



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, August 28, 2024 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708

This Meeting will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT**

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record, and the organization or group you represent. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.

If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. Completing a comment card is not mandatory.

4. **FIRE**
 - A. Presentation to Lt. Andrew Childers
 - B. ITB #24-07 Awning Over Parking Pad/Storage at the Fire Station
 - C. Approval of Construction Manager at Risk for Redington EMS Station
 - D. Approval of 2024 Emergency Medical Services ALS First Responder Agreement and FY25 ALSFR Budget
5. **BOARD OF COMMISSIONERS**
 - A. Flood Insurance Update/Homestead Issue - Letter to State
 - B. PCPAO City of MB Right-of-Way (ROW) Map Information - Election Candidates Campaign Sign Placement-Sign Codes

6. COMMUNITY DEVELOPMENT

A. John's Pass Village Activity Center Standards

B. Discussion of potential amendments to Alcoholic Beverages, Noise, and Special Events in the Madeira Beach Code of Ordinances

7. MARINA

A. RFP 2024-03 City Seawall Repairs and Replacements

8. PUBLIC WORKS

A. ITB 2024-08 Archibald Restroom Project Discussion

B. Rubicon Software Contract Approval

9. ADJOURNMENT

One or more Elected or Appointed Officials may be in attendance.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: 8/28/2024

RE: Presentation to Lt. Andrew Childers

Background

Lieutenant Andrew Childers began his employment with the Madeira Beach Fire Department in July 2012. He was promoted to Lieutenant on October 13, 2014, and was recognized as the 2014 EMS All-Star and the 2021 MBFD Firefighter of the Year.

Shortly after his promotion, Lt. Childers assumed the responsibilities of the Department's Training Officer and Peer Fitness Coordinator. He is a certified Fire Instructor and teaches at the SPC Fire Academy. Lt. Childers developed a fitness training protocol with required evaluations to ensure the overall health and fitness levels of MBFD firefighters. He also took on the responsibility of overseeing the Department's Water Rescue Program, creating protocols for training requirements, assignment of duties for each member, and the replacement/repair of all water rescue equipment. Lt. Childers serves as the liaison between MBFD and Pinellas County Fire/EMS for the County's Water Rescue Program. In addition to these extra assignments, he coordinates the department's run cards, served on the Truck Committee for the 2017 and 2022 acquisitions of Rosenbauer fire apparatus, and took on the role of Union DVP. In recent years, Lt. Childers volunteered to step down as Training Officer and was assigned the duties of Operations Officer. This newly created role was designed to streamline day-to-day operations within the department, and Andy has excelled in this position as well.

The appreciation for his commitment to improving the Department and the relationships he has built with neighboring departments and City Officials is echoed throughout the MBFD staff. "I have complete faith in him as a leader and respect his ongoing efforts to strengthen our team and help us continue to learn and grow," said one colleague. Others note, "He always leads by example, and I know he has our backs no matter the situation," "He is very knowledgeable and displays patience when instructing others," and "He pushes us all to be better and work better together," adding, "He loves his job, and it shows."

It is bittersweet as we bid farewell to Lt. Childers. After 12 years of outstanding service, his last day with the Madeira Beach Fire Department will be September 2, 2024.





MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: 8/28/2024

RE: ITB #24-07 Awning Over Parking Pad/Storage At The Fire Station

The Fire Department constructed a storage area with a parking pad to store and access department's equipment, tools and training materials including Brush 25. The highwater vehicle is utilized during storms and flooding. Per contractual agreement with the State of Florida, this vehicle must be covered when stored. Staff placed ITB #24-07 for the construction of an awning over the parking pad/storage area at the Fire Department. The invitation closed at 1:30 pm on July 12, 2024, followed up by bid opening. Staff received 3 submittals; once opened, staff reviewed each bid to ensure all items were properly submitted and confirmed the amounts of each bid. Muratte Construction Company tendered the bid in the amount of \$26,647.66 and met the specifications of the ITB. This is a Tampa Bay construction company with various projects completed locally. Staff met with a representative of Muratte Construction after announcing the bid award to confirm the specs and construction time of project.

Fiscal Impact

The construction of the awning is proposed at \$26,647.66 and will be paid by the American Rescue Plan Act (ARPA) Funds.

Recommendation(s)

Staff recommends approval of Muratte Construction proposal to construct an awning over parking/storage area at the fire station in the amount of \$26,647.66

Attachments

- ☐ Muratte Construction Proposal

Revised – December 27, 2018



- Bid Opening Day - July 12, 2024
- Members Present: Clint Belk, Trish Eaton
- Meeting called to begin at 13:40 hrs. Proposals opened in no particular order.
- 300 Municipal Drive, City Hall, Shade Conference Room
- ITB#24-07 Awning over parking pad/storage area at Fire Station

Bid #1: Walker Awning

- Proposal: \$135,011.66
- Cost appears to be very high versus quotes prior to bid process
- Detailed proposal with warranties and materials submitted

Bid #2: Mali Contracting Co.

- Proposal: \$19,127.30
- Good price
- No details (materials, warranties, etc.)

Bid #3: Murratte Construction Co.

- Proposal: \$26,647.66
- Good price
- Detailed proposal with material, wind rating. Provided eight copies for the bid committee. Most professional of the proposals.

After reviewing the proposals it was decided to award the bid to Murratte Construction Co. based off of the above price point and providing information requested.

- Meeting adjourned at 14:05 hrs.

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the complete build-out of the downstairs office suite, per the signed and sealed plans at the price(s) stated in **Exhibit A – Bid Pricing**.

Exhibit A – Bid Pricing

Note: The City requires a 5% contingency amount, in addition to the contract amount, for any incidentals.

GRAND TOTAL OF BID (labor, materials and 5% contingency) \$ 26,647.66

PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor’s invoices must be submitted to the City’s project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City’s receipt of same unless City Commission approval is required. Any portion of an invoice covering Work or materials which are disputed by the invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until all conduit, junction boxes, and other required equipment or materials are installed; Work is completed; the Work sites are restored to “as good or better” conditions; and, the Work has been inspected and accepted by the City’s construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount, will be withheld.

Vendor: Murate Construction Co

Date: 7/11/24

ADDITIONAL MATERIALS/ADDENDA

Additional Materials submitted (mark one):

 No additional materials have been included with this bid

 X Additional Materials attached (describe--attach additional pages if needed)

MCC hereby proposes to provide a 40'-0" Long x 20'-0" Wide x 12'-0" Tall Carport - Roof Canopy only

Frame work is 12 gauge with site specific engineered drawing with a wind load rated of 170 mph.

This price includes the following insurance coverages

- 1 million dollar auto policy Combined Single limit - Auto Liability (discount on proposal is available if coverage is reduced)
- 1 million / occurrence & 2 million general aggregate - General Liability
- 1 million / occurrence & 2 million general aggregate - Pollution Liability (discount on proposal is available if coverage is removed)
- 500K for each employee accident & disease

Addenda Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at <http://www.madeirabeachfl.gov> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt

No Addenda has been issued

Vendor Name Muratte Construction Co. Date: 7/11/24

VENDOR INFORMATION

Company Legal / Corporate Name: Muratte Construction Co.

Doing Business as (if different than above): _____

Address: P.O. Box 341527

City: Tampa State: FL Zip: 33694

Phone: 813-293-8300 Fax: N/A

Email address: Phillip@MuratteConstruction.com Website: N/A

State License#: CBC-056098 PCCLB License #: I-CBC-056098

DUNS #: N/A

Remit to address (if different than above):

Order from address (if different from above):

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: Phillip A. Muratte Fax: N/A

Phone: 813-293-8300 E-Mail Address: Phillip@MuratteConstruction.com

Day-to-Day Project Contact (if awarded):

Name: Phillip A. Muratte Fax: N/A

Phone: 813-293-8300 E-Mail Address: Phillip@MuratteConstruction.com

Certified Small Business Certifying Agency: City of Tampa, Hillsborough County & FDOT

Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: _____

City of Tampa, Hillsborough County & FDOT

SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

Phillip A. Muratte
 Authorized Signature
 Phillip A. Muratte

 Printed Name
 President

 Title
 Muratte Construction Co.

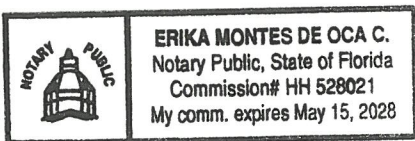
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 11th day of July, 2024,

by Phillip A. Muratte (name of person whose signature is being notarized) as the President (title) of Muratte Construction Co (name of corporation/entity), personally known or produced (type of identification) as identification, and who Driver License did/did not take an oath.



Erika Montes de Oca C.
 Notary Public
 Erika Montes de Oca C.
 Printed Name

My Commission Expires: May 15, 2028
NOTARY SEAL ABOVE

OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Madeira Beach.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Muratte Construction Co.

Signature: 

Printed Name: Phillip A. Muratte

Title: President

Date: 7/11/24

ATTACHMENT "A"

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

Bond No. _____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to The City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, FL 33708, 727-391-9951, in the sum of \$ _____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner, which contract was awarded pursuant to ITB #24-07, for construction of the build-out of the downstairs office suite, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

The project to be performed under the contract is to provide and install an awning/carport for covered storage of fire department apparatus outside located at 250 Municipal Drive, Madeira Beach, FL 33708.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 20____.

(Name of Principal)

(Name of Surety)

ATTACHMENT "A"

By _____
As Attorney in Fact for Surety

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ (name and title of corporate officer) of
_____ (name of corporation), a _____ (state or place of
incorporation) corporation, on behalf of the corporation. He/she is personally known to me or
has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b) the principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

ATTACHMENT "B" CONTRACT

This CONTRACT made and entered into this ____ day of _____, 20 24 by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and Muratte Construction Co. _____, of the City of Madeira Beach _____, County of Pinellas _____, and State of Florida, hereinafter designated as the Contractor".

WITNESSETH:

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

PROJECT NAME: Fire Department Storage Awning

PROJECT # ITB No. 24-07 _____

in the amount of \$ \$26,647.66

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID**, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

CONTRACT

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractors own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2019), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach 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; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach 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 City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

City of Madeira Beach:

Attest:

By: _____
Mayor

By: _____
City Clerk

{Insert Name of Contractor}
MURATTE CONSTRUCTION CO.

By: *Phillip A. Muratte, President*

Print Name: Phillip A. Muratte

Title: President

CONTRACT

Exhibit A – CONTRACTOR BID RESPONSE

Exhibit B – CITY INVITATION TO BID

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF MADEIRA BEACH
IN PINELLAS COUNTY, FLORIDA**

By: (SEAL) City Manager

Countersigned:

By: _____
Mayor Anne Marie Brooks

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).

Attest:

City Clerk

Approved as to form:

City Attorney

MURATTE CONSTRUCTION CO.

(Contractor)

By: *David R. Muratte, President* (SEAL)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Item 4B.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Murate Constructon Co.</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions. P.O. Box 341527</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code Tampa, FL 33694</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
5	9	-	3	2	1	7	0	0	2

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

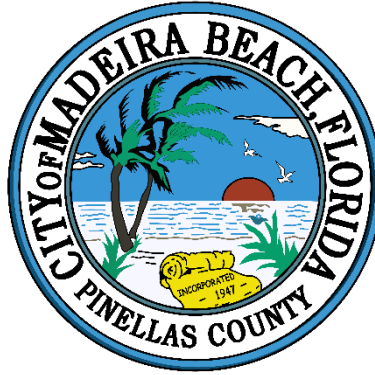
What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



ITB#24-07
Awning/Cover for Outside Vehicle Storage

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Madeira Beach (City) until **1:30 PM July 12, 2024**, to provide an awning/carport for outside, covered vehicle storage.

Brief Description: The City of Madeira Beach is soliciting sealed bids for the purchase and installation of an awning/carport for an asphalt area to provide covered storage of fire department apparatus outside.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the City of Madeira Beach until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda will be given on a thumb drive at the mandatory pre bid conference.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process or technical questions concerning this solicitation should be directed, IN WRITING, to the following:

NAME: Clint Belk
TITLE: Fire Chief
EMAIL: cbelk@madeirabeachfl.gov

NAME: Trish Eaton
TITLE: Executive Administrative Assistant
EMAIL: teaton@madeirabeachfl.gov

This Invitation to Bid is issued by:
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
727-391-9951

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact(s) listed on page 1. Questions should be submitted in writing via email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.

Lobbying prohibited. After the issuance of any solicitation, or during renegotiation of any existing contract, no prospective proposers, bidders or offerors, or their agents, representatives or persons acting at the request of such offerors, shall contact, communicate with, or discuss any matter relating to the solicitation or the renegotiation with any city officers, agents or employees other than the single point of contact set forth in the solicitation, unless otherwise expressly provided for in the solicitation or otherwise directed by the designated point of contact. This prohibition does not prohibit the making of oral presentations to evaluation committees when invited to do so, nor does it prohibit proposers, bidders or offerors from responding to questions posed by City Commissioners during a public meeting at which contract award is being discussed by the Commission. Otherwise, this prohibition ends upon the execution of the final contract or when the solicitation has been canceled or the renegotiation is terminated.

i.2 **ADDENDA / CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on Demandstar.com as well as the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check Demandstar.com as well as the City of Madeira Beach Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes: _____ No: X
Mandatory Attendance: Yes: _____ No: X

Date: **Time:** **Location: 300 Municipal Dr., Madeira Beach FL**

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date:

Time:

Location: City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708

The City will open all bids properly and timely submitted and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the city website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting the City of Madeira Beach.

i.5 **BID FIRM TIME:** 90 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** Yes _____ No X

If so, designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Madeira Beach (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Madeira Beach should the bidder selected fail to execute a contract when requested.

PAYMENT AND PERFORMANCE BOND:

Yes _____ No X

Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best’s Key Guide, latest edition. The form of this payment and performance bond shall be as the form attached to this ITB as **Attachment “A”**.

i.7 **BID SUBMITTAL TO:** Bids must be delivered by hand, post, or courier service to the address below. Use label at the end of this solicitation package.

City of Madeira Beach
Attn: Fire Department
300 Municipal Drive, Madeira Beach FL 33708

No responsibility will attach to the City of Madeira Beach, its employees or agents for premature opening of a bid that is not properly addressed and identified.

i.8 **LATE BIDS:** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Madeira Beach, or any private courier, regardless of whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Madeira Beach, Florida local times. The bidder agrees to accept the time stamp in by the Building Department Office as the official time.

i.9 **COMMENCEMENT OF WORK:** If bidder begins any billable work prior to the City’s final approval and execution of the contract, bidder does so at its own risk.

i.10 **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The city is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The city will not be responsible for any bidder errors or omissions.

i.11 **FORM AND CONTENT OF BIDS:** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The city may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The city does not encourage exceptions. The city is not required to grant exceptions and depending on the exception, the city may reject the bid.

i.12 **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City’s needs may be accepted. Burden of proof that the

product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

i.13 **MODIFICATION / WITHDRAWAL OF BID:** Requests to modify or withdraw a submitted bid **MUST** be in writing and **MUST** be received by the city prior to the day and time bids are opened. Such requests must state the reason for the request, and will be reviewed prior to bid opening, but not acted upon until after bid opening in the sole discretion of the City. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a **MODIFICATION** or **WITHDRAWAL** of the bid. Requests to modify or withdraw a bid will not be considered after bids are opened. Bidders who dishonor their bid shall forfeit their bid bonds.

i.14 **RESPONSIBILITY DISCLOSURES:** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

In addition to this information, please also provide written responses to the following questions:

- Has bidder been sued in civil court for any intentional or negligent tort within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder been sued in civil court for breach of contract within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been criminally charged with any crime related to bidder's performance of work or business practices within the past five years? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been cited by OSHA or any other state or federal regulatory agency within the past five years for violation of regulations resulting from bidder's performance of work or business practices? If so, state the charge numbers, name of citing agencies, and provide a narrative as to the outcome of each.
- Has bidder, or any of its licensed employees or licensed qualifiers, had their license suspended or revoked within the past five years? If so, list each such instance and provide a narrative response as to the reasons for the licensure action and the current status of the suspended or revoked license.

NOTE: The foregoing questions addressing bidder responsibility **MUST** be answered in full and such responses **MUST** be included in submitted bids. Failure to respond to each question posed will result in bids being disqualified. A positive response to any of the foregoing questions will **NOT** result in an automatic disqualification. Rather, the City's evaluation of a bidder's responsibility to perform the work will take into account the overall responses provided, including the nature, volume, and timing of each suit, charge, citation, debarment, suspension, or license action.

i.15 **RESERVATIONS:** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The city may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The city is charged by its Charter to make an award that is in the best interest of the city. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

- i.16 **OFFICIAL SOLICITATION DOCUMENT:** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.17 **COPYING OF BIDS:** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.18 **CONTRACTOR ETHICS:** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
 - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.19 **GIFTS:** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.
- i.20 **TRADE SECRETS:** The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret.
2. Of value.
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the city will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

- i.21 **EVALUATION PROCESS:** Bids will be reviewed by the Bid Review Committee and representative(s) of the respective department(s). The city staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.22 **CRITERIA FOR EVALUATION AND AWARD:** The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.
- a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The city must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) Responsibility. The city will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The city will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) Price. We will then evaluate the bids that have met the requirements above. The City intends to award a contract to the lowest responsive, responsible bidder.
- i.23 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.24 **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.25 **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a Contract are posted to Demandstar.com as well as the City of Madeira Beach website. **It is the bidder's responsibility to check Demandstar.com as well as the City of Madeira Beach's website at <https://www.madeirabeachfl.gov> to view relevant bid information and notices.**

- i.26 **BID TIMELINE:** Dates are tentative and subject to change.
 Release ITB: June 28, 2024
 Bids due: July 12, 2024, at 1:30 PM
 Open Bids: July 12, 2024, immediately following
 Review bids: July 12, 2024, immediately following
 Award recommendation: Tentatively July 8, 2024
 Contract begins: Tentatively July 9, 2024
- i.27 **SUBCONTRACTOR DISCLOSURE:** Bidders must provide with their bids a list of all subcontractors they intend to use to perform the project, including a description of what portions of the work each subcontractor will do, and acknowledging that use of such subcontractors shall not absolve the General Contractor/bidder from complying with the terms and conditions of the awarded contract.
- i.28 **CONTRACT DOCUMENTS:** The successful bidder shall, once the City issues its notice of intent to award, execute and return to the City the form of contract attached to this ITB as **Attachment “B”**, which is made a part hereof. This form of contract, along with the terms and conditions of this ITB, including the Attachments and any addenda thereto, as well as the successful bidders bid, shall collectively constitute the contract between the successful bidder and the City. In the event of any conflict between the documents, the order of precedence shall be the form of contract, the terms of this ITB, and then the bidder’s bid.
- S.1 **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “city, Madeira Beach, agency, requestor, parties”, “bid, proposal, response, quote”.
- S.2 **INDEPENDENT CONTRACTOR:** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the city, Contractor will defend, indemnify and hold harmless the city from all such claims.
- S.3 **SUBCONTRACTING:** Contractor may not subcontract work under this Agreement without the express written permission of the city. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT:** This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT:** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD-PARTY BENEFICIARIES:** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY:** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS:** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

S.9 **TIME OF THE ESSENCE:** Time is of the essence to the performance of the parties' obligations under this Agreement.

S.10 **COMPLIANCE WITH APPLICABLE LAWS:**

a. **General.** Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the city and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

Immigration Compliance: E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the

Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Contractor's contract with the Town cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Town that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Contractor has knowingly violated Florida Statutes §

448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either

for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such

- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

- S.11 **SALES/USE TAX, OTHER TAXES:** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

- S.12 **AMOUNTS DUE THE CITY:** Contractor must be current and remain current in all obligations due to the city during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the city or fees and charges owed to the city.

- S.13 **OPENNESS OF PROCUREMENT PROCESS:** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the city pursuant to this ITB are exempt from public disclosure until such time that the city provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the city withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Clara VanBlargan, phone: 727-391-9951 300 Municipal Dr, Madeira Beach, FL 33708. Cvanblargan@madeirabeachfl.gov

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Madeira Beach (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

- S.14 **AUDITS AND RECORDS:** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the city may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the city.
- S.15 **BACKGROUND CHECK:** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL:** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.17 **DEFAULT:**
- a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the city may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.

S.19 **CONTINUATION DURING DISPUTES:** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

S.20 **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

S.21 **TERMINATION FOR CONFLICT-OF-INTEREST FLORIDA STATUTES SECTION 112:** Pursuant to F.S. Section 112, the city may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT:** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION:** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

S.24 **NON-WAIVER OF RIGHTS:** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

S.25 **INDEMNIFICATION / PRESERVATION OF IMMUNITY:** Each party hereby agrees to fully

indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

- S.26 **WARRANTY:** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES:** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.28 **NO GUARANTEE OF WORK:** Contractor acknowledges and agrees that it is not entitled to deliver any specific number of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the city to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP:** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME:** Contractor will not use the name of the City of Madeira Beach in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **PROHIBITED ACTS:** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

- S.32 **RISK OF LOSS:** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY:** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS:** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION:** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.36 **CONTRACT ADMINISTRATION:** The contract will be administered by the Building Department and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.38 **FUEL CHARGES AND PRICE INCREASES:** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City of Madeira Beach.
- S.39 **NOTICES:** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.40 **GOVERNING LAW, VENUE:** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

- S.41 **INTEGRATION CLAUSE:** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.42 **PROVISIONS REQUIRED BY LAW:** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.43 **SEVERABILITY:** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.44 **SURVIVING PROVISIONS:** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
- S.45 **PUBLIC ENTITY CRIMES STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- S.46 **CERTIFICATES AND PERMITS:** Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.
- S.47 **ATTORNEY FEES:** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).
- S.48 **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.
- S.49 **CONTRACTOR SAFETY:** Contractor shall comply with the OSHA, Florida Department of Commerce Safety Regulations, and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including 29 CFR 1910 and Florida Statutes Chapter 442 (Occupational Safety and Health). Contractor shall take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury or loss to:
- (1) All employees on the Work and other persons and organizations who may be affected thereby.
 - (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Work locations; and
 - (3) Other property at Work locations or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all

passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the City's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed. While the City has the right of access to the Work site and to inspect the Work, the City does not undertake any role in overseeing compliance with the Contractor's duties concerning safety stated herein and as may be required by law and professional industry standards.

DETAILED SPECIFICATIONS

1. **INTRODUCTION.** The City of Madeira Beach (City) is located on the West Coast of Florida in the Tampa Bay region. The City of Madeira Beach is a Gulf Coast barrier island community with an estimated permanent population of 5,000 residents, is home to the historic John's Pass Village, and our beach boasts a pristine 2-mile long stretch of sand.
2. **SCOPE OF WORK.** The City of Madeira Beach (City) is seeking to contract with a vendor to provide and install an approximately 40' long x 20' wide x 12' high awning/carport structure to provide cover to store fire department apparatus outside. The structure will be built on asphalt. The following information must be provided:
 - Wind rating for proposed structure
 - Build materials
 - Warranty information

3. **QUALIFICATIONS.**

4. **DELIVERY.** Delivery hours, if needed, are from 8:00am to 3:00pm, Monday through Friday.

5. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- A. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- B. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- C. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- D. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

DETAILED SPECIFICATIONS

OTHER INSURANCE PROVISIONS

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Auto Liability policies. In addition, when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Madeira Beach
Attn: Fire Department, ITB #24-07
300 Municipal Drive
Madeira Beach, FL 33708

- a. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- b. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- c. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

MILESTONES

1. **BEGINNING DATE OF PROJECT.** 07/22/2024 or sooner if vendor is able to begin after award of bid.
 If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.
2. **PRICES.** All pricing shall be firm; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

BID SUBMISSION

1. **BID SUBMISSION.** It is recommended that bids be hand-delivered to the Madeira Beach City Hall. For bids mailed and/or hand-delivered, bidder must submit eight (8) signed original bids and one (1) electronic format on a Thumb Drive, in a sealed container using the label provided at the end of this solicitation.
2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.
 - 1 (ONE) Original and 1 (ONE) PDF USB Electronic copy
 - Bid pricing form
 - Additional Materials / Addenda
 - Vendor Information form
 - Scrutinized Companies form(s) as required
 - Offer Certification form
 - Attachment "A" (Performance & Payment Bond), signed and notarized
 - Attachment "B" (Contract & Bid Bond), signed & notarized

W-9 Form to be provided by Bidder (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the complete build-out of the downstairs office suite, per the signed and sealed plans at the price(s) stated in **Exhibit A – Bid Pricing**.

Exhibit A – Bid Pricing

Note: The City requires a 5% contingency amount, in addition to the contract amount, for any incidentals.

GRAND TOTAL OF BID (labor, materials and 5% contingency) \$ _____

PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor’s invoices must be submitted to the City’s project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City’s receipt of same unless City Commission approval is required. Any portion of an invoice covering Work or materials which are disputed by the invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until all conduit, junction boxes, and other required equipment or materials are installed; Work is completed; the Work sites are restored to “as good or better” conditions; and, the Work has been inspected and accepted by the City’s construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount, will be withheld.

Vendor: _____

Date: _____

ADDITIONAL MATERIALS/ADDENDA

Additional Materials submitted (mark one):

_____ No additional materials have been included with this bid

_____ Additional Materials attached (describe--attach additional pages if needed)

Addenda Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at <http://www.madeirabeachfl.gov> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt

Vendor Name _____ Date: _____

VENDOR INFORMATION

Company Legal / Corporate Name: _____

Doing Business as (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email address: _____ Website: _____

State License#: _____ PCCLB License #: _____

DUNS #: _____

Remit to address (if different than above):

Order from address (if different from above):

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

_____ Certified Small Business Certifying Agency: _____

_____ Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: _____

SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known _____ or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE

OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Madeira Beach.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent’s offer, or in response to a public records request under Florida’s public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

..... For US Mail

SEALED BID

Submitted by: Company
Name:
Address:
City, State, Zip:
ITB #
Due Date:

City of Madeira Beach
 Attn: **Fire Department**
 300 Municipal Drive
 Madeira Beach FL 33708

..... For US Mail

_For Hand Deliveries, FEDEX, UPS or Other Courier Services _ **SEALED BID**

Submitted by: Company
Name:
Address:
City, State, Zip:
ITB #
Due Date:

City of Madeira Beach
 Attn: **Fire Department**
 300 Municipal Drive
 Madeira Beach FL 33708

..... *For Hand Deliveries, FEDEX, UPS or Other Courier Services*

ATTACHMENT "A"

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

Bond No. _____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to The City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, FL 33708, 727-391-9951, in the sum of \$_____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner, which contract was awarded pursuant to ITB #24-07, for construction of the build-out of the downstairs office suite, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney’s fees, including appellate proceedings that Owner sustains because of a default by Principal under this contact; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

The project to be performed under the contract is to provide and install an awning/carport for covered storage of fire department apparatus outside located at 250 Municipal Drive, Madeira Beach, FL 33708.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety’s obligation under this bond.

DATED ON _____, 20_____.

(Name of Principal)

(Name of Surety)

ATTACHMENT "A"

By: _____
As Attorney in Fact for Surety

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____
by _____ (name and title of corporate officer) of
_____ (name of corporation), a _____ (state or place of
incorporation) corporation, on behalf of the corporation. He/she is personally known to me or
has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

ATTACHMENT "B" CONTRACT

This **CONTRACT** made and entered into this ____ day of _____, 20__ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and _____, of the City of _____, County of _____, and State of Florida, hereinafter designated as the Contractor".

WITNESSETH:

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

PROJECT NAME: Fire Department Storage Awning

PROJECT # ITB No. 24-07_____

in the amount of \$ _____

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID**, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS

CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

CONTRACT

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractors own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2019), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach 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; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach 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 City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

City of Madeira Beach:

Attest:

By: _____
Mayor

By: _____
City Clerk

{Insert Name of Contractor}

By: _____

Print Name: _____

Title: _____

CONTRACT

Exhibit A – CONTRACTOR BID RESPONSE

Exhibit B – CITY INVITATION TO BID

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF MADEIRA BEACH
IN PINELLAS COUNTY, FLORIDA**

By: (SEAL) City Manager

Countersigned:

By: _____
Mayor Anne Marie Brooks

(Contractor must indicate whether Corporation,
Partnership, Company or Individual.)

(The person signing shall, in their own handwriting,
sign the principal's name, their own name, and
their title; where the person is signing for a
Corporation, they must, by Affidavit, show their
authority to bind the Corporation).

Attest:

City Clerk

Approved as to form:

City Attorney

(Contractor)

By: _____ (SEAL)

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

(CORPORATION FORM)

STATE OF FLORIDA

COUNTY OF _____

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being duly sworn, deposes and says:

That they are the _____ (TITLE) of _____, a Florida Corporation, with its principal place of business located at _____ (herein, the "Contractor").

That the Contractor was the General Contractor under a contract executed on the _____ day of _____, 20 with the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

PROJECT NAME: Fire Department Storage Awning

CITY PROJECT # ITB No. 24-07

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material tradesmen in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That Contractor is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of _____ (final full amount of contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

AFFIANT

This _____ day of _____, 20 _____

By: _____

NOTARY PUBLIC

My Commission Expires:

PRESIDENT

BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, who's address is _____
_____, are held and firmly bound unto the
City of Madeira Beach, Florida, in the sum of _____
Dollars (\$ _____) (being a minimum of 5% of Contractor's Total Bid Amount) for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of _____
_____ as Principal, and _____ as Surety,
for work specified as: _____

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and
specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the
above named bidder, and the said bidder shall within ten days after notice of said award enter into a
contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by
the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by
law and the full amount of this Bid Bond will be paid to the City as stipulated or liquidated damages.

Signed this _____ day of _____, 20 ____
(Principal must indicate whether corporation, partnership,
company or individual)

Principal:

Principal:

By: _____

Title: _____

Surety: _____

(The person signing shall, in their own handwriting,
sign the principal's name, their own name, and their
title; where the person is signing for a Corporation,
they must, by Affidavit, show their authority to bind
the Corporation).



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Robin Gomez, City Manager
FROM: Clint Belk, Fire Chief
DATE: August 28, 2024
RE: Approval of Construction Manager at Risk for Redington EMS Station

Background

The City of Madeira Beach and Pinellas County entered into an agreement to allow Chief Belk to oversee the construction of a new Emergency Medical Services Station located at 190 173rd Ave. in North Redington Beach. This is the first step in preconstruction which is hiring a construction manager at risk (CMAR) to ensure the needs of the county, city and towns are met and provide oversight on a regular basis while assisting in the management of the project. A request for quotes (RFQ) was issued on 07/25/24 and closed on 08/23/24.

Fiscal Impact

None

Recommendation

Staff recommends approval of the chosen construction manager at risk. The selection was chosen by the selection committee members: William Queen- Mayor of North Redington Beach, Clint Belk- Fire Chief for Madeira Beach Fire Department, Megan Wepfer- Public Works Director for Madeira Beach, Trish Eaton- Executive Administrative Assistant to Chief Belk.

Attachment(s):

- Request for Quote
- Recommendation's submitted quote documents



Request for Proposals for:
Redington Beaches Emergency
Medical Services Station
RFQ#24-09

City of Madeira Beach

300 Municipal Drive

Madeira Beach, Florida 33708

Point of Contact:

Clint Belk, Fire Chief

PROPOSALS DUE: August 23, 2024, no later than 1:00 p.m.

Request For Qualifications (RFQ)
Construction Management (At Risk) Services
Redington Beaches Emergency Medical Services Station

Project Description: The City of Madeira Beach (“City”), Town of North Redington Beach (“Town”) and Pinellas County (“County”) is seeking a proposal from construction management firms (“Firm” or “Proposer”) for the construction of a two story municipal fire station project (“Project”). The City of Madeira Beach will provide oversight for the Town and County. Madeira Beach Fire Department currently operates one (1) fire station in the City of Madeira Beach and provides fire suppression for Redington Beach, North Redington Beach and Redington Shores through interlocal agreements. The vacant lot located at **190 173rd Avenue E, North Redington Beach, FL 33708** is the focus of this project.

The City intends to design and construct a new Emergency Medical Services (EMS) station that will serve the aforementioned three Redington communities to assist in response time delays for EMS services.

The new EMS station will be constructed on the existing vacant lot located at **190 173rd Avenue E, North Redington Beach, FL 33708** therefore, the design is limited to the existing space available.

The basic design of the new fire station shall include, but is not limited to: a “zoned” design approach to reduce the spread of contaminants throughout the station; **First Floor:** one (1) drive-thru apparatus bay; bunker gear storage; an OSHA-certified decontamination room; two (2) storage bays for the Town equipment (diesel and gasoline); an emergency generator; medical supply room; a biohazard area; **Second Floor:** will include three (3) bunkrooms with appropriate restroom/shower facilities; three (3) office spaces (fire department, law enforcement, town staff/storage as needed); kitchen and dining areas; living/day room; and any other required amenities. The design concepts of the EMS station shall include a two-story proposal.

[Remainder of Page Intentionally Left Blank]

Proposal submittals will be reviewed and ranked by the Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Proposals. The Committee will recommend its ranking of the top Firm to the City Commission for approval, along with their recommendation to proceed with negotiation of a contract to perform the proposed work. Selection will be made in accordance with the Florida Consultants Competitive Negotiations Act, Fla. Stat. § 287.055. The City reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

The responsibility for obtaining, completing, and submitting Proposal Statements to the City shall be solely and strictly the responsibility of the Proposer. The entire response package shall be enclosed in a sealed envelope or container and shall have the following information clearly printed or written on the exterior of the envelope or container:

Redington Beaches EMS Station; RFP#24-09, and the name of the Respondent (person or entity responding to this Notice). Sealed responses must be received by either mail or hand delivery, no later than **August 23, 2024, no later than 1:00 p.m.** Delivery must be during normal working hours, and any response received after the above-stated deadline will be returned, unopened, and will not be considered.

City employees shall in no way be responsible for delays caused by the United States mail or other delivery services, or caused by any other occurrence.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT (AT RISK) SERVICES

Redington Beaches Emergency Medical Services Station

RFP#24-09

All Firms and their agents are hereby placed on notice that they are not to contact members of the City, Town or County Commission or staff, with the exception of the designated liaison identified herein. Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Proposals ("RFP") and written correspondence in regards to this RFP is to be submitted to **City of Madeira Beach, 300 Municipal Drive, Madeira Beach, FL 33708**.

I. GENERAL TERMS AND CONDITIONS

1. All responses shall become the property of the City and may be returned only at the City's option. Information contained in the proposal submittals will not be disclosed during the evaluation process.
2. All Proposers must read and comply with the statement on Public Entity Crimes prior to entering into a Contract with the City.
3. The City will not reimburse Proposer for any costs associated with the preparation and submittal of any responses to this RFP.
4. Proposers acknowledge that all information contained within the Proposal to this RFP is public record to the extent required by State of Florida Public Records Laws. Financial statements are exempt from disclosure under Fla. Stat. § 119.07(1)(c). The details of the RFP documents will remain exempt from public records until final selection.
5. Examination of Records. The Proposer shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the proposer for a minimum of one year from the date the contract is completed and accepted by the City. If any litigation, is started before the expiration of the one year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Proposers shall be authorized to retain microfilm copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by any Proposer is subject to these requirements and the Proposer is required to so notify any such subcontractor(s).

6. The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All Proposers must disclose with their responses the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the respondent's firm or any of the respondent's branches/subsidiaries.

7. Proposers, their agents, and associates shall refrain from discussing or soliciting any City official regarding this RFP during the selection process. Failure to comply with this provision will result in disqualification of the respondent. **Only the designated liaison listed in this RFP may be contacted.**

8. Non-discrimination: Respondent shall not discriminate as to race, sex, color, creed, handicap, or national origin in the operations conducted under this engagement.

9. Due care and diligence have been exercised in the preparation of this RFP. The responsibility for determining the full extent of the services required rests solely with those making responses. Neither the City nor its representatives shall be responsible for exercising the professional judgment required in determining the final scope of services which may be required.

10. All timely Proposals set forth in the Submittal Requirements for Proposers to this RFP will be considered. Proposers are cautioned to clearly indicate any deviations from these qualifications. The terms and conditions contained herein are those desired by the City and preference will be given to those Proposals in full or substantially full compliance with the requested qualifications.

11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, request clarification of information from respondents, to reject any and all responses in whole or in part, with or without cause, and to accept any response, if any, which in the City's judgment, will be in the City's best interest.

12. Any interpretation, clarification, correction, or change to the RFP will be made by written addendum issued by the Public Safety Department. Any oral or other type of communication concerning the RFP shall not be binding. All questions must be submitted in writing and directed to:

Fire Chief Clint Belk

250 Municipal Drive

Madeira Beach, FL 33708

cbelk@madeirabeachfl.gov

13. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer's organization to the performance of the services contemplated by this RFP.

14. Any Proposals submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Proposals. Withdrawal of any Proposal will not prejudice the right of the respondent to submit a new or amended Proposal as long as the City receives the Proposal by the deadline as provided herein. The successful respondent shall hold harmless, indemnify and defend the City, its Council members, employees, representatives, and agents against

any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind of nature arising out of or incidental to respondent's services under this Agreement.

15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the response deadline to this RFP. Should an extension occur, all firms who received a RFP will receive an addendum setting forth a new date and time for the response deadline.

II. SPECIAL TERMS AND CONDITIONS

1. The successful Proposer shall be required to submit proof of licenses or certifications as required by the City and the State of Florida.

2. The successful Proposer shall be required to enter into a contract that will be provided by the City that substantially reflects the requirements of the projects and its RFP. The City reserves the right to waive/adjust any minor inconsistencies between the RFP and the finalized contract between it and the successful Proposer. The City anticipates using a contract similar to the contractual format established by the State of Florida Department of Management Services for the Construction Agreement between Owner and Negotiated General Contractor/Construction Manager.

3. The successful Proposer shall hold harmless, indemnify, and defend the City, its Council members, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind of nature arising out of or incidental to this work.

4. The successful Proposer shall not be allowed to substitute project team members named in this response without prior written permission from the City.

5. The successful Proposer, prior to the signing of a contract and before starting any work on this project, will be required to submit certificates of insurance, and payment and performance bonds.

6. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

III. GENERAL SCOPE OF SERVICES

The Construction Manager, if selected to enter into a contract with the City, will provide a Guaranteed Maximum Price (GMP) for the total construction cost, provide Performance and payment Bonds for the full value of the GMP, and will hold all trade contracts. The City anticipates the following general scope of services, but reserves the right to modify, add, or delete any services listed on the next page.

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a. Design Phase (in conjunction with the services of the Architect) should include, but is not limited to:

- Design review and input
- Total Project Schedule
- Construction cost estimate (including total project cost, draft GMP, and updated GMP)
- Value engineering and construction alternatives
- Coordination and interface of the contract documents general conditions, special conditions, trade contractor bid packages, etc.
- Construction Planning
- Development of trade contractor bid packages and recommendation on the clarification of responsibilities for trade contractors
- Market stimulation for trade contractor bidding
- Construction trade contractor pre-qualifications
- Site utilization planning before and during construction
- Identification of significant direct purchase items and/or long lead items; and
- Plans and Specification reviews including design development, construction documentation, and constructability review.

b. Construction Phase should include, but is not limited to:

- Project meetings
- Scheduling, updates, and planning
- Estimating, including final GMP
- Bidding (selection of the trade contractors and/or material suppliers for the project and bidding must comply with the City's procurement provisions within its Code of Ordinances to the best of the Construction Manager's ability)
- GMP (not to exceed total for the costs of the physical construction and the general conditions necessary for the total construction of the project)
- Trade contract procurement and administration
- Owner-furnished materials
- Cost control
- Project record keeping
- Direct purchasing of materials to recover sales tax in coordination with the City and State requirements
- Site management such as project control, supervision, scheduling, planning, quality assurance, quality control, safety, etc.
- Physical construction
- Information Management
- Change Orders/claims management
- Permitting
- Special inspection coordination (geotechnical, materials testing, threshold inspection, etc.)
- Reporting
- Shop drawings submittals/document control field as-built
- Substantial completion, final completion, warranty compliance inspection, building commissioning, etc.
- Move-in and occupancy coordination, as needed, including training of City personnel; and
- Warranty management.

IV. SUBMITTAL REQUIREMENTS – PROPOSAL STATEMENTS

Proposal Statements and Cost Proposals will be evaluated on the basis of the written document. As such, the documents must be complete, concise, and clear as to the intent of the Proposer. In order to maintain competitiveness and for ease of evaluation, responses to this RFP must be responsive to the following and presented in this format and order:

1. COVER LETTER. Describe your Firm or team’s interest and commitment in providing construction management services to the City. The letter shall be signed by a person authorized to negotiate a contract with the City. (Not considered in the 20-page count of the proposal.)

2. STAFFING, SUB-CONTRACTORS, TEAM EXPERIENCE, AND UNDERSTANDING OF PROJECT & OBJECTIVES. Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar projects. Include an organization chart and provide a matrix including which projects team members have worked on together in the past. A discussion demonstrating the Proposer’s understanding of the project, the goals, the services to be provided, and their significance to the City’s overall goals.

3. WORK PLAN APPROACH AND SCHEDULE. Discuss your Firm’s understanding of the scope of work to be performed and level of effort expected to be performed by each resource. Include an itemized table of estimated person hours by professional classification (or team member) to quantify the level of effort. Describe the method that will be used for scheduling, coordination, management of overall project costs, quality assurance/quality control, and list key or potential issues/risk you may deem critical to this project.

4. RESUMES. Include single-page resumes of the engineers, technicians, key personnel, and sub-contractors (if any) to be assigned to the project. It is expected that designated key staff will remain for the duration of the project. Key staff substitution will be allowed only after an interview and concurrence with the City. (Not considered in the 20-page count of the proposal.)

5. RATE SCHEDULE. The Proposer shall provide the most current rate schedule that includes the rates of all applicable staff that may be assigned to this project. (Not considered in the 20-page count of the proposal.)

6. COST CONTROL. For two (2) of the Projects listed in response to Number 2 above, describe cost-control methods for the design and construction phases. How did you develop cost estimates and how often were they updated? Provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of successful value engineering to maintain project budgets without sacrificing quality. Include a sample of a cost estimate. (Note: follow instructions for Work Product Samples included in this section of the RFP when submitting this example).

7. CONFLICT RESOLUTION. For two (2) of the Projects listed in response to Number 2 above, describe conflicts or potential conflicts with the Owner, Architect, Engineer, or trade contractors, and describe the methods used to prevent and/or resolve those conflicts.

8. JOINT VENTURE. Is the Proposer a joint venture? If so, describe the division of responsibilities between the participating firms, the offices (location) that will be the primary participants, and the percent interest of each firm.

9. REFERENCES. Provide at least five (5) references (name, agency, title, address, and telephone number) for recent similar or related work. (Not considered in the 20-page count of the proposal.)

10. OTHER RELEVANT INFORMATION & EXCEPTIONS. Provide additional relevant information that may be helpful in the selection process including any exceptions taken to the City's standard agreement. (Not considered in the 20-page count of the proposal.)

11. CONFIRMATION OF ACCEPTANCE. By submission of a response to this RFP, the Proposer makes the following acknowledgments/certifications. Include a signed and notarized statement indicating confirmation of acceptance.

a. Your firm/organization/joint venture consents that proposals will not be accepted from any company, firm, person, or party, parent, or subsidiary, against which the City has an outstanding claim, or a financial dispute relating to prior contract performance with the City. At any time the City discovers such a dispute during any point of evaluation, the Proposal will not be considered further.

b. Through a statement of disclosure, your firm/organization/joint venture will provide sufficient detail of any relationship, especially financial, between members of your firm and any City employees or their family members. This will allow the City to evaluate possible conflicts of interest. The City will determine whether the extent of any conflict of interest will disqualify the respondent.

c. Regarding information furnished by the applicant herewith, and as may be provided subsequently (including information presented at interview, if shortlisted).

d. All information of a factual nature is certified to be true and accurate.

e. All statements of intent or proposed future action (including the assignment of personnel and the provision of services) are commitments that will be honored by the Proposer if awarded the contract.

12. IT IS ACKNOWLEDGED THAT:

a. If any information provided by the Proposer is found to be, in the opinion of the Selection Committee of the City Commission, substantially reliable, this Proposal may be rejected.

b. The Selection Committee or City Commission may reject all proposers and may stop the selection process at any time.

c. The selection of finalists for interview will be made on the basis of information provided herein. The interviewed Proposers will be ranked based on their response to the interview questions, and results of reference checks.

d. It is understood that this Proposal must be received by the City of Madeira Beach, 300 Municipal Drive, Madeira Beach, FL 33708, **no later than 1:00 PM on August 23, 2024.**

e. The Proposer has not been convicted of a public entity crime within the past thirty-six (36) months, as set forth in Section 287.133, *Florida Statutes*.

V. SUBMITTAL GUIDELINES

The responsibility for obtaining, completing, and submitting Proposal Statements to the City shall be solely and strictly the responsibility of the Proposer. The entire response package shall be enclosed in a sealed envelope or container and shall have the following information clearly printed or written on the exterior of the envelope or container:

Redington Beaches Emergency Medical Services Station

The name of the Respondent (person or entity responding to this RFP).

