



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

**Wednesday, April 26, 2023 at 6:00 PM
Commission Chambers**

The Board of Commissioners of the City of Madeira Beach, Florida will meet in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below. Meetings 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. Please limit your comments to three (3) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.

4. DISCUSSION ITEMS

- A.** Board of Commissioners Policy Handbook
- B.** Special Magistrate Lien at 14033 E. Parsley Drive, Madeira Beach, Case No. 2021.1296 (Murray)
- C.** Emergency Operations Plan 2023 - 2025
- D.** Ordinance 2023-08, Purchasing Ordinance
- E.** Director of Finance/City Treasurer
- F.** RFP for City Attorney Professional Legal Services
- G.** RFQ Engineering Services
- H.** RFP - IT Services vs In House
- I.** Refuse Truck Modifications and Container Purchase

[J.](#) W&A Third Amendment for cleaning Services

K. Use of City-owned Fitness Facility Discussion

[L.](#) Community Rating System (CRS)

[M.](#) Ordinance 2023-09, Increase in Notice Requirement for Development Agreement Applications

[N.](#) Ordinance 2023-10, Amendment to Ch. 110 - Alcohol Beverage Permit Application Fee

[O.](#) Ordinance 2023-12, Amendment to LDR - Definition of Portable Sign

[P.](#) Ordinance 2023-13, LDC - Rental of Residential Amenities

[Q.](#) City Manager's Monthly Report - March 2023

5. 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 223 or fax a written request to 727-399-1131.



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Clara VanBlargan, City Clerk
DATE: March 29, 2023
RE: **Discussion – BOC Policy Handbook**

Background:

The item is presented for discussion and changes at the April 26, 2023 BOC Workshop. The city attorney will make the changes and prepare the document and resolution for adoption at the May 10, 2023 BOC Regular Meeting.

In accordance with the City Charter, Section 4.5, Rules of procedure; meetings, the Board of Commissioners must determine its own rules and order of business within 90 days following each election. Each commission member is asked to review the current BOC Policy Handbook, decide what changes you want made, and be prepared to discuss those changes at the BOC Workshop Meeting on April 26. The final document is scheduled for adoption by resolution at the BOC Regular Meeting on May 10.

Suppose the Board should change the meeting date for its regular and workshop meetings. In that case, the agenda packet publishing deadline will be changed to accommodate the new meeting date (publish at least 6 or 7 days before the scheduled meeting or sooner). The publishing deadline allows sufficient time for the Board of Commissioners to receive their agenda packet, review the packet materials, and to obtain additional information on the agenda items from the City Manager, City Clerk, City staff, or other entities, if necessary, to be more knowledgeable in preparation of the meeting and for voting purposes. In the past, the regular meeting was held at 6:00 p.m. on the second Tuesday of each month, and the workshop meeting was held at 2:00 p.m. on the fourth Tuesday of each month. More people seemed to attend a workshop meeting held earlier in the day. They were able to stay longer at the meeting to make comment on items important to them.

All changes to the BOC policy handbook are for the Board to make.

City Charter, Section 4.5 Rules of procedure; quorum; meetings.

- (A) *Meetings.* The Board of Commissioners shall meet regularly at such times and places as determined by the Board of Commissioners. The Board of Commissioners may schedule other regular meetings as it deems necessary in accordance with its established rules of procedure. Special meetings may be held at the call of the Mayor, by a majority of the Commission members, with no less than twenty-four (24) hours' notice in writing to each member and the public. Any such notice shall state the subject to be considered at the special meeting which shall be restricted to the items specified in the notice.
- (B) *Rules.* The Board of Commissioners shall determine its own rules and order of business, within 90 days following each election.
- (C) *Voting.* Unless otherwise expressly provided by this Charter, Ordinances, Resolutions, and other actions requiring a vote of the Board of Commissioners shall require three (3) affirmative votes for passage, and shall be by roll call vote upon request of any member of the Board of Commissioners. A super-majority vote of four members of the Board of Commissioners for any Planned Development Rezoning or Special Area Plan shall be required for approval. The City Clerk shall record all votes of all Commission members in the journal. A simple majority of the Board of Commissioners shall constitute a quorum, and a quorum shall be necessary to conduct the business of the Board of Commissioners.

(Ord. No. 1003, 12-9-03; Ord. No. 2018-09 , § 1, 8-20-2018; Ord. No. 2018-16 , § 1, 1-8-2019)

Attachment(s):

BOC Policy Handbook (Resolution 2022-05)

City Attorney Memorandum



BOARD OF COMMISSIONERS POLICY HANDBOOK

Resolution ~~2022-05~~ **2023-05**

INDEX

ARTICLE I

OFFICIAL COMMUNICATIONS AND REPRESENTATION OF THE CITY PROTOCOL

I.	OVERVIEW OF ROLES & RESPONSIBILITIES	1
1.	Mayor (City Charter, Section 4.3)	1
2.	Vice-Mayor (City Charter, Section 4.4)	1
3.	Board of Commissioners (City Charter, Article IV)	1
II.	GUIDELINES RELATED TO COMMISSION COMMUNICATIONS	2
1.	Ceremonial Events (City Charter, Section 4.3)	2
2.	Official Correspondence	2
3.	Public Communications	3
III.	COMMISSION CONDUCT WITH CITY STAFF	3
1.	Do not get involved in administrative functions (City Charter, Section 4.6. C.)	3
2.	Check with City staff on correspondence before taking action	4
3.	Do not attend meetings with City staff unless requested by a department director through the City Manager	4
4.	Limit requests for staff support	4
5.	Do not solicit political support from staff	5
IV.	COMMISSION CONDUCT WITH THE PUBLIC	5
1.	In Public Meetings	5
2.	In Unofficial Settings	7
3.	In Official Forms of Media	7

