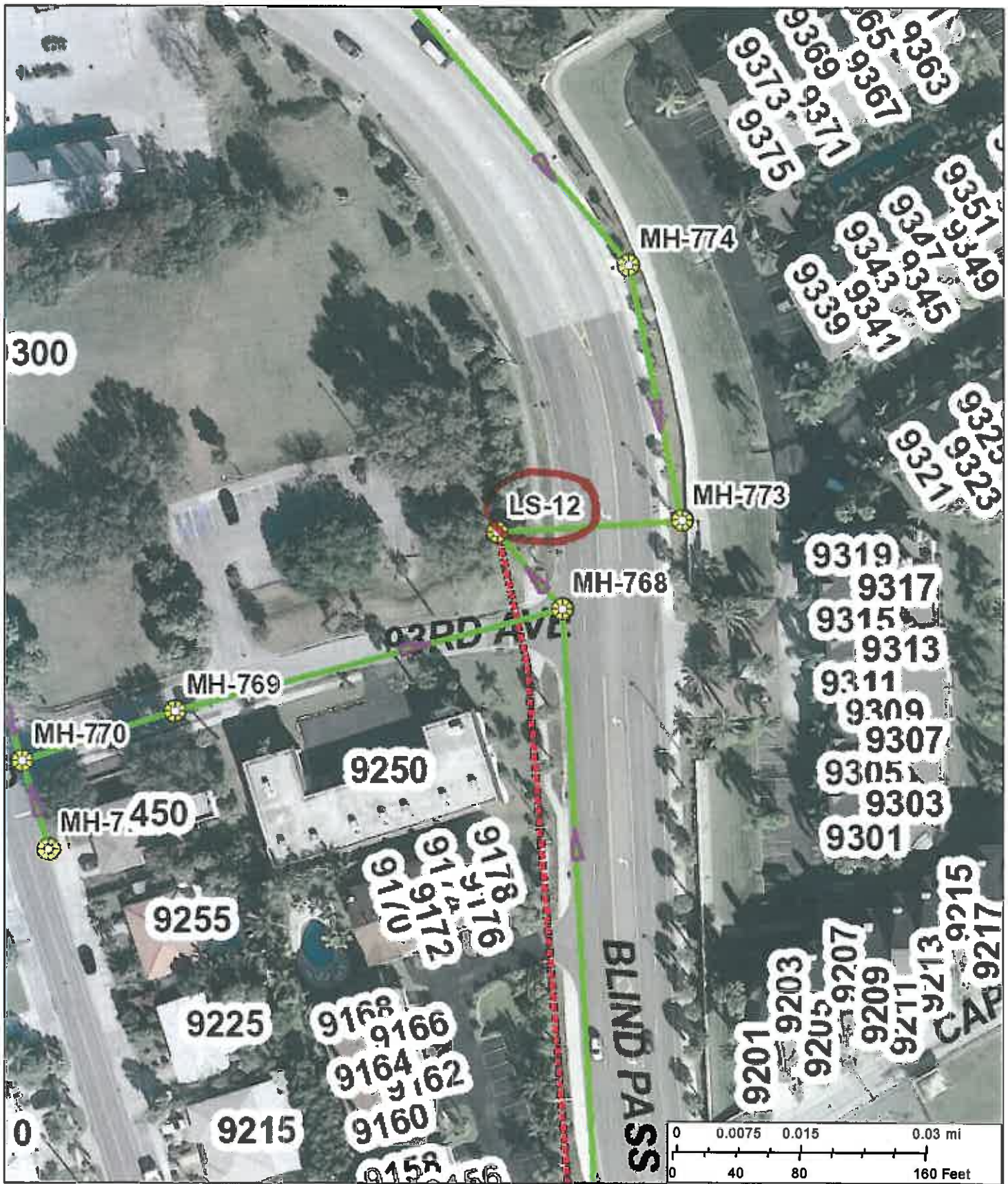


March 17, 2014



Manholes





March 17, 2014



Manholes



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

ISSUE CONSIDERED: First Reading: Ordinance 2014-02 providing a supplemental appropriation and revenue for fiscal year 2014 to the Wastewater Fund and providing for funding.

DATE: March 25, 2014

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2014-02 provides a supplemental appropriation to the Wastewater Fund in the amount of \$928,039. The adjustment is to fund the following:

- Purchase and installation of new pumps at master pump station #1. Project originally budgeted at \$446,010. The actual costs include engineering of \$61,010, purchase of the pumps at \$337,757, installation/construction charges of \$528,000 for a total cost of \$926,767. Project over original budget by \$480,757.

This project is considered an emergency repair. The original budget was based on replacing 2 pumps in the south wet well only. After pump failures last year, the decision was made to proceed with replacing the 2 pumps in the north wet well too. This basically doubled the original project scope.

- Total renovation to Pump Station #2. Project originally budgeted at \$1,228,000. The actual costs include engineering of \$78,000, purchase of pumps at \$130,400, installation/construction charges of \$1,519,000, project oversight of \$10,000, upgrades in electric service by Duke Energy of \$38,100 for a total cost of \$1,775,500. Project over original budget by \$547,500.