The Proposal shall contain 8-1/2" x 11" sheet sizes for the text and 11" x 17" sheet sizes for any drawings. Proposals shall not be more than twenty (20) pages.

The envelope shall be addressed to:

City of Madeira Beach

Ref: Redington Beaches EMS Station

300 Municipal Drive

Madeira Beach, FL 33708

Proposers shall submit Responses consisting of one (1) bound original, eight (8) unbound copies, and one (1) electronic copy in a searchable PDF format provided on a flash drive. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the RFP response must be numbered in a manner to be uniquely identified. RFP responses must be clear, concise, and well organized.

Sealed responses must be received by the Office of the City Clerk, either by mail or hand delivery, no later than **1:00 PM on August 23, 2024**. Delivery must be during the City Hall's normal working hours, any response received after the above stated deadline will be returned, unopened, and will not be considered.

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting contract. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

a. Additional Submittal Information

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

All costs incurred during Proposal preparation or in any way associated with the Proposer's preparations, submission, presentation, or oral interview, if held, shall be the sole responsibility of the Proposer.

If awarded a contract, the Proposer shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City. Firms are liable for all errors or omissions contained in their proposals.

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Work required under this RFP; (2) Proposer comprehends all conditions that may impact the Proposal; (3) Proposer has reviewed of all addenda; and (4) Proposer is capable of providing the equipment, goods, and services necessary to perform the work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposer's own risk. A Proposer shall have no claim against the City based upon ignorance or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the resulting contract shall not be cause to alter any term of the resulting contract, nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation. All Proposals and prices set forth therein shall be deemed to include applicable taxes. The Proposer shall be appropriately licensed in accordance with the laws of the State of Florida for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

b. Non-Obligation

The City retains sole discretion to evaluate proposals and may make an award to the Proposer that the City deems to have the most responsive Proposal. Receipt of Proposals in response to this RFP does not obligate the City in any way to engage any Proposer, and the City reserves the right to reject any or all Proposals, wholly or in part, at any time, without penalty. The City also reserves the right to, in its sole discretion, conduct interviews of the top-ranked Firms that timely and fully respond to this RFP before awarding this Project to the successful Firm. The City shall retain the right to abandon the Proposal process at any time prior to the actual execution of a contract with a Proposer, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any contract entered into.

c. Designated Contact

The awarded Proposer shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms of the final contract.

d. Insurance Requirements

Include proof of insurance furnished by the Proposer's carrier to guarantee the Proposer is insured. The awarded Proposer must file with the City certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

Liability Insurance: The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with the City, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees, or subcontractors with the following liability coverage's limits and with no less than:

Comprehensive General Liability: \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$100,000 each employee, each accident, and \$100,000 each employee/\$500,000 policy limit for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.

Professional Liability/Malpractice/Errors or Omissions: \$1,000,000 per occurrence as appropriate for the type of business engaged in by the Proposer shall be purchased and maintained.

Workers' Compensation: Proposer will obtain and maintain during the life of the final contract workers' compensation insurance in accordance with the laws of the State of Florida, for all of Proposer's employees employed at the site of the Project.

e. Assurances

The Proposer shall provide a statement of assurance that the Proposer is not presently in violation of any statutes or regulatory rules that might have an impact on the Firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply.

f. No Collusion

By offering a submission to this RFP, the Proposer certifies that no attempt has been made or will be made by the Proposer to induce any other person or firm(s) to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and no person other than those therein mentioned has/have any interest in this submission or in a contract to be entered into by the City and a Proposer. Any prospective Proposer shall make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

g. Termination

The resulting contract of this RFP may be canceled by the City when:

- i. Sufficient funds are not available to continue its full and faithful performance of the resulting contract;
- ii. Sub-standard or non-performance of the resulting contract;
- iii. The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party;
- iv. The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

h. Submittal Withdrawal

After submittals are opened, corrections or modifications to submittals are not permitted, but a Proposer may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- i. That the Proposer acted in good faith in submitting the submittal;
- ii. That in preparing the submittal, there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the Proposer;
- iii. That the error was not the result of gross negligence or willful inattention on the part of the Proposer;
- iv. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal;
- v. The Proposer submits documentation and an explanation of how the error was made.

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VI. SCHEDULE AND SUBMITTALS

The City’s target dates are as follows:

Release of RFP: July 26, 2024

Proposal Due: August 23, 2024

Design Contract Award: Recommendation to City Commission at Workshop August 28th, final approval at Regular Meeting September 11th)

Completion of Bid Documents: September 12, 2024

Construction Commencement: Fiscal Year 2024

Construction Completion: Fiscal Year 2025, early Fiscal Year 2026

VII. CITY RESPONSIBILITIES

a. The City will provide access to the Madeira Beach Fire Station (“Fire”) upon advance request from the Firm and approved appointment by Fire.

b. Provide any existing studies or analysis, if available, for the Proposer to review.

VIII. EVALUATION AND SELECTION PROCESS

Proposals will be screened and the top candidates will be reviewed by a selection committee. The proposals for the top candidates will be verified and references will be checked. In reviewing the proposals, the City will carefully weigh:

- Firm’s understanding of the City’s desires and general approach to completing the work;
- Firm’s experience with contracts of similar complexity and magnitude;
- Qualifications of the staff and sub-contractors being assigned to this project;
- Demonstrated ability of the Firm to perform high quality work, to control costs, and to meet time schedules;
- Ability to work effectively and collaboratively with City staff.

Firms will be evaluated in accordance with the weighted criteria listed below. All criteria will be graded on a 1–10 scale, with 1 being the lowest score possible and 10 being the highest score.

Category	Rating (1-10)	Weight (1-5)	Total
1 Experience with Implementation of Similar Projects	4		
2 Qualifications of Staff Members Assigned to This Project	3		
3 Approach and Understanding of the City’s Needs	5		
4 Location of Firm and Staff Assigned to this Project	5		
5 Overall Ability to Execute Services in a Fiscally Responsible Manner	4		
6 Reference Report	3		

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Other qualifications/criteria as deemed appropriate by the Fire Chief or the panel reviewing the Proposals.

The City will begin contract negotiations with the Firm determined to be the most qualified. In the event that a contract cannot be negotiated with the first Firm, the City reserves the right to negotiate with the next qualified Firm(s) until a contract can be reached.

Compensation which is determined to be fair, competitive, and reasonable will be considered during the negotiations of a final contract with the selected Proposer.

Payment for the Project will be on a lump sum basis. Progressive payments will be made but will not exceed the percent as listed for each level.

IX. APPLICABLE LAW AND VENUE

This RFP and all Proposals thereto shall be governed by, construed, and interpreted in accordance with the laws of the state of Florida without regard to the conflicts of law principals in any resulting contract between the selected and successful Proposer. Each of the parties hereto: (1) irrevocably submit itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida, for any state court action arising out of the resulting contract from this RFP between the City and the successful Proposer, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of the resulting contract from this RFP between the City and the successful Proposer; and (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action, or other proceeding, (i) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party thereto is brought in an inconvenient forum or that venue of such suit, action, or proceeding is improper, or that the resulting contract from this RFP between the City and the successful Proposer or the subject matter hereof may not be enforced in or by such courts.

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Certification of Information Provided

I certify that the information and responses provided on this submittal are true, accurate, and complete. The owner of the project or its representatives may contact any entity or reference listed in this submittal. Each entity or reference may make any information concerning the Firm available to the owner.

Signature

Printed Name

As _____(title)

Dated this _____ day of _____, 20____.

STATE OF _____ }

COUNTY OF _____ }

On this _____ day of _____, 20 _____, before me the undersigned

authority, personally appeared _____, to me known to be the individual described in

and who executed the forgoing instrument as _____ (title) of the firm of _____ and acknowledged the execution of same, for and on

behalf of and

as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name)

Personally known _____

Or produced identification _____

Type of identification produced _____

ATTACHMENT "A"**PUBLIC ENTITY CRIME AFFIDAVIT**

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

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MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Robin Gomez, City Manager
FROM: Clint Belk, Fire Chief
DATE: August 28, 2024
RE: Approval of 2024 Emergency Medical Services ALS First Responder Agreement and FY25 ALSFR Budget

Background

The Pinellas County Emergency Medical Services provides for the long-term direction and financial stability of the entire Emergency Medical Services System for Pinellas County through working with the First Responder agencies in providing and assisting in controlling costs.

Each year, under the terms of the ALS First Responder Agreement, a calculation of Emergency Medical Services (EMS) costs for the City of Madeira Beach’s EMS services is completed by the Fire Department along with the assistance from the Finance Department. An annual increase of 3% is allowable, any requests over 3% require a review and if approved, an amendment to the agreement is required.

An increase of 19.49%, was approved by Pinellas County Emergency Medical Services and the Pinellas County Commission and was granted to the City of Madeira Beach, Fire Department for FY25. In FY26, the agreement calls for an increase of station overhead expenses from 1% to 2% by Resolution. FY25 budget is shown in Appendix A of the ALSFR Agreement.

The October 1, 2024 agreement allows for a 5 year renewal between the City of Madeira Beach and Pinellas County. Budget submissions will continue to be annual.

Fiscal Impact

Fiscal impact is an increase of EMS Funding from \$612,973 in FY24 to \$732,432 in FY25.

Recommendation

Staff recommends approval of this 2024 Emergency Medical Services ALS First Responder Agreement which is attached for review.

Attachment(s):

- 2024 EMS ALS First Responder Agreement with Noted Changes
- 2024 EMS ALS First Responder Agreement



**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

CITY OF MADEIRA BEACH

October 1, 2024

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this _____ day of _____, 2024, between the CITY OF MADEIRA BEACH, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

- Appendix A.** ALS First Responder Profile
- Appendix B.** ALS First Responder Contractors
- Appendix C.** EMS Equipment
- Appendix D.** EMS Financial Information Attestation Form
- Appendix E.** Instructor Reimbursement Form
- Appendix F.** EMS Coordination Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

- (a) The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b) The on-scene Patient care by Field Personnel.
- (c) The continuation of Patient care, when Contractor’s Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter.
- (d) The transport of Patients to a medical facility by a Rescue Unit shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (e) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“**ALS**” means Advanced Life Support.

“**ALS First Responder Services**” means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

“**ALS First Responder Station**” means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

“**ALS First Responder Unit**” means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid

response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

“Advanced Life Support” means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

“Advanced Practice Paramedic” or “APP” means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified Paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified as defined in the EMS Rules and Regulations.

“Ambulance” means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

“Ambulance Contractor” means the entity selected by the Authority to provide ambulance service countywide.

“Annual Compensation” means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

“Annual External Audit” means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

“Authority Funded Unit” means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and

between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“**BLS**” means Basic Life Support.

“**BLS First Responder Unit**” means a vehicle equipped to provide Basic Life Support only.

“**Basic Life Support**” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“**CAD**” means the computer aided dispatch system.

“**Caller**” means a person accessing the response system by telephone.

“**Condition 1**” means the normal operation of the EMS System in which Patient Transport is handled by the Ambulance Contractor.

“**Condition 3 Medical**” or “**Condition 3M**” means the procedure to allow ALS First Responder Transport of Patients utilizing Rescue Units during peak periods at the request and approval of the Executive Director or designee.

“**Continuing Medical Education**” or “**CME**” means the medical education training program, through distance learning or classroom-based courses, provided in accordance with the EMS Rules & Regulations.

“**CME Instructor**” means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“**Contractor**” means any one of the entities described on Appendix B.

“**Contractor Funded Unit**” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

- “County”** means Pinellas County, Florida, a political subdivision of the State of Florida.
- “County Certified”** means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.
- “Course”** means any individual CME offering available online through a sufficient number of classroom-based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.
- “Department”** means the State of Florida Department of Health.
- “Disaster”** means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.
- “Emergency Medical Technician” or “EMT”** means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.
- “Emergency Medical Services” or “EMS”** means the services provided by the Contractor pursuant to Section 104.
- “EMS Advisory Council”** means the advisory board established by the Special Act.
- “EMS Districts”** means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.
- “EMS Emergency”** means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.
- “EMS Equipment”** means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.
- “EMS Incident”** means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.
- “Emergency Response”** means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

“EMS Mill” means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

“EMS Ordinance” means Chapter 54, Article III of the Pinellas County Code, as may be amended.

“EMS System” means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

“Executive Director” means the Director of the EMS System, or his or her designee.

“First Due Unit” means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

“Field Personnel” means Paramedics and EMTs employed by Contractor.

“First Responder Services” means ALS First Responder Services.

“Fiscal Year” means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

“Force Majeure” means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

“Just Culture” means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that

encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

“Learning Management System” means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom-based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules & Regulations.

“Medic Unit” means a non-Transport capable ALS First Responder Unit.

“Medical Case Review” means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

“Medical Control” means the medical supervision of the EMS System provided by the Medical Director.

“Medical Control Board” means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

“Medical Direction” means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

“Medical Director” means a licensed physician, or a corporation, association, or

partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“On-Scene Equipment Exchange Program” means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

“Paramedic” means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

“Party” or “Parties” means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Priority Dispatch Protocols” means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

“Public Educator/Community Paramedic” means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

“Regional 9-1-1 Center” means the Communications Center and related telephone,

radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Rescue Unit” means a transport capable ALS First Responder Unit.

“Response” means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

“Response Time” means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

“Rules and Regulations” means the rules and regulations adopted by the Authority, which is subject to amendment.

“Run Cards” means the Regional 9-1-1 Center's computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

“Special Act” means Chapter 80-585, Laws of Florida, as amended.

“Special Events” means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Total Unit Hour Compensation” means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

“Traffic Preemption System” means a comprehensive system provided by the Authority

that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection.

“Transport” means the transportation of Patients to a medical facility by Ambulance or Rescue Unit.

“Uncontrollable Circumstance” means a Force Majeure, an EMS Emergency or a State of Emergency.

“Unforeseen Circumstances” means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

“Unit Compensation” means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

“Unit Hour Compensation” means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

ARTICLE III
REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its

business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization**. This Agreement has been duly authorized by all necessary action on the part of and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability**. This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability**. Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation**. There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing**. Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization**. This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor

and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor

and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

SECTION 403. RESPONSE TIME. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

SECTION 404. CONTINUING MEDICAL EDUCATION.

(a) **Field Personnel.** Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom-based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is

responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the

auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large-scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance**. Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. MEDICAL CASE REVIEWS. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. PERSONNEL.

(a) **Training and Qualifications**. All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct**. Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment**. Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

SECTION 408. EMERGENCY ASSISTANCE

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Condition 3M.** During periods of Condition 3M, Contractors with Rescue

Units shall Transport Patients from EMS Incidents to area hospitals. Contractor shall follow the then current Medical Operations Manual Protocols or medical control directives.

(e) **Mutual Aid.** Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as

long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. PATIENT CARE REPORTING SYSTEM. Contractor shall cooperate with the Authority in refining and improving the fully integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and

responding to EMS Incidents.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) Regional 9-1-1 Center. Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, access to the County's 800MHz High Performance Data (HPD) system, and cellular airtime for all Authority and Contractor Funded Units and reserve Units following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and

shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. LICENSURE AND CERTIFICATION. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

SECTION 416. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS). Contractor shall ensure all Personnel that have access to the CAD System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) to the CJIS Level

2 requirements and have complied with all initial and ongoing training requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD System. Contractor shall have in place local policy to ensure that all rules required by the FDLE surrounding access to CAD and the information contained within are strictly followed.

ARTICLE V
DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. MEDICAL DIRECTION AND CONTROL. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. CONTINUING MEDICAL EDUCATION. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit. Authority funded Medic Units and Rescue Units will receive one (1) additional 800 MHZ Portable Radio. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

SECTION 504. MEDICAL SUPPLIES. The Authority shall provide and replace, as

necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. EXTRAORDINARY MODIFICATIONS. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. BILLING. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. ECG EQUIPMENT AND MAINTENANCE. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be

maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. BIOHAZARD WASTE COLLECTION. The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT. Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

SECTION 510. TRAFFIC PREEMPTION: Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. Traffic Preemption System equipment shall be provided for

frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a) Provide Workers' compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.
- (c) Professional Liability Insurance, including errors and omissions, with

minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond the ending date of this Agreement. In lieu of “tail coverage” the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

Authority is not liable for the causes of action arising out of the negligence of the Contractor, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) FY 2024–2025. Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2024 – 2025. The approved budget amounts for the Fiscal Year commencing October 1, 2024, shall be equal to that shown on Appendix A.

(b) Budget Submissions for FY2025–2026 through FY2029-2030.

Contractor shall submit a budget by April 1st each year for the following Fiscal Year for

the Authority's review and approval. Budget shall be prepared in the same manner as the budget submitted for FY 2024-2025, so long as said budget is less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budget.

(c) Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.

Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY24-25 are rescue units (\$350,000), medic units (\$125,000), and staff vehicles (\$75,000). Reimbursements are made upon delivery of the vehicle along with documentation being provided to the Authority that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by The Authority.

(d) Rescue Unit Transport Compensation.

Authority shall reimburse Contractor, monthly in arrears, for Transports by Rescue Units that comply with the Medical Operations Manual Transport Protocol at a rate of \$100.00 per Transport. Rescue Unit Transports that do not comply with the Medical Operations Manual Transport Protocol shall not be reimbursable.

(e) Unit Hours. Authority may purchase Unit Hours to staff additional Rescue Units to Transport Patients at the Authority's discretion through its Executive Director. The Authority shall reimburse the Contractor for its actual costs of salary and benefits up to \$75.00 per hour for each crew member of a two-person crew (Paramedic/Paramedic or Paramedic/EMT) for overtime or backfill costs for hours that are actually performed and preapproved in writing by the Authority. Such additional

Units or Unit Hours may be used routinely, episodically, or during peak demand periods to maintain the level of service and Response Times for Ambulance Services.

Personnel from different Contractors may be paired to place additional Rescue Units in service.

(f) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(g) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for station and overhead costs in accordance with Resolution 14-65 or a successor Resolution or 1%, whichever is greater, approved by the Authority. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(h) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1st of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix "A" prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year's budget.

SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any Fiscal Year.

(b) **Reimbursement for CME Instructors.** The Authority shall reimburse each

Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) **Reimbursement for Public Education/Prevention/Community Paramedic Programs.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel

costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(d) Reimbursement for Participation in Countywide Quality Improvement Committees. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and

payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(e) **Reimbursement for Participation in Countywide Advanced Practice Paramedic Medical Training.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Advanced Practice Paramedics to attend and participate in countywide medical training for special operations teams based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Advanced Practice Paramedic medical training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such

time as a budget amendment raising such budget is approved.

SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER

UNIT. In the event Contractor fails to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. PROVISION OF BILLABLE PATIENT CARE REPORT.

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.

Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

(a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.

(b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

SECTION 707. FUTURE/ADDITIONAL SERVICES. Contractor understands that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be affected,

evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

SECTION 708. ADDITIONAL UNITS.

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) **Contractor-Funded.** Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. AUDITS AND INSPECTIONS. At any time during normal business

hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024 and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Contractor approval prior to July 1, 2029, which is subject to Authority, City Council or District approval prior to September 30, 2029. References in this Agreement to “Term” shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2024 for reimbursement purposes.

SECTION 802. TERMINATION.

(a) **By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), “cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice

to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor’s EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party’s submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX

MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. NOTICES. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties and supersedes all prior and similar agreements and amendments with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested

in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2024.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF MADEIRA BEACH, FLORIDA

by: _____
Mayor

by: _____
City Manager

Approved as to form:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A
ALS First Responder Profile

Contractor	Madeira Beach
EMS District(s)	Madeira Beach EMS District Redington Beaches EMS District
Authority Funded Units	Truck 25 FY25-26 Redington Beach Medic (1 Position)
Contractor Funded Units	Medic 25
EMS Coordination	EMS Coordinator – 50% FTE Madeira Beach 500
FY24-25 Annual Compensation	\$732,432.00 FY25-26 and subsequent years per the submitted budget including the Redington Beach Medic.
Projected Capital	FY24-25 Redington Beach Medic Unit, Madeira Beach 500 FY25-26 None FY26-27 None FY27-28 None FY28-29 None

Appendix B
ALS First Responder Contractors

City Manager
CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33756

City Manager
CITY OF DUNEDIN
P O Box 1348
Dunedin, FL 34697

Chairman, Board of Commissioners
EAST LAKE TARPON
SPECIAL FIRE CONTROL DISTRICT
3375 Tarpon Lake Boulevard
Palm Harbor, FL 34685

City Manager
CITY OF GULFPORT
2401 53rd Street South
Gulfport, FL 33707

City Manager
CITY OF LARGO
P O Box 296
Largo, FL 33779-0296

Chairman, Board of Commissioners
LEALMAN
SPECIAL FIRE CONTROL DISTRICT
4360 55th Avenue North
St. Petersburg, FL 33714

City Manager
CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708

City Manager
CITY OF OLDSMAR
100 State Street West
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners
PALM HARBOR
SPECIAL FIRE CONTROL DISTRICT
250 W. Lake Road
Palm Harbor, FL 34684

City Manager
CITY OF PINELLAS PARK
P O Box 1100
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners
PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT
304 First Street
Indian Rocks Beach, FL 33785

City Manager
CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597

City Manager
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706-1701

City Manager
CITY OF SEMINOLE
9199 113th Street North
Seminole, FL 33772-2806

City Clerk
CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895

City Manager
CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689

City Manager
CITY OF TREASURE ISLAND
120 108th Avenue
Treasure Island, FL 33706-4794

Appendix C **EMS Equipment**

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority.

EKG Monitor / Defibrillator and AEDs

- Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring.
- Preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
- All EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, Q-CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 507 of this agreement.

Stryker Lifepak 15 V4+ EKG Monitor Defibrillators or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department or Florida Law

Appendix D
EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be completed by Contractor:

City or Fire District (Contractor) _____

Fiscal Year _____

Name of Person Completing Form _____

Phone Number and Email Address _____

- 1. EMS Funding Received by Contractor \$ _____
- 2. EMS Allowable Costs Incurred by Contractor \$ _____
- 3. Difference (If excess, amount due to Pinellas County) \$ _____

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

Signature and Date, Contractor's External Auditor

Appendix E
Instructor Reimbursement Form

	CME INSTRUCTOR REIMBURSEMENT FORM
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Agency _____
CME Instructor Name _____

#	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
TOTAL Reimbursement Amount:											\$ -

_____ *Print Name & Title* _____ *Submitted By - Authorized Signature* _____ *Date*

Notes:

- One Instructor per form
- (a) Course Name (i.e. January 2016 CME, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
- (b) For reimbursement the class must be preauthorized by PCEMS through the issuance of a Authorized Class Code.
- (c) First Name, Last Name of person covering - must be same rank or below. Attach supporting documents.
- (d) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

Appendix F

EMS Coordination Duties and Responsibilities

LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed.
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS-related meetings.

EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

PATIENT CARE REPORTS

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance, and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS-related meetings and quality improvement committees.

CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large-scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

CITY OF MADEIRA BEACH

October 1, 2024

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this _____ day of _____, 2024, between the CITY OF MADEIRA BEACH, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

- Appendix A.** ALS First Responder Profile
- Appendix B.** ALS First Responder Contractors
- Appendix C.** EMS Equipment
- Appendix D.** EMS Financial Information Attestation Form
- Appendix E.** Instructor Reimbursement Form
- Appendix F.** EMS Coordinator Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

- (a) The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b) The on-scene Patient care by Field Personnel.
- (c) The continuation of Patient care, when Contractor’s Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter.
- (d) The transport of Patients to a medical facility by a Rescue Unit shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (e) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“**ALS**” means Advanced Life Support.

“**ALS First Responder Services**” means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

“**ALS First Responder Station**” means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

“**ALS First Responder Unit**” means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid

response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

“Advanced Life Support” means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

“Advanced Practice Paramedic” or “APP” means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified Paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified as defined in the EMS Rules and Regulations.

“Ambulance” means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

“Ambulance Contractor” means the entity selected by the Authority to provide ambulance service countywide.

“Annual Compensation” means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

“Annual External Audit” means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

“Authority Funded Unit” means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and

between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“**BLS**” means Basic Life Support.

“**BLS First Responder Unit**” means a vehicle equipped to provide Basic Life Support only.

“**Basic Life Support**” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“**CAD**” means the computer aided dispatch system.

“**Caller**” means a person accessing the response system by telephone.

“**Condition 1**” means the normal operation of the EMS System in which Patient Transport is handled by the Ambulance Contractor.

“**Condition 3 Medical**” or “**Condition 3M**” means the procedure to allow ALS First Responder Transport of Patients utilizing Rescue Units during peak periods at the request and approval of the Executive Director or designee.

“**Continuing Medical Education**” or “**CME**” means the medical education training program, through distance learning or classroom-based courses, provided in accordance with the EMS Rules & Regulations.

“**CME Instructor**” means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“**Contractor**” means any one of the entities described on Appendix B.

“**Contractor Funded Unit**” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

- “County”** means Pinellas County, Florida, a political subdivision of the State of Florida.
- “County Certified”** means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.
- “Course”** means any individual CME offering available online through a sufficient number of classroom-based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.
- “Department”** means the State of Florida Department of Health.
- “Disaster”** means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.
- “Emergency Medical Technician” or “EMT”** means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.
- “Emergency Medical Services” or “EMS”** means the services provided by the Contractor pursuant to Section 104.
- “EMS Advisory Council”** means the advisory board established by the Special Act.
- “EMS Districts”** means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.
- “EMS Emergency”** means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.
- “EMS Equipment”** means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.
- “EMS Incident”** means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.
- “Emergency Response”** means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

“EMS Mill” means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

“EMS Ordinance” means Chapter 54, Article III of the Pinellas County Code, as may be amended.

“EMS System” means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

“Executive Director” means the Director of the EMS System, or his or her designee.

“First Due Unit” means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

“Field Personnel” means Paramedics and EMTs employed by Contractor.

“First Responder Services” means ALS First Responder Services.

“Fiscal Year” means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

“Force Majeure” means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

“Just Culture” means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that

encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

“Learning Management System” means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom-based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules & Regulations.

“Medic Unit” means a non-Transport capable ALS First Responder Unit.

“Medical Case Review” means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

“Medical Control” means the medical supervision of the EMS System provided by the Medical Director.

“Medical Control Board” means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

“Medical Direction” means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

“Medical Director” means a licensed physician, or a corporation, association, or

partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“On-Scene Equipment Exchange Program” means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

“Paramedic” means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

“Party” or “Parties” means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Priority Dispatch Protocols” means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

“Public Educator/Community Paramedic” means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

“Regional 9-1-1 Center” means the Communications Center and related telephone,

radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Rescue Unit” means a transport capable ALS First Responder Unit.

“Response” means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

“Response Time” means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

“Rules and Regulations” means the rules and regulations adopted by the Authority, which is subject to amendment.

“Run Cards” means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

“Special Act” means Chapter 80-585, Laws of Florida, as amended.

“Special Events” means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Total Unit Hour Compensation” means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

“Traffic Preemption System” means a comprehensive system provided by the Authority

that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection.

“Transport” means the transportation of Patients to a medical facility by Ambulance or Rescue Unit.

“Uncontrollable Circumstance” means a Force Majeure, an EMS Emergency or a State of Emergency.

“Unforeseen Circumstances” means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

“Unit Compensation” means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

“Unit Hour Compensation” means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

ARTICLE III
REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its

business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) Enforceability. This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) Financial Capability. Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) No Litigation. There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) Existing. Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor

and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor

and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

SECTION 403. RESPONSE TIME. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor’s EMS District; and (3) for which Contractor’s ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

SECTION 404. CONTINUING MEDICAL EDUCATION.

(a) Field Personnel. Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor’s Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom-based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) CME Instructors. Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is

responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the

auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large-scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance**. Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. MEDICAL CASE REVIEWS. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. PERSONNEL.

(a) **Training and Qualifications**. All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct**. Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment**. Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

SECTION 408. EMERGENCY ASSISTANCE

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Condition 3M.** During periods of Condition 3M, Contractors with Rescue

Units shall Transport Patients from EMS Incidents to area hospitals. Contractor shall follow the then current Medical Operations Manual Protocols or medical control directives.

(e) **Mutual Aid.** Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as

long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. PATIENT CARE REPORTING SYSTEM. Contractor shall cooperate with the Authority in refining and improving the fully integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and

responding to EMS Incidents.

Contractor agrees to comply with HIPAA regulations regarding storage and transmission of protected health information, as well as keep on file and adhere to a valid Business Associate Agreement between the Parties. Specifically, Contractor agrees to follow the ALS First Responder Business Associate Agreement executed between the City of Madeira Beach and the Pinellas County Emergency Medical Services Authority on February 11, 2015, or any subsequent superseding agreement. Please see BAA attached at the end of document as Appendix G.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) Regional 9-1-1 Center. Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, access to the County's 800MHz High Performance Data (HPD) system, and cellular airtime for all Authority and Contractor Funded Units and reserve Units following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor

shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. LICENSURE AND CERTIFICATION. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. ACCURATE INFORMATION. Any news releases, statements, or

public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

SECTION 416. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS).

Contractor shall ensure all Personnel that have access to the CAD System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) to the CJIS Level 2 requirements and have complied with all initial and ongoing training requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD System. Contractor shall have in place local policy to ensure that all rules required by the FDLE surrounding access to CAD and the information contained within are strictly followed.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. MEDICAL DIRECTION AND CONTROL. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. CONTINUING MEDICAL EDUCATION. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit. Authority funded Medic Units and Rescue Units will receive one (1) additional 800 MHZ Portable Radio. The radio

equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

SECTION 504. MEDICAL SUPPLIES. The Authority shall provide and replace, as necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. EXTRAORDINARY MODIFICATIONS. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. BILLING. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. ECG EQUIPMENT AND MAINTENANCE. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. BIOHAZARD WASTE COLLECTION. The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT. Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which

equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

SECTION 510. TRAFFIC PREEMPTION: Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. Traffic Preemption System equipment shall be provided for frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be

required to comply with the following insurance requirements):

- (a) Provide Workers' compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.
- (c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.
- (d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.
- (b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (c) The Authority shall be endorsed to the required policy or policies as an

additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents’ acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

Authority is not liable for the causes of action arising out of the negligence of the Contractor, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) **FY 2024–2025.** Authority and Contractor have agreed to an amount reflecting Contractor’s submitted budget for EMS services during Fiscal Year 2024 – 2025. The approved budget amounts for the Fiscal Year commencing October 1, 2024, shall be equal to that shown on Appendix A.

(b) **Budget Submissions for FY2025–2026 through FY2029-2030.** Contractor shall submit a budget by April 1st each year for the following Fiscal Year for the Authority’s review and approval. Budget shall be prepared in the same manner as the budget submitted for FY 2024-2025, so long as said budget is less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budget.

(c) **Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.** Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority’s annual budget and capped therein. The amounts for FY24-25 are rescue units (\$350,000), medic units (\$125,000), and staff vehicles (\$75,000). Reimbursements are made upon delivery of the vehicle along with documentation being provided to the Authority that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by The Authority.

(d) **Rescue Unit Transport Compensation.** Authority shall reimburse Contractor, monthly in arrears, for Transports by Rescue Units that comply with the Medical Operations Manual Transport Protocol at a rate of \$100.00 per Transport. Rescue Unit Transports that do not comply with the Medical Operations Manual Transport Protocol shall not be reimbursable.

(e) **Unit Hours.** Authority may purchase Unit Hours to staff additional Rescue Units to Transport Patients at the Authority’s discretion through its Executive Director. The Authority shall reimburse the Contractor for its actual costs of salary and benefits up to \$75.00 per hour for each crew member of a two-person crew (Paramedic/Paramedic or Paramedic/EMT) for overtime or backfill costs for hours that are actually performed and preapproved in writing by the Authority. Such additional Units or Unit Hours may be used routinely, episodically, or during peak demand periods to maintain the level of service and Response Times for Ambulance Services. Personnel from different Contractors may be paired to place additional Rescue Units in service.

(f) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(g) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for station and overhead costs in accordance with Resolution 14-65 or a successor Resolution approved by the Authority. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(h) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year’s budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1st of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix “A” prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year’s budget.

SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor’s cost for the use of the Learning

Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any Fiscal Year.

(b) Reimbursement for CME Instructors. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the

Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(d) Reimbursement for Participation in Countywide Quality Improvement Committees. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority

shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(e) Reimbursement for Participation in Countywide Advanced Practice Paramedic Medical Training. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Advanced Practice Paramedics to attend and participate in countywide medical training for special operations teams based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. It is recognized by the Parties that no

payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Advanced Practice Paramedic medical training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER

UNIT. In the event Contractor fails to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. PROVISION OF BILLABLE PATIENT CARE REPORT.

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.

Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor’s cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor’s costs of production.
- (b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the “EMS Financial Information Attestation Form” prepared by the Contractor and signed by the Contractor’s auditor. The required “EMS Financial Information Attestation Form” is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the “EMS Financial Information Attestation Form” within ten (10) business days of Contractor’s receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor’s EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

SECTION 707. FUTURE/ADDITIONAL SERVICES. Contractor ~~and Authority~~ understands that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be ~~ae~~affected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

SECTION 708. ADDITIONAL UNITS.

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) **Contractor-Funded.** Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit.

Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor’s operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority’s right to observe and inspect operations or records in Contractor’s business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor’s operations or audit or examine Contractor’s records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor’s employees’ duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such

occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024 and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Contractor approval prior to July 1, 2029, which is subject to Authority, City Council or District approval prior to September 30, 2029. References in this Agreement to “Term” shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2024 for reimbursement purposes.

SECTION 802. TERMINATION.

(a) **By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), “cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of

a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor's EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but

mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX
MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. NOTICES. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

- If to Authority:** Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774
- If to Contractor:** See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and

complete agreement of the Parties and supersedes all prior and similar agreements and amendments with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2024.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF MADEIRA BEACH, FLORIDA

by: _____
Mayor

by: _____
City Manager

Approved as to form:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A
ALS First Responder Profile

Contractor	Madeira Beach
EMS District(s)	Madeira Beach EMS District Redington Beaches EMS District
Authority Funded Units	Truck 25 FY25-26 Redington Beach Medic (1 Position)
Contractor Funded Units	Medic 25
EMS Coordination	EMS Coordinator – 50% FTE Madeira Beach 500
FY24-25 Annual Compensation	\$732,432.00 FY25-26 and subsequent years per the submitted budget including the Redington Beach Medic.
Projected Capital	FY24-25 Redington Beach Medic Unit, Madeira Beach 500 FY25-26 None FY26-27 None FY27-28 None FY28-29 None

Appendix B
ALS First Responder Contractors

City Manager
CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33756

City Manager
CITY OF DUNEDIN
P O Box 1348
Dunedin, FL 34697

Chairman, Board of Commissioners
EAST LAKE TARPON
SPECIAL FIRE CONTROL DISTRICT
3375 Tarpon Lake Boulevard
Palm Harbor, FL 34685

City Manager
CITY OF GULFPORT
2401 53rd Street South
Gulfport, FL 33707

City Manager
CITY OF LARGO
P O Box 296
Largo, FL 33779-0296

Chairman, Board of Commissioners
LEALMAN
SPECIAL FIRE CONTROL DISTRICT
4360 55th Avenue North
St. Petersburg, FL 33714

City Manager
CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708

City Manager
CITY OF OLDSMAR
100 State Street West
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners
PALM HARBOR
SPECIAL FIRE CONTROL DISTRICT
250 W. Lake Road
Palm Harbor, FL 34684

City Manager
CITY OF PINELLAS PARK
P O Box 1100
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners
PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT
304 First Street
Indian Rocks Beach, FL 33785

City Manager
CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597

City Manager
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706-1701

City Manager
CITY OF SEMINOLE
9199 113th Street North
Seminole, FL 33772-2806

City Clerk
CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895

City Manager
CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689

City Manager
CITY OF TREASURE ISLAND
120 108th Avenue
Treasure Island, FL 33706-4794

Appendix C **EMS Equipment**

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority.

EKG Monitor / Defibrillator and AEDs

- Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring.
- Preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
- All EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, Q-CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 507 of this agreement.

Stryker Lifepak 15 V4+ EKG Monitor Defibrillators or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department or Florida Law

Appendix D
EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be completed by Contractor:

City or Fire District (Contractor) _____

Fiscal Year _____

Name of Person Completing Form _____

Phone Number and Email Address _____

- 1. EMS Funding Received by Contractor \$ _____
- 2. EMS Allowable Costs Incurred by Contractor \$ _____
- 3. Difference (If excess, amount due to Pinellas County) \$ _____

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

Signature and Date, Contractor's External Auditor

Appendix E

Instructor Reimbursement Form



Agency _____
CME Instructor Name _____

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
TOTAL Reimbursement Amount:											\$ -

Print Name & Title _____ Submitted By - Authorized Signature _____ Date _____

- Notes:**
- One Instructor per form
 - (a) Course Name (i.e. January 2016 CME, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
 - (b) For reimbursement the class must be preauthorized by PCEMS through the issuance of a Authorized Class Code.
 - (c) First Name, Last Name of person covering - must be same rank or below. Attach supporting documents.
 - (d) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

Appendix F

EMS Coordination Duties and Responsibilities

LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed.
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS-related meetings.

EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

PATIENT CARE REPORTS

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance, and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS-related meetings and quality improvement committees.

CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large-scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.

Appendix G - (Business Associate Agreement to be attached)

RE: Homestead Relief Act

Date:

Dear _____

The Florida legislature is tasked to improve the lives of the residents of the State of Florida. The balance of providing maximum services while reducing the cost of living (COI) for the state's residents is a never-ending challenge. A primary way to lower the COI is to minimize the homestead property tax increases and lower property insurance coverage fees. We are asking the legislature to address these costs in a single "Homestead Relief Act" bill.

Florida's home-hardening program, called "My Safe Florida Home" (MSFH), is an attempt to curtail the exorbitant rise of home insurance throughout the State. This taxpayer funded program refunds up to two-thirds of the renovation expenses to qualified homestead homeowners with a \$10,000 maximum grant. While the MSFH program has been wildly popular with homestead residents in need of a replacement roof, doors or windows, the demand is much higher than the allocated taxpayer funds. There is a continuing demand to allocate more funds into the program but more allocations into the fund takes funds from other services. (1) Florida State Rep. Anna Eskamani, D-Orlando has been quoted as saying that "I think we have to look at potentially four to five times more money," Eskamani said. "Bringing the total close to \$1 billion."

While the MSFH program focuses on Wind Mitigation hardening, it does not address curtailment of flood insurance claims. It is estimated that Florida's main coastline stretches approximately **1,350 miles**. While not addressing the cause(s) of sea level rise, historically all US federal agencies agree that sea levels continue to rise and at increasing rates. Sea level rise combined with ocean temperatures rising plays a role in coastal flooding, shoreline erosion, and hazards from storms. These factors do not go unnoticed by home insurance underwriters for companies willing to write policies in Florida. While tidal flooding may impact coastal areas, flooding from precipitation is an issue in many inland areas. All residential homestead properties with either a history of flooding or within FEMA Special Flood Hazard Areas as designated on flood maps as zones beginning with the letters 'A' or 'V' should qualify.

Special Flood Hazard Areas are high-risk areas.

- They are shown on the flood maps as zones beginning with the letters '**A**' or '**V**.'
- There is at least a 1 in 4 chance of flooding during a 30-year mortgage in high-risk areas.

While we are not requesting consideration that Flood Mitigation be included in the MSFH program, as this program is a direct allocation from available state funds. We prefer changes in how homestead property taxes are calculated including smaller maximum increases to taxable property values and limitations on taxable property values of homes that are rebuilt to conform to FEMA Flood Mitigation Guidelines.

While the MSFH program has reduced insurance costs for many Florida residents, much more can be done at little or no cost to the state.

Homestead Relief Act Summary:

- Decrease maximum Taxable Property Tax value from 3% increase to 2% increase annually.
- Disregard Flood Resistance Improvements in Property Value Assessments Measure
 - formerly HJR 1377 (2021),

Financial impact:

- State
 - Revenue increase from new construction sales tax
- County & Local
 - The 2% maximum property tax increase may require non-homestead residential and commercial properties to absorb any unrealized taxes from homestead properties.
 - Increased permit fees for expected increase in new construction projects
 - Short Term – There will be short-term opportunity cost of unrealized increased property taxes.
 - Long Term – As properties change ownership, the Fair Market Value / Property Tax Values will be higher than if the homes were not rebuilt, especially if the homes are larger than the original home.

In addition to lower property insurance rates, local jurisdictions would realize savings to the local Firefighter & EMS staff during weather events.

We thank you for considering the Homestead Relief Act and welcome any questions.

Signature _____

Insurance Information Institute:

National Homeowners Insurance Premium / Highest to Lowest:

- 2021 Florida #1 – Highest
- 2020 Florida #1 – Highest
- 2019 Florida #3
- 2018 Florida #2
- 2017 Florida #2
- 2016 Florida #3
- 2015 Florida #1
- 2014 Florida #1

[Facts + Statistics: Homeowners and renters insurance | III](https://www.iii.org/fact-statistic/facts-statistics-homeowners-and-renters-insurance)

<https://www.iii.org/fact-statistic/facts-statistics-homeowners-and-renters-insurance>

(1) Source: <https://www.wptv.com/money/real-estate-news/how-did-my-safe-florida-home-money-go-so-fast-and-how-much-more-funding-does-it-need>

By: Matt Sczesny

Posted at 3:26 PM, Jul 17, 2024 and last updated 6:10 PM, Jul 17, 2024



Memorandum

Meeting Details: Board of Commissioners Workshop Meeting, August 28, 2024

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

From: Community Development Department

Subject: PCPAO City of MB Right-of-Way (ROW) Map Information - Election Candidates
Campaign Sign Placement-Sign Codes

Background:

Madeira Beach Code of Ordinances *Sec. 102-194. Signs during election periods* has the list of requirements that must be followed for election campaign signs.

Discussion:

The Pinellas County Property Appraiser has an interactive GIS Map that shows property lines and public right-of-way.

Recommendation(s):

N/A

Fiscal Impact or Other:

N/A

Attachments:

Sec. 102-194. Signs during election periods.

Links:

Pinellas County Property Appraiser Website

<https://www.pcpao.gov/>

Pinellas County Property Appraiser Interactive Map

<https://www.pcpao.gov/gis.html?v=5&home=&xmin=-9281292.410516972&ymin=3200891.977454653&xmax=->

[9134533.316209631&ymin=3270526.1102223545&basemap=BaseMapParcelAerials&sales=&scale=288895.277144&parcel=](#)

CAMPAIGN SIGNS

POLITICAL SIGN RESTRICTIONS

The City of Madeira Beach does not have the authority to investigate complaints or alleged violations of Florida Statute regarding political signs. Depending on the nature of the violation, complaints regarding political signs should be directed to the Florida Elections Commission or to the local law enforcement agency where the violation occurred. Campaign signs on private property that meet the criteria in Sec. 102-94 do not require permitting.

Contact the Florida Elections Commission
 107 West Gaines Street
 Collins Building, Suite 224
 Tallahassee, FL 32399-1050
 Phone Number: (850) 992-4539
 Fax Number: (850) 921-0783
 E-Mail: fec@myfloridalegal.com

NO-SOLICITATION ZONE ON ELECTION DAY (SEC. 102.031(4), F.S.)

1. No person, political committee, or other group or organization may solicit voters inside the polling place or within 150 feet of a secure ballot intake station or the entrance to any polling place, a polling room where the polling place is also a polling room, an early voting site, or an office of the supervisor where vote-by-mail ballots are requested and printed on demand for the convenience of electors who appear in person to request them. Before the opening of a secure ballot intake station location, a polling place, or an early voting site, the clerk or supervisor shall designate the no-solicitation zone and mark the boundaries.
2. For the purpose of this subsection, the terms “solicit” or “solicitation” shall include, but not be limited to, seeking or attempting to seek any vote, fact, opinion, or contribution; distributing or attempting to distribute any political or campaign material, leaflet, or handout; conducting a poll except as specified in this paragraph; seeking or attempting to seek a signature on any petition; selling or attempting to sell any item; and engaging in any activity with the intent to influence or effect of influencing a voter. The terms “solicit” or “solicitation” may not be construed to prohibit an employee of, or a volunteer with, the supervisor from providing nonpartisan assistance to voters within the no-solicitation zone such as, but not limited to, giving items to voters, or to prohibit exit polling.

CAMPAIGN SIGNS COMMENCING 60 DAYS PRIOR TO ANY PUBLIC ELECTION (City Code, Chapter 102. Signs)

Sec. 102-49. Signs excluded from permitting.

The following signs are expressly excluded from the provisions of this chapter. No permits shall be required for the erection, painting, papering, construction or modification of these excluded signs on private property.