4. Monthly City Manager’s Report	7
5. Website.....	7
6. Government Access Channel or alternative measure	8
7. Video Live Streaming	8
V. COMMISSION CONDUCT WITH OTHER PUBLIC AGENCIES	8
1. Be clear about representing the City or personal interests	8
2. Correspondence shall be equally clear about representation.....	8
VI. COMMISSION CONDUCT WITH BOARDS AND COMMITTEES	9
1. If attending a Board or Committee meeting, be careful to avoid influencing the Board or Committee's consideration or prejudicing the Board of Commissioners eventual consideration	9
2. Limit contact with Board of Committee members to questions of Clarification.....	9
3. Be respectful of diverse opinions.....	10
4. Keep political support away from public forums	10
VII. BOARD MEMBERS ATTENDING MEETINGS OR SERVING AS MEMBERS OF ANOTHER PUBLIC BOARD	10
1. Board members attending meetings of another public board	10
2. Board members serving as members of another public board	11
VIII. COMMISSION CONTACT WITH THE MEDIA.....	11
1. Legal Issues... ..	11
2. Use a designated spokesperson for the City’s position on controversial issues.....	11
3. In the absence of designation, Board of Commissioners shall be clear for the record	12
4. Guidelines for Media Contacts	12
5. Guidelines for Email, Texts, and Social Media.....	12

ARTICLE II

RULES OF PROCEDURE FOR BOARD OF COMMISSIONER MEETINGS

I. POLICY	13
------------------------	-----------

1. General Rules.....	13
2. Types of Meetings [City Charter, Section 4.5 – Rules of procedure; quorum; meetings]	14
3. Presiding Officer and Duties.....	14
4. Order of Business for BOC Regular Meetings.....	15
5. Explanation of Order of Business for BOC Regular Meetings	16
6. Agenda Preparation	19

ARTICLE III

SUSPENSION AND AMENDMENT OF RULES

I. SUSPENSION AND AMENDMENT OF THESE RULES.....	20
1. Suspension of Rules	20
2. Amendment of Rules	20

ARTICLE I

OFFICIAL COMMUNICATIONS AND REPRESENTATION OF THE CITY PROTOCOL

The City Charter provides information on the roles and responsibilities of the Board of City Commissioners. In accordance with City Charter, Sec. 4.5 (B), the Board of Commissioners shall determine its own rules and order of business by resolution within 90 days following each election. Once adopted by resolution, the legislation must be adhered to until any modifications thereof are made. The Board of Commissioners hereby adopt these policy guidelines describing the protocol for various official communications and representations on behalf of the City of Madeira Beach.

I. OVERVIEW OF ROLES & RESPONSIBILITIES

The roles and responsibilities of elected officials can be found in the City Charter, City Code as well as established past practices.

CITY CHARTER DUTIES

1. Mayor (City Charter, Section 4.3)

- Presides at all meetings of the Board of Commissioners.
- Have a voice and vote in the proceedings of the Commission.
- Recognized as the official head of the City of Madeira Beach, Florida, government for all ceremonial purposes and may issue Proclamations and award the Key to the City.
- Official for service of process (receives lawsuits and other documents on behalf of the City of Madeira Beach).
- Official designated to represent the City of Madeira Beach, Florida, in all agreements with other entities or certifications to other government entities but shall have no administrative duties except as required to carry out the responsibilities herein.

2. Vice-Mayor (City Charter, Section 4.4)

- Appointed by the Board of Commissioners at the first regular or special meeting, which shall be held on or before the last day of the month in which the election was held to serve as Vice-Mayor for a one (1) year term.
- Act as Mayor during the absence or disability of the Mayor. Should the Vice-Mayor be required to act as Mayor for a period in excess of thirty (30) days, he/she shall receive the compensation of the Mayor retroactive to the date upon which he/she assumed the Mayoral duties.

3. Board of Commissioners (City Charter, Article IV)

All members of the Board of Commissioners have equal votes. No Commission member has more authority than any other Commission member. Each Commission member shall fully participate in the Board of Commissioners' meetings and may represent the City at ceremonial and/or formal functions at the request of the Mayor or District Commissioners.

II. GUIDELINES RELATED TO COMMISSION COMMUNICATIONS

1. Ceremonial Events

- Requests for City representative(s) at ceremonial events will be handled by the City Manager's Office. The Mayor serves as the designated City representative for ceremonial purposes. If the Mayor is unavailable to attend, the Vice-Mayor will be asked to represent the City, and if the Vice-Mayor is unavailable, another Commission member will be asked to represent the City. District Commissioners can also represent the City at ceremonial events if requested.
- Invitations received at City Hall by mail or email are presumed to be for official City representation. Invitations addressed to Commission members at their homes are presumed to be unofficial, personal invitations.
- All Commissioners are encouraged to show up and positively represent the City without violating the Sunshine Law.