The project budget initially submitted anticipated some savings from having the construction company already in the City for pump station # 1 repairs that were not realized. In addition, the original budget did not include upgrades to the electric service at the pump station.

- Rehabilitation of lift stations 5, 6, 9 and 12. Project originally budgeted at \$557,500. The actual costs include engineering of \$77,500, purchase of the pumps at \$146,047, installation/construction costs of \$385,735, permit fees of \$1,000, upgrade in electric service by Duke Energy of approximately \$60,000 for a total cost of \$670,282. Project over original budget by \$112,782.

Due to an increase in failures at these lift stations, this project was added to the FY 2014 budget and is considered an emergency repair. The city had an engineering proposal of \$77,500 and used \$120,000 per lift station reconstruction for the original budget. The \$120,000 was used because the low bid for a smaller project (lift station 10) came in at \$116,112. The expectation was that construction costs would not increase as rapidly as they have proven to over the last year.

The sum of the above overages totals \$1,141,039. These costs will be partially offset by delay in renovations to lift station # 3 which was budgeted for \$163,000 and manhole replacements of \$50,000 leaving a shortfall of \$928,039.

The shortfall will be funded by wastewater reserves of \$600,000 and a loan from the general fund of \$328,039 to be paid back in fiscal year 2015.

REQUESTED MOTION: “I move to approve Ordinance 2014-02, (read title)...

ATTACHMENTS: Ordinance 2014-02

**REVIEWED BY
CITY MANAGER:** *MB*

ORDINANCE 2014-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR A SUPPLEMENTAL APPROPRIATION TO THE WASTEWATER FUND FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2013-21, Budget Ordinance; and

WHEREAS, the authority for appropriation amendments is provided in Article III, Section 3.13 (a) of the City Charter; and

WHEREAS, the city commission wishes to amend the wastewater fund budget for additional capital expenditures in fiscal year 2014 and provide funding for same.

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

Section One. An increase to the wastewater fund for improvements to master pump stations 1,2,5,6,9 and 12 for a total amount of \$928,039. Such increase is to be funded by \$600,000 from wastewater reserves and a loan from the general fund of \$328,039.

Section Two. This ordinance shall become effective upon final passage.

Maria Lowe, MAYOR

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

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2014.

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

Issue Considered: Resolution 2014-02 authorizing the submission of a public library construction grant to the Department of State, Division of Library and Information Services, for the expansion and renovation of the St. Pete Beach Library Facility and adjacent parking area; and providing for an effective date.

Date: March 25, 2014

Prepared By: Elaine Edmunds, Administrative Director

Summary of Issue: The fiscal year 2014 adopted five year capital improvement plan includes expansion and renovation of the existing library and development of the adjacent parking area. This project is to be started in FY2015 and completed in FY2016.

The project includes funding from grants awarded by the Pinellas Public Library Cooperative and the State of Florida. The Pinellas Public Library Cooperative grant monies have already been awarded to the City.

The deadline for submission of the grant to the State of Florida is April 1. In order to be considered for funding, the State requires a resolution from the City indicating financial support for the project.

Requested Motion: "I move to approve Resolution 2014-02."

Attachments: Resolution 2014-02

Reviewed by
City Manager: MB

RESOLUTION 2014-02

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, AUTHORIZING THE SUBMISSION OF A PUBLIC LIBRARY CONSTRUCTION GRANT TO THE DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES FOR THE EXPANSION AND RENOVATION OF THE ST. PETE BEACH LIBRARY FACILITY AND ADJACENT PARKING AREA, PROVIDING FOR AN EFFECTIVE DATE.

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida, at a regular meeting held Tuesday, March 25, 2014, resolves as follows:

WHEREAS, the library collections, services and programs have demonstrated value to the community and its residents; and

WHEREAS, the City Commission supports the plan for a comprehensive expansion and renovation of the current St. Pete Beach Library facility and adjacent parking area; and

WHEREAS, the City of St. Pete Beach is submitting a Public Library Construction Grant to the Department of State, Division of Library and Information Services.

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

Section 1. Authorization for submission of the Public Library Construction Grant application.

Section 2. Michael Bonfield, City Manager, is authorized to sign the application and provide required certifications.

Section 3. Assurance that the required match of a dollar for dollar of the grant request will be available and unencumbered at the time of the grant award.

Section 4. Assurance that funding is sufficient and will be available in order that the project will result in a completed library building.

Section 5. Assurance that upon completion of the project, sufficient funds will be available to operate the facility.

Section 6. Assurance that the building will be used exclusively for the public library purpose for which constructed or altered, and submit proposed changes in use to the Division for approval if within 20 years of the completion of the construction project.

Section 7. Assurance that the project will competitively award construction contracts based on the submission of sealed bids, proposals submitted in response to a

request for proposal, proposals submitted in response to a request for qualifications or proposals submitted for competitive negotiations.

Adopted this 25th day of March, 2014.

MAYOR

ATTEST:

CITY CLERK