1. Decals affixed to or signs painted on store equipment, fuel pumps or other types of vending equipment used for dispensing retail products.
2. Decals affixed to or signs painted or affixed to store windows covering less than five percent of the total aggregate store window area.
3. Building marker, tablets or plaques not exceeding two square feet.
4. One residential identification sign, professional name plate or occupational sign for each establishment not exceeding two square feet aggregate sign area. This sign shall denote only the name of the occupant, the occupant's profession, the street and/or number of the premises.
5. Address numbers on residential and commercial buildings.
6. Signs wholly within a building not visible from a public right-of-way.
7. Temporary signs in residential districts erected on private property for up to 24 hours on the day in which a yard sale or garage sale is conducted upon said property so long as said signs do not exceed four square feet in sign area which shall be as provided in section 110-559.
8. Signs installed by or under the direction of a governmental agency, traffic signs, legal notices, danger signs, and temporary emergency signs. Notwithstanding the foregoing, traffic control signs installed by nongovernmental entities shall comply with the uniform traffic control code.
9. Statutory notice or warning signs, including but not limited to no trespassing, private property and bad dog or other animal warning signs permitted in any zoning classification provided that the area of the sign does not exceed four square feet. The maximum number of signs shall be four.
10. A maximum of two three-foot by five-foot flags may be displayed.
11. Signs attached to or painted on motor vehicles. Such signs shall not extend beyond the normal configuration of the vehicle, except for thickness of sign and minor variations caused by signs attached to curved surfaces. This section shall not be construed to permit vehicle signs as defined in subsection 102-5(15).
12. Up to four directional signs per site provided that each sign does not exceed four square feet in area.
13. One two-sided non illuminated sign per parcel during the time when said parcel is offered for sale or lease, however if the parcel is located on a corner lot two signs, one for each street frontage are allowed subject to the following maximum sign area restrictions:
 - a. No sign shall exceed four square feet of aggregate display area per sign face or be more than six feet in height.

- b. Signs shall be removed within seven days after the sale or lease transaction is completed.
 - c. Signs may be placed on rights-of-way a minimum of three feet from curbs or if applicable, sidewalks, provided they do not constitute a hazard or interfere with traffic visibility as determined by the building official or the city manager's designee. If a curb or sidewalk does not exist, the signs may be placed a minimum of three feet from the edge of the pavement, provided they do not constitute a hazard or interfere with traffic visibility.
14. Two signs may be erected on a site where building construction or remodeling is in progress. Each sign shall be limited to 32 square feet of sign area, provided the signs shall be removed from the site within seven days of the completion of the construction. The city manager shall be solely responsible for determining if construction is completed.
 15. For the period commencing 60 days in advance of any public election to be conducted within the city through seven days after the conclusion of said public election, signs may be placed on private property, provided that they comply with section 102-194.
 16. No more than one A-frame (sandwich board) sign, not exceeding 32 inches wide and 48 inches high, which shall remain on private property and shall only be displayed when the business is open.

Sec. 102-194. Signs during election periods

1. Up to four signs may be erected on any private property commencing 60 days prior to any public election which will be held within the city through seven days after said public election, with no permit fee requirement. Such signs are allowed on private property, provided that:
 - a. Signs do not exceed four square feet in area each.
 - b. The property on which the sign is located has the permission or authorization of the owner or renter of the real property.
 - c. Signs are to be removed within seven days after the date of the election.
2. Larger signs may be erected on private property commencing 60 days prior to any public election which will be held within the city through seven days after said public election, with no permit fee required, provided that:
 - a. Each applicant may install no more than four larger signs in the city and no more than one per lot. No sign shall exceed 32 square feet in area. A double-sided sign shall be considered one sign with each side displaying a maximum of 16 square feet in area.
 - b. The applicant properly maintains his or her signs.
 - c. A sign erected pursuant to this section shall be placed on no more than four 4×4 pieces of wood secured in the ground and the bottom of the sign face shall be no more than four feet above the grade level adjacent.

3. The foregoing provisions do not limit the right to substitute a free expression message (including a political, commercial or non-commercial message) for any message that may otherwise appear on a lawfully erected sign.

Sec. 102-8. Signs on right-of-way.

1. No sign other than those specifically authorized by subsections 102-49(13)c. and 102-49(15) shall be placed within a public right-of-way within the city unless said sign was so installed by, or at the direction of, a governmental agency. Any sign in violation of this section shall be subject to immediate removal and impounding by the building official or a designee of the city manager.
2. The building official may cause any sign which is an immediate peril to persons or property to be removed immediately.

Note. Sec. 107.1435, Florida Statutes - Pursuant to chapter 479, no political campaign advertisements shall be erected, posted, painted, tacked, nailed, or otherwise displayed, placed, or located on or above any state or county road right-of-way.

Sec. 102-72. Removal of portable signs.

1. Any portable sign located on a public right-of-way, may be removed by the city without notification to the owner or other person or persons having control, custody, or obtaining benefit from such sign. Any such sign removed under this section shall be stored by the city for a period not to exceed five days and may be reclaimed by such person within such five-day period after paying an administrative fee of \$50.00. Any such sign may be destroyed by the city if not claimed within five days of its removal by the city.

Sec. 102.10. Posting on government property; regulation.

1. No sign shall be placed upon government property unless so placed by, or at the express direction of, the governmental agency. As used herein, government property shall include, but is not limited to, property owned by the city, county, state, school district or federal governments or any agency thereof.

Sec. 102-107. Home signs

1. In addition to the signs otherwise permitted by this chapter, one nonlighted flat mounted wall or window sign not exceeding two square feet in area shall be permitted on the street front of the principal structure if a local business tax receipt has been issued for that structure.

Sec. 102-146. Pole signs or ground signs-general requirements

1. One ground or pole sign is permitted for each single or multi-occupancy parcel having frontage of 500 feet or less on a public street. If the lot has public street frontage in excess of 500 feet, one additional ground or pole sign shall be permitted. Electronic reader boards shall not be placed upon ground or pole signs. Additional signs will be spaced at least 300 feet from the other sign.

Sec. 102-147. Pole signs or ground signs—Area.

1. The maximum allowable sign area for each ground or pole sign for a single occupancy parcel shall not exceed 12 square feet of aggregate display area plus one square foot of additional display area for each lineal foot of public street frontage of over 12 feet or 100 square feet of aggregate display area, whichever is less. No single face shall exceed 50 square feet.
2. The maximum allowable sign area for each ground or pole sign for multioccupancy parcels shall not exceed 12 square feet of aggregate display area plus one square foot of additional display area for each lineal foot of public street frontage over 12 feet, along the street the sign faces, or 200 square feet of aggregate display area (including building signs) whichever is less. No single face shall exceed 100 square feet in aggregate sign area.

Sec. 102-148. Sign—Height.

1. Pole signs shall not exceed 25 feet in height.
2. Ground signs shall not exceed eight feet in height when measured from the grade of the street nearest the base of the sign to the top of the sign.

Sec. 102-149. Setbacks

1. Pole signs shall be set back a minimum of ten feet from the right-of-way line and 30 feet from the intersection of right-of-way lines.
2. Ground signs shall be set back a minimum of 15 feet from the right-of-way lines and 30 feet from the intersection of right-of-way lines.

Sec. 102-150. Sign—Clearance.

1. Pole signs shall maintain a minimum ground clearance of eight feet, measured from the grade at the base of the sign to the bottom of the sign face.

Sec. 102-151. Revolving signs.

1. A revolving sign may only be used when the revolving sign replaces two or more ground or pole signs which would otherwise be permitted on the parcel. Revolving signs shall have an aggregate display area not to exceed 100 square feet and no single face shall exceed 50 square feet. Revolving signs will maintain the same height, setback and clearance requirements for pole signs.

Sec. 102-7. Maintenance of signs

1. An abandoned sign is prohibited and shall be removed by the property owner of land upon which the sign is found after 15 days written notice by the building official or the city manager's designee.
2. Weeds and grass shall be cut and maintained for a distance of ten feet around the sign.

SIGNS SPECIFICALLY PROHIBITED (SEC. 102-5, CITY CODE)

The following signs are expressly prohibited from use and or display in the City unless otherwise provided by this chapter.

1. Waterway signs are not allowed in or upon any body of water within the limits of the city except for approved regulatory or warning signs. As used herein, the term waterway signs does not include dock signs. Dock signs are regulated by section 102-152.
2. Abandoned signs.
3. Banners including pennants, searchlights, twirling signs, and sidewalk or curb signs. However, one banner sign not to exceed three feet by 16 feet and one flutter sign per 50 feet of frontage may be displayed for a maximum of 60 days by new businesses (not including a change of ownership) from the time a permit is issued for new construction or remodeling until 30 days after a local business tax receipt has been issued.
4. Snipe sign.
5. Temporary signs, constructed of cloth, canvas, cardboard, wallboard, plywood, plastic, metal or other material with or without a rigid frame intended to be displayed for short periods of time. This provision shall not be construed to prohibit those specific temporary signs authorized elsewhere in this chapter, such as sections 102-49(7) and 102-155.
6. Flashing or animated signs.
7. Window signs when an aggregate sign area covers more than 25 percent of the total window surface area.
8. Signs on bus shelters and benches.
9. Three dimensional objects which are used as signs to include inflatable balloons.
10. Portable signs.
11. Off-site signs.

12. Billboards.
13. Vehicle signs, (i.e. signs on vehicles or vessels or other self propelled objects in which a significant purpose for the use of the vehicle or vessel is to display the sign) or portable trailer signs. This provision also prohibits vehicle sign, when the vehicle is not "regularly used in the conduct of the business or activity," and
 - a. Is visible from a street right-of-way within 100 feet of the vehicle, and
 - b. Is parked for more than two consecutive business hours or during off business hours within 100 feet of any street right-of-way.
14. Any sign which:
 - a. Contains any obscene or pornographic statements, words or pictures.
 - b. Employs motion picture projection or has visible moving parts or gives the Illusion of motion.
 - c. Employs audible sound, vapor, smoke, odors, particles or gaseous matter
 - d. Obstructs, conceals, hides, imitates, or otherwise obscures any official traffic or government sign, signal or device.
 - e. Has unshielded illuminated devices which produce glare or are a hazard or nuisance to motorists or occupants of adjacent properties.
 - f. Has a lighting or control mechanism, which causes radio, television or other communication interference.
 - g. Projects over a public street, alley, sidewalk, or other public space, including right-of-way unless installed by, or under the direction of a governmental agency and consistent with design standards contained herein or in special district or individual development orders.
 - h. Is located or constructed in such a manner as to obstruct free and clear vision at an intersection or vehicular traffic in general.
15. Building murals without a permit or containing any words, or obscene, reflective, moving or lighted material.
15. Signs painted or attached to seawalls/retaining walls along any water body, public utility poles, or trees~
17. Computerized signs (other than those erected by government for public and safety notices), with animated display, running copy or copy which changes. Signs that display time and temperature only may be permitted provided the signs are (a) low profile (do not exceed six feet in height), and (b) have not received a variance for sign or message dimensions and (c) the area devoted to the moving copy does not exceed one square foot. Additional landscaping and locational standards may apply.
18. Air inflatable signs, wind-activated signs, air-dancer signs, sky dancer signs displayed in any exterior location, except for non-profit events lasting no longer than 72 hours when such signs are permitted as an element of the special events permit and placed so as to avoid distraction of drivers and interference with vision triangles.
19. Flutter signs except a maximum of one per 50 feet of linear frontage may be displayed for a maximum of 60 days by new businesses (not including a change of ownership)

- from the time a permit is issued for new construction or remodeling until 90 days after a local business tax receipt has been issued. Those in place and compliant as of the adoption of the ordinance from which this section derives may remain until June 11, 2019.
20. Commercial mascots, meaning any person, robot or animal costumed or decorated to function as a sign including "sign twirlers," "sign clowns," human sandwich boards," "sign walkers" or "sign holders."
 21. Three-dimensional objects that are used as signs.
 22. Lit signs in violation of standards and definitions regarding artificial light sources in Sea Turtle Conservation Zone. (For environmental standards regulating activities in the Sea Turtle Conservation Zone, see Sec. 110-504).

USAGE AND REMOVAL OF POLITICAL CAMPAIGN ADVERTISEMENTS (SEC. 106.1435)

Signs placed on the State, County or City rights of way – Political campaign signs may not be placed on any state, county or city rights of way.

Signs placed on private property – Temporary political campaign signs may be placed on private property with the permission of the owner, and such signs do not require a permit under state law.

Please advise your campaign workers to ensure that signs are placed on private property. Signs placed on the state, county or city rights of way may be picked up by the appropriate staff and placed in one of the department's maintenance yards.

1. Each candidate, whether for a federal, state, county, or district office, shall make a good faith effort to remove all of his or her political campaign advertisements within 30 days after:

[Note. Per City Code, Sec. 102-194, signs during the election period must be removed within seven days after]:

- a. Withdrawal of his or her candidacy;
- b. Having been eliminated as a candidate; or
- c. Being elected to office

However, a candidate is not expected to remove those political campaign advertisements that are in the form of signs used by an outdoor advertising business as provided in chapter 479. The provisions herein do not apply to political campaign advertisements placed on motor vehicles, such as bumper stickers, or to campaign messages designed to be worn by persons.

2. If political campaign advertisements are not removed within the specified period, the political subdivision or governmental entity has the authority to remove such advertisements and may charge the candidate the actual cost of such removal. Funds collected for removing such advertisements shall be deposited to the general revenue of the political subdivision.

3. Pursuant to chapter 479, no political campaign advertisements shall be erected, posted, painted, tacked, nailed, or otherwise displayed, placed or located on or above any state or county road right-of-way.
4. The officer before whom a candidate qualifies for office shall notify the candidate, in writing, of the provisions in this section.
5. This provision does not preclude municipalities from imposing additional or more stringent requirements on the usage and removal of political campaign advertisements.

ADMINISTRATIVE RESPONSIBILITY (SEC. 102-4, CITY CODE)

It shall be the responsibility of the City building official, or a designee of the city manager, to administer and enforce supervision of this chapter (Chapter 102, City Code). Appeals regarding the administration of the sign code may be made to the special magistrate within 30 days of the administrative decision for administration of code provision not pertaining to the building. The appeal may be made by filing an appeal application with a letter or other written document setting forth a description of the alleged error and the applicable provisions of this section or the LDRs pertaining to the administrative official's order, action, decision, determination, requirement, or failure to act. The special magistrate shall hold a hearing within 30 days of the date of receipt of the written appeal and shall render a written decision within 15 days following the close of the hearing. The special magistrate's decision shall be final.

Sec. 102-194. Signs during election periods.

- (a) In addition to those otherwise allowed by this chapter, up to four signs may be erected on any private property commencing 60 days prior to any public election which will be held within the city through seven days after said public election, with no permit fee requirement. Such signs are allowed on private property, provided that:
- (1) Signs do not exceed four square feet in area each.
 - (2) The property on which the sign is located has the permission or authorization of the owner or renter of the real property.
 - (3) Signs are to be removed within seven days after the date of the election.
- (b) Larger signs, in addition to those otherwise allowed by this chapter may be erected on private property commencing 60 days prior to any public election which will be held within the city through seven days after said public election, with no permit fee required, provided that:
- (1) Each applicant may install no more than four larger signs in the city and no more than one per lot. No sign shall exceed 32 square feet in area. A double-sided sign shall be considered one sign with each side displaying a maximum of 16 square feet in area.
 - (3) The applicant properly maintains his or her signs.
 - (4) A sign erected pursuant to this section shall be placed on no more than four 4×4 pieces of wood secured in the ground and the bottom of the sign face shall be no more than four feet above the grade level adjacent.
- (c) The foregoing provisions do not limit the right to substitute a free expression message (including a political, commercial or non-commercial message) for any message that may otherwise appear on a lawfully erected sign.

(Ord. No. 1126, § 1, 7-8-08; Ord. No. 2018-14 , § 1, 12-11-18)



Memorandum

Meeting Details: August 28, 2024 – Board of Commissioners Workshop Meeting
Prepared For: Honorable Mayor Brooks and Board of Commissioners
Staff Contact: Madeira Beach Community Development Department
Subject: Ordinance 2024-09: Appendix D John’s Pass Village Activity Center Development Standards Workshop

Background

The City of Madeira Beach Board of Commissioners adopted Ordinance 2023-01 (John’s Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) on March 13, 2024. These ordinances updated the Madeira Beach Comprehensive Plan and Future Land Use Map. Ordinance 2023-01 and Ordinance 2023-02 did not change the Land Development Regulations (LDRs) in the Madeira Beach Code of Ordinances or amend the Madeira Beach Zoning Map. The Madeira Beach Code of Ordinances LDRs and Madeira Beach Zoning Map must be amended within one (1) year of the adoption of the John’s Pass Village (JPV) Activity Center Plan and amendment to the City’s Future Land Use Map.

Discussion

Multiple ordinances need to be created and adopted to implement the JPV Special Area Plan: create the new development standards that corresponds with the JPV Activity Center Plan (Ordinance 2024-09), recategorize and rename the zoning district that will refer to these new development standards (Ordinance 2024-10), rezone the entire JPV Activity Center area (Ordinance 2024-11), and remove and reserve the zoning district that is no longer used (Ordinance 2024-12).

Ordinance 2024-09 Appendix D, the new JPV Activity Center Development Standards, creates a new appendix in the Code of Ordinances that outlines all development standards in the Activity

Center land use category. The development standards differ from character district to character district encompassing the standards from the JPV Special Area Plan.

Staff brought all four ordinances to the August 5, 2024, Planning Commission meeting for recommendation. The Planning Commission unanimously recommended all four Ordinances. In the recommendation motion for Ordinance 2024-09, the Planning Commission included amending Ordinance 2024-09 based on staff recommendations. The first staff recommendation included adding the maximum allowed stories in Section D-108. – Maximum building height. The second staff recommendation included a text change to say “open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit” in Section D-105.- Special exception uses. Ordinance 2024-09, Ordinance 2024-10, Ordinance 2024-11, and Ordinance 2024-12 went to first reading and public hearing at the August 14, 2024, Board of Commissioners Regular Meeting. The Board of Commissioners unanimously motioned for Ordinance 2024-09, Ordinance 2024-10, Ordinance 2024-11, and Ordinance 2024-12 to go to second reading and public hearing at the September 11, 2024, Board of Commissioners Regular Meeting.

Fiscal Impact

N/A

Recommendation(s)

Planning Commission and staff recommend approval of Ordinance 2024-09: Appendix D John’s Pass Village Activity Center Development Standards.

Attachments/Corresponding Documents

- Ordinance 2024-09 Ordinance 2024-09: Appendix D John’s Pass Village Activity Center Development Standards
- Madeira Beach Master Plan and Madeira Beach Code of Ordinances Height Summary
- John’s Pass Village Activity Center Height Support Materials
- Forward Pinellas’ Administrative Review Letter
- Tampa Bay Regional Planning Council Support Materials

ORDINANCE 2024-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ADOPT APPENDIX D TO ESTABLISH THE JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS; PROVIDING THAT SAID STANDARDS SHALL REGULATE DEVELOPMENT IN THE JOHN'S PASS VILLAGE DISTRICT; PROVIDING FOR PERMITTED, ACCESSORY AND SPECIAL EXCEPTION USES; PROVIDING FOR BUILDING SITE AREA REQUIREMENTS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING USE DENSITY; PROVIDING FOR MAXIMUM BUILDING HEIGHT; PROVIDING FOR MAXIMUM FLOOR AREA RATIO; PROVIDING FOR IMPERVIOUS SURFACE RATIO; PROVIDING FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS; PROVIDING FOR DESIGN STANDARDS AND GUIDELINES; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the John's Pass Village Activity Center Special Area Plan requires updates to the Madeira Beach Land Development Code to have consistent development standards; and

WHEREAS, to accomplish the stated intent City staff recommended changes to the C-1 Tourist Commercial District by renaming the district and replacing the development standards set forth in Sections 110-257 through 110-265 with Appendix D -John's Pass Village Activity Center Development Standards; and

WHEREAS, Appendix D -John's Pass Village Activity Center Development Standards will establish the regulations and means to preserve and rebuild the existing character, uses, and density and intensity of John's Pass Village; and

WHEREAS, Appendix D -John's Pass Village Activity Center Development Standards will include creating six Character Districts: Boardwalk, Commercial Core, John's Pass Resort, Low Intensity Mixed Use, Traditional Village, and Transitional; and

WHEREAS, each Character District within the John's Pass Village Activity Center has specific regulations related to development standards; and

WHEREAS, the John's Pass Village Activity Center Development Standards will regulate permitted uses, accessory uses, special exception uses, building site area requirements, setback requirements, density, maximum building height, intensity, impervious surface ratio, design standards, and design guidelines; and

WHEREAS, the Planning Commission has considered the recommended changes at a public hearing and has recommended approval to the Board of Commissioners; and

WHEREAS, the recommendations of the Planning Commission and city staff have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners held two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Appendix D -John's Pass Village Activity Center Development Standards is added to the Madeira Beach Code of Ordinances and shall read as follows:

Appendix D - John's Pass Village Activity Center Development Standards

Section D-101. – Definition; Purpose and Intent.

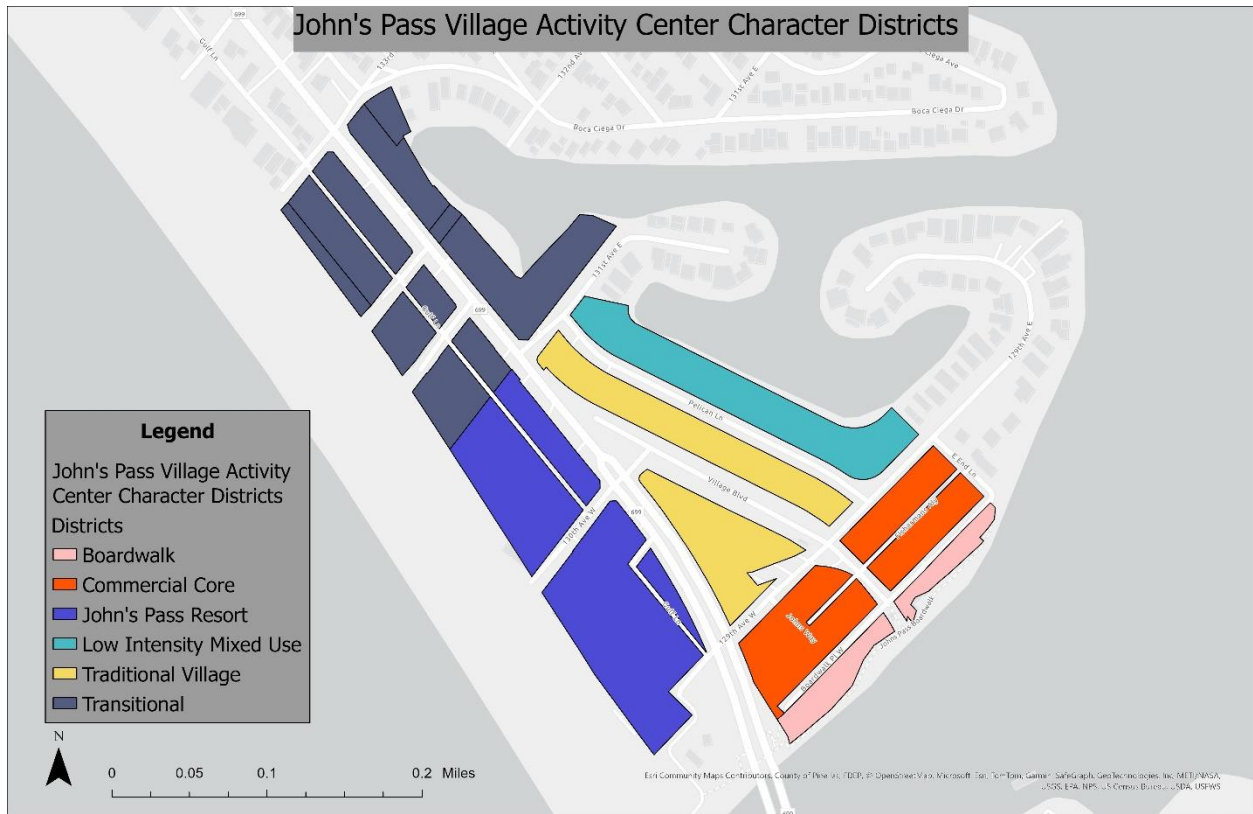
The John's Pass Village Activity Center Development Standards establishes the regulations and means to preserve and rebuild the existing character, uses, and density and intensity of John's Pass Village. The John's Pass Village Activity Center Development Standards are a comprehensive attempt to memorialize the character and function of this tourist, commercial, and cultural center, and to provide for future enhancement and revitalization.

Section D-113 includes design standards and guidelines for the tourist commercial areas in John's Pass Village Activity Center to retain and enhance the old Floridian fishing village architectural style.

Section D-102. – Relation to the Comprehensive Plan, Zoning District, and Character Districts.

The C-1 John's Pass Village Activity Center Zoning District correlates with the Activity Center future land use category of the City Madeira Beach Comprehensive Plan and Activity Center plan category in the Countywide Plan. The John's Pass Village Activity Center Zoning District has six Character Districts with specific regulations that reflect the uniqueness of each area.

Figure 1. Character Districts



Section D-103. – Permitted Uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the John's Pass Village District are as follows:

- 1) Boardwalk:
 - a. Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows.
 - b. Commercial recreation.
 - c. Commercial fishing activities and working waterfront.
 - d. Charter and party boat operations.
- 2) Commercial Core:
 - a. Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows.
 - b. Residential and vacation rental located above first floor commercial use.
 - c. Temporary lodging located above first floor commercial use.
 - d. Commercial recreation.
- 3) John's Pass Resort:
 - a. Residential and vacation rental.
 - b. Temporary lodging.
 - c. Publicly owned or operated parks and recreation areas.
 - d. Institutional.
- 4) Low Intensity Mixed Use:
 - a. Residential and vacation rental.
 - b. Temporary lodging.

- c. Publicly owned or operated parks and recreation areas.
- d. Institutional.
- 5) Traditional Village:
 - a. Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows.
 - b. Residential and vacation rental located above first floor commercial use.
 - c. Temporary lodging located above first floor commercial use.
 - d. Commercial recreation.
- 6) Transitional:
 - a. Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows only on the east side of Gulf Boulevard.
 - b. Residential and vacation rental.
 - c. Temporary lodging.
 - d. Publicly owned or operated parks and recreation areas.
 - e. Institutional.

Section D-104. – Accessory uses.

The accessory uses in the John's Pass Village District are as follows:

- 1) Boardwalk:
 - a. Off-street parking and loading.
 - b. Essential services.
 - c. Open elevated terrace uses.
 - d. Other customary accessory uses ancillary to the permitted uses.
- 2) Commercial Core:
 - a. Off-street parking and loading.
 - b. Essential services.
 - c. Open elevated terrace uses.
 - d. Other customary accessory uses ancillary to the permitted uses.
- 3) John's Pass Resort:
 - a. Off-street parking and loading.
 - b. Essential services.
 - c. Home occupation.
 - d. Other customary accessory uses ancillary to the permitted uses.
 - e. Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows only allowed up to 20 percent of the total building floor area ratio.
- 4) Low Intensity Mixed Use:
 - a. Off-street parking and loading.
 - b. Essential services.
 - c. Home occupation.
 - d. Other customary accessory uses ancillary to the permitted uses.
- 5) Traditional Village:
 - a. Off-street parking and loading.
 - b. Essential services.
 - c. Open elevated terrace uses.
 - d. Other customary accessory uses ancillary to the permitted uses.

- 6) Transitional:
- a. East side of Gulf Boulevard
 - i. Off-street parking and loading.
 - ii. Boat slips associated with a permitted business use, not for rental or commercial marine activities.
 - iii. Essential services.
 - iv. Home occupation.
 - v. Other customary accessory uses ancillary to the permitted use.
 - b. West side of Gulf Boulevard
 - i. Off-street parking and loading.
 - ii. Home occupation.
 - iii. Essential services.
 - iv. Other customary accessory uses ancillary to the permitted uses.
 - v. Retail commercial, personal service, business service, and restaurants excluding drive-through windows only allowed up to 20 percent of the building floor area ratio.

Section D-105.- Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the John's Pass Village District:

- 1) Boardwalk:
 - a. Exhibition of reptiles by permit.
 - b. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 2) Commercial Core:
 - a. Exhibition of reptiles by permit.
 - b. Private social, recreational or fraternal clubs and organizations.
 - c. Publicly owned or operated parks or recreation areas.
 - d. Stand-alone parking lots and parking garages.
 - e. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 3) John's Pass Resort:
 - a. Retail commercial, restaurant, and personal service uses as a stand-alone use. Stand-alone commercial by special exception use can only front Gulf Boulevard.
 - b. Public service facilities.
 - c. Commercial recreation.
 - d. Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 4) Low Intensity Mixed Use:
 - a. Restaurants, retail commercial and business service excluding drive-through windows only up to 20 percent of the total building floor area ratio.
 - b. Commercial recreation.
 - c. Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 5) Traditional Village:
 - a. Exhibition of reptiles by permit.
 - b. Private social, recreational or fraternal clubs and organizations.

- c. Publicly owned or operated parks or recreation areas.
 - d. Stand-alone parking lots and parking garages as a principal use.
 - e. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 6) Transitional:
- a. Public service facilities.
 - b. Commercial recreation.
 - c. Open rooftop, balcony and elevated terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.

Section D-106. - Building site area requirements.

The minimum building site area requirements are as follows:

- 1) Boardwalk:
 - a. Lot width: 40 feet.
 - b. Lot depth: 50 feet.
- 2) Commercial Core:
 - a. Lot width: 40 feet.
 - b. Lot depth: 80 feet.
- 3) John's Pass Resort:
 - a. Single-family, duplex, triplex: 40 feet in lot width.
 - b. Multifamily and temporary lodging: 60 feet in lot width.
 - c. Stand-alone commercial: 60 feet in lot width.
 - d. Lot depth: 80 feet.
- 4) Low Intensity Mixed Use:
 - a. Single-family, duplex, triplex: 40 feet in lot width.
 - b. Multifamily and temporary lodging: 60 feet in lot width.
 - c. Lot depth: 80 feet.
- 5) Traditional Village:
 - a. Lot width: 40 feet.
 - b. Lot depth: 75 feet.
- 6) Transitional:
 - a. Single-family, duplex, triplex: 40 feet in lot width.
 - b. Multifamily and temporary lodging: 60 feet in lot width.
 - c. Stand-alone commercial: 60 feet in lot width.
 - d. Lot depth: 80 feet.
 - e. Public service facilities: shall not exceed a maximum of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.

Section D-107. – Setback requirements.

Setbacks are the minimum required distance from the property lines to the outermost vertical component of a building wall. Step backs are measured from the lowest floor facade of the building. The following minimum and maximum setbacks shall apply in the John's Pass Village District:

- 1) Boardwalk:
 - a. Front yard (Boardwalk Place): 10 feet.

- i. Awnings may protrude into the setback a maximum of 4 feet. The property owner is responsible for maintenance and liability of the awning.
 - b. Side yard:
 - i. Lots equal to or less than 60 feet wide: none.
 - ii. Lots greater than 60 feet wide: 5-foot setback on one side.
 - c. Rear or waterfront yard: none, however access to the “tie-backs” supporting seawalls must be provided for maintenance.
 - d. A 10-foot minimum step back is required for stories above the second story on the rear or waterfront yard facade of the building.
 - i. Open structured porches and walkways are allowed within the step back.
 - ii. Enclosed stairways and elevator shafts are allowed within the step back.
- 2) Commercial Core:
- a. Front yard:
 - i. Buildings one story high: 0 feet minimum to 10 feet maximum.
 - ii. Buildings two or more stories high: 10 foot minimum. Structured arcades, awnings, and covered walkways are allowed in the setback.
 - iii. Awnings may protrude into the public right-of-way a maximum of 4 feet. The property owner is responsible for maintenance and liability of the awning.
 - b. Side yard:
 - i. Lots equal to or less than 100 feet wide: none.
 - ii. Lots greater than 100 feet wide: 10 feet on one side.
 - iii. For corner lots with a side yard along a street the side setback along the street must be 10 feet.
 - 1) Awnings may protrude into the public right-of-way along all street sides of corner lots a maximum of 4 feet. The property owner is responsible for maintenance and liability of the awning.
 - c. Rear yard: 20 feet.
 - d. A 10-foot minimum step back is required for stories above the second story on the front yard and street facing facade, not including alleys, of the building.
 - i. Open structured porches and walkways are allowed within the step back.
 - ii. Enclosed stairways and elevator shafts are allowed within the step back.
- 3) John’s Pass Resort:
- a. Front yard:
 - i. Single-family, duplex, and triplex: 20 feet.
 - ii. Multifamily and temporary lodging: 25 feet.
 - b. Rear yard:
 - i. Lots equal to or less than 100 feet long: 18 feet.
 - ii. Lots greater than 100 feet long: 25 feet.
 - c. Waterfront rear yard: For lots on the Gulf of Mexico, the setback shall be landward of the Coastal Construction Control Line (CCCL).
 - d. Side yard:
 - i. Single-family, duplex, and triplex:
 - 1) Lots equal to or less than 50 feet wide: 5-foot setback on each side.
 - 2) Lots greater than 50 feet wide: 15 feet with a minimum of 7 feet on either side.
 - ii. Multifamily, temporary lodging, and retail commercial:

- 1) Lots equal to or less than 120 feet long: 10 feet on each side.
 - 2) Lots between 120 to 240 feet wide: 15 feet on each side.
 - 3) Lots wider than 240 feet: 20 feet on each side.
 - e. A 10-foot minimum step back is required for stories above the third story on the front yard facade of the building.
 - i. Enclosed stairways and elevator shafts are allowed within the step back.
- 4) Low Intensity Mixed Use:
- a. Front yard: 20 feet.
 - b. Rear yard: 18 feet.
 - c. Side yard:
 - i. Lots equal to or less than 50 feet wide: 5 feet on each side.
 - ii. Lots greater than 50 feet wide: 10 feet on each side.
- 5) Traditional Village:
- a. Front yard: 0 feet minimum to 10 feet maximum.
 - i. Awnings may protrude into the public right-of-way a maximum of 4 feet. The property owner is responsible for maintenance and liability of the awning.
 - b. Rear yard: 10 feet.
 - c. Side yard:
 - i. 0 feet.
 - ii. For lots with a side yard along a street, the side setback must be 10 feet along a street.
 - d. A 10-foot minimum step back is required for stories above the second story on the front yard facade of the building.
 - i. Open structured porches and walkways are allowed within the step back.
 - ii. Enclosed stairways and elevator shafts are allowed within the step back.
- 6) Transitional:
- a. Front yard:
 - i. Single-family, duplex, and triplex: 20 feet.
 - ii. Multifamily, temporary lodging, and commercial: 20 feet.
 - b. Rear yard:
 - i. Lots equal to or shorter than 100 feet in length: 18 feet.
 - ii. Lots greater than 100 feet in length: 25 feet.
 - iii. Waterfront lots on the Gulf of Mexico: landward of the Coastal Construction Control Line (CCCL).
 - c. Side yard:
 - iii. Single-family, duplex, and triplex:
 - 1) Lots equal to or less than 50 feet in width, the minimum side yard setback is 5 feet on each side.
 - 2) Lots 51 feet or greater in width, the minimum total side yard setback is 15 feet with a minimum of 7 feet on each side.
 - iv. Multifamily, temporary lodging, and retail commercial:
 - 1) Lots equal to or less than 120 feet wide: 10 feet on each side.
 - 2) Lots wider than 120 feet but equal to or less than 240 feet: 15 feet on each side.
 - 3) Lots wider than 240 feet: 20 feet on each side.

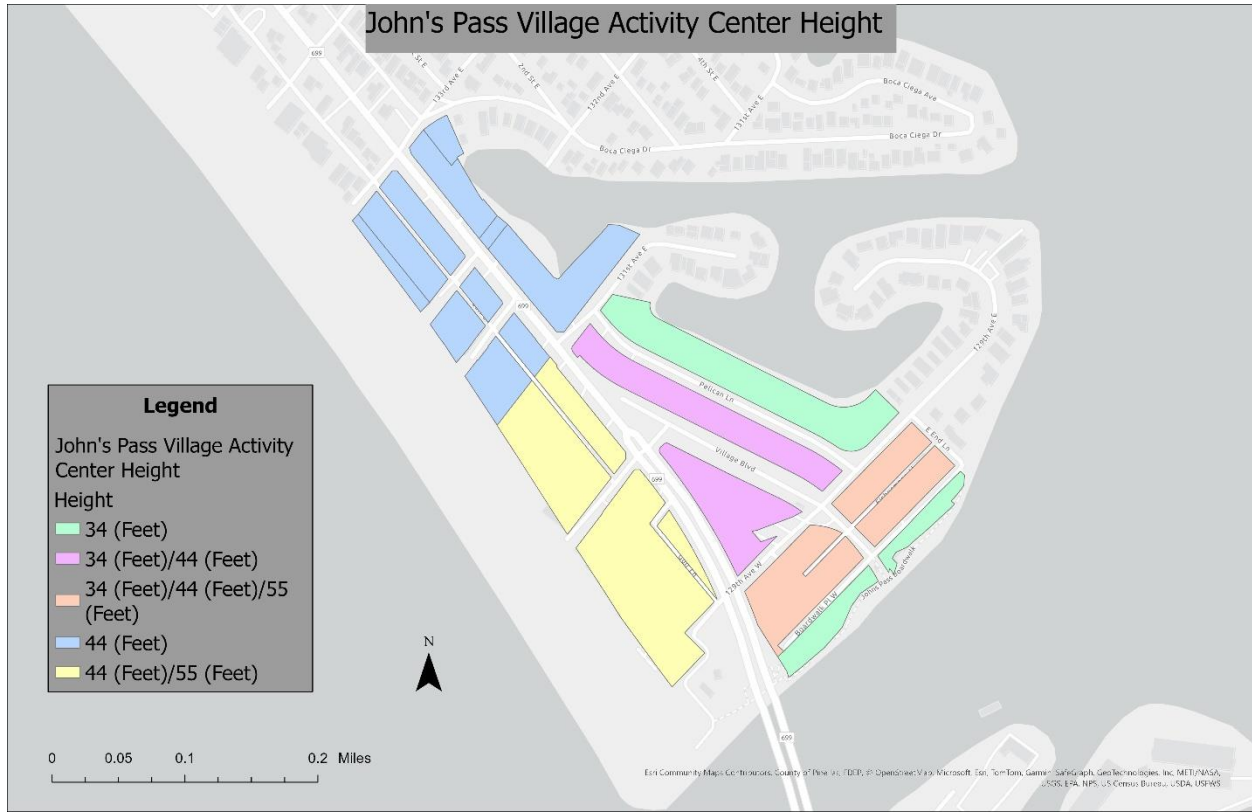
- d. A 10-foot minimum step back is required for stories above the third story on the front yard and street facing facade of the building.
 - i. Enclosed stairways and elevator shafts are allowed within the step back.

Section D-108. – Maximum building height.

The following maximum building heights are measured from Design Flood Elevation in the John's Pass Village District to the eave line or highest point of a flat roof of the building:

- 1) Boardwalk: 34 feet, not to exceed 2 stories over ground floor parking or commercial.
- 2) Commercial Core:
 - a. Lots equal to or less than ¼ acre in size: ~~34~~ 30 feet, not to exceed 2 stories over ground floor commercial.
 - b. Lots ~~between~~ larger than ¼ to ½ acre in size: 44 feet, not to exceed 3 stories over ground floor commercial.
 - c. ~~Lots equal to or larger than ½ acre in size: 55 feet, not to exceed 4 stories over ground floor commercial.~~
- 3) John's Pass Resort:
 - a. Lots equal to or less than ½ acre in size: 44 feet, not to exceed 4 stories over ground floor parking or commercial.
 - b. Lots greater than ½ acre in size: 55 feet, not to exceed 5 stories over ground floor parking.
- 4) Low Intensity Mixed Use: 34 feet, not to exceed 3 stories over ground floor parking or commercial.
- 5) Traditional Village:
 - a. Lots equal to or less than ½ acre: ~~34~~ 30 feet, not to exceed 2 stories over ground floor commercial.
 - b. Lots greater than ½ acre: 44 feet, not to exceed 3 stories over ground floor commercial.
- 6) Transitional: 44 feet.
 - a. West side of Gulf Boulevard: not to exceed 4 stories over ground floor parking.
 - b. East side of Gulf Boulevard: not to exceed 4 stories over parking or commercial.

Figure 2. John's Pass Village Activity Center Height Limits



Section D-109. – Residential, vacation rental, and temporary lodging use density.

The following maximum densities are measured in units per acre and must also fall within the floor area ratio maximums allowed (Section D-109). If using the alternative temporary lodging use standards see Section D-112.

- 1) Boardwalk:
 - a. Residential and vacation rental: 0 units per acre.
 - b. Temporary lodging: 0 units per acre.
- 2) Commercial Core:
 - a. Residential and vacation rental: 15 units per acre.
 - b. Temporary lodging: 60 units per acre.
- 3) John's Pass Resort:
 - a. Residential and vacation rental: 18 units per acre.
 - b. Temporary lodging: 60 units per acre.
- 4) Low Intensity Mixed Use:
 - a. Residential and vacation rental: 18 units per acre.
 - b. Temporary lodging: 40 units per acre.
- 5) Traditional Village:
 - a. Residential and vacation rental: 15 units per acre.
 - b. Temporary lodging: 45 units per acre.

- 6) Transitional:
 - a. Residential and vacation rental: 18 units per acre.
 - b. Temporary lodging: 50 units per acre.