2. Official Correspondence

- Each Commission member may prepare and send correspondence under their signature on City letterhead, but City letterhead shall not be used for personal or election or campaign correspondence. However, before sending correspondence, the Commission member shall check with the City Manager or the City Clerk to see if an official City response has already been sent or is in progress. A signed copy of the correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- No written commitment or position shall be made by any individual member of the Board of Commissioners on behalf of the City without first having obtained a majority direction from the Board of Commissioners. A copy of all correspondence shall be given to the City Clerk to be filed as part of the public record and may be placed on the City Website.
- All official and legal correspondence of the City, including contracts, agreements and ordinances, shall be signed by the Mayor or as otherwise provided within the correspondence. In the absence of the Mayor, the Vice-Mayor shall sign on behalf of the City. A copy of all official and legal correspondence of the City shall be given to the City Clerk to be filed as part of the public record.
- All correspondence received at City Hall for the Mayor and Commissioners is considered official mail, excluding anonymous mail, and shall be opened by the City Clerk. Originals shall be filed as part of the public record and a copy of the mail shall be placed in the mailbox of the Commission member to whom the mail was addressed to. Although, anonymous mail is considered a public record it is not considered official mail and will be treated accordingly depending on the nature of its contents.

3. Public Communications

- The Board of Commissioners will endeavor to inform and interact with the public in meaningful and respectful ways that convey accurate information, using the following guidelines:
- Commission members frequently are asked to explain an action made by the Board or to give their opinion about an issue as they meet and talk with constituents in the community. Commission members may give a brief overview of a decision made by the Board or City policy and to refer to City staff for further information.
- Commission members may not overtly or implicitly promise Board of Commissioners action, or to promise City staff will do something specific (i.e., fix a pothole, void a parking ticket, plant new flowers in the median, etc.). Commission members shall make no promises on behalf of the Board of Commissioners.
- Commission members may not make any personal comments, verbal or nonverbal, about other Commission members.
- Commission members may publicly disagree about an issue, but one should refrain from making derogatory and/or inflammatory comments, verbal or nonverbal, about other Commission members, based on their opinions, and actions.
- A Commission member may have the City Manager inform and interact with the public on their behalf.
- Commission members should not give any opinions on issues to be decided by the Board of Commissioners.

III. COMMISSION CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implements and administers the policies of the Board of Commissioners. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. Do not get involved in administrative functions. (City Charter, Section 4.6. C.)

- Board of Commissioners shall not interfere with Administration.

Language as written in City Charter, Section 4.6., B. “*Appointments and removals.*” Neither the Board of Commissioners nor any of its members shall in any manner dictate the *appointment or removal* of any City administrative officer or *employees whom the City Manager or any of his/her subordinates are empowered to appoint*, but the Board of Commissioners may express its views and fully and freely discuss with the Manager anything pertaining to appointment and removal of such officers and employees.”

Language as written in City Charter, Section 4.6., C. *“Interference with administration. Except for the purpose of inquiries and investigation, the Board of Commissioners or its members shall deal with the City officers and its employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Board of Commissioners or its members shall give orders to any such officers or employee, neither publicly nor privately, except as provided under the emergency powers section of this Charter. The Board of Commissioners or any of its committees or members, individually or collectively, shall not direct or request the appointment of any person or his/her removal from, office by the City Manager or any of his/her subordinates or in any manner, directly or indirectly, take part in the appointment or removal of any officers or employees or members of Boards in the Administrative Service of the City of Madeira Beach, Florida. The Board of Commissioners nor any member thereof shall give orders to any subordinate or Officer of said City, either publicly or privately, directly or indirectly.”*

- It is permissible for a Commission member to ask questions of or request information from a City officer or its employees for clarification of an item listed on the agenda in preparation of a meeting, as long as the request is through the City Manager.
- Language as written in City Charter, Section 4.9. Investigations. “The Board of Commissioners may make investigations into the affairs of the City by appointing a Charter Officer to investigate internal affairs of the City and report their findings to the Board of Commissioners.”

2. Check with City staff on correspondence before taking action.

Often, the City Manager or City Clerk will be aware of a response already provided on behalf of the City that can be useful to the Board of Commissioners in understanding the status of projects, complaints and other inquiries.

3. Do not attend meetings with City staff unless requested by a department director through the City Manager.

Even if a Commission member does not say anything, his/her presence implies support, shows partiality, intimidates staff, and hampers staff’s ability to do their job objectively.

4. Limit requests for staff support.

Routine secretarial support will be provided to the Board of Commissioners by the City Clerk’s Office. All mail for the Mayor and Commissioners is opened and a copy retained by the City Clerk. Mail addressed to the Mayor that may need immediate response or action may be reviewed first by the City Manager who may note suggested action and/or follow-up items. Depending on the nature of the contents of anonymous mail, the City Attorney will first review it.

Requests for staff support - even in high priority or emergency situations -- shall be made to the City Manager who is responsible for allocating City resources to maintain a professional, well-run City government.

5. Do not solicit political support from staff.

Board of Commissioners shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates and engage in other political activities, but all such activities shall be done away from the workplace. City staff in uniform shall not be asked to pose with candidates for office nor shall City equipment, letterhead, logos, paper, envelopes or other city materials be used in, or to create, political campaign advertisements.

IV. COMMISSION CONDUCT WITH THE PUBLIC

The Board of Commissioners are held to the highest standards of ethics and shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their official position or authority improperly or for personal gain.

1. In Public Meetings

- The Board of Commissioners will only use city issued electronic devices on the dais and/or in a public meeting and refrain from the use of personal electronic devices on the dais and/or in a public meeting, unless authorized by the Board of Commissioners.
- The Board of Commissioners shall make the public feel welcome, which is an important part of the democratic process. No signs of partiality, prejudice or disrespect shall be evident on the part of individual Commission members toward an individual participating in a public forum. Every effort shall be made to be fair and impartial in listening to public testimony. Commission members should be fair and impartial in listening to the public during public comment.
- The public will be given a reasonable opportunity to be heard on a proposition before a board or commission.

Section 286.0114(3), F.S., states that the public's "opportunity to be heard" does not apply to:

- 1) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
- 2) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- 3) A meeting that is exempt from s. 286.011; or
- 4) A meeting during which the board or commission is acting in a quasi-judicial capacity. See AGO 17-01 (s. 286.0114, F.S., does not require that members of the public be given a reasonable opportunity to be heard at quasi-judicial code enforcement hearings held by a special magistrate pursuant to authority delegated from the county code enforcement board).

The statute does not prohibit a board or commission from “maintaining orderly conduct or proper decorum in a public meeting.” Section 286.0114(2), F.S. In addition, the opportunity to be heard is “subject to rules or policies adopted by the board or commission” as provided in s. 286.0114(4), F.S. These rules or policies are limited to those that:

- 1) Provide guidelines regarding the amount of time an individual must address the board or commission;
 - 2) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;
 - 3) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or
 - 4) Designate a specified period of time for public comment.
- If a board or commission adopts such rules or policies and thereafter complies with them, it is deemed to be acting in compliance with the statute.
- 1) The Board of Commissioners adopted a “Pledge of Civility” and a “Mission and Vision Statement” in 2018 to maintain orderly conduct and proper decorum in the public meetings:

PLEDGE OF CIVILITY (Resolution 2018-10; 08/14/2018)

- We will always show respect to one another.
- We will direct all comments to the issue before us.
- We will refrain from personal attacks.

2) **MISSION AND VISION STATEMENT** (segments of Resolution 2018-08)

- **Public Trust** – We believe that honesty and integrity are the foundation of all constructive relationships and the basis of public trust. We will ensure that there is thorough ethical behavior and decision making.
- **Transparency** – We will protect and preserve open and honest governance to maintain the public’s trust and confidence.
- **Teamwork** – We are committed to working together, embracing diversity and inclusion to best serve one another and the public.
- **Accountability** – We define accountability as taking ownership and responsibility for the outcomes of our decisions, actions, and management of our resources.

- **Professionalism** – Professionalism is dedication to excellence through integrity, requiring careful analysis of issues, free of personal biases, with a commitment to the organization and the community.
- **Respect** – We value all viewpoints and opinions and treat each other with courtesy and respect.

2. In Unofficial Settings

Board of Commissioners are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as role models for the City. Honesty, integrity and respect for the dignity of each individual shall be reflected in every word and action taken by Commission members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Board of Commissioners shall keep in mind that to the public they are first and foremost an elected official and that distinction makes the City Commissioner different from other residents, electors or citizens. All Commission members shall guard against any actions or words that would give even the appearance of bullying or misuse of their position.

3. In Official Forms of Media

Communication through media is an integral part of any governmental agency. All forms of media (television, newsletter, web site, etc.) play an important role in getting messages out to our community. The Board of Commissioners recognize a responsibility to make available accurate information to the public in a timely manner; understanding that people form opinions about the City based on what they read, hear and see. The objective of the City's media communications is to ensure public opinions are formed upon the basis of accurate information. To that purpose, the Board of Commissioners has established multiple media for proactively communicating with the community. The Commission members may ask that the City Manager speak on their behalf.

4. Monthly City Manager's Report

The City Manager shall put out a monthly report for purpose of conveying City news, events and project status reports to the community. Monthly reports include more detailed information when necessary.

5. Website

The City maintains a website, www.madeirabeachfl.gov, for the benefit of residents and visitors. The website is intended to provide access to City contact information, services, requests for bids and proposals, general announcements and meeting notices, agendas and results as well as maps, among other features. The website also provides a means for the public to access published reports, such as the Certified Annual Financial Report (CAFR), the Annual Budget and the State of the City Address without coming to City Hall or paying for public records. These reports are generally too lengthy for publication in the monthly City Manager's Report or through the government access channel. While the information at the City's website can be accessed in "real time," it is maintained by City staff on a time available basis and updated as frequently as possible to remain current and accurate.

6. Government Access Channel or alternative measure

The City maintains a government access channel, currently Channel 640 – Madeira Beach TV (MB-TV) through the local cable television franchise provider for the benefit of residents and visitors. MB-TV is available within the corporate limits of Madeira Beach and is programmed from City Hall. The MB-TV channel is used to broadcast. This service provides residents and interested persons with a first-hand account of the City's conduct of business. The goal is to use Closed Captioning in order to comply with ADA Recommendations.