Figure 3. Maximum Residential Density

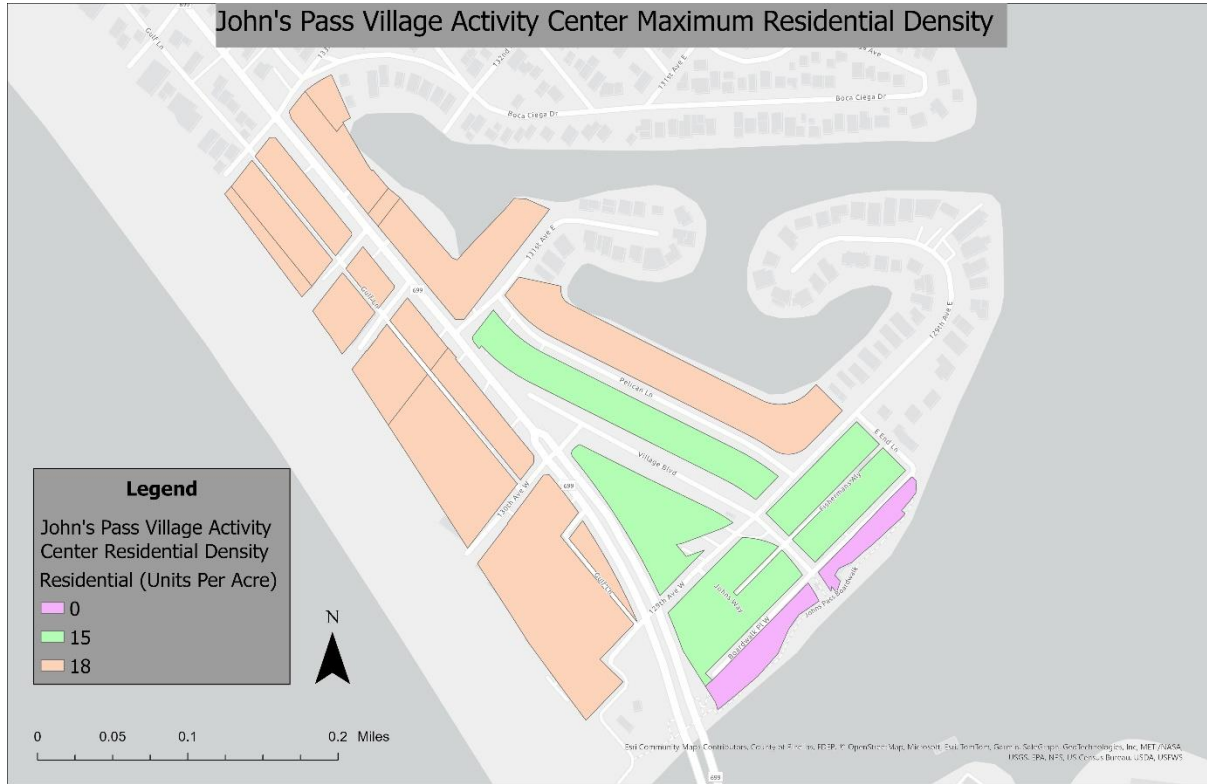
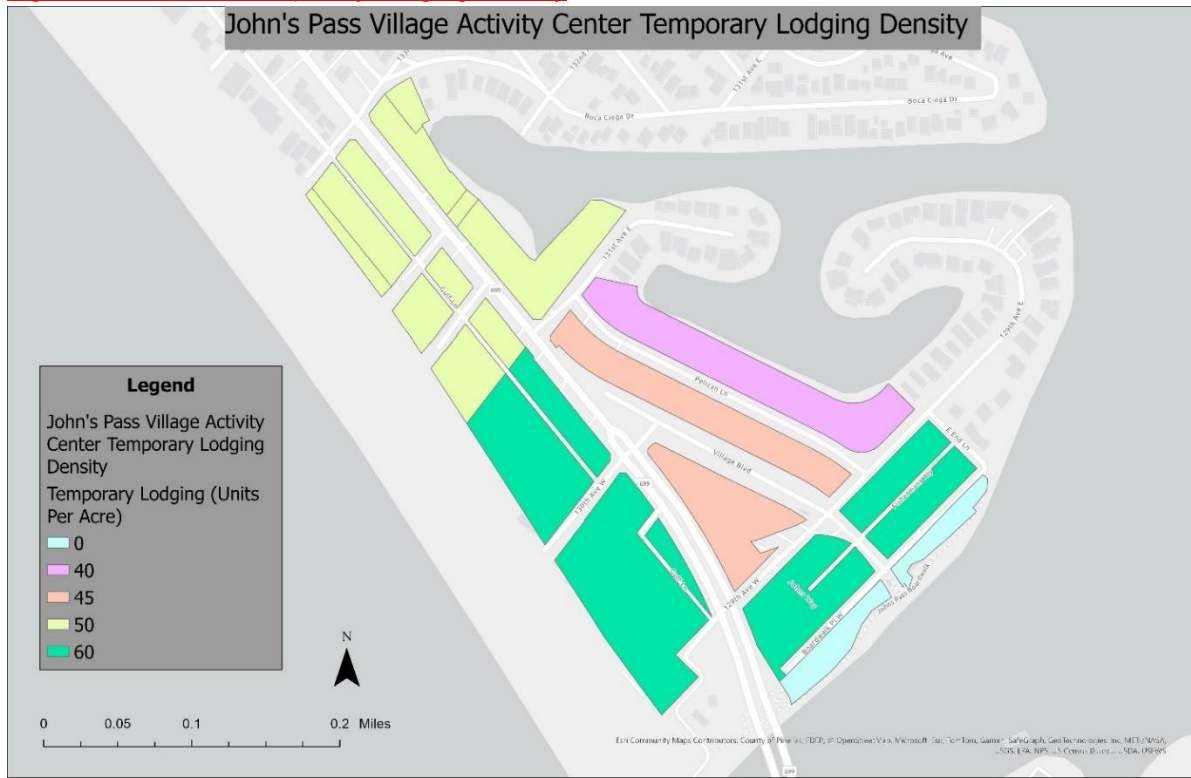


Figure 4. Maximum Temporary Lodging Density

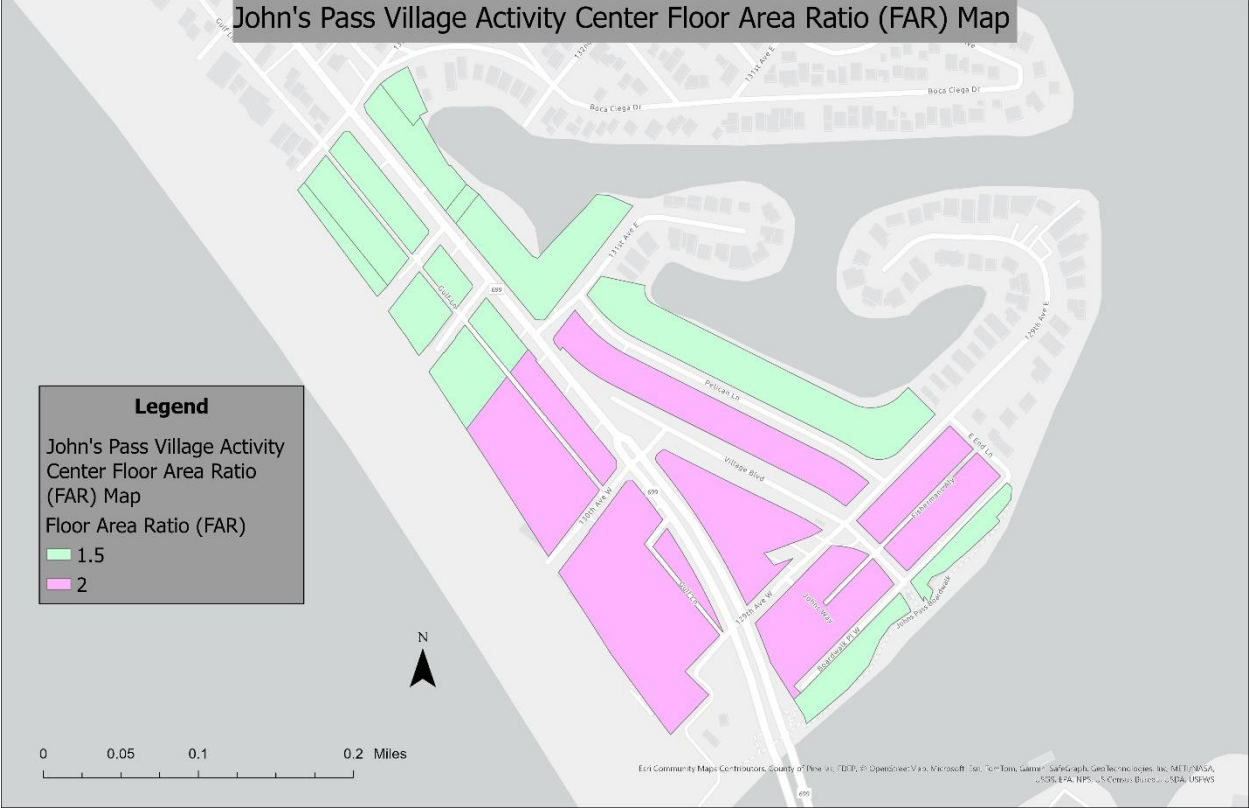


Section D-110. – Maximum floor area ratio.

Floor area ratio (FAR) is all-inclusive of residential, temporary lodging, and commercial uses in the John's Pass Village Activity Center. If using the alternative temporary lodging use standards see Section D-112.

- 1) Boardwalk: 1.5 FAR
- 2) Commercial Core: 2.0 FAR
- 3) John's Pass Resort: 2.0 FAR
- 4) Low Intensity Mixed Use: 1.5 FAR
- 5) Traditional Village: 2.0 FAR
- 6) Transitional: 1.5 FAR

Figure 5. John's Pass Village Activity Center Floor Area Ratio (FAR) Map



Section D-111. – Impervious surface ratio (ISR).

- 1) Boardwalk: 0.85
- 2) Commercial Core: 0.85
- 3) John's Pass Resort: 0.85
- 4) Low Intensity Mixed Use: 0.85
- 5) Traditional Village: 0.85
- 6) Transitional: 0.85

Section D-112. – Alternative Temporary Lodging Use Standards.

The following maximum densities are measured in units per acre and must also fall within the floor area ratio maximums allowed. A development agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standards. The development agreement must follow all the requirements in Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. Developments that use the Alternative Temporary Lodging Use Standards in the John's Pass Village Activity Center area shall conform to the design standards and guidelines in D-113 of this appendix.

- 1) Boardwalk: not available.
- 2) Commercial Core:
 - a. Temporary Lodging Density:
 - i. Lot area less than one acre: 75 units per acre.
 - ii. Lot area one acre or larger: 87 units per acre.
 - b. Intensity:
 - i. Lot area less than one acre: 2.2 FAR

- ii. Lot area one acre or larger: 3.0 FAR
- 3) John's Pass Resort:
 - a. Temporary Lodging Density: 75 units per acre.
 - b. Intensity:
 - i. Lot area less than one acre: 2.2 FAR
 - ii. Lot area one acre or larger: 2.5 FAR
- 4) Low Intensity Mixed Use:
 - a. Temporary Lodging Density: 60 units per acre.
 - b. Intensity: 2.0 FAR
- 5) Traditional Village: not available.
- 6) Transitional:
 - a. Temporary Lodging Density: 75 units per acre.
 - b. Intensity: 2.0 FAR

Figure 6. John's Pass Village Activity Center Alternative Temporary Lodging Use Standards Density Map

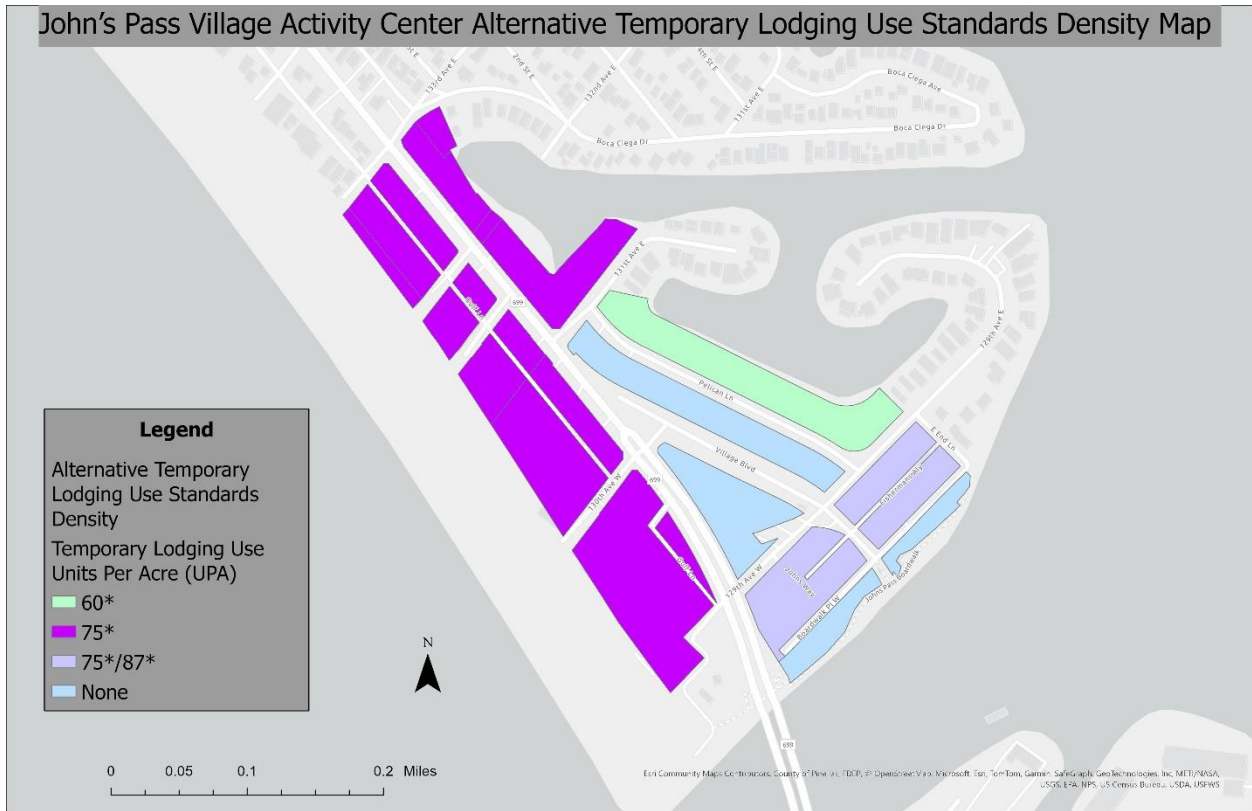
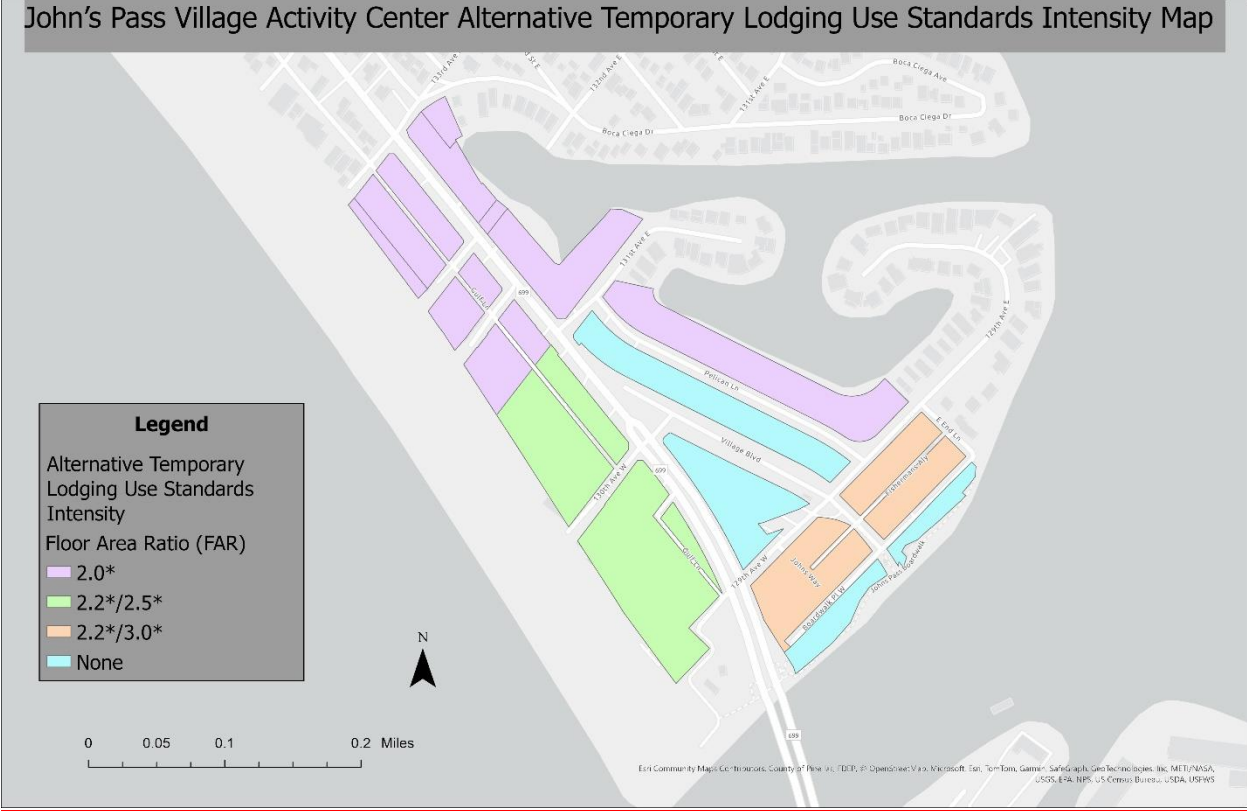


Figure 7. John's Pass Village Activity Center Alternative Temporary Lodging Use Standards Intensity Map



Section D-113. – Design Standards and Guidelines.

The following design standards and guidelines are only applicable to the Boardwalk, Commercial Core, and Traditional Village districts. Single family and duplex buildings are exempt from the following standards and guidelines. Standards are required while guidelines are recommended. If using the alternative temporary lodging use standards or rezoning to Planned Development with the future land use of Activity Center, the project shall conform to the entirety of Section D-113 including design standards and guidelines.

Building Facades. New and remodeled facades should conform to the general historical old Floridian fishing village architectural style of John's Pass Village. Decorative elements such as cornices, dormers and belt courses should be used to give scale and interest to the facades, to help define the building elements (base, middle, and top), and to create three-dimensional richness to the facades.

Facade rhythms. The building facades should incorporate multiple rhythms or cadences (rather than a single repetitive rhythm) that is reflective of the pattern found in the area. This is accomplished with a rich variety of surface treatments such as architectural features, large storefront windows and door frames, projecting bay window displays, canopies above the door, awnings, etc. Individual storefront facades should be narrow and change often to add richness to the sidewalk, street, and neighborhood. The preferred width of the storefront is approximately 40 feet and should have a maximum width of 100 feet.

Corner treatment. In cases where buildings are on a corner special treatment is encouraged for the buildings at these locations. This includes such things as rounded or cut corners, articulated corner entrances, accented display windows, special corner roof features, etc.

1) Design Standards:

- a. Any new mechanical units, including heating, ventilation and air conditioning equipment (HVAC) and exhaust and supply fans, shall be located in a visually inconspicuous area of a building, such as shielded on the roof, and not visible or shielded from public right-of-way.
- b. Structured parking facades must blend into the built environment with a visual appearance from the public right-of-way as an occupied building.
- c. Electric, gas service, public utility meters, satellite antennas, and associated services that are visible from the public right-of-way shall be located in the most inconspicuous location on a building, if the services must be located in a prominent visual location, screening with an enclosure may be required or painted to match the predominant facade color.
- d. Window and door shutters must be appropriate for the size of window or door.
- e. Awnings shall be below 14 feet in height, not less than 8 feet above the sidewalk. Internally lit or plastic awnings are not permitted. All awnings must comply with city codes.
- f. All solid waste and recycling containers are required to be screened from the right-of-way and adjacent properties.
- g. No single structure may be wider than 120 feet, parallelling to the right-of-way without providing a visual appearance of multiple buildings in increments of 40 to 100 feet.

2) Design Guidelines:

- a. Materials guidelines:
 - i. Wood siding may have an unfinished or painted appearance.
 - ii. Synthetic siding should have a clapboard appearance.
 - iii. Brick and stone should remain unpainted.
 - iv. Stucco should cover over any exterior CMU construction.
 - v. Roofs that are not flat should be standing seam metal.
- b. Outdoor cafés are encouraged to create a more pedestrian friendly environment.
- c. Exterior lighting should enhance the old Floridian fishing village aesthetic such as caged and hooded metal light fixtures.
- d. Storefront designs should incorporate large storefront windows typical of a main street and blank walls and small windows are discouraged.
- e. Paint colors should enhance the old Floridian fishing village aesthetic, such as coastal colors and earthy tones.
- f. Gabled roofs with dormers are encouraged.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Sections 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA
BEACH, FLORIDA, THIS _____ day of _____, 2024.**

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

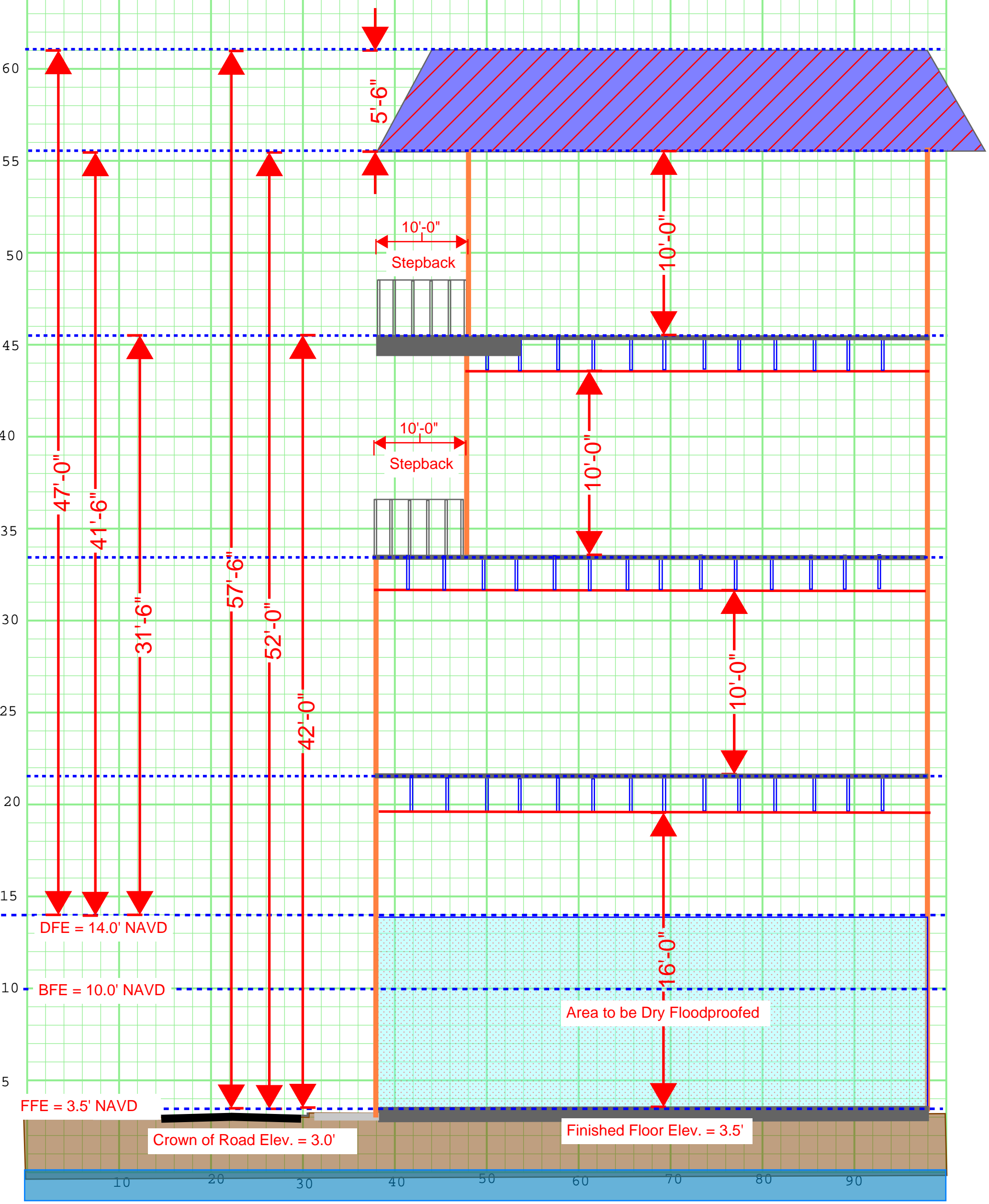
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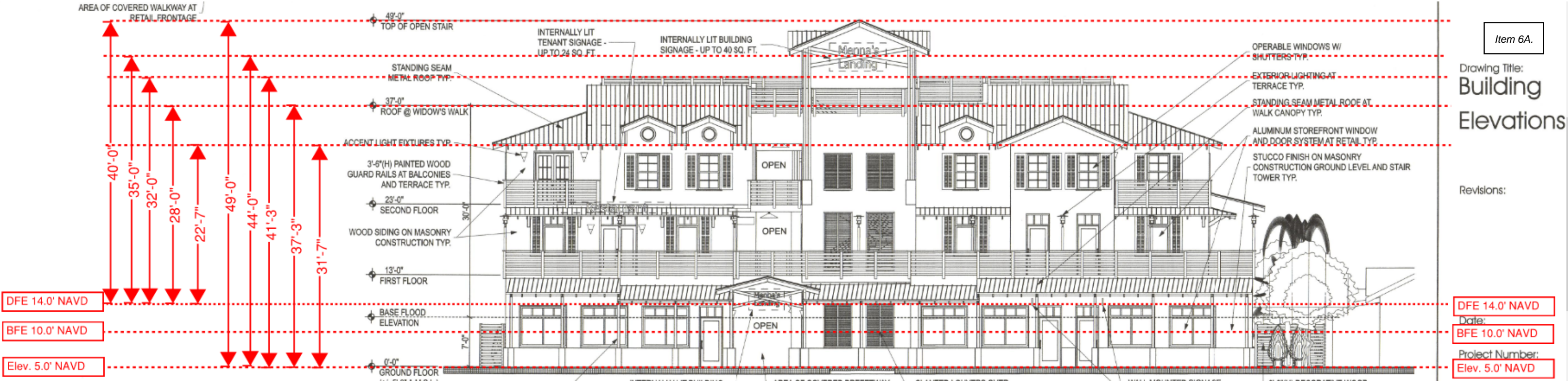
PUBLISHED: _____

PASSED ON SECOND READING: _____

JPV HEIGHT EXHIBIT 4 STORIES W/ 3RD & 4TH FLOOR 10' STEPBACKS

Sketch provides for a 16' high 1st floor & could be reduced to 13', giving the 3 remaining floors 1 additional foot of height while still maintaining the overall eave height, from DFE, of 41.5'





View from 3rd story



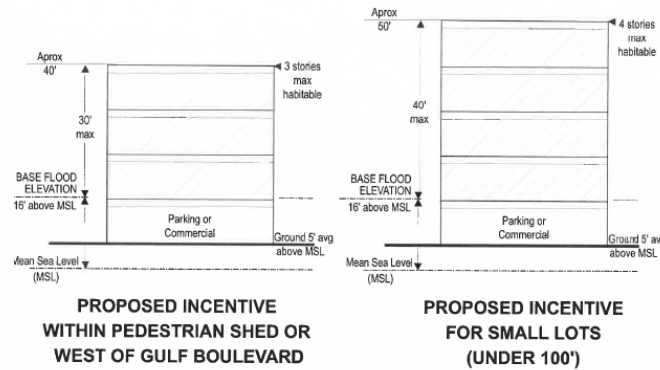
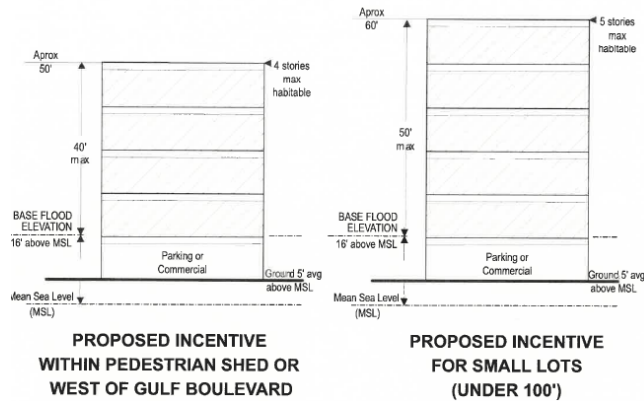
View from 3rd story

Madeira Beach Master Plan 2002

	C1 TOURIST COMMERCIAL	C2 JOHN'S PASS MARINE	C3 RETAIL COMMERCIAL	C4 MARINE COMMERCIAL
BUILDING TYPE				
BUILDING HEIGHT				

WEST OF GULF BOULEVARD - BUILDING HEIGHT R3

EAST OF GULF BOULEVARD - BUILDING HEIGHT C3



BUILDING HEIGHT & MASSING

No building shall be less than two stories and no more than six stories, including at grade parking, measured from grade at the front entrance of the building to the top of the parapet or roof eave. The exceptions are sites designated as such within their respective Community Redevelopment Districts, where individually developed height and massing guidelines shall pertain.

(Madeira Beach Master Plan 2002, 76)

Current Madeira Beach Code of Ordinances

“Height, building means the vertical distance from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch. When a building is located within a special flood hazard area having a designated base flood elevation on the flood insurance rate map (FIRM), the height may be measured from the base flood elevation plus required freeboard to the highest point of the building.”

“Story means that portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between such floor and the ceiling next above it. The ground floor of a building may be used for parking and not counted as a story.”

Sec. 110-430. - Height regulations.

(a)General application. No building or structure shall have a greater number of stories, nor have an aggregate height greater than is permitted in the district in which such building or structure is located, except as noted in this subsection

(b) of this section.(b)Permitted exception to height regulations. Chimneys, cooling towers, elevators, bulkheads, fire towers, stairways, protective railings, gas tanks, steeples, water towers, ornamental towers or spires, amateur radio towers or necessary mechanical appurtenances, may be erected as to their height in accordance with existing or hereafter adopted ordinances of the municipality, provided no tower other than a church spire or such noncommunication tower of a public building shall exceed 20 feet above the maximum allowable building height limit or 20 feet above the main building roof if the roof is below the maximum allowable building height. For reasons of architectural aesthetics the owner may appeal to the local planning agency, and if the architectural design is endorsed by the local planning agency, the owner may petition the special magistrate for a variance from the 20-foot height limitation. No tower shall be used as a place of habitation.



July 9, 2024

Andrew Morris, AICP
Long Range Planner
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Administrative review notice for Tier I Amendment (Ordinances 2024-10, 2024,11 and 2024-09 Appendix D -John's Pass Village Activity Center Development Standards)

Dear Andrew:

Thank you for submitting the above referenced Tier I Amendment and providing the local Ordinances 2024-10, 2024,11 and 2024-09 Appendix D -John's Pass Village Activity Center Development Standards. This is a local amendment to regulations governing an Activity Center, which is therefore classified as a Tier I amendment per Section 6.2.2 of the Countywide Rules. Since the densities, intensities and permitted uses are consistent with the standards adopted in the Tier II Countywide Plan Map amendment CW 23-03, this amendment meets the requirements of the Tier I process.

The John's Pass Village standards fit within the general framework provided by the Countywide Rules, with specific adaptations to the local context. Specific adaptations in density, intensity, building heights, FAR, and ISR are in place to reflect the unique character and needs of the John's Pass Village area.

We recognize that the consistency process is an ongoing one and if either the City or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner



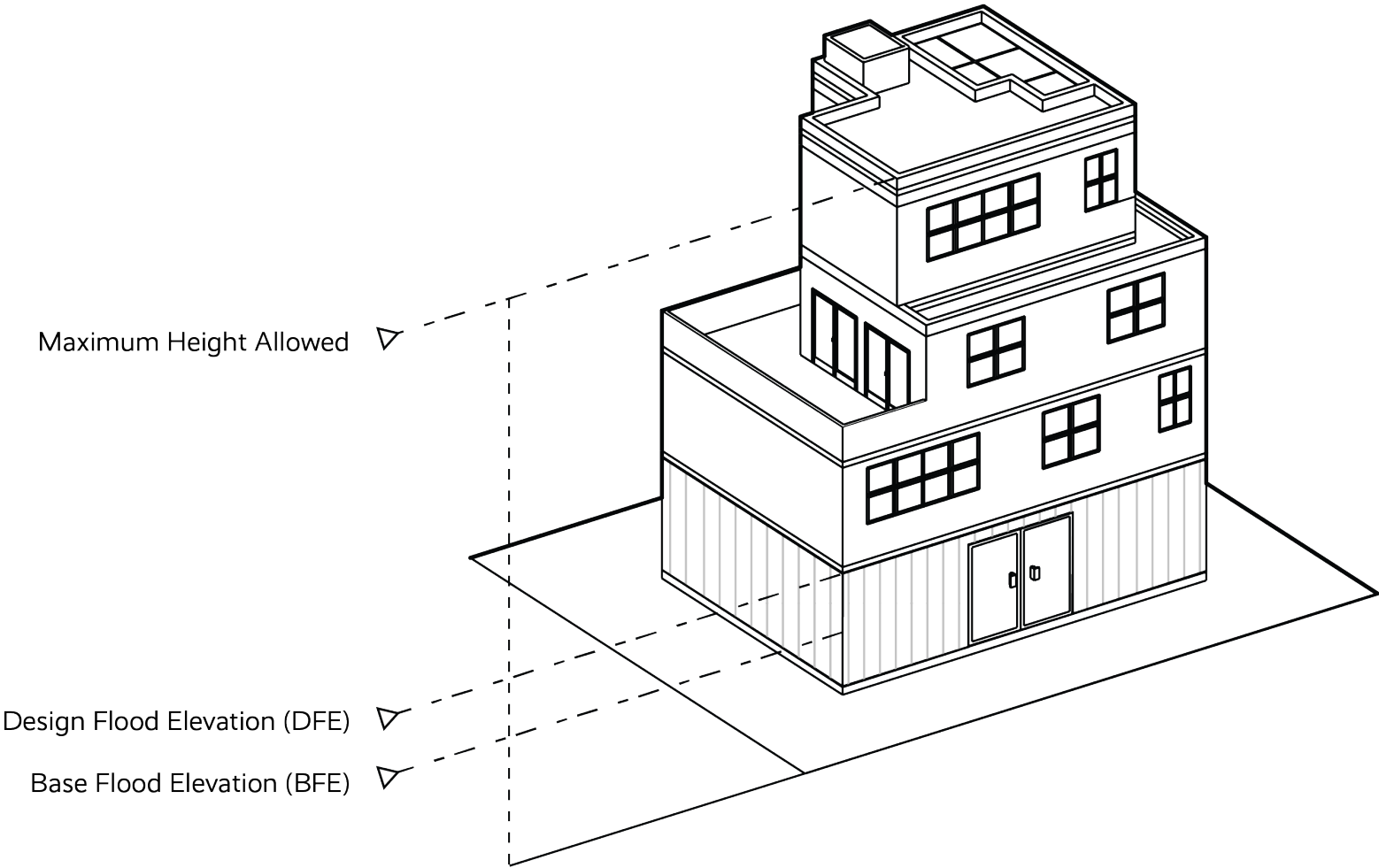
CITY OF MADEIRA BEACH
ORDINANCE 2024-09: TECHNICAL ASSISTANCE SERVICE

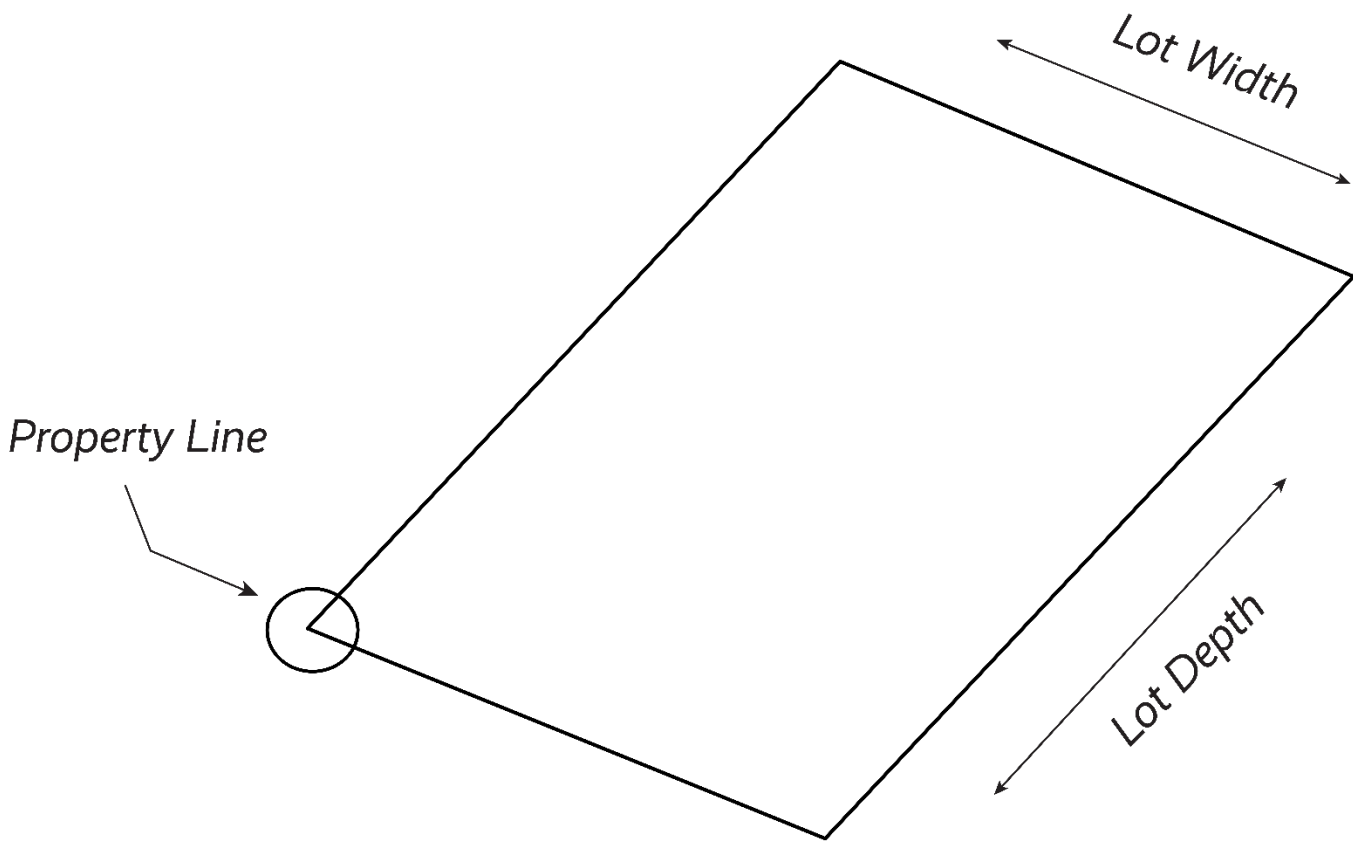
Prepared by the Tampa Bay Regional Planning Council

August 1, 2024

Contact:
Sarah Vitale, Planning Director
sarah@tbrpc.org

Height Lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4' of freeboard.





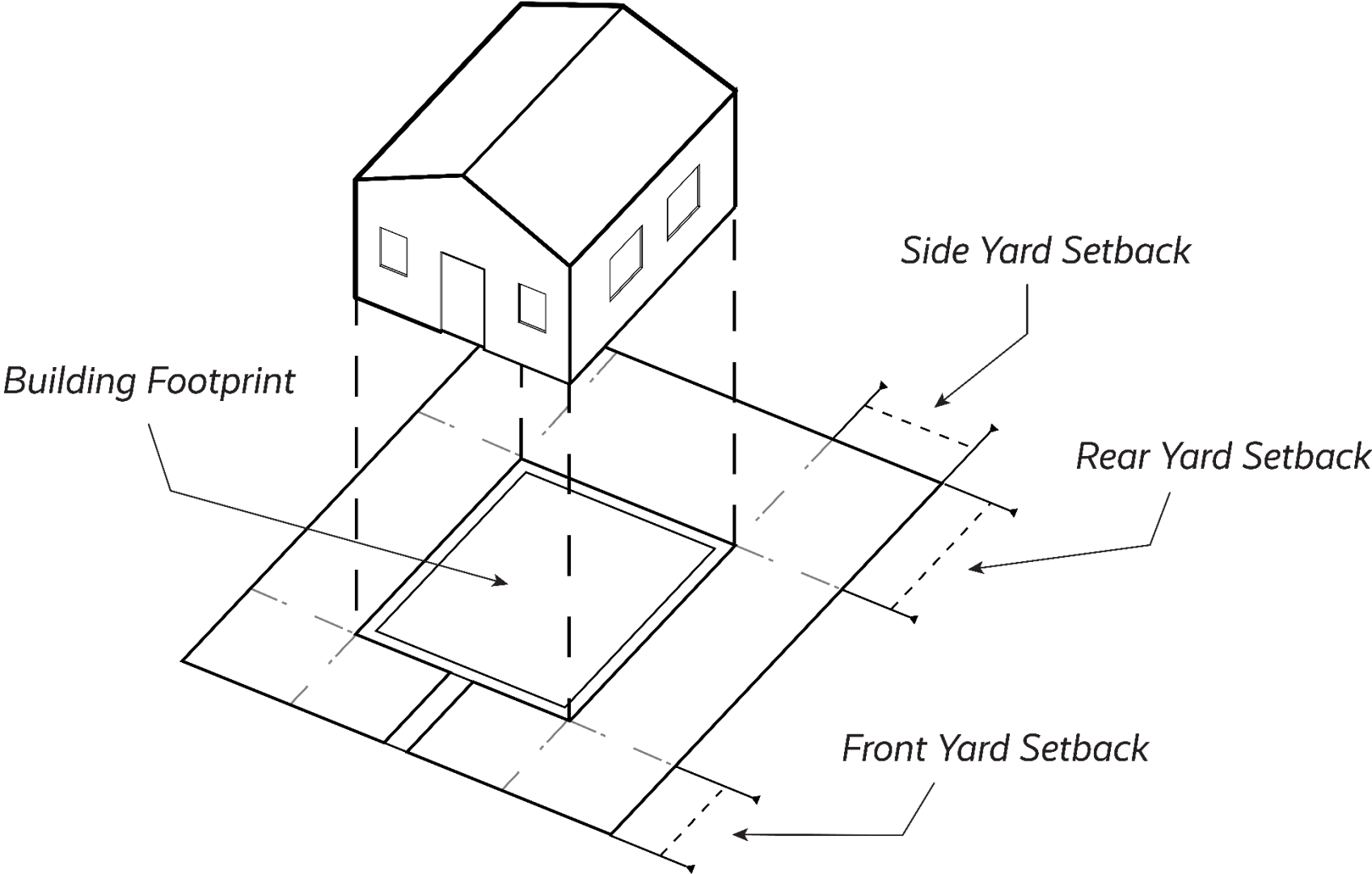
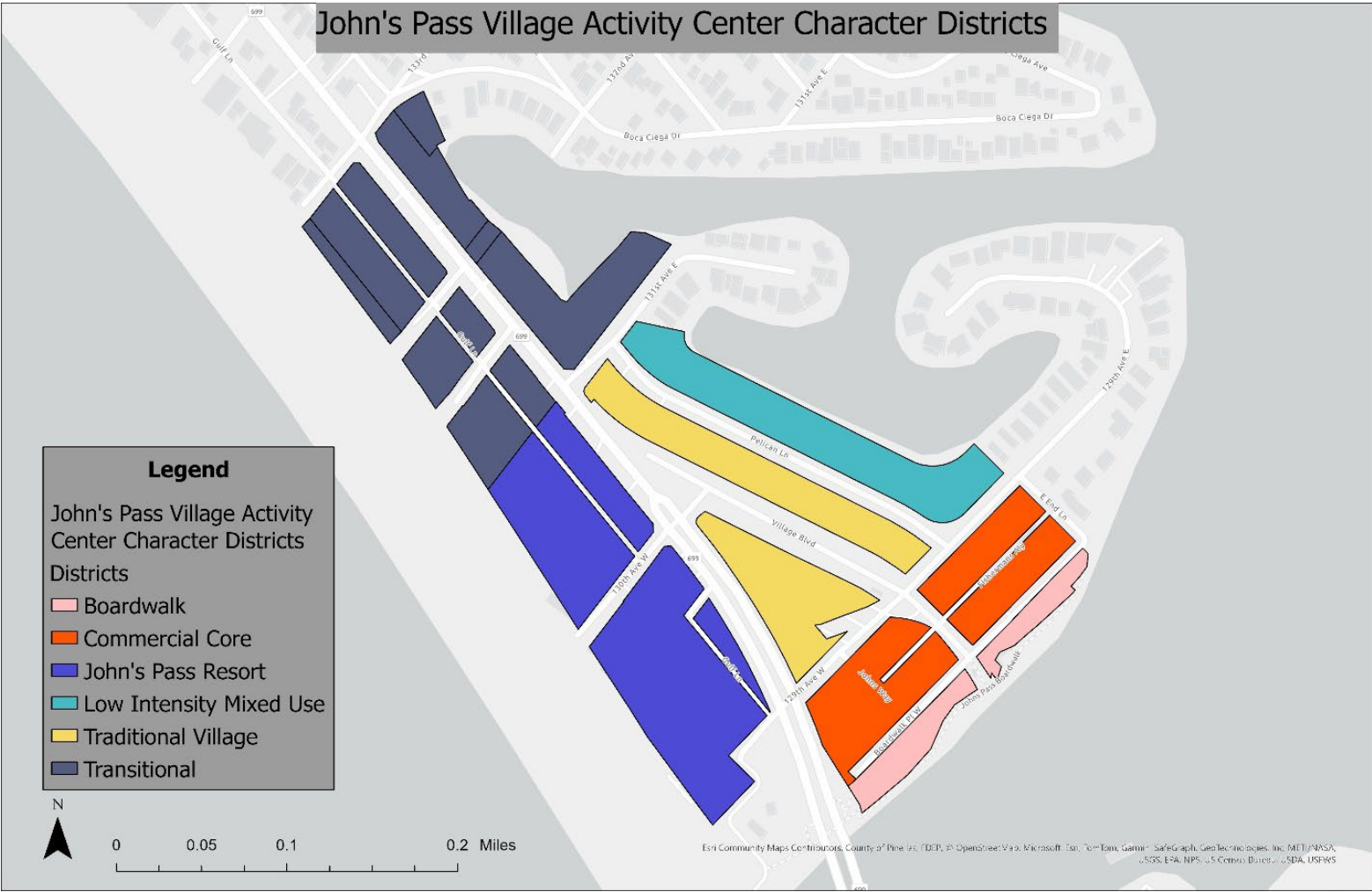


FIGURE 1. JOHN'S PASS VILLAGE ACTIVITY CENTER CHARACTER DISTRICTS



Map Source: City of Madeira Beach



TABLE 1. PRINCIPAL USES PERMITTED IN THE JOHN’S PASS VILLAGE ACTIVITY CENTER

PRINCIPAL USE	BOARDWALK	COMMERCIAL CORE	JOHN’S PASS RESORT	LOW INTENSITY MIXED USE	TRADITIONAL VILLAGE	TRANSITIONAL
Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows.	Permitted	Permitted			Permitted	East side of Gulf Blvd.
Commercial recreation	Permitted	Permitted			Permitted	
Commercial fishing activities and working waterfront	Permitted					
Charter and party boat operations	Permitted					
Residential and vacation rental		Above 1 st floor commercial use	Permitted	Permitted	Above 1 st floor commercial use	Permitted
Temporary lodging		Above 1 st floor commercial use	Permitted	Permitted	Above 1 st floor commercial use	Permitted
Publicly owned or operated parks and recreation areas			Permitted	Permitted		Permitted
Institutional			Permitted	Permitted		Permitted



TABLE 2. ACCESSORY USES PERMITTED IN THE JOHN’S PASS VILLAGE ACTIVITY CENTER

ACCESSORY USE	BOARDWALK	COMMERCIAL CORE	JOHN’S PASS RESORT	LOW INTENSITY MIXED USE	TRADITIONAL VILLAGE	TRANSITIONAL
Off-street parking and loading	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Essential services	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Commercial, business service, personal service, office, office support, restaurant, and retail commercial excluding drive-through windows only allowed up to 20 percent of the total building floor area ratio.			Permitted			
Retail commercial, personal service, business service, and restaurants excluding drive-through windows only allowed up to 20% of the building floor area ratio						West side of Gulf Blvd.
Home occupation			Permitted	Permitted		Permitted
Boat slips associated with a permitted business use, not for rental or commercial marine activities						East side of Gulf Blvd.
Other customary accessory uses ancillary to the permitted uses	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted



TABLE 3. SPECIAL EXEMPTION USES PERMITTED IN THE JOHN’S PASS VILLAGE ACTIVITY CENTER

SPECIAL EXEMPTION USE	BOARDWALK	COMMERCIAL CORE	JOHN’S PASS RESORT	LOW INTENSITY MIXED USE	TRADITIONAL VILLAGE	TRANSITIONAL
Exhibition of reptiles by permit	Permitted	Permitted			Permitted	
Private social, recreational or fraternal clubs and organizations		Permitted			Permitted	
Publicly owned or operated parks or recreation areas		Permitted			Permitted	
Stand-alone parking lots and parking garages as a principal use		Permitted			Permitted	
Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Open terrace use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit			Permitted	Permitted		Permitted
Retail commercial, restaurant, and personal service uses as a stand-alone use			Permitted; Commercial only on Gulf Blvd.			
Restaurants, excluding drive-through windows				Permitted		
Retail commercial and business service, excluding drive-through windows				Permitted		
Commercial recreation			Permitted	Permitted		Permitted
Public service facilities			Permitted			Permitted



#1. BOARDWALK CHARACTER DISTRICT

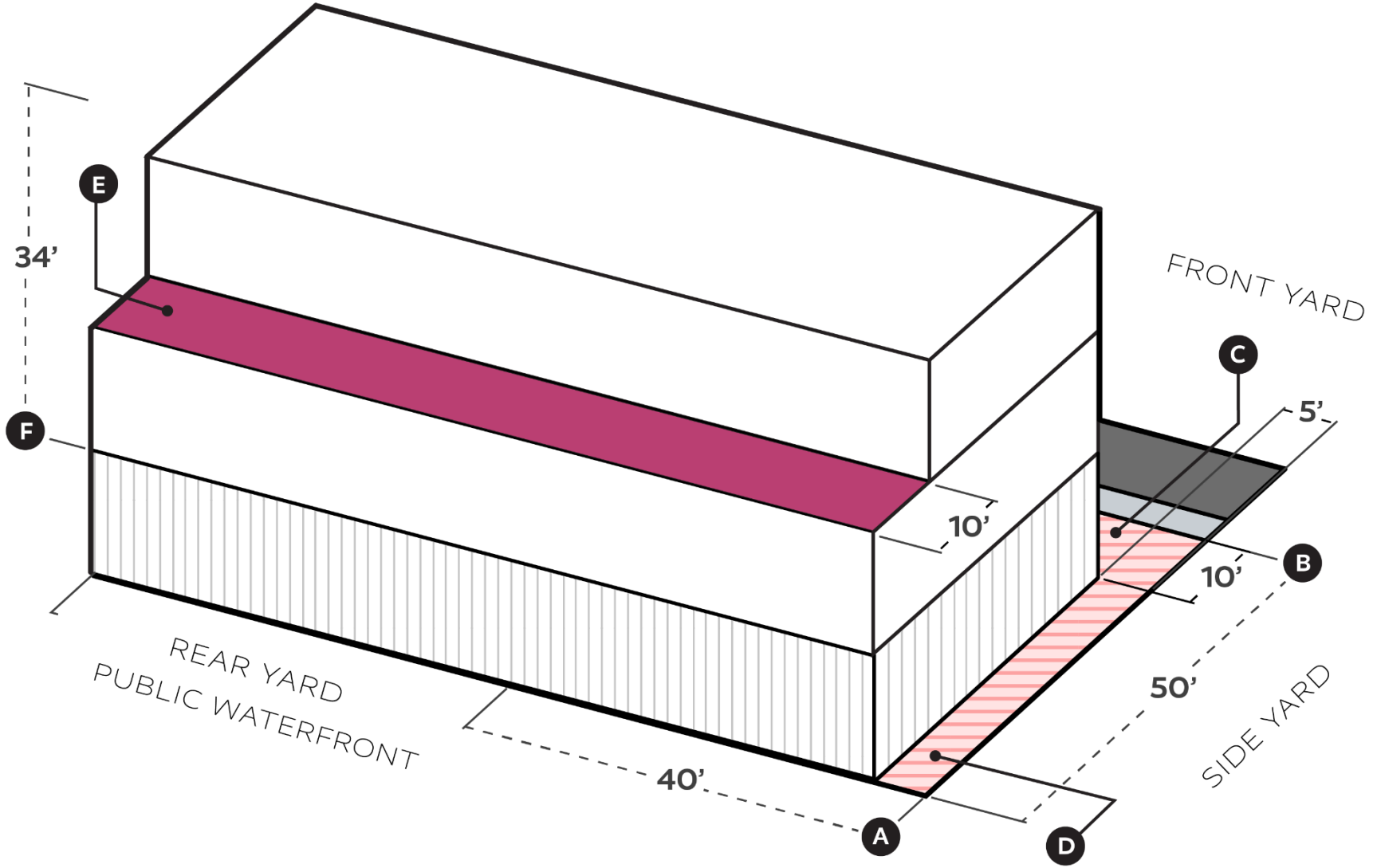
BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Lot width	40 feet minimum	A
	Lot depth	50 feet minimum	B
FRONT YARD SETBACK	Boardwalk Place	10 Feet*	C
SIDE YARD SETBACK	Side yard for lots ≤ 60 feet wide	0 feet	-
	Side yard for lots > 60 feet wide	5 feet on one side	D
REAR YARD SETBACK	All lots	No setback, however, access to the “tie-backs” supporting seawalls must be provided for maintenance.	-
STEP-BACK	Multiple story buildings	10-foot minimum step-back is required for stories above the second story on the rear or waterfront yard façade of the building.**	E
BUILDING HEIGHT	All lots	34 feet maximum, not to exceed 2 stories over ground floor commercial.***	F

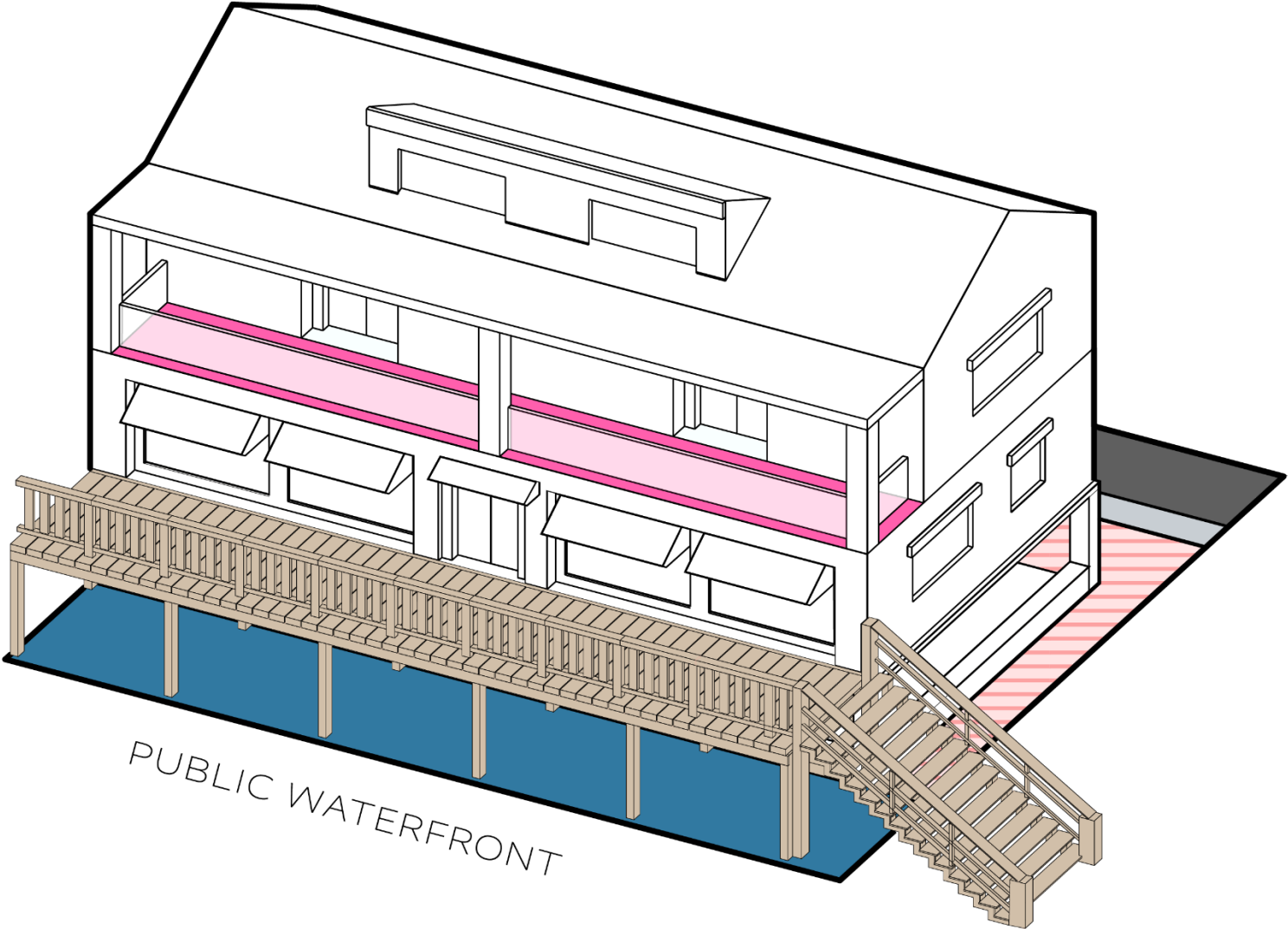
* Awnings may protrude into the setback a maximum of 4 feet.

** Open structured porches, walkways, enclosed stairways, and elevator shafts are allowed within the step-back.

***Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.







PUBLIC WATERFRONT

#2. COMMERCIAL CORE CHARACTER DISTRICT

BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Lot width	40 feet minimum	A
	Lot depth	80 feet minimum	B
FRONT YARD SETBACK	1 story buildings	0-10 feet	-
	2 or more story buildings	10 feet*	C
SIDE YARD SETBACK	Lots ≤ 100 feet wide	No setback requirement	D
	Lots > 100 feet wide	10 feet on one side	E
	Corner lots	10 feet along the street**	F
REAR YARD SETBACK	All lots	20 feet	G
STEP-BACK	Multiple story buildings	10-foot minimum step-back for stories above the second story on the front yard and street facing façade, not including alleys, of the building.***	H
BUILDING HEIGHT*	Lots ≤ ¼ acre in size	34 feet, not to exceed 2 stories over ground floor commercial.****	I
	Lots between ¼ and ½ acre in size	44 feet, not to exceed 3 stories over ground floor commercial.****	J
	Lots ≥ ½ acre in size	55 feet, not to exceed 4 stories over ground floor commercial.****	K

* Structured arcades, awnings, or covered walkways allowed in the setback. Awnings may protrude 4 feet into the public right-of-way.

** Awnings may protrude 4 feet into the public right-of-way along street sides.

*** Open structured porches, walkways, enclosed stairways, and elevator shafts are allowed within the step-back.

**** Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.



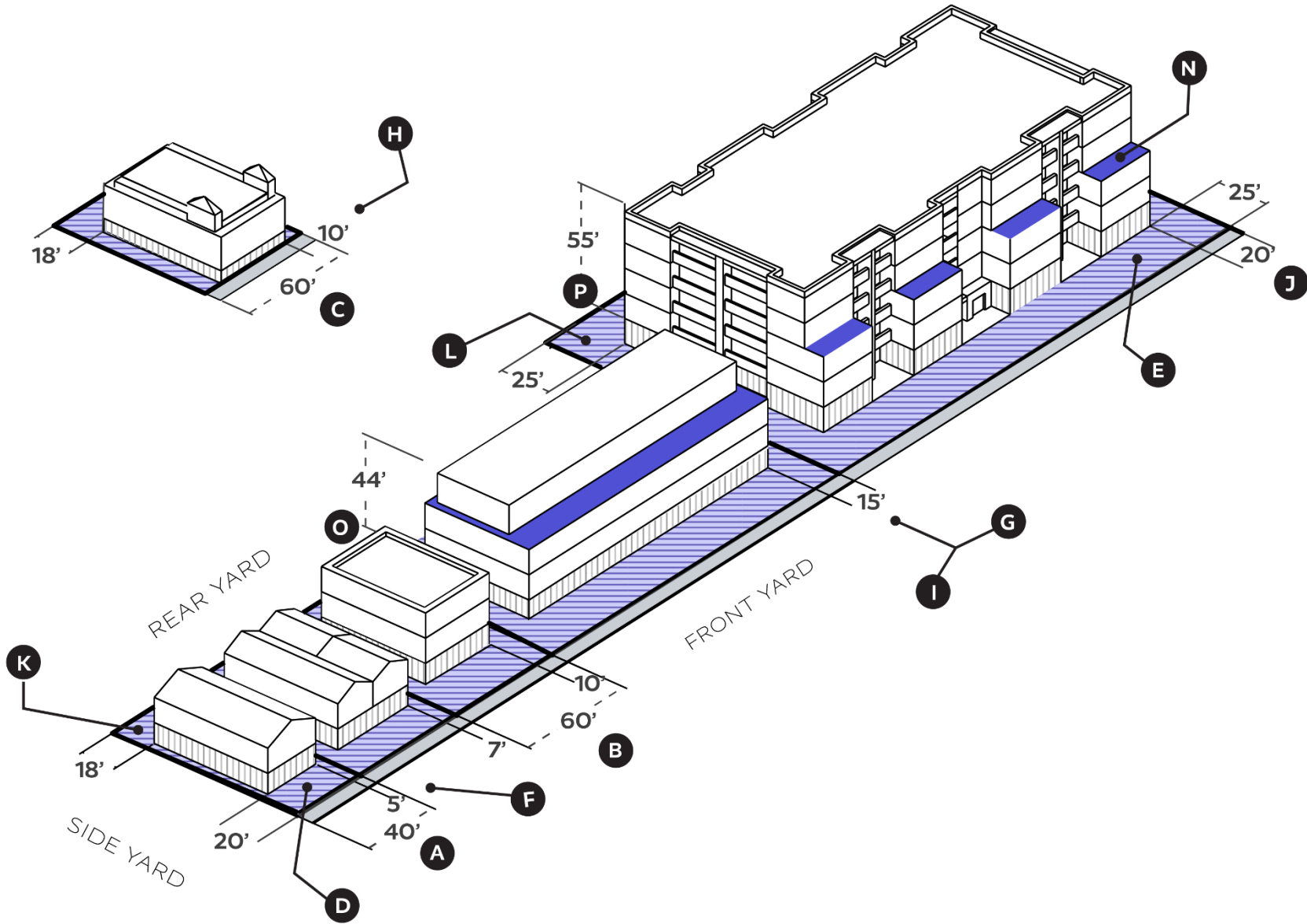
#3. JOHN'S PASS RESORT CHARACTER DISTRICT

BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Single-family, duplex, triplex	40 feet wide minimum	A
	Multifamily and temporary lodging	60 feet wide minimum	B
	Stand-alone commercial	60 feet wide minimum	C
FRONT YARD SETBACK	Single-family, duplex, and triplex	20 feet	D
	Multifamily and temporary lodging	25 feet	E
SIDE YARD SETBACK	Single-family, duplex, and triplex		
	Lots ≤ 50 feet wide	5 feet minimum on both sides	F
	Lots > 50 feet wide	15 feet minimum total with a minimum of 7 feet on either side	G
	Multifamily, temporary lodging, and retail commercial		
	Lots ≤ 120 feet wide	10 feet minimum on both sides	H
	Lots 121-240 feet wide	15 feet minimum on both sides	I
	Lots > 240 feet wide	20 feet minimum on both sides	J
REAR YARD SETBACK	Lots ≤ 100 feet long	18 feet	K
	Lots > 100 feet long	25 feet	L
	Waterfront lots on the Gulf of Mexico	Landward of the Coastal Construction Control Line (CCCL)	-
STEP-BACK	Multiple story buildings	10-foot minimum step-back is required for stories above the third story on the front yard façade of the building.*	N
BUILDING HEIGHT*	Lots ≤ ½ acre in size	44 feet maximum, not to exceed 4 stories over ground floor parking.**	O
	Lots > ½ acre in size	55 feet maximum, not to exceed 5 stories over ground floor parking.**	P

*Enclosed stairways and elevator shafts are allowed within the step-back.

** Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.



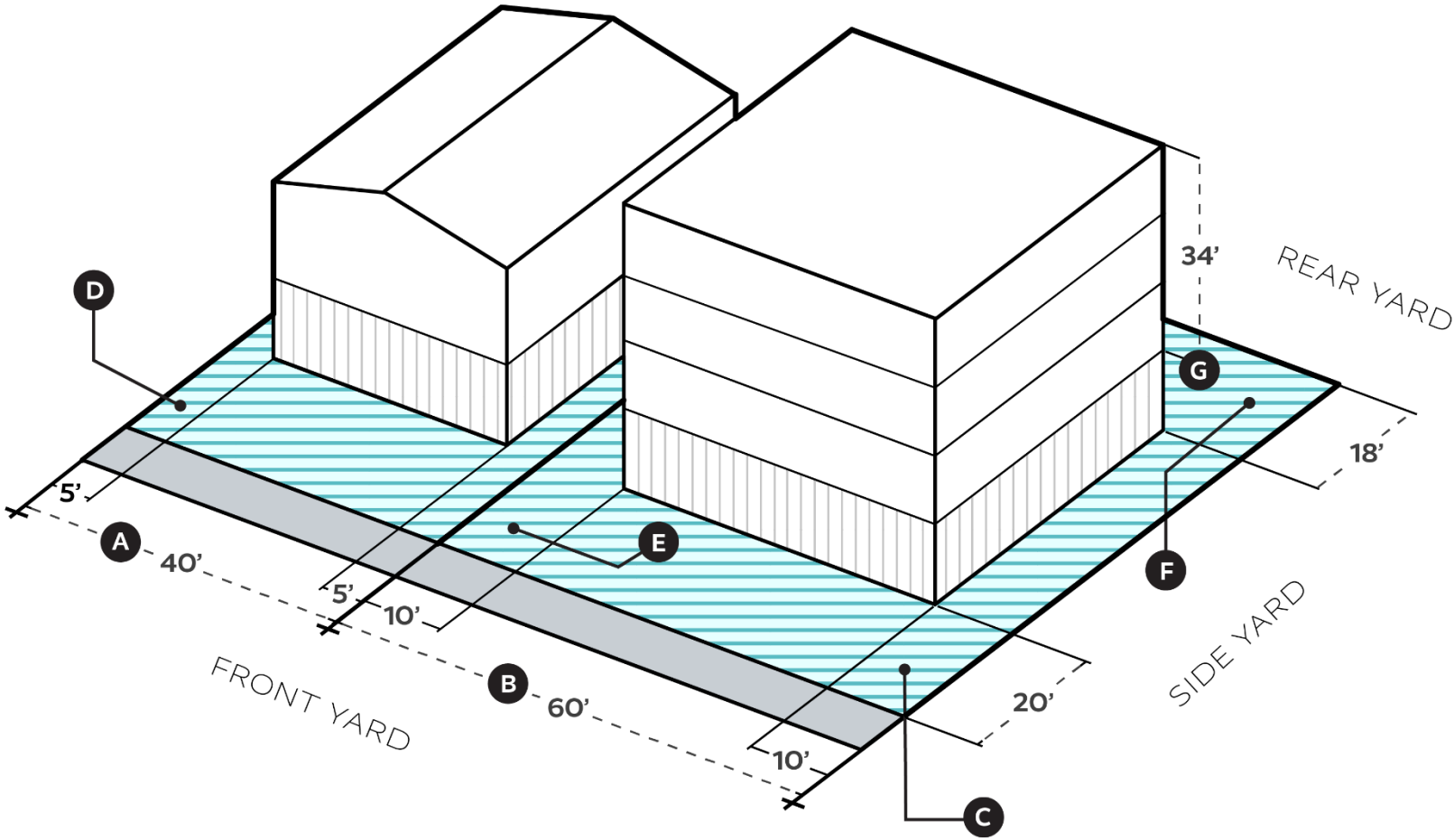


#4. LOW INTENSITY MIXED USE CHARACTER DISTRICT

BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Single-family, duplex, triplex	40 feet wide minimum	A
	Multifamily and temporary lodging	60 feet wide minimum	B
FRONT YARD SETBACK	All lots	20 feet	C
SIDE YARD SETBACK	Lots ≤ 50 ft wide	5 feet on each side	D
	Lots > 50 ft wide	10 feet on each side	E
REAR YARD SETBACK	All lots	18 feet	F
BUILDING HEIGHT	All lots	34 feet maximum, not to exceed 3 stories over ground floor parking.*	G

* Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.





#5. TRADITIONAL VILLAGE CHARACTER DISTRICT

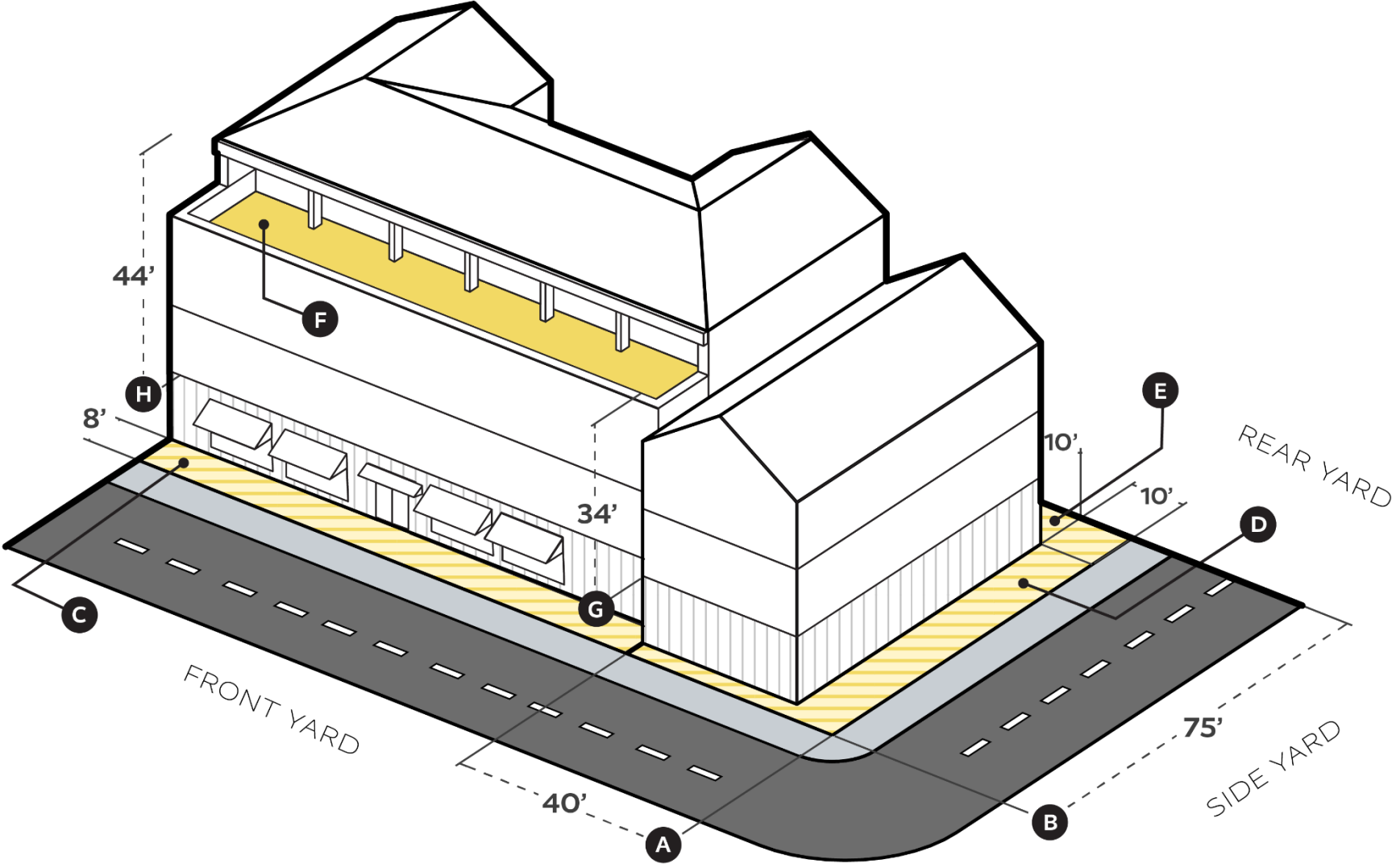
BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Lot width	40 feet minimum	A
	Lot depth	75 feet minimum	B
FRONT YARD SETBACK	All lots	0-10 feet*	C
SIDE YARD SETBACK	Lots without a side yard along a street	0 feet	-
	Lots with a side yard along a street	10 feet along the street	D
REAR YARD SETBACK	All lots	10 feet	E
STEP-BACK	Multiple story buildings	10-foot minimum step-back is required for stories above the second story on the front yard façade of the building.**	F
BUILDING HEIGHT	Lots ≤ ½ acre in size	34 feet, not to exceed 2 stories over ground floor commercial.***	G
	Lots > ½ acre in size	44 feet, not to exceed 3 stories over ground floor commercial.***	H

* Awnings may protrude in the public right-of-way a maximum of 4 feet.

** Open structured porches, walkways, enclosed stairways, and elevator shafts are allowed within the step-back.

*** Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.





#6. TRANSITIONAL CHARACTER DISTRICT

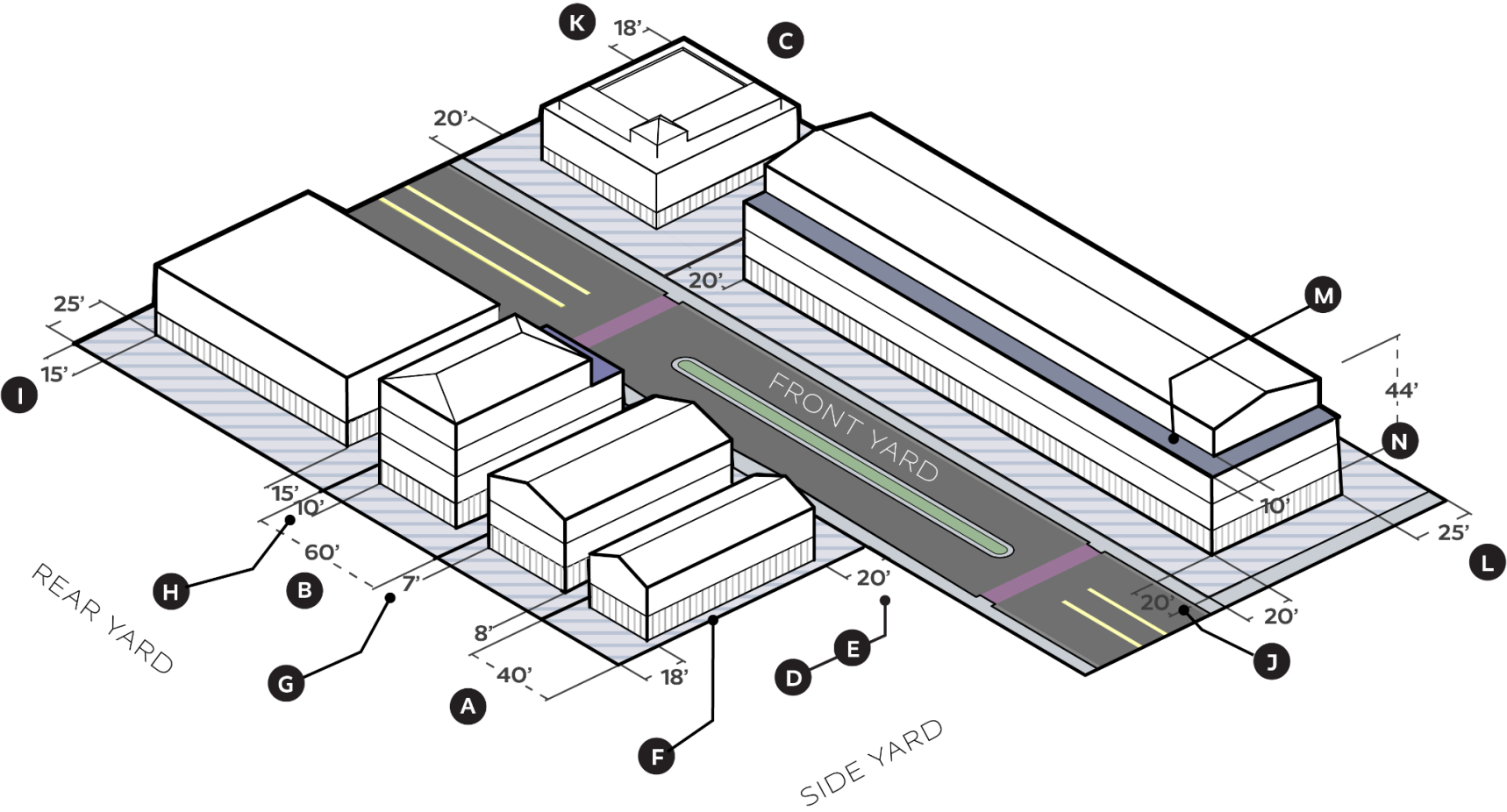
BUILDING SITE AREA REQUIREMENTS			
LOT SIZE	Single-family, duplex, triplex	40 feet wide minimum	A
	Multifamily and temporary lodging	60 feet wide minimum	B
	Stand-alone commercial	60 feet wide minimum	C
	Public service facilities	Not to exceed 5 acres (217,800 square feet)*	-
FRONT YARD SETBACK	Single-family, duplex, and triplex	20 feet	D
	Multifamily, temporary lodging, and commercial	20 feet	E
SIDE YARD SETBACK	Single-family, duplex, and triplex		
	- Lots ≤ 50 feet wide	5 feet minimum on each side	F
	- Lots > 50 feet wide	15 feet minimum total with a minimum of 7 feet on either side	G
	Multifamily, temporary lodging, and retail commercial		
	- Lots ≤ 120 feet wide	10 feet minimum on each side	H
	- Lots 121-240 feet wide	15 feet minimum on each side	I
	- Lots > 240 feet wide	20 feet minimum on each side	J
REAR YARD SETBACK	Lots ≤ 100 feet long	18 feet	K
	Lots > 100 feet long	25 feet	L
	Waterfront lots on the Gulf of Mexico	Landward of the Coastal Construction Control Line (CCCL)	-
STEP-BACK	Multi-story buildings	10-foot minimum step-back is required for stories above the third story on the front yard and street facing façade of the building.**	M
BUILDING HEIGHT	All lots	44 feet, not to exceed 4 stories over ground floor parking or commercial if located on the east side of Gulf Boulevard.***	N

* Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.



** Enclosed stairways and elevator shafts are allowed within the step-back.

*** Height lines are measured from Design Flood Elevation (DFE) to the eave of the building and is calculated as Base Flood Elevation (BFE) plus 4 feet of freeboard.



**Memorandum**

Meeting Details: Board of Commissioners Workshop Meeting, August 28, 2024

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

From: Community Development Department

Subject: Discussion of potential amendments to Alcoholic Beverages, Noise, and Special Events in the Madeira Beach Code of Ordinances

Background:

When creating a new zoning category like the C-1 John's Pass Village Activity Center, other parts of the Madeira Beach Code of Ordinances will need to be amended.

Discussion:

City Staff has brought the parts of the Madeira Beach Code of Ordinances that reference alcoholic beverages, noise, and special events. There is also an opportunity to amend these parts of the Madeira Beach Code of Ordinances for other Zoning Districts in Madeira Beach outside of the John's Pass Village Activity Center.

Recommendation(s):

City Staff would like for the Board of Commissioners to give direction on how they would like to see alcoholic beverages, noise, and special events amended in the Madeira Beach Code of Ordinances. Based on the direction of the Board of Commissioners, City Staff will bring back draft versions of the proposed changes at a future Board of Commissioners Workshop Meeting.

Fiscal Impact or Other:

N/A

Attachments:

Madeira Beach Code of Ordinances Chapter 6 Alcoholic Beverages

Madeira Beach Code of Ordinances DIVISION 6. ALCOHOLIC BEVERAGES

Madeira Beach Code of Ordinances ARTICLE III. NOISE

Pinellas County Code ARTICLE XII. NOISE

ARTICLE II. SPECIAL EVENTS

Chapter 6 ALCOHOLIC BEVERAGES¹

Sec. 6-1. State law definitions adopted.

The definitions in Florida Statutes chs. 561, 562, 563, 564, 565, 567 and 568 (2001) shall be adopted.
(Code 1983, § 3-101; Ord. No. 972, § 1, 9-24-02)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 6-2. Closing hours for business establishments serving and/or selling alcoholic beverages.

The prohibited hours for establishments dealing in alcoholic beverages shall be as follows:

- (1) Alcoholic beverages in sealed containers for consumption off premises shall not be sold from 3:00 a.m. to 8:00 a.m. any day of the week.
- (2) Alcoholic beverages for consumption on premises shall not be sold from 3:00 a.m. to 8:00 a.m. any day of the week.

(Code 1983, § 3-102; Ord. No. 972, § 1, 9-24-02; Ord. No. 988, § 1, 8-26-03; Ord. No. 1168, § 1, 9-15-10; Ord. No. 2018-15, § 1, 1-8-19)

County code reference—Hours of sale, §§ 6-29, 6-30.

State law reference(s)—Municipalities may regulate hours of sale of alcoholic beverages, Florida Statutes § 562.14.

Sec. 6-3. Open containers and consumption prohibited.

- (a) It shall be unlawful for any person to consume and for any person to carry in any cup or open or unsealed container any beer, wine, fortified wine, liquor, alcoholic beverages, or intoxicating beverages, on the streets, sidewalks, alleys, or other open property within the city in which the public at large is invited. "Other open property" includes parking lots of commercial establishments, and within the picnic shelters/pavilions at Archibald Park, Kitty Stuart Park, and John's Pass Park to include an area, designated by markers, which extends 20 feet in all directions from the outer edge of the shelter, beach access easements, and all public parking lots. The term "other open property" excludes other public parks and public beaches. Glass containers and/or bottles associated with the consumption of alcoholic beverages shall be prohibited from the public beaches and public parks of the city.
- (b) Notwithstanding the prohibitions set forth in subsection (a) of this section, the city manager, acting with the approval of the board of commissioners, may suspend the operation of this section through special permit in writing for street dances, bazaars or carnivals, celebrations, civic functions, fund raising endeavors, city sponsored events, or other related activities of a community nature.

¹**County code reference**—Alcoholic beverages, ch. 6.

Cross reference(s)—Businesses, ch. 18.

State law reference(s)—Alcoholic beverages, F.S. chs. 561—567.

(Code 1983, § 3-104; Ord. No. 972, § 2, 9-24-02; Ord. No. 1067, § 1, 12-13-05; Ord. No. 1131, § 1, 7-22-08; Ord. No. 2013-02, § 1, 11-19-13)

Editor's note(s)—Ord. No. 972, § 2, adopted September 24, 2002, repealed § 6-3 in its entirety, which pertained to exceptions to closing hours and derived from the Code of 1983, § 3-103. Said ordinance also redesignated the former §§ 6-4 and 6-5 as §§ 6-3 and 6-4. The historical notation has been retained for reference purposes.

Sec. 6-4. Conformity with zoning code.

- (a) No premises shall be used, nor a use or occupancy permit issued, for the sale of alcoholic beverages for package sales or on-the-premises consumption, unless approved by the board of commissioners.
- (b) No application for permission to use premises for the sale of alcoholic beverages shall be granted unless the property which is subject to the application is within a zoning district under the zoning code which permits such uses. (See chapter 110 of this Code.)
- (c) The city clerk shall maintain an up-to-date and accurate record showing the disposition of all applications for permission to use premises for the sale of alcoholic beverages. The city clerk shall also maintain a record of all premises in which vending of alcoholic beverages is permitted.

(Code 1983, § 3-107; Ord. No. 972, § 2, 9-24-02)

Editor's note(s)—See note at § 6-3.

Cross reference(s)—Zoning, ch. 110; zoning regulations relating to alcoholic beverages, § 110-526 et seq.

State law reference(s)—Authority to regulate location, Florida Statutes § 562.45(2).

PART II - CODE OF ORDINANCES
Chapter 110 - ZONING
ARTICLE VI. - SUPPLEMENTARY DISTRICT REGULATIONS
DIVISION 6. ALCOHOLIC BEVERAGES

DIVISION 6. ALCOHOLIC BEVERAGES¹

Sec. 110-526. Definitions.

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage means the same as defined in Florida Statutes § 561.01 (2001).

Beer means the same as defined in Florida Statutes § 563.01 (2001).

Establishment means a building or other structure within which business is conducted on a regular basis.

Liquor means the same as defined in Florida Statutes § 565.01 (2001).

Sale of alcoholic beverages means both sale for the purpose of on the premises consumption and package sales unless the context clearly indicates otherwise.

Wine means the same as defined in Florida Statutes § 564.01 (2001).

(Code 1983, § 20-1202; Ord. No. 972, § 3, 9-24-02)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 110-527. Classifications.

- (a) *Package store, beer and wine.* A package store, beer and wine, is an establishment where beer and wine are sold in sealed containers only for consumption off the premises.
- (b) *Retail store, beer and wine.* A retail store, beer and wine, is an establishment where beer and wine are sold in sealed containers only for consumption off the premises and more than 50 percent of the establishment's gross sales are attributable to the sale of nonalcoholic items.
- (c) *Package store, beer, wine and liquor.* A package store, beer, wine and liquor, is an establishment where beer, wine and liquor are sold in sealed containers only for consumption off the premises.
- (d) *Restaurants.* A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.
- (e) *Bar.* A bar is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales.
- (f) *Club.* A club is an establishment which is a chartered club where beer, wine and liquor are sold or offered to members for consumption on the premises only and such beer, wine and liquor cannot be sold over the counter to nonclub members.

¹Cross reference(s)—Conformity of alcoholic beverage regulations with zoning code, § 6-5.

- (g) *Charter boats.* A charter boat is a vessel primarily engaged in the business of taking passengers for hire where beer, or beer and wine, or beer, wine and liquor are sold for consumption while the vessel is engaged in the transportation of passengers and more than 50 percent of the business income is derived from the sale of nonalcoholic items or the transportation of passengers.

(Code 1983, § 20-1203; Ord. No. 972, § 3, 9-24-02)

Sec. 110-528. Prohibition.

No premises shall be used, nor a use or occupancy permit issued for the sale of alcoholic beverages, for package sales, or for on the premises consumption, unless approved by the board of commissioners pursuant to the provisions of the land development regulations. All applications under the land development regulations shall be considered at a regular meeting of the board of commissioners.

(Code 1983, § 20-1201; Ord. No. 972, § 3, 9-24-02)

Sec. 110-529. Conformity with city zoning code.

- (a) No application for permission to use premises for the sale of alcoholic beverages shall be granted unless the property which is subject to the application is within a zoning district under the city zoning code which permits such uses.
- (b) No application for permission to use vessels for the sale of alcoholic beverages shall be granted unless the property to which the boat is docked and from which it boards and unloads passengers is within a zoning district under the city zoning code which permits such use.

(Code 1983, § 20-1204; Ord. No. 972, § 3, 9-24-02)

Sec. 110-530. Alcoholic beverage districts, restrictions and distance requirements.

- (a) *R-1 and R-2 districts.* No premises shall be used, nor shall a use and occupancy permit be issued for the sale of alcoholic beverages in any district zoned R-1 or R-2 within the city.
- (b) *R-3 districts.* Only restaurant establishments as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.
- (c) *C-1, C-2, C-3, and C-4 districts.*
- (1) *Classifications permitted.* Package stores (beer and wine, retail stores (beer and wine), package stores (beer, wine and liquor), restaurants, bars and clubs shall be permitted in any district zoned C-1, C-2, C-3 or C-4 within the city.
 - (2) *Distance requirements.* Except as otherwise provided, no establishment classified as a package store (beer and wine), package store (beer, wine and liquor), club or a bar shall be located within 300 feet of property occupied by an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The distance provisions shall not apply to restaurants. Further the distance provision shall not apply to bars or clubs within a hotel of 50 rooms or more.
 - (3) *Measurement of distance.* The distance set forth in subsection (2) of this section shall be a straight line distance from the property line occupied by the enumerated uses in subsection (2) of this section and the property line to be occupied by the establishment applying for permission to sell alcoholic beverages.

(Code 1983, § 20-1205; Ord. No. 972, § 3, 9-24-02)

Sec. 110-531. Application for zoning of lot for sale of alcoholic beverages.

Whenever any owner, lessee or tenant desires to have any lot, plot or tract of land zoned for the sale of alcoholic beverages, such person shall complete and file their application form with the city manager or his designate, which application shall contain the following:

- (1) The name and address of the applicant, and the owner's written approval if property ownership is other than the applicant. The name and address of the owner of the alcoholic beverage license, if any.
- (2) The legal description or survey of property describing the portion of the lot, plot or tract of land to be utilized for the sale of alcoholic beverages.
- (3) A site plan shall be submitted with the application which shall show the proposed building location, size and height, off-street parking facilities and ingress and egress from adjoining streets. The applicant shall also submit a frontal (street side) elevation or an architectural rendering or recent photograph of the main structure.
- (4) A signed certificate and drawing prepared by a state registered engineer or land surveyor depicting the location of an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, and youth recreation (community) centers within 500 feet. The drawing shall carry the following certification:

"This is to certify that all the measurements are in compliance with the provisions of this Code and are true and accurate portrayals of all actual distances."

This requirement shall also apply only to package stores (beer and wine), package stores (beer, wine and liquor), clubs, and bars.

- (5) The alcoholic beverage classification desired for the lot, plot or tract shall be one of the classifications set forth in section 110-527.
- (6) Payment of the non-refundable application fee listed in the fees and collection procedure manual.
- (7) At the time of application, the applicant shall address in writing the five factors enumerated in section 110-532.

(Code 1983, § 20-1206; Ord. No. 972, § 3, 9-24-02; Ord. No. 2023-10 , § 1, 6-14-23)

Sec. 110-532. Consideration of alcoholic beverage application.

When considering the alcoholic beverage application, the board of commissioners shall consider the following factors:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
- (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
- (3) Whether or not the proposed use is compatible with the particular location for which it is proposed.
- (4) Whether or not the proposed use will adversely affect the public safety.

- (5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

(Code 1983, § 20-1207; Ord. No. 972, § 3, 9-24-02)

Sec. 110-533. Reconsideration of alcoholic beverage zoning.

- (a) A similar application for alcoholic beverage zoning denied by the board of commissioners shall not be resubmitted for reconsideration by the board of commissioners within 12 months of the date of the final action on the previous application unless the applicant demonstrates to the board of commissioners that substantial changes have occurred in the property or in the area adjacent to the subject site which would have a bearing on the consideration of the alcoholic beverage zoning of the site.
- (b) In the event any applicant shall desire reconsideration under subsection (a) of this section, the applicant shall submit his application for such alcoholic beverage zoning to the city manager or his designate in the usual manner and pay the application fee listed in the fees and collection procedure manual. If, in the judgment of the board of commissioners, substantial changes have occurred, the board of commissioners shall then set the application for public hearing. In the event of a negative finding by the board of commissioners, the application will not be heard.
- (c) An application for alcoholic beverage zoning of lesser intensity will not be deemed a similar application as stated in subsection (a) of this section and such application can be made at any time.

(Code 1983, § 20-1208; Ord. No. 972, § 3, 9-24-02; Ord. No. 2023-10 , § 2, 6-14-23)

Sec. 110-534. Change of alcoholic beverage zoning.

- (a) Properties that are alcoholic beverage zoned cannot change the alcoholic beverage classification to a license providing greater intensity nor provide a change in the nature or use of the property to a different alcoholic zoning classification, nor enlarge the area for the sale of alcoholic beverages without filing a new petition for alcoholic beverage zoning with the board of commissioners in accordance with the requirements contained in this division.
- (b) The city manager or his designee may approve, approve with conditions, or deny alcoholic beverage zoned classification that provides for an alcoholic beverage license of lesser intensity or a reduction in the area used for the sale of alcoholic beverages; when the business establishment already holds an alcoholic beverage license approved by the board of commissioners. The city manager or his designee shall consider the following factors in the decision:
- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
 - (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
 - (3) Whether or not the proposed use is compatible with the particular location for which it is proposed.
 - (4) Whether or not the proposed use will adversely affect the public safety.
 - (5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

If the requesting party is in disagreement with the decision reached by the city manager or his designee, an appeal to the board of commissioners is available; and board of commissioners' decision shall be binding.

(Code 1983, § 20-1209; Ord. No. 972, § 3, 9-24-02)

Sec. 110-535. Expansion of alcoholic beverage zoning.