7. Video Live Streaming

The City video Live Streams its Board of Commissioners (BOC) meetings to allow for more transparency to its citizens. BOC meetings can be watched live through You Tube Streaming on the City's website or accessed anytime following the meeting. The State retention requirement for Live Streaming videos is two anniversary years after adoption of the official minutes or certification of transcript. Commission members shall make every effort to use the microphone when speaking so that their words can be heard on Live Streams and recordings.

Candidate Forums will be video live streamed on the government access channel even if it involves City personnel.

V. COMMISSION CONDUCT WITH OTHER PUBLIC AGENCIES

1. Be clear about representing the City or personal interests.

If a Commission member appears before another governmental agency or organization to give a statement on an issue, they shall clearly state:

- If his or her statement reflects personal opinion or is the official stance of the City taken by the Board of Commissioners at a noticed meeting;
- Whether this is unanimous or the majority or minority opinion of the Board of Commissioners;
- If a Commission member is representing the City in an official or liaison capacity, they should speak or state the official City position on an issue, not a personal viewpoint. If the Commission member is representing another organization whose position is different from the City, they shall state that during their comments. Commission members shall be clear about when they represent the City and when they are speaking in an individual or other capacity.

2. Correspondence shall be equally clear about representation.

City letterhead may be used when a Commission member is representing the City and the City's official position. A copy of official correspondence shall be given to the City Clerk to be filed in the Clerk's Office as part of the public record and placed on the website. It is best that City letterhead is not used for correspondence of City Commissioners representing a personal point of view, or a dissenting point of view from an official Board of

Commissioners position. City letterhead should only be used for official City business and shall not be used for personal correspondence or for any election or campaign correspondence. The City Clerk or the City Manager shall approve that letter to be sent out.

VI. COMMISSION CONDUCT WITH BOARDS AND COMMITTEES

The City has established various appointed Boards and Committees as a means of gathering recommendations after providing more public opportunities for more community input. Citizens who serve on Boards and Committees become more involved in government and serve as advisors to the Board of Commissioners. They are a valuable resource to the City's leadership and shall be treated with appreciation and respect.

1. If attending a Board or Committee meeting, be careful to avoid influencing the Board or Committee's consideration or prejudicing the Board of Commissioners eventual consideration.

- Commission members may attend any Board or Committee meeting, which are always open to any member of the public. However, they shall be sensitive to the way in which their presence may be viewed as unfairly affecting the process, especially if Commission members attend as a formal liaison on behalf of the Board of Commissioners. Commission members shall remember that attendance at a quasi-judicial hearing before a Board may place him/her in a position to be asked to disclose their attendance and any written or oral ex parte communications, or even recuse him/herself if there is evidence of prejudice or bias when the quasi-judicial matter is brought to the Board of Commissioners.
- Any public comments by a Commission member at an advisory Board or Committee meeting shall be clearly made as individual opinion and not a representation of the Board of Commissioners. The Board of Commissioners appoint Boards and Committees at large to provide independent recommendations to the Board of Commissioners and/or the City Manager. Commission members should be careful when suggesting a course of action or recommendation to an advisory Board or Committee because this could interfere with the independent judgment of the advisory Board or Committee contrary to the purpose and intent of the system.

2. Limit contact with Board and Committee members to questions of clarification.

- Remember that the Board of Commissioners appoint Boards and Committees to serve the community, not individual Commission members.
- It is prohibited for a Commission member to contact a Board or Committee member to lobby on behalf of an individual, business, or developer or to suggest or recommend an action be taken. Board and Committee members are appointed to take public comment and make independent recommendations to the Board of Commissioners and/or the City Manager, not vice versa (i.e., not to follow recommendations that may be desired by an individual Commission member). It is prohibited for advisory Board members and/or Committee members to contact Board of Commissioners to influence or to communicate a perspective counter to the official actions of the Board or Committee actions. All positions of an advisory Board or Committee shall be reduced

to a written recommendation that is voted upon and, if desired, the written recommendation(s) may contain majority, minority or individual comments or concerns.

- The Board of Commissioners appoint individuals to serve on Boards and Committees, and it is the responsibility of Boards and Committees to follow policy established by the Board of Commissioners. Board and Committee members do not report to individual Commission members, nor shall Commission members feel they have the power or right to threaten Board and Committee members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Committee shall be based on such criteria as expertise, ability to work with staff and the public and commitment to fulfilling official duties. A Board or Committee appointment shall not be used as a political "reward" for assistance in any campaign activities.

3. Be respectful of diverse opinions.

A primary role of Boards and Committees is to represent many points of view in the community and to provide the Board of Commissioners with advice based on a full spectrum of concerns and perspectives. Commission members may have a closer working relationship with some individuals serving on Boards and Committees but shall be fair, balanced and respectful of all citizens serving on Boards and Committees.

4. Keep political support away from public forums.

Board and Committee members may offer political support to a Commission member, but not in a public forum while conducting official duties. Conversely, Board of Commissioners may support Board and Committee members who are running for office, but not in an official forum in their capacity as a Commissioner.