Properties that are alcoholic beverage zoned cannot be expanded more than ten percent over the original approved square footage without filing a new petition for alcoholic beverage zoning in accordance with the requirements contained in this division.

(Code 1983, § 20-1210; Ord. No. 972, § 3, 9-24-02)

Sec. 110-536. Existing wet zone of properties.

Properties on which the sale of intoxicating beverages is permitted under any ordinance of the city existing on the effective date of the ordinance from which the land development regulations derived and which become nonconforming uses by the Code shall be subject to the provisions of the land development regulations pertaining to nonconforming uses.

(Code 1983, § 20-1211; Ord. No. 972, § 3, 9-24-02)

Sec. 110-537. Revocation of alcoholic beverage zoning.

Any alcoholic beverage zoning may be revoked by the board of commissioners upon finding a violation of the land development regulations, loss of state license, or the failure to conduct the sale of alcoholic beverages for any six-month period as demonstrated by not having a valid city occupational license for such use during this 6 month period. Any such action shall only be taken after conducting a hearing in the same manner as for the original application. In addition, affected property owners and/or operators shall be notified by certified mail, return receipt requested, which shall be transmitted at least 15 days prior to the scheduled public hearing date.

(Code 1983, § 20-1212; Ord. No. 972, § 3, 9-24-02)

Sec. 110-538. Record keeping and reporting requirements.

Establishments classified as retail stores (beer and wine) or restaurants shall maintain books and records reflecting the gross sale of food and nonalcoholic items and the gross sale of alcoholic beverages and shall provide such books and records to the city within 30 days upon request. Failure to keep the books and records required in this section shall be adequate grounds for the board of commissioners to revoke the alcoholic beverage zoning classification of the property upon which the business operates.

(Code 1983, § 20-1213; Ord. No. 972, § 3, 9-24-02)

Sec. 110-539. Application processing and fees.

- (a) When and at such time as the application has been accepted, the city clerk shall notify abutting property owners within 300 feet of the property, setting forth the time, date and place of the application consideration by the board of commissioners. This notice will be 15 days prior to the regular meeting of the board of commissioners. Notice shall also be posted on the property itself in the same manner. Failure to notify all of the abutting property owners as shown on the records of the county property appraiser office

shall not constitute grounds for re-advertising, conducting additional meetings, and shall not affect any action or proceeding on the application for alcoholic beverage sales.

- (b) The city manager is authorized to charge the application fee listed in the fees and collection procedure manual for processing the application.

(Code 1983, § 20-1214; Ord. No. 972, § 3, 9-24-02; Ord. No. 2023-10 , § 3, 6-14-23)

Sec. 110-540. Grandfathering business establishments engaged in the sale of alcoholic beverages.

- (a) The business establishments engaged in the sale of alcoholic beverages, or for which applications have been filed with the city for permits to engage in the sale of alcoholic beverages, in areas permitted by ordinances existing at the time of the passage of the ordinance from which this chapter is derived where such areas or business establishments do not meet the qualifications of section 110-530 shall be such areas or business established and to continue so long as the occupational license is renewed for each fiscal year (October 1 through September 30) and the state alcoholic beverage license is renewed on a continuous basis from the time of initial approval of the license.
- (b) Nothing contained in this section shall be construed to allow any establishment holding a license prior to adoption of the ordinance from which this chapter is derived to change the type of license without meeting all ordinance requirements in effect at the time of the application for a new type of license.

(Ord. No. 972, § 3, 9-24-02)

Secs. 110-541—110-555. Reserved.

ARTICLE III. NOISE¹

Sec. 34-86. Prohibited generally.

It shall be unlawful for any person to willfully make, continue to cause to be made or continued any loud and raucous noise, which term shall mean any sound which, because of its volume level, duration and character, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities within the limits of the city. The term includes the kinds of noise generated by activities enumerated in section 34-87, except as provided section 34-89. The term shall be limited to loud and raucous noise heard upon the public streets, in any public park, in any school or public building or upon the grounds thereof while in use, in any church or hospital or upon the grounds thereof while in use; upon any parking lot open to members of the public as invitee or licensees, or in any occupied residential unit which is not the source of the noise or upon the grounds thereof, and in any event from any location not less than 50 feet from the source of the noise, measured in a straight line from the radio, loudspeaker, motor, horn or other noise source.

(Code 1983, § 12-108(A))

Sec. 34-87. Enumeration.

The following acts, as limited by section 34-86, and subject to the exceptions provided in section 34-89, are declared to be public nuisances in violation of section 34-86:

- (1) *Exhaust of engines, whistles, pile drivers, etc.* The discharge into the open air of the exhaust of any steam engine or stationary internal combustion engine except through a muffler or other device which will effectively prevent loud and raucous noises therefrom.
- (2) *Pile drivers, etc.* The operation between the hours of 10:00 p.m. and 7:30 a.m. Monday through Saturday or at any time on Sunday, of any pile driver, steam shovel, pneumatic hammer, derrick, dredge, steam or electric hoist or other appliance, the use of which is attended by loud and raucous noise.
- (3) *Blowers.* The operation of any blower or power fan or any internal combustion engine, the operation of which causes loud and raucous noise, unless the noise from such blower or fan is muffled or such engine is equipped with a muffler device sufficient to prevent loud and raucous noise.
- (4) *Horns, signaling devices, etc.* The sounding of any horn, whistle or other audible signaling device so as to create a loud and raucous noise.
- (5) *Radios, amplifiers, phonographs, etc.* The using, operation or permitting to be placed, used or operated any radio, amplifier, musical instrument, phonograph or other device for the producing or reproducing of sound in such manner as to cause loud and raucous noise is prohibited. Amplified outdoor sound, music, or live entertainment shall be prohibited between the hours of 9:00 p.m. to 7:30 a.m. Sunday

¹County code reference—Noise, § 58-441 et seq.

Cross reference(s)—Excessive noise or disturbance from animals prohibited, § 10-6.

State law reference(s)—Motor vehicle noise, F.S. § 403.415.

through Thursday, and 11:00 p.m. to 7:30 a.m. Friday through Saturday, unless approved by the city manager.

- (6) *Sound trucks.* No amplifier or loudspeaker in, upon or attached to a sound truck or other device for amplifying sound shall be operated or permitted to operate within the city for advertising purposes or to attract the attention of the public.
- (7) *Yelling, shouting, etc.* Yelling, shouting, whistling or singing at any time or place so as to create a loud and raucous noise between the hours of 10:00 p.m. and 7:30 a.m. daily.
- (8) *Animals, birds, etc.* The keeping of animal or bird which habitually cause a loud and raucous noise.
- (9) *Defect in vehicle or load.* The use of any motor vehicle so out of repair, so loaded or in such a manner as to create loud grating, grinding, rattling or other loud and raucous noise or which is not equipped with a muffler in a good working order and in constant operation so as to prevent loud and raucous noise.
- (10) *Construction or repairing of buildings.* The erection (including excavating), demolition, alteration or repair of any building or the excavation of streets and highways so as to create a loud and raucous noise between the hours of 10:00 p.m. and 7:30 a.m. Monday through Saturday or at any time on Sunday, except in case of urgent necessity in the interest of the public health and safety, and then only with a permit from the building official, which permit may be granted for a period not to exceed three working days or less while the emergency continues and which permit may be renewed for successive periods of three days or less while the emergency continues. If the building official should determine that the public health and safety necessitates the issuance of such a permit and will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 10:00 p.m. and 7:30 a.m. daily or at anytime on Sunday, he may grant permission for such work to be done within such hours or within a shorter time period during such hours, upon application being made at the time the permit for the work is issued or during the process of the work.
- (11) *Schools, public buildings, churches, hospitals.* The creation of any loud and raucous noise heard within any school, public building, church or any hospital, or the grounds thereof while in use, which interferes with the workings of such institution, or which disturbs or annoys patients in the hospital.
- (12) *Noises to attract attention.* The use of any drum or other instrument or device to create a loud and raucous noise.

(Code 1983, § 12-108(B); Ord. No. 2012-01, § 1, 5-8-12)

Sec. 34-88. Responsibility for violation.

Any person, owner, agent or supervisor in charge of operating, ordering, directing or allowing the operation or maintenance of the device or machine creating a noise as prohibited by this article shall be deemed guilty of violating this article.

(Code 1983, § 12-108(C))

Sec. 34-89. Exceptions.

The term "loud and raucous noise" does not include noise or sound generated by the following:

- (1) Cries for emergency assistance and warning calls.
- (2) Radios, sirens, horns and bells on law enforcement, fire and other emergency vehicles.

- (3) Parades, firework displays and other special events for which a permit has been obtained from the city, within such hours as may be imposed as a condition for the issuance of the permit.
- (4) Activities on or in municipal and school athletic facilities and on or in publicly owned property and facilities, provided that such activities have been authorized by the owner of such property or facilities or its agents.
- (5) Fire alarms and burglar alarms, prior to the giving of notice and a reasonable opportunity for the owner or tenant in possession of the premises served by any such alarm to turn off the alarm.
- (6) Bells which are rung or organs which are played to signal religious services.
- (7) Locomotives and other railroad equipment and aircraft.

(Code 1983, § 12-108(D); Ord. No. 2016-17, § 1, 2-14-17)

Sec. 34-90. Adoption of county noise ordinance.

Pinellas County Code section 58-441 et seq., is hereby adopted in addition to the other provisions of this article to be effective within the city limits.

(Code 1983, § 12-108(E))

Sec. 34-91. Penalty.

- (a) Any person, firm or corporation that violates any provision of this article for which another penalty is not specifically provided shall, upon conviction, be subject to a fine in accordance with the schedule set forth as follows:
 - (1) First violation within any 12-month period \$ 50.00
 - (2) Second violation within any 12-month period 200.00
 - (3) Third violation within any 12-month period 300.00
 - (4) Fourth violation within any 12-month period 400.00
 - (5) Fifth violation within any 12-month period 500.00
- (b) Each instance of any violation of this article shall constitute a separate offense.

(Code 1983, § 12-108(F))

County Code reference—Noise, § 58-441 et seq.

Secs. 34-92—34-110. Reserved.

ARTICLE XII. NOISE¹

Sec. 58-441. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A-weighted level (dBA) means the total broadband sound level of the noise spectrum as measured using the "A-weighted network" of a sound level meter. The unit of measurement is the dBA. Sound level meter settings shall be for slow response, except for motor vehicle measurements which shall be fast response.

Ambient noise means the all-encompassing noise associated with a given environment, being usually a composite of sound from many sources near and far.

Commercial zone means any geographic area designated for commercial or professional activities by the zoning authority having jurisdiction over such area, and also includes any area that is designated as institutional on the countywide future land use map.

Continuous noise means a noise which remains essentially constant in level during the period of observation.

County means Pinellas County.

Decibel (dB) means a division of a logarithmic scale used to express the ratio of two like quantities proportional to power or energy. The ratio is expressed in decibels by multiplying its common logarithm by ten.

Emergency means a situation wherein immediate work is necessary to restore property to a safe condition following a public calamity or immediate work is required to protect persons or property from an imminent exposure to danger.

Gross combination weight rating (GCWR) means the value specified by the manufacturer as the loaded weight of a combination vehicle.

Gross vehicle weight rating (GVWR) means the value specified by the manufacturer as the loaded weight of a single vehicle.

Impulsive noise means a noise which is characterized by brief excursions of sound pressure which significantly exceed the ambient noise level.

Industrial zone means any geographic area designated for industrial or manufacturing activities by the zoning authority having jurisdiction over such area.

Intermittent noise means a noise whose sound pressure level exceeds the ambient noise level at either regular or irregular intervals.

¹Editor's note(s)—Ord. No. 03-3, § 1, adopted Jan. 7, 2003, amended Art. XII, Noise, in its entirety to read as set out in §§ 58-441—58-454. Formerly, such article, §§ 58-441—58-452, pertained to the same subject matter, and was derived from Ord. No. 74-11, adopted Oct. 15, 1974; and Ord. No. 96-51, adopted July 2, 1996.

Cross reference(s)—Offenses and miscellaneous provisions, ch. 86.

State law reference(s)—Motor vehicle noise, F.S. §§ 316.272 et seq., 403.415 et seq.

Motor-driven cycle means every motorcycle and every motor scooter with a motor which produces not to exceed five-brake horsepower, including every bicycle with a motor attached.

Motor vehicle means any vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

Motorcycle means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor.

Noise means one or a group of loud, harsh, nonharmonious sounds or vibrations that are unpleasant and irritating to the ear.

Noise level means the sound pressure level as measured in dBA unless otherwise specified. A measurement of noise must be at least five dB above the ambient noise level.

Octave band means all of the components in a sound spectrum whose frequencies are between two sine-wave components separated by an octave.

Residential zone means any geographic area designated for single-family or multifamily dwellings by the zoning authority having jurisdiction over such area.

Sound level meter means an instrument to measure the sound pressure level of relatively continuous and broadband noises. The sound level meter used to determine compliance with this article shall meet or exceed the requirements for type 2 sound level meter in accordance with ANSI Standard S1-4.

Sound pressure level means the square ratio, expressed in decibels, of the sound pressure under consideration to the standard reference pressure of 0.0002 dyne/cm². The ratio is squared because pressure squared, and not pressure, is proportional to energy.

Vehicle means any device, in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

(Ord. No. 03-3, § 1, 1-7-03)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 58-442. Declaration of necessity.

It is found and declared that:

- (1) The making and creation of excessive, unnecessary or unusually loud noises within the county limits is a condition which has existed for some time and the amount and intensity of such noises is increasing.
- (2) The making, creation or maintenance of such excessive, unnecessary, unnatural or unusually loud noises which are prolonged, unusual and unnatural in their time, place and effect of use affect are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the county.
- (3) The necessity in the public interest for the provisions and prohibitions contained and enacted in this article is declared as a matter of legislative determination and public policy, and it is further declared that the provisions and prohibitions contained and enacted in this article are in pursuance of and for the purpose of securing and promoting the public health, comfort, safety, welfare and repose of the county and its inhabitants.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-443. Penalty for violation of article.

Violations of this article are punishable as provided in section 1-8.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-444. General prohibitions.

- (a) No person shall make, continue, permit, or cause to be made or continued:
- (1) Any unreasonably loud and raucous noise; or
 - (2) Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity; or
 - (3) Any noise which exceeds the maximum allowable limits set forth in this article.
- (b) Factors which shall be considered in determining whether a violation of subsection (a) above exists shall include, but not be limited to, the following:
- (1) The volume of the noise;
 - (2) The intensity of the noise;
 - (3) The volume and intensity of the background noise, if any;
 - (4) The nature and zoning of the area from which the sound emanates and the area where it is received or perceived;
 - (5) The duration of the noise;
 - (6) The time of the day or night the noise occurs; and
 - (7) Whether the noise is recurrent, intermittent, or constant.
 - (8) Whether a noise complaint, as set forth in section 58-446, has been received by the county.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-445. Specific acts considered to be unreasonably loud and raucous noise.

Any of the following acts and causes thereof are presumed to be in violation of this chapter and to constitute unreasonably loud and raucous noise. This enumeration does not constitute an exclusive list:

- (1) *Radios, televisions, boomboxes, stereos, musical instruments, drums or similar devices.* Operating, playing or permitting the operation or playing of any radio, television, boombox, stereo, musical instrument, drum or similar device which produces or reproduces sound in such a manner as to be unreasonably loud and raucous, or in such a manner as to unreasonably disturb, injure, or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity.
- (2) *Radios, televisions, boomboxes, stereos, musical instruments, drums or similar devices in/on any vehicle or by pedestrian.* Operating, playing or permitting the operation or playing of any radio, television, boombox, stereo, musical instrument, drum or similar device, which is located in or on any vehicle or by any pedestrian on publicly owned land or a public parking lot, which produces or reproduces sound in such a manner as to be unreasonably loud and raucous, or in such a manner as to unreasonably disturb, injure, or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity.

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- (3) *Loading and unloading.* Loading and unloading, opening, closing or other handling of boxes, crates, containers, equipment, building materials, garbage cans or similar objects between the hours of 11:00 p.m. and 7:00 a.m. on any day within a residential zone, provided that the noise is unreasonably loud and raucous, and can be heard across the property line of the property from which it emanates.
- (4) *Fireworks.* Using, exploding, or permitting the use or explosion of fireworks, in such a manner as to be unreasonably loud and raucous, or in such a manner as to unreasonably disturb, injure, or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity. For purposes of this section, the term "firework" shall have the same meaning as specified in F.S. § 791.01, as may be amended from time to time. However, the use or explosion of fireworks shall not be presumed unreasonably loud and raucous when said use or explosion is sponsored by a local government as part of a holiday, municipal or other commemorative event, or otherwise complies with Pinellas County Code, section 62-85, as that section may be amended, or if the use or explosion of fireworks occurs on July 4 or December 31, or within 24 hours of either such date.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-446. Noise complaints.

- (a) Noise complaints may be submitted in writing to the county by any citizen and shall include the name, address, and telephone number of the complainant, as well as the address, to the extent known, of the person responsible for the loud and raucous noise, and a description of the noise. The written complaint shall be in the form of an affidavit, made under oath before an individual authorized by law to take acknowledgements.
- (b) Upon receiving two or more complaints as described in subsection (a) involving loud and raucous noise, from complainants residing at separate addresses, the county will issue a notice of violation to the person responsible for the loud and raucous noise, advising that person of the alleged noise and that immediate steps must be taken to abate the noise. The notice of violation will describe the noise complaint, and will provide a seven-day period within which to correct the problem. If a second complaint is received in the same form as that described in subsection (a), after the seven-day notice period, then a citation may be issued.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-447. Exceptions.

Notwithstanding the noise prohibitions set out in this article, the following shall be permitted:

- (1) The operation of warning or emergency signal devices such as sirens, horns, and bells when utilized for their intended purpose.
- (2) Noises resulting from equipment or operations incidental to the emergency repair of facilities or restoration of services such as public utilities or other emergency activities in the public interest.
- (3) Ordinary noise created by the operation of railways, shipping lanes and aircraft.
- (4) Noises consistent with cultural, historical or traditional observances, holidays and ceremonies, provided that a permit for such event has been obtained from the county administrator, city manager or town manager in accordance with section 58-451.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-448. Waivers.

- (a) Applications for waivers for relief from the maximum allowable noise level limits designated in this article shall be made in writing. Such applications for waivers shall be made to the county administrator or his duly authorized representative when the activity creating such noise is located within the unincorporated area of the county or with the city manager or town manager when the activity is located within the boundaries of their respective municipality. Any waiver granted by the county administrator, a city manager or town manager under this section must be in writing and shall contain all conditions upon which such permit shall be effective. The county administrator, city manager or town manager or their duly authorized representatives may grant the waiver as applied for under the following conditions:
- (1) The county administrator, city manager or town manager may prescribe any reasonable conditions or requirements they deem necessary to minimize adverse effects upon the community or the surrounding neighborhood, including but not limited to the use of mufflers, screens or other sound attenuating devices.
 - (2) Waivers from maximum allowable noise level limits may only be granted for noises created within an industrial or commercial zone by operations which were in existence on the effective date of Ordinance [No. 03-3] from which this article derives.
 - (3) Waivers may be issued for no longer than 180 days, renewable by further application to the county administrator, city manager or town manager.
- (b) Any party feeling aggrieved by the denial of its application for waiver under this section by the county administrator may appeal such denial to the board of county commissioners, such appeal to be filed within 30 days from the date of denial.
- (c) Any party feeling aggrieved by the denial of its application for waiver by a city manager or a town manager may appeal such denial to the governing body of that municipality, such appeal to be filed within 30 days from the date of denial.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-449. Construction noise.

- (a) No person shall operate or permit to be operated any power-driven construction equipment without a muffler or other noise reduction device at least as effective as that recommended by the manufacturer or provided as original equipment.
- (b) No construction activities shall be permitted between the hours of 11:00 p.m. and 7:00 a.m., Monday through Saturday, and all day Sunday, that produce noise exceeding 55 dBA, measured at the nearest property line of an adjacent residential area. Construction equipment that must be operated near a residentially zoned area on a 24-hour per day basis (i.e., pumps, well tips, generators, etc.) shall be shielded by an acoustical enclosure during the hours of 11:00 p.m. to 7:00 a.m. unless the unshielded noise level is less than 55 dBA, measured at the closest adjacent residentially zoned property line.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-450. Maximum allowable industrial or commercial noises.

- (a) In addition to the prohibitions set forth in section 58-444, no noise shall be created or permitted to be created in an industrial or commercial zone which exceeds those levels given in table 2, below, as measured on the adjacent property line.

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Table 2. Maximum Noise Levels Permitted in Industrial and Commercial Zones

Zone from which noise emanates	Adjoining commercial zone (no time limit)	Adjoining residential zone 7:00 a.m.—11:00 p.m., Monday through Saturday
Industrial	72 dBA	66 dBA
Commercial	66 dBA	60 dBA

The maximum permitted noise level emanating from a commercially or industrially zoned district, measured at the nearest adjacent residentially zoned property line for the hours between 11:00 p.m. and 7:00 a.m., Monday through Saturday and during all hours of Sunday, shall be 55 dBA.

- (b) In cases of impulsive noises, the noise levels listed in subsection (a) of this section shall be increased by ten dBA (as measured on a sound level meter) during the hours of 7:00 a.m. to 11:00 p.m., Monday through Saturday, but shall not exceed the levels of table 2 during the period from 11:00 p.m. to 7:00 a.m., Monday through Saturday and all day Sunday.
- (c) Exceptions to maximum noise levels.
- (1) An exception to the noise levels listed in table 2 may be permitted by the granting of a waiver, under circumstances in which the activity creating the noise is of such importance to the public welfare, health or safety that the activity cannot be shut down, even though its noise levels exceed those given in table 2. Responsibility for the granting of such waivers shall lie with the county administrator or his duly authorized representative when the activity creating such noise is located within the unincorporated area of the county or with the city manager or town manager when the activity is located within the boundaries of their respective municipality.
 - (2) A further exception to the noise levels listed in table 2 shall be permitted in instances where an industry or commercial business had in prior years established its place of business in an area away from a residential zone, and subsequently, through the encroachment of residential development or rezoning, now finds itself adjoining a residential zone. In instances of this latter nature, the noise ordinance pertaining to industrial-commercial boundaries shall govern, and the business shall not be required to meet those noise levels pertaining to residential boundaries.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-451. Maximum allowable noises created within residential zones.

- (a) Except for those noises otherwise specifically provided for within this article, and in addition to the prohibitions set forth in section 58-444 it shall be unlawful to create or to permit to be created any noise within a residential zone that exceeds 72 dBA during the hours between 7:00 a.m. to 11:00 p.m., or 55 dBA during the hours between 11:00 p.m. and 7:00 a.m., daily, measured at the nearest adjacent property line.
- (b) It shall be unlawful to operate or permit to be operated any air conditioning, heating or ventilating unit at any time that produces a noise exceeding 60 dBA, measured at the nearest adjacent property line.
- (c) In the case of multifamily dwelling units, it shall be unlawful to create or permit to be created any noise that exceeds 55 dBA during the hours between 7:00 a.m. to 11:00 p.m., or 40 dBA during the hours between 11:00 p.m. and 7:00 a.m., daily, measured from a neighbor's dwelling.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-452. Noises emanating from boats or barges on water areas adjoining residential zones.

- (a) No person shall operate, or give permission for the operation of, any boat or barge on the waters of the county, including the Florida Intracoastal Waterway, in such a manner as to exceed a maximum sound level of 90 dBA at a distance of 50 feet from the boat or barge.
- (b) Any person who refuses to submit to a sound level test when requested to do so by a law enforcement officer is guilty of a misdemeanor of the second degree, punishable as provided in [F.S.] § 775.082 or § 775.083.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-453. Noises within outdoor public recreation areas and parks.

It shall be unlawful to operate or permit to be operated any mechanical or electrical device within an outdoor public recreation area or park that produces a noise exceeding 72 dBA during the hours between 7:00 a.m. to 11:00 p.m., or 55 dBA during the hours between 11:00 p.m. to 7:00 a.m., daily, measured at the nearest adjacent residentially zoned property line, except for planned community events, including but not limited to concerts, speeches, sporting events, fireworks displays, etc. When a planned community event will create noise in excess of the limits specified in this section, a permit must be obtained prior to the event.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-454. Octave band sound level limits.

In addition to the standards listed in this article, for any source or sound which can be detected on any parcel of property adjacent to the source or sound, the maximum allowable sound level limit for the individual octave bands whose centers are 31.5, 63, 125, 250, and 500 Hertz shall not exceed 65 dB.

(Ord. No. 03-3, § 1, 1-7-03)

Secs. 58-455—58-470. Reserved.

ARTICLE II. SPECIAL EVENTS

Sec. 42-16. Definition.

Special event shall mean any organized meeting, activity, gathering or group of 50 or more persons, which involves city financial or in-kind contributions or requires city approvals and which is intended to or does draw public attention and has the potential to inhibit the normal flow or regulation of pedestrian or vehicular traffic upon any public facility, street, sidewalk, swale, alley, or park.

The term shall include, but not be limited to weddings, festivals, carnivals, circuses, tournaments, concerts, parades, athletic events, fairs, rallies and similar gatherings regardless of whether a charge or donation is required for admission. This definition shall specifically exclude any event conducted or sponsored solely by the city or for the primary purpose of First Amendment speech or assembly.

(Ord. No. 1103, § 2, 2-13-07; Ord. No. 2016-18, § 1, 2-14-17; Ord. No. 2022-31, § 1, 10-19-22)

Sec. 42-17. Permit required.

No person or organization shall engage in, participate in, aid, form or start any special event, unless a special event permit shall have been obtained from the city.

(Ord. No. 1103, § 2, 2-13-07)

Sec. 42-18. Permit application.

- (a) A person or organization seeking issuance of a special event permit shall file an application with the city manager's office or designated department on forms provided by the city.
- (b) An application for a special event permit shall be filed with the city manager's office not less than 60 days nor more than 365 days before the first date on which the special event is scheduled to be conducted.
- (c) Upon receipt of a completed application, the city manager's office shall secure all applicable departmental reviews.
- (d) In the event the application is incomplete in a material respect or a prior permit has already been approved for the same area or an adjacent public area has already been scheduled for use at the same time and simultaneous uses cannot be accommodated, the application will be rejected and returned to the applicant for reconsideration.

(Ord. No. 1103, § 2, 2-13-07; Ord. No. 2014-02, § 1, 3-4-14)

Sec. 42-19. Standards of approval.

Issuance of a special event permit shall be contingent upon city manager's determination:

- (1) Surrounding and nearby properties are suitably protected from adverse conditions that may reasonably be expected to result from the special event.
- (2) The proposed special event is not likely to create hazardous vehicular or pedestrian traffic conditions.

- (3) Adequate off-street parking is available.
- (4) Adequate utilities, drainage, sanitation management, emergency services and access, traffic control, security and other necessary facilities and services are available and all necessary sanitary facilities have been approved by the appropriate authorities.
- (5) All applicable laws and regulations of the city and of any other regulatory body or agency will be met prior to the special event.
- (6) Whether waivers of City Code provisions are appropriate for the event, including, but not limited to:
 - a. Section 6-3, open containers and consumption prohibited;
 - b. Subsection 34-87(5), radios, amplifiers, phonographs, etc;
 - c. Section 46-1, public solicitation; prohibited areas; times allowed;
 - d. Section 58-3, outdoor sales and displays;
 - e. Chapter 58, streets, sidewalks and other public places;
 - f. Section 62-41, special permits for nonprofit enterprise; section 62-43, operating from temporary quarters prohibited; and subsection 62-60(49), exhibits and attractions;
 - g. Section 66-72, limitation on parking in city parking lots and beach access easements;
 1. In the case that a promoter requests free parking for an event, said promoter must pay 75 percent of the lost revenue of the respective lot to the city. This figure is calculated by the revenue the lot in use generates on average.
 - h. Section 102-155, government and public purpose signs.

(Ord. No. 1103, § 2, 2-13-07; Ord. No. 2014-02, § 2, 3-4-14)

Sec. 42-20. Permit conditions.

Special event permits issued under this article shall be subject to the following conditions:

- (1) Special events may only be approved for daylight hours, except in areas possessing appropriate artificial light.
- (2) The sheriff's office may stop a special event where a breach of the peace is occurring or an activity in the nature of a riot has occurred.
- (3) All public areas are to be left clean and restored to pre-event condition following any special event.
- (4) The city manager or his authorized designee shall have authority to restrict, limit or prohibit the use or construction of platforms, chairs or other equipment, if the city manager finds that their use would result in damage to city property or constitute a hazard to safety or would block or infringe upon some other lawful use of the public property.
- (5) The grant of the permit shall not entitle the applicant to violate any other general park rules or regulations applicable to the use of public property.
- (6) The conduct of the event will not substantially interrupt the orderly movement of other traffic contiguous to the event's route.
- (7) The conduct of the event will not require the diversion of so great a number of sheriff's deputies to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city.

- (8) The conduct of the event will not require the diversion of so great a number of ambulances and fire rescue units as to prevent normal ambulance and rescue service to portions of the city other than that to be occupied by the proposed event and areas contiguous thereto.
- (9) The concentration of persons, animals and vehicles at assembly points of the event will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to the assembly areas.
- (10) The conduct of the event will not interfere with the movement of firefighting equipment en route to a fire.
- (11) The conduct of the event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.
- (12) Reimbursement to the city for expenses and fees charged for a prior special event held by the applicant or the applicant's predecessor, or any person responsible for conducting the special event pursuant to this article.
- (13) Proof of insurance, maintained at the applicant's expense, naming the city as an additional insured party for all public areas to be used in conjunction with or adjacent to the special event so that the city and its officers and employees will be protected from any claims for damages to property and for personal injury, including death, which may arise from or occur in connection with the special event.

(Ord. No. 1103, § 2, 2-13-07)

Sec. 42-21. Approval and duration of permit.

- (a) Upon finding that the standards for approval are met, the city manager may issue a special event permit specifying such conditions as will protect the health, safety and welfare of the public and will protect adjoining properties. Each permit shall specifically define all provisions of this Code modified or waived as part of the approvals for the special event.
- (b) Each special event permit shall be issued for a specific period of time not to exceed three days unless specifically waived by the city manager at the time of permit approval.
- (c) In the case of "repetitive" permits, the period during which the permit repeats is not to exceed three years.

(Ord. No. 1103, § 2, 2-13-07; Ord. No. 2014-02, § 3, 3-4-14)

Sec. 42-22. Permit fees and deposit.

Applicants shall pay an application fee and a deposit as established in the fees and collection procedure manual when making application for special event. The city reserves the right to require and charge for services (pre- and post-event) including police, fire, sanitation, utility usage and grounds maintenance, deemed necessary for the safe coordination and clean-up of any event.

(Ord. No. 1103, § 2, 2-13-07)

Sec. 42-23. Permit cancellation or revocation.

The city manager may cancel any special event if use of the property in any way conflicts with federal state, or local laws; if the event or activities thereof discredit the city; or if the event applicant is in default. The city manager or his designee shall have the authority to revoke a special event permit issued pursuant to this article upon violation of the standards for issuance or conditions for issuance prescribed in this article. During the event,

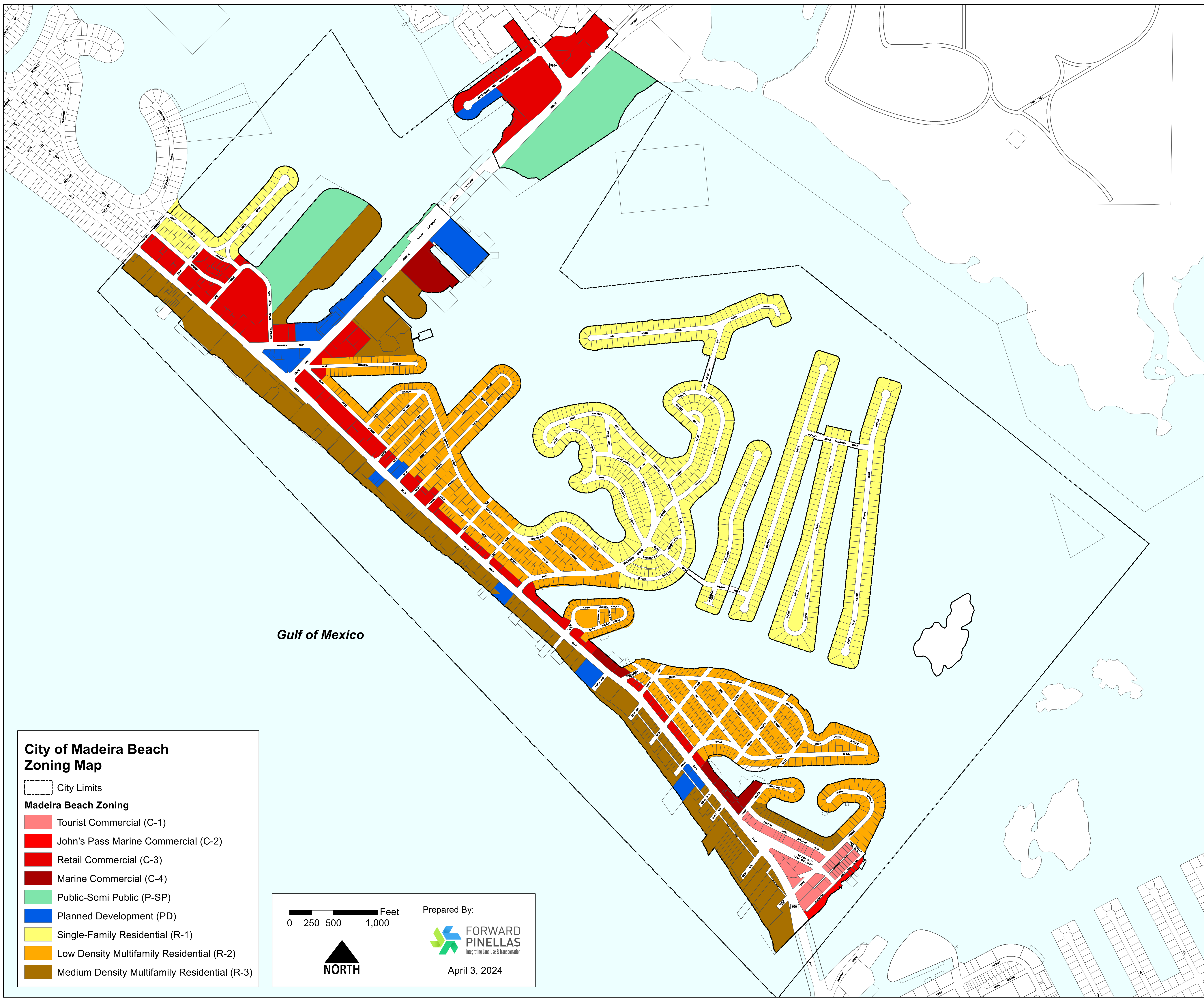
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the sheriff's office shall have the authority to order a ceasing of the event, should the continuance of such event contribute to public disorder or endanger life or property or should he find that the application was fraudulent in any manner. City officials may revoke any/all special event permits when conditions become a public nuisance due to, but not limited to noise, smoke, fumes or additional fire hazards, including a "burn ban" issued by the state or Pinellas County.

(Ord. No. 1103, § 2, 2-13-07)

Secs. 42-24—42-29. Reserved.



**City of Madeira Beach
Zoning Map**

-  City Limits
- Madiera Beach Zoning**
-  Tourist Commercial (C-1)
-  John's Pass Marine Commercial (C-2)
-  Retail Commercial (C-3)
-  Marine Commercial (C-4)
-  Public-Semi Public (P-SP)
-  Planned Development (PD)
-  Single-Family Residential (R-1)
-  Low Density Multifamily Residential (R-2)
-  Medium Density Multifamily Residential (R-3)

0 250 500 1,000 Feet



Prepared By:

 Integrating Land Use & Transportation
 April 3, 2024



Memorandum

Meeting Details: August 28, 2024

Prepared For: Mayor & Board of Commissioners

From: Brian Crabtree, Marina Manager & Megan Wepfer, Public Works Director

Subject: RFP 2024-03 City Seawall Repairs and Replacements

Background

City Staff released a request for proposal (RFP) on July 1st and posted it to DemandStar for public viewing. This bid covers 360 LF of seawall replacement at the Marina from the fuel dock to the boat ramp, 40.3 LF of seawall replacement at the stormwater station located at 14101 N Bayshore, 627 LF of seawall repairs and approximately 517 LF of sidewalk replacement at Patriot Park, and 40 LF of seawall repairs at 142nd and N Bayshore street end. All locations listed in the RFP have been inspected by Ruben Clarson Consulting and staff has followed their recommendations. A mandatory pre-bid meeting was held on July 9th starting at the Marina and visiting each location where six (6) companies attended. All submittals were due to City Hall July 30th at 11:00 where we received 3 submittals. Submittals were received from Granite Construction, Loftis Marine LLC, and Speeler Foundations.

The bids that were received were broken down in 5 sections which includes mobilization/demobilization, Marina, Patriot Park, 142nd, and 14101 N Bayshore to show the cost per location for budgeting purposes. The 3 submittals received were from Granite Construction Company for a total of \$737,321.00, Loftis Marine LLC for a total of \$583,662.00, and Speeler Foundations for a total of \$329,650.00. Once opened staff reviewed the submittal from Speeler Foundations to ensure all items required were included in the bid. After review staff recommends the approval of Speeler Foundations to complete the Seawall Repairs and Replacement listed in RFP 2024-03.

A state appropriation has been received from FDEP for a total of \$100,000 that will be divided between the Marina and Archibald Fund to cover the replacements at both the Marina and 14101 N Bayshore. City Manger has been in contact with FDEP to get the grant agreement together to bring before the BOC.

Fiscal Impact

The total cost of this project will be \$329,650.00 broken down into the Marina and Archibald Park funds. The total cost for the Marina budget will be \$208,500.00, Archibald broken down in CIP and maintenance account total will be \$121,150.

Recommendation(s)

Staff recommends the Board of Commissioners accept RFP 2024-03 and approve Speeler Foundation to proceed with the City Owned Seawall Replacement and repair's locations listed for the total amount of \$329,650.00

Attachments

- = Bid Tabulation
- = Speeler Foundations Submittal



RFP #2024-03 City Owned Seawall Replacement and Repair

Tuesday July 30, 2024

11:30 AM

Bid Tabulation

Company	General	Marina	424 150th	142nd	141st	Total
Granite Construcion Company	\$ 17,638.00	\$ 441,274.00	\$ 229,965.00	\$ 9,348.00	\$ 39,096.00	737,321.00
Loftis Marina, LLC	\$ 93,840.00	\$ 300,210.00	\$ 156,654.00	\$ 6,360.00	\$ 26,598.00	583,662.00
Speeler Foundations	\$ 10,000.00	\$ 206,000.00	\$ 87,650.00	\$ 4,750.00	\$ 21,250.00	329,650.00
						-



City of Madeira Beach

Request for Proposal (RFP)

RFP# 2024-03

City Owned Seawall Replacement and Repairs

Due by 11:00 AM July 30, 2024

City Hall

300 Municipal Drive

Madeira Beach, Florida 33708

PURPOSE AND INTRODUCTION

The City of Madeira Beach, Florida ("City") is requesting Proposals from Florida certified, licensed and otherwise qualified Contractors ("CONTRACTOR"), one of which may be selected by the City to enter into a Contract for the construction of a project known as the "**RFP No. 2024-03 City Owned Seawall Replacement and Repairs**" on City-owned property located at 503 150th Ave., 424 150th Ave., 14109 N Bayshore and the street end at 142nd and N Bayshore in Madeira Beach, Pinellas County, Florida. The subject site is located within the City of Madeira Beach. See attached plans for full specs. The Marina and 14109 N Bayshore will need to be demoed and rebuilt per the attached Approved Permit Drawings and Permit Conditions and the seawalls located at 424 150th and 142nd and N Bayshore will need to be repaired per the attached inspection reports. Permits will be acquired through the City of Madeira Beach.

MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 10:00 a.m., on Tuesday, July 9th, 2024, to be held on site at Patriot Park located at 424 150th Ave. in Madeira Beach, Florida. All persons and CONTRACTORS planning to submit a Proposal are required to attend this meeting, which will outline the project as described in this RFP and provide an opportunity for questions and answers for all interested persons. Contractors must allow sufficient time to ensure arrival prior to the indicated time. **PEOPLE ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED.**

All Proposals must be submitted to the city in a sealed envelope and clearly marked: "**City RFP No. 2024-03 City Owned Seawall Replacement and Repairs**". All Proposals must be received in the Office of the City Clerk no later than 11:00 a.m. on Tuesday, July 30th, 2024, where they will be opened in a public forum at 11:30 a.m., on that same day. One (1) USB in PDF Format must be submitted. Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.madeirabeachfl.gov, to all interested persons identified by the City as having received the bid documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such an addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bidders must allow sufficient time to ensure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

Any responses received by the office of the City Clerk after the due date and time specified in this RFP will not be considered and will be returned unopened.

Corrections of any kind to any RFP must be initiated by an authorized representative of the CONTRACTOR. All Proposals must contain a manual signature of an authorized CONTRACTOR representative.

CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Proposals in writing to the following City representative. Questions must be submitted by the date listed in the calendar of events below.

Brian Crabtree
 Marina Manager
 503 150th Avenue
 Madeira Beach, Florida 33708
 (727) 399-2631 or (727) 409-0584
 bcrabtree@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked “RFP #2024-03 Marina Seawall Replacement” on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

The City of Madeira Beach reserves the right to reject any or all Proposals, to waive technical specifications or deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

CALENDAR OF EVENTS

A. July 1, 2024,	Request for Proposal (RFP) release date
B. July 9, 2024,	Mandatory Pre-Bid Meeting 10:00AM
C. July 16, 2024,	Questions due
D. July 23, 2024,	Answers / Clarification Posted
E. July 30, 2024,	Bid Due 11:00 AM at City Hall
F. July 30, 2024,	Bid Opening 11:30 AM at City Hall
G. August 28, 2024,	Tentative BOC Workshop Discussion
H. September 11, 2024,	Tentative Bid & Contract award

ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY,” the proposals shall become the property of the “CITY” without compensation to the proponent, for disposition or usage by the “CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.
- Costs to Prepare Responses: The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals. RFP 2024-03: On-Call Electrical Services 6
- Equal Employment Opportunity: During the performance of this Contract, the “CONTRACTOR” agrees as follows: The “CONTRACTOR” will not discriminate against any employee or applicant

for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the "CITY," as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law. A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount supplied in Section 287.017, Florida Statutes, for CATEGORY TWO for a 16 period of thirty-six (36) months from the date of being placed on the convicted vendors list.

SCOPE OF SERVICES

This Request for Proposal will include 4 areas, 2 of which will require removal and replacement of the wall and cap and the other 2 repairs as listed in the recommendations from the consultant.

Madeira Beach Municipal Marina seawall and cap from the fuel dock to the current boat ramp. The seawall project is 360 linear feet in total, 160 feet of 7-8' and 200 feet of 6' or less, measured from the bottom of the cap to the mudline. Project will include the temporary removal and replacement of all walkways to figure piers (5), gangways (1) and a main B-dock entrance (1). All walkways and piers will match the height of the seawall so there are no tripping hazards. Before work begins the contractor will survey the site for any utilities that will need to be removed/disconnected during Construction. Utility lines (water/power) to the main B-dock entrance will be temporarily removed and reconnected by the contractor. The current walkway to the B-Dock fixed dock will be removed and replaced with a new cement walkway. The Power & Water for slip pedestals#61-65 will be removed and replaced by the contractor. Power for lift on slip #65 will need to be disconnected/reconnected. Also, any other additional structures or utilities that will be affected during the project construction will need to be identified and requested to be temporarily moved and/or replaced by the contractor or utility company. All necessary utility/conduit sleeves will need to be provided by the sea wall contractor. There are 3 locations in total. Three sleeves for power and two lines for water.

The other locations will consist of 424 150th approximately 627 LF of seawall repairs and the repair or removal and replacement of the 515 +/- concrete sidewalk that runs along the seawall at 6 FT wide by 4

inches in depth with 3500 PSI concrete. 142nd Ave. and N Bayshore Repair of approximately 40LF see recommendations attached and the removal and replacement of the seawall and cap at 142nd Ave. and N Bayshore street end per the attached permit drawings.

DESCRIPTION OF WORK

Marina Replacement: The 360' of seawall will need to be vinyl sheet piled. Seawall cap, tiebacks and dead men will need to be replaced. All dock, gangway and finger pier entrances will need the necessary deck boards carefully removed, stowed safely and put back to match the original docks/piers. Any utilities that need to be moved or disconnected/reconnected will be identified by the contractor. Utilities will be disconnected/reconnected by the awarded contractor. See attached Design Plans.

424 150th Ave. Repair: The Seawall is approximately 627 LF case in place concrete with precast panels and the seawall exposed height is 58 to 83 inches. This seawall has horizontal, vertical, and diagonal cracking on several slabs with some appearing to be pushed out. There is a thin layer of rip rap at the toe of the wall in areas and is not providing structural support. The wall has no well point drains causing sediment loss behind the wall. Sediment is also being lost through open slab joints and expansion joints in the cap. The loss of sediment has caused hollow points beneath the sidewalk area which will include the correction of the elevation on the sidewalk or a full replacement. See attached inspection report and bid according to the seawall recommendations from Ruben Clarson Consulting.

142nd Ave & N Bayshore Street End Repair: The current seawall is approximately 40 LF replaced cast in place concrete with original precast concrete 4 ft wide by 8ft slabs. The seawall exposed height from the top of the cap to the berm 45 to 72 inches / approximately 3.75 to 6ft. There is some longitudinal cracking in the cap indicating the rebar is rusting inside the concrete from salt instruction. There are slab joints open causing extensive sediment loss behind the wall. There are no well points observed to relieve hydrostatic pressure or aid in removing water from behind the wall. See attached inspection report and bid according to the seawall recommendations from Ruben Clarson Consulting.

14109 N Bayshore Replacement: The current seawall is approximately 40.3 LF original cast in place concrete cap with precast concrete panels 4 Ft wide by 8 Ft long slabs. The exposed seawall height from the top of the cap to the berm is approximately 4 Ft with a 36" RCP stormwater pipe sticking approximately 18" out from the wall invert 42". There is some riprap at the toe of the wall and a retaining wall to the left of the property. See attached permit drawings and seawall recommendations in the inspection report from Ruben Clarson Consulting for the full replacement of the seawall.

CRITERIA FOR SELECTION OF CONTRACTORS

Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked Contractor shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with Florida Statutes.

In evaluating Bidders, Owner may consider the qualifications of Bidders and the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of

the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Evaluation Scoring Criteria	Possible Points
Capability and qualifications of the proposer	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	15
Resources and Availability – include a list of subcontractors	15
Client References and past performance	15
Total Bid Cost	35
Total	

AWARD

It is understood that the “CITY” of Madeira Beach is not obligated to make an award under, or because of, this RFP or to award such contract. The “CITY” of Madeira Beach reserves the right to award such contract, if any, to the best qualified Respondent(s). The “CITY” of Madeira Beach has the sole discretion and reserves the right to cancel this RFP, and to reject all proposal packages, to waive all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the “CITY” of Madeira Beach’s best interest to do so.



6111 142nd Ave. N.
Clearwater, FL 33760
Office (727) 535-5735
Fax (727) 535-6041
www.speeler.com

City of Madeira Beach RFP#2024-03
City Owned Seawall Replacement & Repairs
Statement of Qualification

Speeler Foundations, Inc. is a well-respected marine construction company located in Pinellas County. Our work spans all of Pinellas County, including residential, commercial, and governmental projects. In addition to the numerous residential projects, we have completed work several cities, including Madeira Beach, Gulfport, St. Petersburg, Indian Shores & Clearwater, as well as the Florida Fish & Wildlife Commission, the St. Petersburg Sheriff's Dept., Pinellas County Water & Navigation, and the Coast Guard.

We thoroughly understand the scope of work requested in RFP#2024-03 and feel that we are highly qualified to perform this work.

We obtain our quality materials from Decks & Docks Lumber Company & Frontier Ready Mix. We are a self-sufficient marine construction company and perform all of our own construction work.

Work can commence construction within 30 – 60 working days(Monday – Friday) after being awarded bid.

If you need any further information, please let me know.

Thank you,

Douglas R. Speeler, Jr.



CERTIFICATE OF LIABILITY INSURANCE

Item 7A.

DATE (MM/DD/YYYY)

7/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

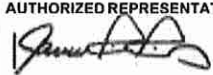
PRODUCER Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677	CONTACT NAME: Gena Huebner PHONE (A/C, No, Ext): 813-818-5300 E-MAIL ADDRESS: Ghuebner@higginbotham.net	FAX (A/C, No): 813-818-5396
	INSURER(S) AFFORDING COVERAGE	
INSURED Speeler Foundations, Inc. 6111 142nd Avenue N Clearwater FL 33760	INSURER A: Indemnity Insurance Co of North America	NAIC # 43575
	INSURER B: Auto Owners Insurance Co	NAIC # 18988
	INSURER C: American Interstate Insurance Co	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 2127201921 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		N10767118	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			4268393701	6/5/2024	6/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			N10767155	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCFL3238562024	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crew Coverage/Jones Act Contractors Equipment			N10767076	1/1/2024	1/1/2025	Up to 12 Crew See Schedule 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Madeira Beach is included as additional insured with respect to the general liability, as required by written contract.

CERTIFICATE HOLDER City of Madeira Beach 300 Municipal Drive Madeira Beach FL 33708	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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B. LIFT CAPACITY WARRANTY

It is hereby warranted that rated lift capacities of all dry-docks, cranes, travel lifts, loaders, hoist and marine railways owned by or operated on behalf of the Named Insured shall not be exceeded.

C. INCLUSION OF ADDITIONAL ASSURED OR LOSS PAYEES

Wherever Additional Assureds or Loss Payees are added to this Policy it is hereby agreed:

1. Such Additional Assureds or Loss Payees are included only with respect to such activities insured by this Policy as would exist in the absence of the naming of Additional Assureds or Loss Payees and coverage hereunder shall in no way be considered extended by the inclusion of Additional Assureds or Loss Payees.
2. The inclusion of Additional Assureds or Loss Payees in no way increases the limit of liability hereunder.
3. In the event of cancellation or change in policy coverage, unless specifically endorsed in writing to the contrary hereon, no obligation is imposed on this Company to send notice of cancellation or change of coverage to an Additional Assured or Loss Payee and notice to the original named Assured shall discharge all obligations of this Company hereunder. This Company shall not be required to notify Additional Assureds or Loss Payees of any cancellation received from the original assured hereon.
4. As respects the Loss Payees shown on the Declarations, such Loss Payees are added as their interests may appear.
5. As respects the Additional Assureds shown on the Declarations, notwithstanding anything to the contrary contained in the policy to which this endorsement is attached, it is agreed and understood that this Policy shall include as an Additional Assured those person(s) or organization(s) shown on the Declarations for whom you are performing operations when you and such person or organization have agreed in writing in a written contract or agreement that such person or organization be added as an Additional Assured on your policy. But any such entity shall only qualify as an Additional Assured with respect to liability for bodily injury or property damage caused in whole or in part by Your acts or omissions; or the acts or omissions of those acting on Your behalf in the performance of Your ongoing operations for the Additional Assured. A person's or organization's status as an Additional Assured under this endorsement ends when your operations for that Additional Assured are completed.

- IV.** The following Non-Contributory Endorsement for Additional Assureds applies **ONLY** where required by written contract **AND ONLY** if indicated in the Declarations.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL ASSURED

For organizations that are listed in the Declarations that qualify as an Additional Assured, the following is added to the Policy's Other Insurance provision(s):

If other insurance is available to the Additional Assured(s) listed or described in the Declarations for a loss we cover under this Policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the applicable Additional Assured.

- V.** The following Absolute Pollution Exclusion shall apply to coverage provided herein **UNLESS** the Pollution Limitation Endorsement (Sudden & Accidental Basis), as described in paragraph B. below, is otherwise indicated in the Declarations:

A. ABSOLUTE POLLUTION EXCLUSION

1. It is hereby agreed that this Policy shall not apply to any liability for bodily injury, property damage or personal injury arising out of the actual, alleged or threatened "release" of "pollutants" into or upon land, the atmosphere or any watercourse, water supply, reservoir or body of water.

It is further agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this Policy any occurrence, claim, suit, cause of action, liability, settlement, judgment, defense costs or expenses in any way arising out of such "release" whether or not such "release" arises out of the activities of the Assured or the activities of others and whether or not such "release" is sudden or gradual and whether or not such "release" is expected, intended, foreseeable, fortuitous, accidental or inevitable, and wherever such "release" occurs.

REFERENCES

Please include the below information for all **five (5)** references as required.

Information below to be included for all five references in the proposal.

Contact Name Ed Shaugnessy

Business Name Belleair Country Club

Business Address One Country Club Way Belleair, FL. 33785

Contact Phone 727-461-7171

Contact Email ed@belleaircc.com Other

Information (describe): 702 lineal feet of seawall

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the

REFERENCES

Please include the below information for all **five (5)** references as required.

Information below to be included for all five references in the proposal.

Contact Name Bill Karns

Business Name Madeira Beach Town Center

Business Address 410 150th Ave. Madeira Beach, FL. 33708

Contact Phone 727-422-10016

Contact Email wkarns@karnsenterprises.com Other

Information (describe): 414 lineal feet of seawall

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the

REFERENCES

Please include the below information for all **five (5)** references as required.

Information below to be included for all five references in the proposal.

Contact Name Mike Flood

Business Name The DeNunzio Group (Madeira Beach Project, LLC)

Business Address 555 150th Ave. Madeira Beach, FL. 33708

Contact Phone 617-945-2555

Contact Email mike@thedenunziogroup.com Other

Information (describe): 1,525 lineal feet of seawall

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the

REFERENCES

Please include the below information for all **five (5)** references as required.

Information below to be included for all five references in the proposal.

Contact Name Dave Travis

Business Name Travis Corp. of Pinellas

Business Address 9293 Bay Pines Blvd. Semionole, FL. 33708

Contact Phone 727-639-7203

Contact Email davetravis@baypinesmarina.com Other

Information (describe): Dock rebuild and boatlift install.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the

REFERENCES

Please include the below information for all **five (5)** references as required.

Information below to be included for all five references in the proposal.

Contact Name Megan Wepfer

Business Name City of Madeira Beach(Coastal Groin Restoration)

Business Address 300 Municipal Dr. Madeira Beach, FL. 33708

Contact Phone 727-543-8154

Contact Email mwepfer@madeirabeachfl.gov Other

Information (describe): Rehabilitate 22 existing beach groins

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance is required by Florida Law for all people employed by the contractor to perform work on this project.

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

NO COLLUSION

By offering a submission to this Request for Proposal, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate it at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Commissioners, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

PROPOSAL REQUIREMENTS

Submit one (1) electronic PDF proposal package organized Via demandstar or delivered to City Hall in the below order.

- A. Statement of Qualification: To be submitted on the "CONTRACTOR" letterhead. The statement of interest shall:
 - o Concisely state the "CONTRACTOR"'s understanding of the RFP.
 - o Include additional relevant information not requested elsewhere in the RFP.
 - o The signature on the statement shall be that of a person authorized to represent and bind the "CONTRACTOR"
- B. References- current, or recent project relating to the RFP.
 - o Provide a minimum of five (5) references for work performed like the scope of this RFP.
- C. Proposal Form - signed and completed.
- D. CONTRACTOR Profile – Completed
- E. Hold Harmless Agreement – signed and completed.
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- signed and completed.
- G. Immigration Affidavit certification- Signed and completed.
- H. Bid Tabulation Form
- I. Contractors Licenses
- J. Certificate of Insurance
- K. Signed Agreement for Dock replacement.
 - o Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
 - o Exhibit B Drug Free Workplace Certificate – Signed and completed.

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals Douglas R. Speeler, Jr.

Name of Person Submitting Proposals Douglas R. Speeler, Jr.

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments here to attached. The "CONTRACTOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Madeira Beach to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "CONTRACTOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
#1	7/18/2024
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature X Q. S. R.

Date 7/30/24

RFP Number 2023-09 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

“CONTRACTOR” PROFILE

Submitted by (Company Name): Speeler Foundations, Inc.

Contact Information: (Phone & Email Address): 727-535-5735 heather@speeler.com

Circle one of the following:

Corporation **Partnership** **Individual** **Joint Venture**

Other Describe: _____

Florida Contractor License Number: C-8853(PCCLB)

Expiration Date: 9/30/2024 Unique Entity ID: _____ FEIN: 59-3669172

Office Location: 6111 142nd Ave. N. Clearwater, FL. 33760

Number of people in your organization: 58

Length of time the Contractor has been doing business under this name in Florida: 24 years.

Length of time your firm has provided services to governmental clients: 24 years.

Under what other name(s) has your firm operated: Speeler Companies

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

NO

If yes, Include a detailed explanation.

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the City of Madeira Beach harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Douglas R. Speeler, Jr.
Contractor/ "CONTRACTOR"- Printed Name

X DRS
Signature

City Owned Seawall Replacement & Repairs
Project Name

7/30/24
Date

The effective date of this Hold Harmless Agreement shall be the duration of this project.

SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the "CITY" of Madeira Beach
By Douglas R. Speeler, Jr.
(Print individual's name and title)
for Speeler Foundations, Inc.
(Print name of entity submitting sworn statement)
whose business address is 6111 142nd Ave. N. Clearwater, FL. 33760 and (if applicable) its
Federal Employer Identification Number (FEIN) is 59-3669172.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. X enr

Authorized Signature
7/30/24
Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 30th day of July, 2024

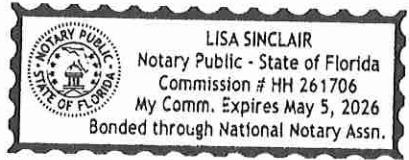
Personally Known [Signature] or Produced Identification _____

(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires May 5, 2026

(seal)



This document must be completed and returned with your submission.

IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant/Bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

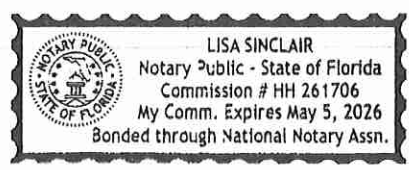
The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of Madeira Beach may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A(e) of the INA shall be grounds for unilateral termination of the contract by the City of Madeira Beach.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant/Bidder's proposal.

Company Name: Speeler Foundations, Inc.
Print Name: Douglas R. Speeler, Jr. Title: President
Signature X [Signature] Date: 7/30/24
State of: Florida
County of: Pinellas
Sworn to and subscribed before me this 30th day of July, 2024

Personally Known [Signature] or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary
My Commission Expires May 5, 2026



(seal)

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. This document must be completed and returned with your submission.

Bid Tabulation Sheet

General

Description	Unit	Est. Quan.	Unit Price	Amount
Mobilization / Demobilization	LS	2	5000.00	10000.00

Marina - Replacement

Description	Unit	Est. Quan.	Unit Price	Amount
Cost of Matieral	LS	1		143000.00
Cost of Labor	LS			23000.00
Utility removal / installation	LS	1		35000.00
Cost of Dock/Pier Removal / installation	LS	1		5000.00
Total				206000.00

424 150th Ave. - Repair

Description	Unit	Est. Quan	Unit Price	Amount
Seawall Repairs per Insp. Report	LS	1		43950.00
Sidewalk Removal- Turn to rip rap	LF	515		7200.00
Sidewalk Replacement 3500 PSI 4in depth	LF	515		36500.00
Total				87650.00

142nd & N Bayshore - Repair

Description	Unit	Est. Quan	Unit Price	Amount
Seawall Repairs per Insp. Report				4750.00
Total				4750.00

14109 N Bayshore - Replacement

Description	Unit	Est. Quan	Unit Price	Amount
Seawall Replacement per Insp. Report & Plans				21250.00
Total				21250.00

Proposed total project cost Includes all 4 locations plus mobilization

329650.00

Printed Name: Douglas R Specker Jr

Signature:  Date: 7/30/24

EXHIBIT A PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Douglas R. Speeler, Jr. /President
[print individual's name and title]
for Speeer Foundations, Inc.

[print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave. N. Clearwater, FL. 33760

and Federal Employer Identification Number (FEIN) is 59-3669172, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit

shall be executed by an authorized agent of the entity or the individual.

X Qnsn
Authorized Signature

Date Signed 7/30/24

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 30th day of July, 2024

Personally Known ✓ or Produced Identification _____

(Specify Type of Identification)

[Signature] Signature of Notary

My Commission Expires May 5, 2026

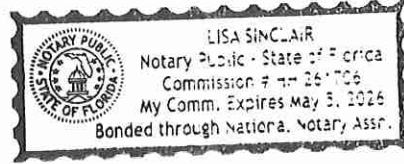


EXHIBIT B DRUG FREE WORKPLACE CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by Douglas R. Speeler, Jr./President
[print individual's name and title]

for Speeler Foundations, Inc. [print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave. N. Clearwater, FL. 33760 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3669172 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by:

Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace.
 - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
- (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS



300 Municipal Drive
Madeira Beach, Florida 33708
Feb 727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

July 18, 2024

ADDENDUM #1

RFP #2024-03 City Owned Seawall Replacement and Repairs

PREPARED BY:

City of Madeira Beach
300 Municipal Dr.
Madeira Beach, FL 33708

THIS ADDENDUM #1 ADDED:

- Questions and answers
- Bid Tabulation
- Signed and Sealed Plans for 141st Seawall

Click the link below to access all documents related to this RFP:

[DemandStar](#)



300 Municipal Drive
 Madeira Beach, Florida 33708
 727-391-9951
 Fax 727-395-9361
www.madeirabeachfl.gov

Amendment #1 RFP 2024-03 City owned Seawall Replacement and repairs

General

1. Whole Project timeline will be 120 calendar days
2. All construction areas will need to be properly signed and barricaded off each night to ensure public safety.
3. When a location is started it must then be completed before moving to the next location, no exceptions.
4. Are there any aquatic inspections required for any of the areas. If so, who will provide them.
 - a. No
5. Are you providing all the permitting for the projects.
 - a. Yes, the city has submitted for city permits and will have at final contract approval
6. Lay down area?
 - a. An area will be provided for materials at each location.

Marina:

1. Will the dock be open during the project?
 - a. Yes, coordination will need to be done prior to construction to ensure the fuel dock and other docks are open
2. Can the power for the fuel dock be disconnected?
 - a. Yes, and reconnected once the project is completed.
3. What are the working hours?
 - a. Monday-Saturday 7AM-7PM.
4. Are the contractors limited to sections at a time?
 - a. Preferably especially on the back side of the marina to ensure the docks are accessible.
5. Is the contractor responsible for the pedestals?
 - a. The contractor will be responsible for the removal and replacement of the pedestals, but the marina staff will remove the dock boxes.
6. Does the contractor need to provide temporary lighting if needed?
 - a. No there will be enough lighting from the ship store.
7. Will the fish cleaning slab need to be taken out?
 - a. Whatever needs to be removed to complete that section will need to be replaced. Staff will remove the awning.
8. City will put in temporary walkway for the fuel dock and B dock during construction
9. Boats will be moved as needed
10. Can Helicals be used in lieu of Manta Ray's
 - a. No please follow the design plans as provided
11. The driveway adjacent to New Seawall needs to be replaced after the new Seawall is installed. Should it be replaced with asphalt or stone.
 - a. The asphalt driveway will need to be replaced in kind leaving a 2.5 buffer of shell between the cap and drive for all electrical and plumbing.

Patriot Park:

1. Is there power underneath the sidewalk?
 - a. The power for the whole park is currently running through those boxes in the sidewalk panels but the city's electrician will be relocating to behind the back of sidewalk. This will happen prior to the start of the seawall repair.
2. Sidewalk will need to be flush with the seawall cap
 - a. Yes the sidewalk will need to be flush with the seawall cap to ensure no trip hazards
3. Sidewalk will need to be
 - a. The sidewalk will need to be fully replaced once the seawall repairs are completed to ensure a complete fix.
 - i. Concrete will need to be 3500 PSI at 4 inches thick following all FDOT Specs on ADA slops and expansion joints. The sidewalk will be in the same footprint as it is currently but be flushed with the seawall cap.
4. Lay down area?
 - a. The Grass area on the East side of the memorial can be used for a lay down area

142nd:

1. Contractor is only responsible for filling voids on city property

141st:

1. New Wall will need to be exact to specs with drawings from Clarson leaving the outfall pipe exactly where it is and not cutting or adding an extension.



Memorandum

Meeting Details: August 28, 2024

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: ITB 2024-08 Archibald Restroom Project Discussion

Background

Staff received approval in 2023 to proceed with Engineering and design of the new restroom facilities at Archibald Park for a total of \$29,750.00. The current facilities are way past their useful life and need demolition due to concrete spalling and utilities being undersized compared to the usage. The current restroom has three (3) fixtures in each and the new will have four (4) along with proper ADA stalls, a plumbing closet which hides all lines and makes it easier for maintenance or repairs. The new restroom will also have a large janitorial / garage area which will allow some indoor storage that is lacking in other areas.

The restroom facilities design and permitting were completed and sent out to bid on July 15, 2024. A mandatory pre bid meeting was held on site to answer any questions and show the site to the proposed contractors on July 23rd where four (4) companies were in attendance. On Tuesday, August 20th all bids were due by 10 AM, staff received only two (2) and only one (1) who is qualified for this project. All contractors, unless previously prequalified, were required to submit a prequalification packet to ensure they are able to build the restroom facility to our standards. Both contractors submitted the packet but only one (1) is qualified to complete the restroom project due to past projects that were similar. Due to past projects the staff has only one responsible responsive bidder and that is Khors Construction Inc.

Fiscal Impact

Staff has budgeted \$1,500,000 in FY 2025 budget for the restroom project and the bid have been received for \$823,498.00 with a 10% contingency for a total of \$905,847.80.

Recommendation(s)

Staff recommends the Board of Commissioners accept and approve the contract with Khors Construction Inc. for \$823,498.00 with an additional 10% contingency total of \$905,847.80 in the event of any unknown emergency during construction.

Attachments

- :- Khors Construction Inc Submittal
- :- Khors Construction Prequalification packet



**City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708**

Contractor Name: Khors Construction, Inc.

Street Address: 6251 44th Street N Suite 1909

City/State/Zip: Pinellas Park, FL 33781

NOTE: If you have any questions during this process, please do not hesitate to contact my office at (727) 822-4151 or email me at acarrier@transystems.com and copy mwepfer@madeirabeachfl.gov on all emails.

RE: PRE-QUALIFICATION TO BID, CITY OF MADEIRA BEACH

Attached is a "QUALIFICATION APPLICATION OF PROSPECTIVE BIDDER" for the City of Madeira Beach's construction projects.

Your attention is called to the following two (2) items which must accompany the application: Three letters of reference and a list of major projects completed within the past year. Each project is to include type of work, dollar value, contact name, phone number of project representative or owner with email address.

All the above items must be received before review of the application can begin. For contractors interested in any project, the complete pre-qualification package must be received by the date indicated in the bid advertisement. Packages can be mailed or delivered to Attn: Megan Wepfer, 300 Municipal Dr. Madeira Beach, FL 33708 or email. Note that all packages will be open to public record request.

All qualifications must be met and approved prior to submitting a bid. We appreciate your interest in the City of Madeira Beach's project.

Sincerely,

Megan Wepfer
City of Madeira Beach
Public Works Director
C:727-543-8154

Al Carrier, PE, PSM
City Engineer
TransSystems
O: 727-822-4151

QUALIFICATION APPLICATION OF PROSPECTIVE BIDDERS FOR THE CITY OF MADEIRA BEACH CONSTRUCTION PROJECTS

TO: City of Madeira Beach
Attn: Megan Wepfer, Public Works Director
300 Municipal Drive
Madeira Beach, FL 33708

DATE: 7-29-24

PURPOSE: To provide the City of Madeira Beach with reasonable assurance that the prospective bidder on City of Madeira Beach construction contracts has the financial assets, resources, work force, and work experience to successfully complete the contemplated construction contract agreements with the City.

CONTRACT OR FIRM NAME: Khors Construction, Inc.

BUSINESS ADDRESS: 6251 44th Street N Suite 1909

CITY - STATE - ZIP CODE: Pinellas Park, FL 33781

PHONE NUMBER: FAX NUMBER: (813) 728-3689

E-MAIL ADDRESS: khorsconst@gmail.com

TYPE OF ORGANIZATION: Corporation
(Individual, Corporation, Partnership, etc.)

LIST ALL PRINCIPALS OF ORGANIZATION:
(President, Vice-President, Secretary-Treasurer, Partner, etc.)

Kori Khorsandian, President

DATE ORGANIZATION BEGAN UNDER PRESENT NAME: 10/2004

OTHER NAMES AND DATES UNDER WHICH ORGANIZATION EXISTED:

NA

REFERENCES: See Letters of Recommendation Attached.

CONTRACTOR'S LICENSE NUMBER: CGC1508668

INDIVIDUAL HOLDING LICENSE: Kori Khorsandian

ISSUING AUTHORITY: State of Florida

CLASSIFICATION OF LICENSE: Class A General

HAS YOUR FIRM EVER FAILED TO COMPLETE WORK AWARDED TO YOU? IF SO,
WHERE AND WHY? NA

NUMBER OF FULL TIME EMPLOYEE'S DIRECTLY ON APPLICANTS' PAYROLL: 3

PRESENT VALUE OF AND GENERAL TYPE OF ALL CONSTRUCTION AND OPERATIONAL
EQUIPMENT DIRECTLY OWNED BY THE APPLICANT (INFORMATION MAY BE OBTAINED
FROM MOST RECENT FINANCIAL STATEMENT & INCLUDE LONG TERM LEASE/PURCHASE
EQUIPMENT): \$201,625.00

The pre-qualification to bid limitation is an amount of dollars equal to the amount of the largest single construction project which has been successfully completed by the contractor. The pre-qualification amount is limited to the construction categories in which the contractor is approved to perform work. This pre-qualification amount may be adjusted as the contractor may successfully complete larger construction projects. The contractor may exhibit where two or more similar projects were substantially accomplished by the contractor at the same time where the aggregate amount of these projects in excess of the largest single project accomplished. This aggregate amount will be considered as the pre-qualification amount up to an amount equal to 100% of the largest single project amount. Pre-qualification amounts and categories may be limited as warranted by the contractor's experience with construction projects.

LARGEST SINGLE PROJECT COMPLETED BY THE CONTRACTOR:

1. AMOUNT: \$ 1,500,000
 2. DATE OF COMPLETION: 02/2017
 3. TYPE OF WORK: Development for 12 home subdivision. Construction of 9000sf equestrian center with living quarters. 3500sf
~~Custom Home Construction~~
 4. OWNER/REPRESENTATIVE: Sheriar Khorsandian
- ADDRESS: Lanigan Road Dade City FL
- PHONE NUMBER: 813-857-1835
- EMAIL: skhorsan19@gmail.com

ALTERNATE PRE-QUALIFICATION AMOUNT IS BASED ON THE AGGREGATE TOTAL AMOUNT OF CONCURRENT PROJECTS COMPLETED BY THE CONTRACTOR WITH A MAXIMUM AMOUNT OF 100% OF LARGEST SINGLE PROJECT LISTED ABOVE. LARGEST AGGREGATE AMOUNT COMPLETED BY CONTRACTOR WHERE WORK WAS PERFORMED AT THE SAME TIME:

\$ 2,979,087

(TOTAL AGGREGATE AMOUNT FROM THE PROJECT LIST BELOW)

PROJECT 1

1. AMOUNT: \$ \$1,052,902

2. DATE OF COMPLETION: 3-25-24

3. TYPE OF WORK: Ream Wilson Trail Pedestrian Bridge Repairs and Restoration

4. OWNER/REPRESENTATIVE: Mathew Anderson

ADDRESS: Clearwater, FL

PHONE NUMBER: 727-562-4800 EMAIL: mathew.anderson@myclearwater.com

PROJECT 2

1. AMOUNT: \$ 1,330,363.94

2. DATE OF COMPLETION: 3-7-24

3. TYPE OF WORK: Baycare BallPark Structural , waterproofing and cosmetic repairs, door replacements sound system replacement

4. OWNER/REPRESENTATIVE: Mathew Anderson

ADDRESS: Clearwater FLorida

PHONE NUMBER: 727-562-4800 EMAIL: mathew.anderson@myclearwater.com

PROJECT 3

1. AMOUNT: \$ 595,821.00

2. DATE OF COMPLETION: 1-31-24

3. TYPE OF WORK: Parks and Recreation

4. OWNER/REPRESENTATIVE: Michael Renberg

ADDRESS: 2215 Bloomingdale Avenue Valric, FL

PHONE NUMBER: 813-273-3644 EMAIL: renbergm@hillsboroughcounty.org


THE FOLLOWING ADDITIONAL ITEM IS TO ACCOMPANY THIS APPLICATION:

1. Three letters of reference are requested from owners your company has performed work for. Reference letters shall be on the owner's letterhead and contain the following information:
 - A. Location and type of work
 - B. Dollar volume with your company
 - C. Project owner's name, address & phone number
 - D. Surety company involved if any
 - E. Consulting engineer or architect, address, phone
 - F. Start and completion dates

THE FOLLOWING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

FIRM: Khors Construction, Inc. BY: Kori Khorsandian

Type or Print

SIGNATURE: 

TITLE: President

DATE: 7-29-24

PUBLIC RECORDS

Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and; that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The Contractor shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- (4) The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must

provide the records to the public agency or allow the records to be inspected, copied, or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.

(6) If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(7) A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

(8) If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if: a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and.

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(9) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(10) If the Contractor Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach

Attn: City Clerk

Madeira Beach, FL 33708

727-391-9951, Ext. 231

cvanblargan@madeirabeachfl.gov



HOME OF ESPIRITU SANTO MINERAL SPRINGS

750 Main Street † Safety Harbor, Florida 34695
(727) 724-1555 † FAX 724-1566
www.cityofsafetyharbor.com

February 27, 2024

To Whom it May Concern:

RE: Khors Construction, Inc, and the City of Safety Harbor's Marshall Street Park Pickleball Courts Project, IFB 2023-02-CIP.

The City of Safety Harbor contracted with Khors Construction, Inc. for the construction services of the Marshall Street Park Pickleball Court Project. The project started on September 25, 2023, and was completed on February 2, 2024. Total Project construction cost was \$472,042.

The Project Scope consisted of the following:

- Demolition of vertical concrete racket ball structure, clearing and grubbing;
- Grading;
- Installation of silt fence, tree barricades, construction entrance, erosion protection, and maintenance of traffic (MOT) for roadway and pedestrian traffic;
- Installation of Five (5) Pickleball Courts and an eight (8) foot masonry/stucco practice wall, court construction, concrete installation, asphalt installation, netting, electrical conduit installation, light poles installation, bench assembly, fence and fence gates installation, concrete sidewalk installation, painting, water fountain roof cover, plumbing, water fountain installation, and sod installation.

Overall, the project construction was within the City budget and completed ahead of schedule. The project is a complete success. I would recommend Khors Constructions, Inc. to those seeking Construction Services.

I would welcome the opportunity to work on new projects with Khors Construction, Inc. in the future.

Michelle C. Giuliani

Sincerely,
Michelle C. Giuliani
Engineering Director
727.724.1555, Ext. 1706 (Office)
727.631.1366, Cell
E-mail: mgiuliani@cityofsafetyharbor.com



CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4800 FAX (727) 562-4825

PARKS & RECREATION
DEPARTMENT

To Whom it May Concern:

We have contracted with Khors Construction, Inc on multiple building construction projects for the Parks and Recreation Department. Specifically, Baycare Ball Park 2023 project started on November 13, 2023, and was substantially completed on March 7, 2024 for the total amount of \$1,330,363.94.

Khors Construction provided excellent construction management and finished this project within budget and on-time. Khors overcame many unforeseeable obstacles encountered including substantial changes in scope and multiple scheduling conflicts with other contractors working onsite. Khors Construction's Staff is experienced and well-rounded in all trades. They are attentive to detail and proactive. Khors is committed to providing customer service and satisfaction.

I would recommend Khors Constructions, Inc. to those seeking the services of a Construction Manager for renovations or new construction.

We look forward to working with Khors Construction, Inc on future projects.

Sincerely,

Matthew J. Anderson
Assistant Director Parks & Recreation



March 27, 2024

To Whom it May Concern:

Re: Khors Construction Inc. and Hillsborough County Bloomingdale Baseball Dugouts and Bleacher Shade Covers.

I am pleased to write this letter of recommendation for Khors Construction, Inc. I have witnessed excellent management skills and attention to detail on several Hillsborough County Projects. This particular project was for the design-build construction of 31 shade structures at Bloomingdale Little League. Project design and permitting began on 8-25-23, onsite demolition and construction commenced on November 20, 2023 and substantial completion was reached on January 31, 2024. Total project cost was \$595,821. Project was completed in less than expected time and within budget.

In my dealings with Khors Construction, Inc. I have recognized exceptional contract management, communication, scheduling, and attention to details. The quality of the final product has always met or exceeded expectations. Khors Construction, Inc. has shown the ability to provide value engineering and work within budget and time constraints as needed. Based on the positive experiences, I would recommend Khors Construction, Inc. for your design-build and/or your construction management needs.

Sincerely,

Mike Renberg

Michael Renberg

Manager, R3M Program

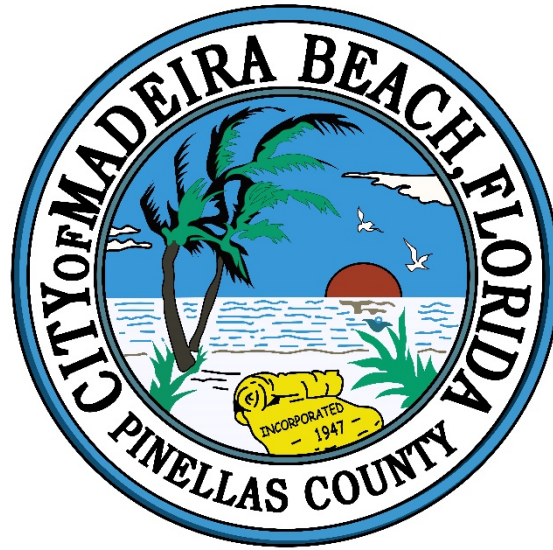
Real Estate & Facilities Services/R3M

P: (813) 273-3644

M: (813) 781-7619

E: renbergm@HillsboroughCounty.org

W: HillsboroughCounty.org



ITB# 2024 – 08
ARCHIBALD PARK RESTROOM
PROJECT

Proposals Due by August 20, 2024
At 10:00 AM: City Hall
300 Municipal Drive
Madeira Beach, Florida 33708

CONTACT:

Megan Wepfer, Public Works Director
300 Municipal Dr.
Madeira Beach, Florida 33708
(727) 391-9951 Ext 401
mwepfer@madeirabeachfl.gov

CITY OF MADEIRA BEACH

Bid Form

ARCHIBALD PARK RESTROOM PROJECT

To: City of Madeira Beach
Public Works Department
300 Municipal Dr.
Madeira Beach, FL 33708

The undersigned Bidder, having thoroughly examined the Specifications, and other Bid Documents; having investigated the location of, and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this Bid; and all other factors and conditions affecting, or which may be affected by the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into a Contract with the City on the form included in the Contract Documents and to furnish all required materials, tools, equipment, and plant; to perform all necessary labor and superintendence; and to undertake and complete the Work or approved portions thereof, in full accordance with and in conformity with the Construction Drawings, Specifications, and all other Contract Documents hereto attached or by reference made a part hereof, and for the following prices as shown on the Bid Schedule

The undersigned Bidder hereby agrees to execute the Contract in conformity with this Bid, to have ready and furnish the require Performance and Payment Bonds, executed by a Surety acceptable to the City and provide Certificates of Insurance evidencing the coverage and provisions set forth in the Contract within ten (10) Calendar Days of the City's issuance of a Notice of Award.

Enclosed herewith is a Bid Guaranty as defined in the attached Instructions to Bidders in the amount of 10% of bid amount which Bid Guaranty the undersigned Bidder agrees to be paid to and become the property of the City, as Liquidated Damages and not as penalty should the Bid be accepted, the Contract Notice of Award issued, and should the Bidder fail or refuse for any reason to enter into the Contract in the form prescribed. The Bidder shall furnish all required Bonds and Insurance Certificates within ten (10) Calendar Days of issuance of the Notice of Award.

The Following persons, firms or corporations are interested as joint ventures, partners or otherwise with the undersigned Bidder in this proposal:

Name: N/A

Address: N/A

Name: N/A

Address: N/A

If there are no such persons, firms or corporations, please so state in the following space:

Date: 08/19/2024

The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name and address of Sub-Contractor</u>	<u>Description of work</u>	<u>% of Contract.</u>
<u>See Attached List</u>	<u>See Attached List</u>	<u>See Attached</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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The undersigned Bidder acknowledges responsibility for ensuring any and all Subcontractors conform and comply with all terms and conditions of the Contract Documents.

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted, except a Bid other than the lowest, and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Work shall be completed within the Contract Time as Specified in the Special Conditions. Bidder hereby acknowledges receipt of Addenda Numbers:

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of the "Instructions to Bidders".

Bidder, by his signature hereon, hereby authorizes the obtaining of reference information containing the Bidder's qualifications, experience and general ability to perform the work and hereby releases the party providing such information and the City from any and all liability to Bidder as the result of such reference information being provided. Bidder further waives any right to receive copies of information so provided to the City.

Bidder agrees to perform all Work described in the Contract Documents for the unit prices or the lump sum as shown on the Bid Form and acknowledges that the quantities shown on the Bid Schedule are approximate only and are intended principally to serve as guides for the purpose of comparing and evaluating Bids.


Archibald Park Restroom Bid Date Sub List

8/19/24

TITLE OF WORK	SUB-CONTRACTOR	ADDRESS	% of Project
Concrete & Masonry	Will Netherly Concrete	1745 Hunter Lane Tarpon Springs, FL	16%
Division 10 Fixtures	Specialties Direct Inc.	29656 US Hwy 19 Ste. 100 Clearwater, FL	2%
Electrical	Supreme Electric	12507 Vision Way Riverview, FL	6%
Flood Barrier	Saks Enterprises	3155 Lakewood Ranch Blvd. #103 Bradenton, FL 34211	2%
Site, Demo, Grade & Excavate	JVS	1608 N 43rd Street, Tampa, FL 33605	4%
HVAC	Tradition Central Air	890 34th St. NW Winter Haven, FL	1%
Insulation	Daniel Insulation	12950 Daniel Dr. Clearwater, FL	1%
Painting	Bodner Painting	10260 Strawberry Tetra Dr. Riverview FL	2%
Pest Control	Apex Pest Control	1180 US 1 Rockledge, FL	1%
Plumbing	Pro Plumbing	5205 N. Nebraska Ave. Tampa, FL	8%
Roofing/Frame	AKVM	3230 59th Dr. E #101. Bradenton, FL	10%
Stucco	Kenzie Grace Construction LLC	PO Box 837. Dover, FL	2%
Surveying	Transystems	565 Hercules Ave. Clearwater, FL	1%
TOTAL			56%

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary in the opinion of the City, to complete the Work fully as planned and contemplated, and that all quantities of Work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid, except as otherwise provided for in the Contract Documents.

By submitting a Bid, the Bidder acknowledges that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest or expectation shall inure to the benefit of the Bidder as the result of any reliance or participation in the process.

The undersigned Bidder further grants to the City the right to award this Contract based on any possible combination of base bids and alternate(s) (if any) that best suits the City's needs.

Dated this 19th day of August, 2024.

Bidder: [Signature] Kori Khorsandian - Khors Construction, Inc.

Address: 6251 44th Str. N., Ste. 1909, Pinellas Park, FL. 33781

Name printed: Kori Khorsandian

Title: President

If a corporation:

State of incorporation: Florida

Attest: [Signature]



(Seal)

Bid Schedule

Archibald Park Restroom Project

This is a LUMP SUM BID. The following Bid Schedule is intended as a general recap of the work involved; it is NOT an all-inclusive detail of everything required to do this job. It is the contractor’s responsibility to carefully review the plans, specifications, and project to determine what is needed to do the whole job, and to reflect this in his LUMP SUM BID. This basis of award will be the total base bid for the project. IF DURING THE BID PROCESS, THE CONTRACTOR NOTICES A DISCREPANCY BETWEEN THE WORK REQUIRED AND THIS BID SCHEDULE HE MUST BRING IT TO THE ENGINEER’S ATTENTION BEFORE THE BID DATE

Contract period: 210 Consecutive days: may be extended at the approval of City manager or designee.

BASE BID

Item#	Estimated Quantity	Unit	Description	Total
1	1	LS	Mobilization and demobilization.	\$84,895
2	1	LS	Demolition of existing structure	\$85,680
3	1	LS	Restroom construction – complete and finished including utility connections (water, sewer, electric) and site grading.	\$652,923

Total Base Bid: \$ 823,498.00

Eight Hundred, Twenty-Three, Four Hundred, Ninty-Eight Dollars and 00/100
(Written)

Submitted by: Khors Construction, Inc.

Company

Kori Khorsandian, President

Authorized Personnel



08/19/2024

Signature/date

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: Khors Construction, Inc.

2. Permanent main office address: 6251 44th Str. N., Ste. 1909, Pinellas Park, FL. 33781

3. Date organized: October 2004

4. If a corporation, where incorporated: Florida

5. How many years have you been engaged in the contracting business under your present firm or trade name? 20 years

6. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.) List the location and type of construction, Owner and Engineer for each project with contact persons and phone numbers for the Owner and Engineer of each project:

City of Clearwater: CM @ Risk 2020-2024 Term Contract - Various Projects/ Various Amounts

Hillsborough County R3M 2020 - 2024 Term Contract - Various Projects/ \$9,000,000.00

City of Clearwater: CM @ Risk 2024 - 2028 Term Contract - Various Projects/ Various Amounts

Hillsborough County: R3M 2024 - 2028 Term Contract - Various Projects/ \$7,000,000.00

City of Clearwater: Sailing Center Storm Damage - \$125,751

Hillsborough County: Multi Park LED Lighting ~\$377,167

Hillsborough County: PSOC Lightning Protection ~\$88,080

Hillsborough County: Mosi Lightning Protection ~\$90,500

Hillsborough County: Riverview Library Painting ~\$76,900 Hillsborough County: Lettuce Lake Visitor Center Roof Rplc ~\$60,000

* All Clearwater Project Contact Matt Anderson 727-562-4800
* All Hillsborough Projects Contact Michael Renberg 813-273-3644

7. General character of Work performed by your company:

General Contracting and Construction Management Services

8. Have you ever failed to complete any Work awarded to you?

No

If so, where, and why?

N/A

9. Have you ever defaulted on a contract?

No

If so, where, and why?

N/A

10. Have you ever had any projects terminated by the city? If so, where, and why? No - N/A

11. List the more important projects recently completed by your company, stating the approximate cost of each, the month and year completed, location and type of construction, Owner and Engineer for each project with the telephone number where each may be contacted. Do not list projects that are listed under item 6. above:

- 01/2016 - 02/2017: Development for 12 home subdivision. ~\$1,500,000. Construction of 9,000SF Equestrian Center w/ living quarters & 3,500SF Custom Home Construction. Sheriar Khorsandian: 813-857-1835

- 08/2023 - 03/2024: Ream Wilson Trail Pedestrian Bridge Repairs & Restoration. ~\$1,052,902. Repairs and restoration. Matt Anderson: 727-562-4800.

- 11/2023 - 03/2024: Baycare Ball Park. ~\$1,333,363. Structural, waterproofing, cosmetic repairs, door replacements, sound system replacements. Matt Anderson 727-562-4800.

- 08/2023 - 01/2024: Bloomingdale Park. ~\$595,821. Bleachers & Dugout Covers. Michael Renberg. 813-273-3644

15. Credit available: \$ \$200,000.00

16. Bank reference: Centennial Bank - Teresa Clark

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? Yes

18. Are you licensed as an Excavator, General Contractor, or under any other title? If yes, in what city, county and state?

Yes, Class A General Contractor. State of Florida

What class, license and numbers?
Class A General Contractor - CGC1508668

19. Do you anticipate subcontracting Work under this Contract? If yes, what percent of total contract price? Yes. ~56%

List type of work to be subcontracted (list subcontractors I suppliers on a separate sheet and attach it to this form):
See Attached List

20. Are you involved in any lawsuits and are any lawsuits pending against you or your firm at this time? -

If yes, DETAIL:
No - N/A

21. What are the limits of your public liability? DETAIL:
\$1,000,000 per occurrence/ \$2,000,000 general aggregate

What company? Ryan Specialty

22. What are your company's bonding limitations?
\$3,000,000/ \$20,000,000

23. Name of proposed Superintendent for this project. Said person shall be required on the project unless agreed upon otherwise in writing by the City:
Sam Krosnicki

**VENDOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES
FLORIDA STATUTES, SECTION 287.133(3) (a)**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to City of Maderia Beach
(print name of public entity)
by Kori Khorsandain, President
(print individual's name and title)
for Khors Construction, Inc.
(print name of entity submitting sworn statement)
whose business address is 6251 44th Str. N., Ste. 1909, Pinellas Park, FL. 33781
and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1765211

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

- 2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (Item 8A.) 8/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: ASSOCIATES AGENCY, INC. CONTACT NAME: Brittany Jones. INSURER(S) AFFORDING COVERAGE: James River Insurance Co, American Builders Insurance Company, Houston Casualty.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Errors & Omissions.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: For Insured's File. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



Memorandum

Meeting Details: August 28, 2024

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Rubicon Software Contract Approval

Background

The sanitation department has been working off paper spreadsheets for commercial property pickups which has the number of dumpsters per address, size of dumpsters, and pickup days listed. There are currently 202 commercial properties on this list and that makes it difficult to route out efficiently daily not to mention it changes at least once a week. The Rubicon Software is an app designed for Sanitation and to route the driver effectively and safely and can be changed daily due to congestion or needs and also has GPS and a dash Cam. This Software will also ensure the driver does a pre and post trip inspection of the truck which will help to better the maintenance schedule. The software is not only for the commercial route but also for residential and can accommodate cart deliveries and repairs. Having this software on the truck will minimize the pickup skips/questions because staff will be able to log into the back office and pull up video footage to see what the issue was with the address. Often when the calls come in for residential homes the cart was not put out in time or was the wrong container that does not get picked up on the regular pickup days. Commercial properties are often caused by dumpsters being blocked or items being in the dumpster that the city does not dispose of. When a property is skipped the driver will be able to mark that property with a picture and description as to why it was skipped. Staff will be able to see problem areas and be able to address them more effectively.