VII. BOARD MEMBERS ATTENDING MEETINGS OR SERVING AS MEMBERS OF ANOTHER PUBLIC BOARD

1. Board members attending meetings of another public board.

2020 Government in the Sunshine Manual, Page 20 & 21:

“Several Attorney General Opinions have considered whether one or more members of a board may attend or participate in a meeting of another public board. For example, in AGO 99-55, the Attorney General’s Office said that a school board member could attend and participate in the meeting of an advisory committee appointed by the school board without prior notice of his or her attendance. However, the opinion cautioned that “if it is known that two or more members of the school board are planning to attend and participate, it would be advisable to note their attendance in the advisory committee meeting notice.”

“Moreover, while recognizing that commissioners may attend meetings of a second public board and comment on agenda items that may subsequently come before the commission for final action, the Attorney General Opinions have also advised that if more than one “commissioner is in attendance at such a meeting, no discussion or debate may take place among the commissioners on those issues.” AGO 00-68. *Accord* AGO 98-79 (city commissioner may attend a public community development board meeting held to consider a proposed city ordinance and express his or her views on the proposed ordinance even

though other city commissioners may be in attendance; however, the city commissioners in attendance may not engage in a discussion or debate among themselves because “the city commission’s discussions and deliberations on the proposed ordinance must occur at a duly noticed city commission meeting”). *See also* AGOs 05-59 and 77-138.”

2. Board members serving as members of another public board.

2020 Government in the Sunshine Manual, Page 21:

“Board members who also serve on a second public board may participate in the public meetings of the second board held in accordance with s. 286.011, F.S., and express their opinions without violating the Sunshine Law. AGO 07-13. In other words, “when two county commissioners are presently serving on [a regional planning] council this does not turn a meeting of the planning council into a county commission meeting, and the Sunshine Law does not require any additional or different notice of planning council meetings because of the presence of these county commission members.” *Id.* “Similarly, AGO 98-14 concluded that membership of three city council members on the metropolitan planning organization did not turn a council meeting into a metropolitan planning organization meeting that required separate notice. Because, however, the discussion of metropolitan planning organization matters was planned for the council meeting, the city council had properly included mention of such items in its notice of the council meeting.”

“Similarly, in AGO 91-95, the Attorney General’s Office concluded that a county commissioner may attend and participate in the discussion at a public meeting held by the governing board of a county board on which another commissioner serves. However, “in an effort to satisfy the spirit of the Sunshine Law,” the opinion also recommended that the published notice of the county board “include mention of the anticipated attendance and participation of county commission members in board proceedings.” *Id.*”

VIII. COMMISSION CONTACT WITH THE MEDIA

Board of Commissioners are frequently contacted by the media for background, quotes and interviews. Whenever possible, Commission members, as the City's policy makers, shall be the first contact with the media. The City Manager is also a frequent contact and shall manage the staff's contact and communications with the media. Following are the Board of Commissioners general policies for conduct with the media:

1. Legal Issues.

Media inquiries relating to any existing or potential liability or suit against the City shall immediately be referred to the City Attorney. In the absence of the City Attorney, the City Manager may respond or direct the media to special counsel contacts on legal issues. The City Attorney has sole discretion as to whether or not to comment, and the substance of any comments, on any legal issues or litigation in the press.

2. Use a designated spokesperson for the City’s position on controversial issues.

When sensitive or controversial issues arise, it is essential that a central focal point for information be established. The City Manager may be designated for such contact. The City can best ensure a clear and consistent message by limiting involvement to a designated or limited number of contacts.

3. In the absence of designation, Board of Commissioners shall be clear for the record.

If an individual Commission member is contacted by the media, they shall be clear about whether their comments represent the official City position or a personal viewpoint. Commission members are urged to avoid instigative or preemptive contact directly with the media or through others for purposes espousing a position contrary to that of the majority of the Board of Commissioners or in the absence of an official position by the City.

4. Guidelines for Media Contacts:

What to Say:

Make sure the information released is factual, accurate, timely and consistent. Strive to provide full and honest disclosure and stay within legal limits by not making any slanderous or libelous statements. Choose words carefully and cautiously to avoid being taken out of context.

5. Guidelines for Email, Texts, and Social Media:

All email, text messages, and social media postings (for example: twitter, Facebook, snapchat, Instagram, etc..) regarding any issue that may come before the Board of Commissioners is official business and a public record, must be retained, shall not be deleted and should be forwarded to your official City email address for record retention and search purposes. Appointed and elected City officials *shall not* make anonymous postings on any electronic media with regard to any issue that may come before the City as official business.

ARTICLE II.

RULES OF PROCEDURE FOR BOARD OF COMMISSIONER MEETINGS

Pursuant to the Madeira Beach City Charter, Section 4.5, the Board of Commissioners shall determine its own rules and order of business, by resolution, within 90 days in which the election is held.

I. POLICY

1. General Rules

- **Meetings to be Public.** All meetings of the Board of Commissioners shall be noticed and open to the public, except for such meetings as are exempt by general law. Any meeting of two or more Commission members, in which City business is discussed is prohibited without the appropriate notice as specified in Florida State Statues.
- **Quorum.** A simple majority of the members of the Board of Commissioners shall, free of voting conflict, constitute a quorum and be necessary to conduct business of the Board of Commissioners. If a quorum is not present, those in attendance will be named and they shall adjourn.
- **Minutes of Proceedings.** Meeting minutes of the Board of Commissioners shall be kept by the City Clerk, except for such meetings as are exempt by general law.
- **Voting.** As set forth in the Charter, ordinances, resolutions and other action requiring a vote of the Board of Commissioners shall require three (3) affirmative votes for passage and shall be by roll call vote upon request of any member of the Board of Commissioners. A super-majority vote of four members of the Board of Commissioners for any Planned Development Rezoning or Special Area Plan shall be required for approval. The City Clerk shall record the vote of all Commission members.