This contract will be for a three (3) year term and will be \$17,225.25 for the first year due to programming of the system for our routes and imputing all data and then \$12,444.00 for the remainder two years. Each year will be paid in the fiscal year and come out of the Sanitation fund.

Fiscal Impact

The fiscal impact for year one is \$17,225.25, year two \$12,444.00 and year three \$12,444.00. These fees include the use of the software, GPS, and Dash Cams.

Recommendation(s)

Staff recommends the Board of Commissioners approve the Contract with Rubicon for a three-year term for the Sanitation Software which includes GPS, Dash Cams, and routing software.

Attachments

- Rubicon Quote
- Rubicon Contract

MASTER SOFTWARE SERVICES AGREEMENT

THIS MASTER SOFTWARE SERVICES AGREEMENT (this “Agreement”) is made and entered into as of September, 2024 by and between RUBICON GLOBAL, LLC, a Delaware limited liability company (“Rubicon”), and CITY OF MADEIRA BEACH, with a principal place of business at 300 Municipal Dr, Madeira Beach, FL 33708 (“Client”). This contract is made pursuant to Sourcewell Contract #020221-RUB by and between Rubicon Global, LLC and Sourcewell, which commenced March 26, 2021 (the “Sourcewell Contracts”). The City of Madeira Beach, FL’s Sourcewell Account number is #44728.

In consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

- 1.1 “Affiliate” means any entity that is controlled by Client, where “control” means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests in an entity.
- 1.2 “Agreement” means this Agreement, and any Orders, exhibits, Statements of Work and amendments to the foregoing.
- 1.3 “Client” means the entity entering into this Agreement and any Affiliate designated in this Agreement or an Order which is authorized to receive the Subscribed Services. Client shall be fully responsible for the performance of all of its Affiliates’ obligations under this Agreement.
- 1.4 “Client Content” means all data, imagery, information and other content (a) transmitted by or on behalf of Client through the System; (b) provided by Client or on Client’s behalf for use in connection with the Subscribed Services; or (c) otherwise processed or stored by Rubicon or its contractors on Client’s behalf pursuant to this Agreement.
- 1.5 “Documentation” means the then-current, commercially available user manuals, training materials and technical manuals relating to the Subscribed Services provided to Client by Rubicon pursuant to this Agreement.
- 1.6 “Effective Date” means the earlier of (a) the date this Agreement and the first Order are accepted and signed by Rubicon; or (b) the date Client begins using or receiving the Subscribed Services.
- 1.7 “Intellectual Property Rights” means, on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).
- 1.8 “Marks” means the trademarks, service marks or trade names of Client.
- 1.9 “Order(s)” means the order(s), and any amendments thereto, executed by the parties and which references this Agreement. Each Order shall specify the Subscribed Services being subscribed for, the licensing parameters, the term of the Order, the applicable fees, billing period, and other charges, as well as payment terms. Each Order with the terms of this Agreement, and any exhibits and amendments to such Order, is a separate and independent contractual obligation of Rubicon from any other Order. In the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of such Order shall prevail.

1.10 “Professional Services” means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Subscribed Services specified in a Statement of Work.

1.11 “Rubicon Software” means Rubicon’s proprietary software programs used by Rubicon to provide the Subscribed Services (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights therein), as modified, enhanced or replaced by Rubicon from time to time. For the avoidance of doubt, Rubicon Software does not include Client Content.

1.12 “Statement of Work” means a document executed by both parties that describes the Professional Services to be performed by Rubicon pursuant to the Professional Services Terms (as defined in Section 2.6), including without limitation, the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference this Agreement and be sequentially numbered. Each Statement of Work with the Professional Services Terms, and any exhibits, change orders and amendments to such Statement of Work, is a separate and independent contractual obligation of Rubicon from any other Statement of Work.

1.13 “Subscribed Services” means Rubicon’s proprietary, web-based services set forth in an Order which are provided to Client on a subscription basis and enable use of the Rubicon Software through the System.

1.14 “System” means the Rubicon Software and the server grade computers and related networks maintained by or on behalf of Rubicon and its third-party providers to host the Rubicon Software and provide the Subscribed Services to Client, all as hereafter modified, enhanced or replaced by Rubicon.

1.15 “Third Party Offerings” means services delivered or performed by third parties independently of Rubicon related to the Subscribed Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Subscribed Services.

1.16 “Work Product” means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables or any portions of the foregoing that Rubicon creates, whether alone or jointly, while performing Professional Services or any other services hereunder. Work Product excludes: (a) the Subscribed Services; (b) the System; (c) any generic routines or code that have general application to the Rubicon Software or System; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

2. Services.

2.1 Subscribed Services. Subject to the terms and conditions set forth herein, including without limitation, Client’s payment of all applicable fees, Rubicon hereby agrees to provide the Subscribed Services, and in connection therewith, Rubicon hereby grants to Client during the term of the applicable Order a non-exclusive, non-transferable, non-sublicensable, limited right and license to (a) access and use of the Subscribed Services subject to the terms specified in the Statement of Work (the “SOW”) and as specified in the applicable Order, solely for Client’s internal use; (b) to transmit and receive Client Content to and from the System; and (c) use the Documentation in connection with such rights. The rights granted to Client pursuant to any Order shall terminate upon the termination or expiration of this Agreement or the applicable Order for any reason. All rights not expressly granted to Client are reserved by Rubicon and its licensors.

2.2 Limitations. Client shall not: (a) access or use any portion of the Subscribed Services or System except as expressly authorized pursuant to an Order; (b) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or System; (c) copy any ideas, features, functions or graphics of the Subscribed Services or System or modify or make derivative works based upon the Subscribed Services or System; (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services, System or Documentation; or (e) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau. Without limiting the foregoing, Client may not use the Subscribed Services or System to: (i) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Subscribed Services, System or the data contained therein; or (iii) attempt to gain unauthorized access to the Subscribed Services or System.

2.3 Support. Client will be responsible for providing first line maintenance and support to its authorized end users in connection with the Subscribed Services. Qualified employees of Client who have been trained on use of the Subscribed Services (the “Designated Employees”) to contact Rubicon with technical questions or issues with respect to the Subscribed Services and to report System outages or failures. Rubicon shall respond to the technical support questions from

the Designated Employees and commence the process of responding to System or Subscribed Services outages or failures in accordance with Rubicon's standard procedures. The Designated Employees shall assist Rubicon in resolving issues with the Subscribed Services and System as Client resources allow. Rubicon acknowledges that limited availability of Designated Employees does not, under any circumstance, waive Rubicon's obligations described in Addendum A. Rubicon is under no obligation to provide functional updates, enhancements or upgrades to the System or Subscribed Services by any time certain.

2.4 System Availability. Rubicon will use commercially reasonable efforts to enable and maintain access to the Subscribed Services. Updates to the System will be scheduled for evenings and/or weekends to minimize disruption. Client acknowledges and agrees that certain portions of the Subscribed Services, including without limitation, data storage, hosting, and System hardware management, may be provided by third party service providers. Rubicon will provide ongoing management of the System, located at the third-party provider's location, in accordance with Rubicon's agreement with the third-party provider(s), in order to maintain the best practical availability of the Subscribed Services. Rubicon may change its third-party data hosting provider to another hosting provider, in Rubicon's sole discretion, from time to time. Additional system availabilities can be found in Addendum A.

2.5 Browsers. Client acknowledges and agrees that the Subscribed Services will only be compatible with and support use with the most recently superseded version for one year from the date of the general release of the then-current version, of the following browsers: Edge, Firefox, Safari and Google Chrome.

2.6 Professional Services. If requested and as available, Rubicon will provide Client with Professional Services pursuant to mutually agreeable Statements of Work in accordance with the Professional Services Terms attached hereto as Exhibit A ("Professional Services Terms").

2.7 Provisioning of the Subscribed Services. Rubicon may update the functionality and user interface of the Subscribed Services from time to time in its sole discretion as part of its ongoing improvement of the Subscribed Services. Client agrees that its subscription to the Subscribed Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Rubicon regarding future functionality or features.

3. Client Obligations.

3.1 Resources. Except as expressly set forth herein, Client and its end users shall be solely responsible for providing all resources, equipment and software at its or their respective facilities which are necessary for them to access the System and/or receive the Subscribed Services. Client and its end users must provide all equipment and licenses necessary to access and use the Internet, and pay all fees associated with such access and use. To the extent Rubicon's provision of the Subscribed Services requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Client or its employees, agents, contractors, representatives or authorized users, Client will cause such employees, agents, contractors, representatives and authorized users to furnish such data, documents and information in a manner which permits Rubicon to perform the Subscribed Services as contemplated herein.

3.2 Third Party Coordination; Required Consents. To the extent the Subscribed Services require access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Content, Client shall be responsible for obtaining any required third party licenses or consents necessary for Rubicon to access and use such information, services, facilities, technology or systems.

3.3 Third-Party Web Sites, Products and Services. The Subscribed Services may rely on or require that Client access Third Party Offerings. If Client elects to use the Subscribed Services with Third Party Offerings, Client agrees that: (a) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings; and (b) Rubicon has the right to export and import Client Content to and from such Third-Party Offerings for purposes of delivering the Subscribed Services purchased by Client. Client's or its user's use of third-party websites must at all times comply with the terms of service governing such websites. Client understands and agrees that the availability of the Subscribed Services, or certain features and functions thereof, is dependent on the corresponding availability of Third-Party Offerings or specific features and functions of Third-Party Offerings. Rubicon will not be liable to Client or any third party in the event that changes in Third Party Offerings cause the unavailability of the Subscribed Services or any feature or function thereof. Rubicon may also refer Client to third party service providers that offer Third Party Offerings. Rubicon does not make any representations or warranties regarding any such Third Party Offerings, whether or not such Third Party Offerings or services are designated by Rubicon as "certified," "approved," "recommended" or otherwise, or the services are provided by a third party that is a member of a Rubicon partner program. To the extent that Rubicon requires that Client grant Rubicon authorizations, passwords

or other user credentials to a Third-Party Offering (“Rubicon Access Codes”) to retrieve Client Content or to enable interoperability with the Subscribed Services, Client shall promptly provide such Rubicon Access Codes.

3.4 Integrated Third-Party Software. Rubicon may integrate third-party computer software into the Subscribed Services. In such an event, Rubicon will obtain, at no additional charge to Client, all rights necessary for Client to use such third-party computer software with the Subscribed Services. All free software is distributed to Client WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A copy of the free software is included with the Subscribed Services. Rubicon disclaims on behalf of all individuals or entities that distributed such free software to Rubicon (the “Contributors”) all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Rubicon excludes on behalf of all such Contributors (i) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and (ii) any provisions which differ from this Agreement which are offered by any particular Contributor alone and not by any other party.

3.5 Compliance with Laws. Client will comply with all applicable laws, rules and regulations relating to Client’s or its authorized user’s receipt or use of the Subscribed Services. Without limiting the foregoing, Client will be solely responsible for determining the extent to which the design or provision of the Subscribed Services is subject to any privacy laws or regulations (“Privacy Laws”) or the oversight of any regulatory agency charged with the enforcement thereof (“Regulatory Oversight”). To the extent that the design and operation of the Subscribed Services is subject to any Privacy Laws or Regulatory Oversight, Client will specify any procedures to be taken by Rubicon during the customization and provision of the Subscribed Services to cause the Subscribed Services to be in compliance with such Privacy Laws and Regulatory Oversight. Client shall not export the Subscribed Services, System or Documentation in violation of U.S. Department of Commerce export administration regulations.

3.6 Activity. Rubicon will provide Client access to the Subscribed Services by issuance of a confidential site address and passwords to Client. Client is responsible for maintaining the confidentiality of such address and passwords and any activity that transpires through the use of such address and passwords. Client shall: (a) notify Rubicon immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Rubicon immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Client Content that is known or suspected by Client; and (c) not impersonate another Rubicon client or user or provide false identity information to gain access to or use of the Subscribed Services.

4. Prices; Ordering; Payment.

4.1 Invoicing and Payment. Except as otherwise specified in an Order or Statement of Work: (a) Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to an Order or Statement of Work in U.S. dollars to the address designated on the invoice within forty five (45) days following Rubicon’s invoice date; and (b) all payment obligations are non-cancellable, non-refundable and non-contingent. Client may not set-off any amounts owing to Client against any payments owing to Rubicon hereunder. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one and a half percent (1½%) per month commencing with the date payment was due. In addition, in the event Client fails to timely pay any fees or charges when due, Rubicon may, in its discretion, suspend or terminate any Subscribed Services or other services hereunder in accordance with Section 5.4.

4.2 Taxes and Duties. Excluding taxes based on Rubicon’s net income, Client is liable and responsible for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Client’s receipt or use of the Subscribed Services, whether or not Rubicon invoices Client for such taxes, duties or customs fees, unless Client timely provides Rubicon with a valid tax exemption or direct pay certificate showing Client is exempt from such payments. If Rubicon is required to pay any such taxes, duties or customs fees, Client shall reimburse Rubicon for such amounts in accordance with Section 4.1, and Client further agrees to indemnify, defend and hold harmless Rubicon for any such taxes, duties and customs fees and any related costs, interest and penalties paid or payable by Rubicon with respect thereto.

4.3 Audits. During the Term, upon thirty (30) days prior written notice to Client, Rubicon may audit Client’s use of the Subscribed Services to determine Client’s compliance with the terms and conditions of this Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to Client’s business.

5. **Term and Termination.**

5.1 **Term.** The term of this Agreement (“Term”) shall commence on the Effective Date and shall continue for a period of 24 months unless earlier terminated in accordance with the provisions hereof.

5.2 **Termination.** Either party may terminate this Agreement or the applicable Order or Statement of Work upon thirty (30) days written notice to the other party. In addition, Rubicon may terminate this Agreement immediately if Client files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Client’s assets or business.

5.3 **Suspension of Services.** In the event (a) Client fails to timely pay any fees when due; or (b) Rubicon believes, upon advice of counsel, that any element of the Subscribed Services, or Client’s receipt or use thereof, violates any applicable law, rule or regulation, Rubicon may in its sole discretion suspend or terminate any Subscribed Services and other services immediately without notice.

5.4 **Effect of Termination.** Upon termination of this Agreement or an Order or Statement of Work for any reason, all payment obligations shall become immediately due and owing and Client shall immediately cease using the applicable Subscribed Services and return all Documentation to Rubicon. Upon termination of this Agreement, Client shall also return to Rubicon or destroy all copies of Rubicon’s Trade Secrets and Confidential Information in every form. Upon request of Rubicon, Client agrees to certify in writing to Rubicon that it and each of its Affiliates have performed the foregoing obligations. Sections 1, 4, 5.5, 6.2, 6.3, and 7, 8, 10 and 11 shall survive any termination of this Agreement in accordance with their respective terms.

6. **Representations and Warranties.**

6.1 **Services Warranty.** Provided that Client notifies Rubicon of the non-conformance within the warranty period, and subject to the limitations set forth herein, Rubicon warrants that the Subscribed Services will be provided substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date such Subscribed Services are first provided. No specific result from the provision of Subscribed Services is assured or guaranteed. In the event of any breach of the foregoing warranty, Rubicon shall, at its option and as Client’s sole and exclusive remedy, (a) re-perform the Subscribed Services which were not performed as warranted at no additional charge; or (b) in the event Rubicon is unable to re-perform such Subscribed Services after exercising commercially reasonable efforts to do so, refund the fees paid to Rubicon for the Subscribed Services which were not performed as warranted. Notwithstanding the foregoing, Rubicon shall have no obligation to provide the warranty services described in this Section 6.1 if: (i) the performance failure is at least partially attributable to Client’s deviation from applicable operating instructions or failure to perform Client’s obligations set forth in this Agreement; or (ii) Client or any other person or entity (other than Rubicon) has modified the Subscribed Services.

6.2 **Client Acknowledgment.** Client acknowledges and agrees that it has made its own evaluation in deciding to subscribe for the Subscribed Services. The warranties provided in this Agreement extend solely to Client and to no other person or entity whatsoever. Without limiting the foregoing, Rubicon is not responsible for the results that may be obtained from use of the Subscribed Services.

6.3 **DISCLAIMERS.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, RUBICON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SUBSCRIBED SERVICES, THE SYSTEM OR ANY OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PROFESSIONAL SERVICES. RUBICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. RUBICON DOES NOT WARRANT THAT THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR ISSUES WITH THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES CAN OR WILL BE CORRECTED.

7. **Confidentiality.**

7.1 **Confidentiality.** Each party (the “Receiving Party”) acknowledges that it will have access to Confidential Information and Trade Secrets of the other party (the “Disclosing Party”). For purposes of this Agreement, “Trade Secrets” means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its

disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and “Confidential Information” means information, other than Trade Secrets, that is of value to Disclosing Party and is treated as confidential. Rubicon’s Trade Secrets and Confidential Information include, without limitation, the Subscribed Services, the System, the Documentation and object and source code for the Rubicon Software. The Receiving Party agrees to use the Trade Secrets and Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights under this Agreement. Except as required by law, the Receiving Party agrees to discuss the Trade Secrets and Confidential information of the Disclosing Party only with, and to transmit the Trade Secrets and Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Trade Secrets or Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in this Agreement. The parties acknowledge and agree that the terms of any previously executed confidentiality or nondisclosure agreements shall remain in effect with respect to the information exchanged thereunder.

7.2 Security Precautions. The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Trade Secrets and Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Trade Secrets and Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall not permit unauthorized access to the Trade Secrets or Confidential Information of the Disclosing Party.

7.3 Duration and Exceptions. With regard to Confidential Information, the obligations in this Section 7 shall continue for the Term and for a period of five (5) years thereafter. With regard to Trade Secrets, the obligations in this Section 7 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of five (5) years thereafter. The Receiving Party’s obligations with respect to Trade Secrets and Confidential Information of the Disclosing Party shall not apply to the extent such Trade Secrets or Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Trade Secrets or Confidential Information of the Disclosing Party; or (d) were received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Trade Secrets and Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

8. Intellectual Property Rights.

8.1 Rubicon’s Intellectual Property. Rubicon (or its licensors) retains title to the Subscribed Services, System, and Documentation, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Intellectual Property Rights therein. Except as specified herein, Client does not acquire any rights, express or implied, in the Subscribed Services, System or Documentation, and has no right to commercialize or transfer the Subscribed Services, System or Documentation, in whole or in part. No license, right or Intellectual Property Right in any Rubicon trademark, trade name or service mark is granted pursuant to this Agreement. Subject only to the following, title to all Work Product will at all times remain the sole and exclusive property of Rubicon or its licensors; provided that Rubicon shall not obtain any ownership rights in any Client Content provided by, or on behalf of, Client. Upon request, Client agrees to execute such documents as may be reasonably requested by Rubicon to secure Rubicon’s rights in and to the foregoing. Rubicon hereby grants Client during the term of the applicable Order a non-exclusive, royalty free (subject only to the fees provided for in a Statement of Work), limited right and license to copy, use, modify and sub-license all Work Product.

8.2 Client Content. Client shall own all Client Content. Client shall have sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all Client Content,.. Rubicon does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any Client Content, and Client shall hold Rubicon harmless from any and all third-party claims arising out of Client’s use or dissemination of any such Client Content. In the event this Agreement is terminated (other than by reason of Client’s breach), Rubicon will make available to Client a file of the Client Content in its possession, if any, within thirty (30) following Client’s request; provided such request is made within thirty (30) days following termination of the Agreement. Rubicon reserves the right to (a) withhold, remove and/or discard Client Content in its possession, if any, in the event Client breaches this Agreement, including, without limitation, non-payment of fees and charges; and (b) purge and delete Client Content, if any, in its possession if Client fails to request such Client Data within thirty (30) days following termination of this Agreement.

8.3 License to Client Content. Client hereby grants to Rubicon the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Client Content necessary or reasonably desirable to perform the Subscribed Services or

other services; (b) use, copy, manipulate and store any Client Content that will be archived, stored or otherwise transmitted in connection with the Subscribed Services or other services; and (c) to aggregate Client Content and data with content and data from other clients (“Data Aggregations”) for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Rubicon will redact Client Content in such a way as to not divulge Client’s Confidential Information or Trade Secrets. All Data Aggregations will be the sole and exclusive property of Rubicon.

9. Defense and Indemnification.

9.1 Limited Covenant to Defend. Rubicon will defend any third party claim brought against Client in the United States to the extent that the claim, if true, would constitute an infringement or misappropriation by the Subscribed Services of any valid and subsisting patent or copyright (a) recognized under the laws of the United States; and (b) of which Rubicon had actual knowledge; provided, however, that: (i) Client immediately advises Rubicon of the claim upon learning of the assertion of the claim; and (ii) Rubicon is given the sole right to control the defense and/or settlement of the claim, in litigation or otherwise.

9.2 Injunctions Obtained by Third Parties. If a third-party infringement claim, of which Rubicon is notified in accordance with Section 9.1 (or of which Rubicon is otherwise aware or believe is likely) results, or in Rubicon’s opinion is likely to result, in an injunction prohibiting Client from continued use of the Subscribed Services that is the subject matter of the claim, then Rubicon may, in its sole discretion and at its expense: (a) procure for Client the right to continue to use the Subscribed Services that are the subject matter of the claim; (b) replace or modify the Subscribed Services that are the subject matter of the claim to make them non-infringing, but, where reasonably possible, preserving the functionality of such Subscribed Services; or (c) if the foregoing remedies are not commercially practical, suspend or terminate access to the infringing Subscribed Services.

9.3 Exceptions to Duties to Defend and Indemnify. Notwithstanding any other provisions hereof, Rubicon shall have no obligation to indemnify or defend Client for any third party claim pursuant to this Section 9, nor be required to pay losses, damages or expenses under this Section 9, if Client agrees to settle any such claim without the prior written consent of Rubicon, or if the claim arises out of, in whole or in part: (a) a modification of the Subscribed Services by anyone other than Rubicon; (b) use of the Subscribed Services other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Subscribed Services without having implemented updates, the use of which would have cured the alleged infringement; (d) any third party software or service; (e) use of the Subscribed Services in combination with Third Party Offering or any other third party hardware, software, database or materials where, absent such combination, the Subscribed Services would not be infringing; or (f) Client’s negligence or willful misconduct.

9.4 Sole Obligation. This Section 9 states Rubicon’s sole obligation, and Client’s sole and exclusive remedy, with respect to infringement of proprietary and Intellectual Property Rights. Notwithstanding anything else in this Section 9, Rubicon’s aggregate liability for indemnification pursuant to this Section 9 shall not exceed the original subscription fees paid by Client to Rubicon for the infringing Subscribed Services.

10. Limitation on Liability.

10.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL RUBICON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF RUBICON HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10.2 LIMITATION OF LIABILITY. RUBICON TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT TO RUBICON DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO CLIENT’S FIRST CLAIM.

10.3 EXCEPTIONS. THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10.4 PROTOTYPE COMPONENT RIDER. CLIENT ACKNOWLEDGES AND AGREES THAT SOME PARTS OF THE SYSTEM IDENTIFIED BY RUBICON AND PROVIDED TO THE CLIENT HEREUNDER ARE PRELIMINARY, TEST VERSIONS (EACH BEING A “PROTOTYPE COMPONENT” AND COLLECTIVELY “PROTOTYPE COMPONENTS”). IF AND TO THE EXTENT ANY PROTOTYPE COMPONENTS ARE PROVIDED TO

CLIENT, ALL REPRESENTATIONS AND WARRANTIES, AND LIABILITIES REGARDING SUCH PROTOTYPE COMPONENTS, AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS REGARDING THE PROTOTYPE COMPONENTS, SHALL BE GOVERNED BY THE “PROTOTYPE COMPONENT RIDER” ATTACHED HERETO AND INCORPORATED BY REFERENCE AS ADDENDUM C. IN THE EVENT OF AN INCONSISTENCY BETWEEN THE PROTOTYPE COMPONENT RIDER AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE PROTOTYPE COMPONENT RIDER SHALL PREVAIL AND CONTROL.

11. Miscellaneous.

11.1 **Dispute Resolution; Governing Law.** The laws of the State of Florida shall govern this Agreement, without reference to conflicts of law rules or principles. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Client hereby consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about Tampa, Florida, USA. Client shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

11.2 **Force Majeure.** Neither party will be liable for any loss, damage or delay resulting from any event beyond such party’s reasonable control (a “Force Majeure Event”), and delivery and performance dates will be extended to the extent of any delays resulting from any such Force Majeure Event. Each party will promptly notify the other upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

11.3 **Assignment.** Neither party shall assign, transfer, or otherwise delegate any of its rights, duties, or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment (whether by operation of law or otherwise) shall be void; except that Rubicon may delegate any of its rights, duties, or obligations under this Agreement to one or more of its affiliates. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets or business (whether by sale, merger, operation of law or otherwise), so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement; provided, however, that any such assignment by Client shall be subject to any fee adjustments specified in an Order, or that may be necessary because of Client’s use of the subscribed Services beyond the licensing parameters specified in the applicable Order; and further provided that no such assignment may be to a competitor of Rubicon. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

11.4 **Independent Contractors.** Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

11.5 **No Waiver.** The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

11.6 **Severability.** In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

11.7 **Counterparts.** This Agreement may be executed in duplicate and either copy or both copies are considered originals.

11.8 **Notices.** All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) three (3) days after, when sent by certified or registered mail; or (c) the day after, when sent by next day express mail or courier, as follows: (i) if to Client, to it at: 300 Municipal Dr, Madeira Beach, FL 33708; (ii) if to Rubicon, to it at: Rubicon Global, LLC, 950 East Paces Ferry Road, Suite 1900, Atlanta, GA 30326. In addition, routine, non-contractual notices, consents and approvals (including support) given under this Agreement may be delivered in writing as provided above or through electronic mail or other electronic record addressed to the parties identified herein.

11.9 **Marketing.** Client agrees that Rubicon may reference Client’s execution of this Agreement and its status as a user of the Subscribed Services in marketing materials and in sales presentations. Rubicon may use Client’s Marks in connection with such usage.

11.10 Entire Agreement. This Agreement (including any Orders, Exhibits, Statements of Work and attachments, which are hereby incorporated herein by reference) constitute the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

11.11 Cooperative Purchasing. Rubicon and the Client agree that other government entities (including but not limited to municipalities, counties, states, public utilities, non-profit hospitals, educational institutes, special governmental agencies, and non-profit corporations) that allow cooperative purchasing may utilize the terms of this agreement to procure Rubicon's software and services.

11.12 Compliance with Public Records Law. Rubicon shall comply with Chapter 119, Florida Statutes. Specifically, Rubicon shall:

- a. **Keep and maintain public records required by the Client to perform the service.**
- b. **Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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 for the duration of this Agreement and following the completion of this Agreement if Rubicon does not transfer the records to Client.**
- d. **Upon completion of this Agreement, transfer, at no cost, to the Client, all public records in possession of Rubicon or keep and maintain public records required by Client to perform the service. If Rubicon transfers all public records to Client upon completion of this Agreement, Rubicon shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Rubicon keeps or maintains public records upon completion of this Agreement, Rubicon shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.**

IF RUBICON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RUBICON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT: Clara VanBlargan, City Clerk of the City of Madeira Beach, 727-391-9951, cvanblargan@madeirabeachfl.gov, 300 Municipal Drive, Madeira Beach, FL 33708.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software Services Agreement and to bind their respective party hereto.

RUBICON GLOBAL, LLC
a Delaware limited liability company

Authorized Signature

Printed Name and Title

CITY OF MADEIRA BEACH
a Florida municipal corporation

By: _____
Robin Gomez, City Manager

ATTEST:

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., Esquire,
City Attorney

EXHIBIT A

PROFESSIONAL SERVICE TERMS

These Professional Services Terms are hereby annexed to and made a part of the Master Software Services Agreement (the "Agreement") between Rubicon and Client. In the event any provisions of these Professional Services Terms contradict or are inconsistent with the provisions of the Agreement, the provisions these Professional Services Terms shall prevail and govern.

1. Services. Upon request by Client, Rubicon will provide consultants to perform implementation, consulting and training services to the extent such Professional Services are identified in any mutually agreed upon Statement of Work more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference the Agreement and be sequentially numbered. Any modifications to a Statement of Work shall be made by written change order, in Rubicon's standard form, executed by both parties to this Agreement (a "Change Order"). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Statement of Work to which it applies and shall become a part thereof.
2. Cooperation. All Professional Services will be coordinated with the designated Client Project Coordinator, as identified in each Statement of Work. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Rubicon to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Statement of Work. To the extent required or as specified in any Statement of Work or work plan, Client shall provide Rubicon with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Rubicon's performance hereunder is contingent on Client's timely and effective performance of Client's responsibilities and Client's timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any deliverables or Work Product or to the overall project, Client agrees to extend the time frame for delivery of the deliverable or project, as applicable, on a day for day basis and compensate Rubicon for any additional work required as a result of such delay.
3. Project Control. Rubicon shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Professional Services performed by it pursuant to a Statement of Work. Rubicon may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Rubicon personnel may perform similar services for third parties, this Agreement shall not prevent Rubicon from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.
4. Compensation. All Professional Services will be provided by Rubicon on a time, materials and expense basis at Rubicon's then current rates, unless otherwise agreed by the parties in a Statement of Work.
5. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Agreement and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no Statement of Work is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Rubicon for all Professional Services provided or performed prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.
6. Additional Services. Any services performed by Rubicon at the request of Client that are outside the scope of any Professional Services described in the applicable Statement of Work shall be governed by these terms and will be billed at Rubicon's then current rates.
7. Acceptance Criteria. Each deliverable provided to Client through Professional Services under this Agreement (collectively, the "Client Deliverables") will be deemed accepted by Client upon delivery, unless Client provides written notice of rejection to Rubicon within five (5) business days of such delivery (the "Acceptance Period") and such notice specifically identifies the manner in which the applicable Client Deliverables fail to materially comply with their applicable specifications. In the event Client rejects the applicable Client Deliverables within the Acceptance Period, Rubicon shall use commercially reasonable efforts to make such corrections to Client Deliverables, such that the Client Deliverables materially comply with the applicable specifications, and shall present the same to Client for acceptance pursuant to this paragraph. Any

use of Client Deliverables by Client following delivery, other than review and testing of such Client Deliverables to confirm compliance with the applicable specifications, shall constitute acceptance.

**ORDER NUMBER ONE TO THE
MASTER SOFTWARE SERVICES AGREEMENT**

This independent Order Number one (“Order”) to the Master Software Services Agreement is made as of _____ (“Order Effective Date”), by and between Rubicon Global, LLC (“Rubicon”) and the CITY OF MADEIRA BEACH, (“Client”). This Order is part of the Master Software Services Agreement between the parties dated _____ (“Agreement”). Capitalized terms used and not otherwise defined in this Order shall have the respective meanings set forth in the Agreement.

1. The Subscribed Services.

DESCRIPTION	COST
Year 1 Cost	\$ 17,225.25
Year 2 Cost	\$ 12,444.00
Total Cost (24-month contract)	\$ 29,669.25

The complete pricing proposal has been included in this package as Addendum B.

2. Other Charges. As may be agreed to by the parties in writing from time to time.

3. Payment Terms. The parties agree that the fees for the above services shall be a total of TWENTY-NINE THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS AND TWENTY-FIVE CENTS (\$29,669.25) payable as follows (“Fee”):

- a. US\$ 17,225.25 due upon execution of this Agreement.
- b. US\$ 12,444.00 due upon the first anniversary of this Agreement.

4. Separate Agreement. Rubicon may provide Professional Services regarding the Subscribed Services provided hereunder pursuant to a Statement of Work to the Professional Services Terms executed between the parties. Client understands and agrees that such Professional Services and associated Statements of Work that may be signed are separate and independent contractual obligations from any Order or amendment thereto relating to the access and use of the Subscribed Services. Client shall not withhold payments that are due and payable pursuant to this Order or any other Order(s) or amendment(s) thereto because of the status of Professional Services performed under any Statement of Work.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Order and to bind their respective party hereto.

ACCEPTED BY:

RUBICON GLOBAL, LLC

Authorized Signature

Printed Name and Title

CITY OF MADEIRA BEACH
a Florida municipal corporation

By: _____
Robin Gomez, City Manager

ATTEST:

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., Esquire,
City Attorney

ADDENDUM A

SERVICE AVAILABILITY

RUBICONSmartCity software is hosted externally using Amazon Web Services (AWS).

Below please find our standard Service Level Availability Policy (SLA):

Rubicon's Service Availability commitment for a given calendar month is **99.5%**. Service Availability is calculated per month as follows: $(\text{Total time} - \text{Unplanned Outage} - \text{Planned Maintenance}) / (\text{Total} - \text{Planned Maintenance}) \times 100$

- Definitions:
 - *Total time* is the total minutes in the month
 - *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
 - *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00am (Eastern) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.
- Service Response
 - Rubicon Production Support and Service Level Availability Policy (SLA)
 - Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two (2) seconds or less and not more than 10% in five (5) seconds or more.
 - Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
 - The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
- Disaster Recovery
 - Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.
 - Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
- Severity Level Determination Submittal
 - Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.^[1]_[SEP]
- Support Issue Production Levels - Response and Escalation

- Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
 - SEVERITY LEVEL 1
 - Definition: The Rubicon Service is unavailable for all users
 - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
 - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
 - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
 - SEVERITY LEVEL 2
 - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
 - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
 - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within four {4} hours.; Customer may request that Rubicon escalate the problem within the appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
 - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
 - SEVERITY LEVEL 3
 - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
 - Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.
 - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization.
 - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
 - SEVERITY LEVEL 4:
 - Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
 - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hour of receipt of case.

- Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: None.
- Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
- CUSTOMER CARE or OPERATIONS REQUEST (Severity Level 5):
 - Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity 5 should be used.
 - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
 - Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.
 - Escalation: None.
 - Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner.
- Rubicon Support Scope
 - Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.
- Rubicon Service Credit
 - In the event of a failure by Rubicon to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Rubicon shall provide service credits in accordance with the following:
 - a) First month in any rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service
 - b) Second month in any rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service
 - c) Third month in any rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service
 - d) Fourth month in any rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service
 - e) Fifth month in any rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service or within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
 - If more than one of the above (a through e) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

ADDENDUM B

PRICING PROPOSAL

RUBICONS^{SmartCity}[™] is a suite of technology products and services designed to help city governments run fleet operations faster, smarter, and more effectively. With our unique technology running in trucks, Rubicon can help the City of Maderia Beach, FL save money and provide more effective service.

RUBICONS^{SmartCity} uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Allow the customer to only procure as many subscriptions as needed, meaning the maximum number of drivers that will be in the field at one time.
- Reduce the costs for software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration, reducing issues that complicate software deployment.
- Reduce maintenance costs; Rubicon owns the environment and splits it among all customers that use that solution.
- Supplemental, standard or product releases will be provided to the City of Maderia Beach, FL at no additional cost.

RUBICONS^{SmartCity} pricing includes: a one-time professional service cost for implementation and a recurring annual cost for each software and hardware component included. The pricing below is based on the information provided by the City. We believe the amount of software and hardware is sufficient to meet the CITY goals; however, additional software or hardware can be provided for an additional cost.

This pricing proposal includes:

- Unlimited access to the Rubicon Manager Portal
- 4 Software Subscriptions (4 Vehicles)
- 5 Cameras
- Camera device management, associated data and cellular costs, device warranty (1 breakages annually) and all associated accessories
- One time installation costs for camera hardware
- One time implementation and training services provided by Rubicon's Training and Implementation Team
- Ongoing account management services
- 24x7 technical support through Rubicon's online help desk
- External hosting in a secure cloud environment

Yearly cost for City of Madeira Beach, FL**2-YEAR CONTRACT**

	Description	List Price	Discount (15%)	Customer Price
YEAR 1	One Time Professional Services & Recurring Hardware & Software	\$20,265.00	\$(3,039.75)	\$17,225.25
YEAR 2	Recurring Hardware & Software	\$14,640.00	\$(2,196.00)	\$12,444.00
	TOTAL	\$34,905.00	\$(5,235.75)	\$29,669.25

Payment Terms:

Payment is due on an annual basis. The first payment will be due at commencement of the contract and on the yearly anniversary thereafter. Pricing is not inclusive of applicable taxes.

Extensions:

The fees for any extensions or renewals beyond Year 3 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline (“CPI Baseline”) and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services (“CPI”) as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline is August, 2024.

Software Only Terms:

Bring Your Own Device provides the ability for the City/Hauler to procure its own phones or tablets and simply purchase the RUBICONSmartCity Driver Application which is available for download in the Apple App and Google Play Stores. Please note that in a BYOD scenario, the City is responsible for the management of its devices; all device maintenance, associated data charges, and applicable accessories.

Leased Camera {All In the One} Terms:

Rubicon’s camera can be mounted on the interior of the windshield (facing the road), in the hopper, on the side of the vehicle, or on the rear of the vehicle. Two cameras can run simultaneously per vehicle. In a leased scenario, Rubicon will provide the Rubicon camera(s) hardware, associated cords, accessories, and data costs. A City-owned Rubicon provided in cab interface must be utilized in any truck with a Rubicon camera to process data efficiently. Rubicon will provide (1) as necessary per annum.

Professional Service Terms:

Professional service one-time costs are based on the information provided to date on required services. If the proposed services require additional time to the estimated hours, Rubicon will invoice the overage at the stated hourly rate (\$250 p/hour).

Line-Item Add-Ons for Additional Technology:

Should the City wish to add additional technology, devices, or services during the course of the contract, the City may purchase these off of the list below. Rubicon can provide additional discounts off these list prices at its discretion.

Add-On Line-Item Pricing		
Software – Recurring	Unit	Monthly Price
RUBICONSmartCity Base	p/vehicle	\$30.00
RUBICONSmartCity Solid Waste	p/vehicle	\$160.00
RUBICONSmartCity Snow Removal	p/vehicle	\$120.00
RUBICONSmartCity Street Sweeping	p/vehicle	\$120.00
Hardware – Recurring	Unit	Monthly Price

Telematics Device	p/vehicle	\$30.00
In-Cab Interface (Phone)	p/vehicle	\$135.00
In-Cab Interface (Tablet)	p/vehicle	\$120.00
Camera	p/vehicle	\$100.00
Camera (Surfsight)	p/vehicle	\$150.00
Professional Services – Optional, One Time	Unit	One-Time Price
Telematics Installation	p/device	\$125.00
Camera Installation	p/device	\$375.00
Training / Implementation	p/hour	\$250.00
API Integration	p/hour	\$250.00
Fleet Optimization	p/hour	\$250.00

RUBICON – SOURCEWELL PRICING SUMMARY

Product	Type	Payment Types Available	Unit of Measurement	MSRP Pricing	Sourcewell Entry Pricing
Base	Software License	Recurring	Monthly p/ vehicle	\$ 66.00	\$ 30.00
Collections Operations	Software License	Recurring	Monthly p/ vehicle	\$ 328.00	\$ 160.00
Snow Operations	Software License	Recurring	Monthly p/ vehicle	\$ 312.00	\$ 120.00
Sweeper Operations	Software License	Recurring	Monthly p/ vehicle	\$ 312.00	\$ 120.00
Telematics	Hardware Add-On	Recurring	Monthly p/ device	\$ 36.00	\$ 30.00
Phone	Hardware Add-On	Recurring	Monthly p/ device	\$ 150.00	\$ 135.00
Tablet	Hardware Add-On	Recurring	Monthly p/ device	\$ 140.00	\$ 120.00
Camera	Hardware Add-On	Recurring	Monthly p/ device	\$ 180.00	\$ 150.00
Camera Connector	Hardware Add-On	Recurring	Monthly p/ device	\$ 42.00	\$ 35.00
Billing	Software Add-On	Recurring	Annual Cost (Unlimited Users)	\$ 200,000.00	\$ 150,000.00
FleetRoute	Software Add-On	Recurring	Monthly p/license	\$ 500.00	\$ 400.00
AI Model	Software Add-On	Recurring	Monthly p/license	\$ 300.00	\$ 125.00
Training & Implementation	Professional Service	One Time, Upfront	p/hour	\$ 275.00	\$ 250.00
Telematics Installation	Professional Service	One Time, Upfront	p/device	\$ 150.00	\$ 125.00
Camera Installation	Professional Service	One Time, Upfront	p/device	\$ 450.00	\$ 375.00
Fleet Optimization Consulting	Professional Service	One Time, Upfront	p/hour	\$ 300.00	\$ 250.00
Integration	Professional Service	One Time, Upfront	p/hour	\$ 600.00	\$ 500.00

Prepared For:	City of Madeira Beach	Prepared By:	Rubicon Global
	Megan Wepfer		Tanner Kruis
	mwepfer@madeirabeachfl.gov		Tanner.Kruis@rubicon.com
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RUBICONSmartCity™ is a suite of technology products and services designed to help the City of Madeira Beach run fleet operations faster, smarter, and more effectively. With our unique technology running in trucks, Rubicon can help the City of Madeira Beach save money and provide more effective service.

RUBICONSmartCity pricing includes: a one-time professional service cost for implementation and a recurring annual cost for each software component included. This proposal includes one pricing scenario for the City of Madeira Beach’s consideration. The pricing below is based on the information provided by the City of Madeira Beach. We believe the amount of software is sufficient to meet the City of Madeira Beach goals; however, additional software or hardware can be provided for an additional cost.

Proposal 1 – 2-year BYOD (Bring Your Own Device)

This pricing proposal includes:

- Unlimited access to the Rubicon Manager Portal
- 4 Base Software Subscriptions (4 Vehicles)
- 3 Solid Waste Subscriptions
- 1 Sweeping Operation Subscription
- Camera device management, associated data and cellular costs, device warranty (1 breakages annually) and all associated accessories
- One time installation costs for camera hardware
- One time implementation and training services provided by Rubicon’s Training & Implementation Team
- Ongoing account management services
- 24x7 technical support through Rubicon’s online help desk
- External hosting in a secure cloud environment

Yearly cost for The City of Madeira Beach

3-YEAR CONTRACT

	Description	List Price	Discount (15%)	Customer Price
YEAR 1	One Time Professional Services & Recurring Hardware & Software	\$20,265.00	\$(3,039.75)	\$17,225.25
YEAR 2	Recurring Hardware & Software	\$14,640.00	\$(2,196.00)	\$12,444.00
	TOTAL	\$34,905.00	\$(5,235.75)	\$29,669.25

Fleet Optimization

OPTIONAL PROFESSIONAL SERVICE

Rubicon’s fleet optimization professional service is a long-term solution that considers the City’s operational goals to create equitable and efficient routes. This service is a professional consultation process combined with our cutting-edge route sequencing algorithm specifically designed for complex, high-density routes. If interested in this service, Rubicon will conduct a scoping exercise to develop a more refined scope and associated quote.

	Description	List Price
Optional	One Time Professional Services - Fleet Optimization	\$250 p/hour

Line-Item Pricing:

Rubicon’s provides flexible pricing to meet each customer’s needs. The following provides a breakdown of Rubicon’s pricing SKUs included in this pricing proposal.

SKU	Description	Unit	Quantity	List Price
Implementation Support	Professional Service - One Time	Hours	15	\$3,750.00
Camera Installation	Professional Service - One Time	p/device	5	\$1,875.00
Base	Software - Recurring Monthly	p/vehicle	4	\$120.00
Solid Waste Operations	Software - Recurring Monthly	p/vehicle	3	\$480.00
Sweeper Operations	Software - Recurring Monthly	p/vehicle	1	\$120.00
Camera	Hardware - Recurring Monthly	p/vehicle	5	\$500.00

Payment Terms:

Payment is due on an annual basis. The first payment will be due at commencement of the contract and on the yearly anniversary thereafter. Pricing is not inclusive of applicable taxes.

Professional Service Terms:

The professional service quoted one-time cost is based on the information provided by the customer in relation to required services. If the proposed services require additional time to the estimated hours, Rubicon will invoice the overage at the stated hourly rate (\$250 p/hour).

Software-as-a-Service Pricing:

Rubicon uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Allow the customer to only procure as many subscriptions as needed, meaning the maximum number of drivers that will be in the field at one time.
- Reduce the costs for software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration, reducing issues that complicate software deployment.

- Reduce maintenance costs; Rubicon owns the environment and splits it among all customers that use that solution.
- Supplemental, standard or product releases will be provided to the City of Madeira Beach at no additional cost.

Extensions:

The fees for any extensions or renewals beyond Year 3 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline (“CPI Baseline”) and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services (“CPI”) as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline are August, 2024.