In the event one or more members are absent and any motion for a final decision fails to achieve the affirmative vote of three (3) Commission members, and no further action by the Board of Commissioners to achieve three (3) affirmative votes can be obtained, then such ordinance, resolution or other action shall be automatically continued to the next regularly scheduled meeting or a special meeting scheduled for that purpose. No ordinance, resolution or other action shall be automatically continued more than once and if upon one continuance it does not obtain three (3) affirmative votes the matter shall fail.

- **City Manager.** The City Manager is expected to attend the meetings of the Board of Commissioners and shall have the right to take part in all discussions.
- **City Attorney.** The City Attorney or their designated substitute counsel is expected to attend the meetings of the Board of Commissioners and provide guidance and opinions on questions of law. Under Staff Reports on each BOC regular meeting agenda, the City Attorney shall provide a monthly staff report to the Board regarding the status of any ongoing litigation.

- **City Clerk.** The City Clerk or their designee shall attend the meetings of Board of Commissioners and record all votes and keep the official minutes of the proceedings.
- **Administrative Staff.** The Administrative staff shall attend meetings and workshops when required.
- **Rules of Order.** The current addition of Robert's Rules of Order shall be the rules of order; in addition to the rules of procedure stated in this policy handbook.

2. Types of Meetings [City Charter, Section 4.5 – Rules of procedure; quorum; meetings]

- **Regular Meetings.** The Board of Commissioners shall meet in the Commission Chambers or another designated place within the City boundaries, for regular meetings. Regular Meetings shall commence at 6:00 p.m. or as amended from time to time, on the second Wednesday of each month, or as otherwise determined by the City Manager if the regular meeting falls on a Holiday, City Election or other event that warrants rescheduling the meeting. The Board of Commissioners may schedule other regular meetings as it deems necessary in accordance with its established rules of procedure to address items that require official action before the next regularly scheduled meeting. The Board of Commissioners and/or City Manager shall determine date and time of meeting.
- **Special Meetings.** Special meetings may be called by the Mayor by a majority of the Commission with appropriate notice with no less than twenty-four (24) hours' notice in writing to each member and the public (language stated in City Charter). Special meetings may also be called and noticed in a manner similar to regular meetings for special or specific purposes where formal action of the Board of Commissioners may be necessary or desirable. Special meeting notices shall encompass a minimum of one non-holiday weekday.
- **Workshop Meetings.** The Board of Commissioners may meet in the Commission Chambers for Workshop meetings. Workshop meetings shall commence at 6:00 p.m. on the fourth Wednesday of each month, or as otherwise determined by the City Manager and/ or the Board of Commissioners. Workshop meetings are informal legislative sessions, but to allow the Board of Commissioners to informally discuss topics and gain a better understanding of topics prior to formal consideration. To allow some understanding of the status of discussion of items, a verbal consensus may be ascertained to determine an appropriate next step, but such consensus is *not binding* on the Board of Commissioners.

3. Presiding Officer and Duties

- **Presiding Officer.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.
- **Parliamentarian.** The City Attorney shall act as the parliamentarian to the Board of Commissioners by advising the Mayor regarding matters of procedure. The Board could choose one of its members who is knowledgeable about the procedures to act as

the parliamentarian. Each Commission member must understand the parliamentary procedures, or it will be impossible to conduct its meeting properly.

- **Preservation of Order.** The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members' or motives, and confine members in debate to the question under discussion.
- **Point of Order.** The Presiding Officer shall determine point of order. Point of order shall not be entertained from the audience.
- **Recognition of Speakers.** The Presiding Officer shall recognize speakers from the public in keeping with the procedures established herein but shall do so in a way that remains constructive without being repetitive. In instances where large contingencies are represented, the Presiding Officer may ask for a limited number of representatives to represent the overall sentiments of the group. However, in no instance shall anyone be precluded from addressing the Board of Commissioners.
- **Recognition of Commission Members wishing to Speak.** The Presiding Officer shall allow an opportunity for Board of Commissioners to comment on items but shall not solicit comment from each member on every item but shall recognize those Commission members wishing to speak.

4. Order of Business for BOC Regular Meetings

- **Order of Business.** The general rule as to the order of business in Board of Commissioners (BOC) regular meetings, with the exception of the Agenda Setting Meeting, shall be as follows:
 1. Call to Order
 2. Invocation and Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Proclamations/Presentations
 - 5.1. Proclamations
 - 5.2. Presentations
 6. Public Comment
 7. Consent Agenda
 8. Public Hearings
 9. Unfinished Business
 10. Contracts/Agreements
 11. New Business
 12. Staff Reports
 13. Agenda Setting Meeting
 14. Reports/Correspondence
 - A. City Commission
 - B. City Attorney
 - C. City Manager
 - D. City Clerk
 15. Adjournment

- **Order of Business for the Regular or Special Meeting following the Election.** When newly elected officials are sworn into office, the meeting agenda may be formatted differently to allow for the ceremonial portion of the meeting to take place before any official business listed on the agenda.

5. Explanation of Order of Business for Regular Meetings

- **Agenda.** The order of business of each meeting shall be as contained in the Agenda. The Agenda is a listing by order of business of topics to be considered by the Board of Commissioners. Additional guidance is provided below as to the purpose of the agenda sections.

1. **Call to Order.** The Mayor shall preside at all meetings of the Board of Commissioners. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk for appointing a temporary presiding officer.

2. **Invocation and Pledge of Allegiance.**

3. **Roll Call** – The City Clerk calls the roll.

4. **Approval of the Agenda** – Approval of the Agenda consists of all items listed on the meeting agenda.

5. **Proclamations/Presentations.**

5.1. Proclamations. This section is provided for presentation of Proclamations to be read in full and presented by the Mayor, City Clerk or City Manager. The intent is to list and read only those proclamations that will be formally presented and received by a representative of the requesting agency or organization at the Board of Commissioners Meeting. Otherwise, proclamations may be issued at the Mayor's discretion and forwarded through the City Clerk's Office.

5.2. Presentations. This section is provided for any additional presentations held during City meetings. Presentations can be added during Agenda Setting Meetings and can be requested by the Board as a consensus or requested by an individual Commission member. The City Manager also has the authority to add a presentation to the agenda under his own discretion. Speaker's presentation shall be limited to 10 minutes.

6. **Public Comment.** This section is reserved for public participation on matters of concern pertaining to City business; and which are not on the agenda. Public comment is made in person and not represented by emails, tweets, or other types of information, unless there is a declared State of Local Emergency requiring virtual meetings of the Board of Commissioners. Public Comment is subject to the following protocol.

Manner of Addressing the Board of Commissioners. Each person addressing the Board of Commissioners shall step up to the microphone, give his or her name and address and the organization or group they represent, if

any, in an audible tone of voice for the record and shall limit their address to three (3) minutes unless extended by the Mayor, more time may be granted to applicants and affected persons with legal standing in quasi-judicial hearings. Yielding of time for an additional three-minute period is allowed. If no time is yielded, the person speaking can ask for additional time to speak. If the additional time is appropriate, the Presiding Officer can offer the Commissioners the opportunity to consent to an extension.

Comment Cards. Comments cards may be completed by individuals from the audience, whether it is a public forum question or an agenda item. The comment cards shall be available at the back table in the Commission Chambers, and the individual shall write their name, address, and a brief comment about what it is that they would like to talk about. The City Clerk shall keep the cards and will identify the individual to come forward and speak. It is not mandatory that a speaker complete a comment card.

Reading of Protests. Interested persons, or their authorized representatives, may address the Board of Commissioners for the reading of protests, petitions, or communications relating to any matter over which the Board of Commissioners has jurisdiction.

7. **Consent Agenda.** The Consent Agenda shall be used to handle routine matters on the agenda expeditiously. Examples of Consent Agenda items are minutes, waivers for special events, bid or purchase awards for equipment, goods or services already approved within the budget, invoices, and budget transfers. There is no separate discussion of these items unless a Commission member requests an item be removed for consideration in its normal sequence on the agenda. Members of the public do not have discretion to remove items from the Consent Agenda, yet the Mayor, as Presiding Officer, may acknowledge any such request and remove an item on their behalf. The approval of the Consent Agenda shall be handled in one motion, i.e. "I move that the Consent Agenda, (items "x" through "z") be approved; or if items are to be removed, a typical motion might be, "I move that we approve Consent Agenda items "x" through "z" with the exception of item "y" for discussion."
8. **Public Hearings.** The section is for items requiring a public hearing required by law. Certain public hearings are quasi-judicial in nature. A quasi-judicial proceeding requires the Board of Commissioners to act in a quasi-judicial, rather than legislative, capacity. At a quasi-judicial hearing, it is not the Board's function to make law but rather to apply law that has already been established. In a quasi-judicial hearing the Board is required by law to make findings of fact based upon the evidence presented at the hearing and apply those findings of fact to previously established criteria contained in the code of ordinances in order to make a legal decision regarding the application before it. The Board may only consider evidence at this hearing that the law considers competent, substantial and relevant to the issues. If the competent, substantial and relevant evidence at the hearing demonstrates that the applicant has met the criteria established in the code of ordinances, then the Board must find in favor of the applicant. By the same token, if the competent, substantial and

relevant evidence at the hearing demonstrates that the applicant has failed to meet the criteria established in the code of ordinances then the Board is required by law to find against the applicant. The established procedure which will be followed by the Board is set forth in Chapter 2, Article I, Division 2 of the Code of Ordinances.

- 9. Unfinished Business.** The section is provided to allow completion of matters already under discussion by the Board of Commissioners from a previous meeting, excluding public hearings required by Law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of unfinished business. Citizen input shall be limited to three (3) minutes.
- 10. Contracts/Agreements.** This section is provided to allow more careful consideration of complex contracts and agreements that require individual approval. Citizen input may be heard once a motion is made by the Board of Commissioners on items of contract/agreements and shall be limited to three (3) minutes.
- 11. New Business.** This section contains all remaining agenda items for consideration by the Board of Commissioners, excluding public hearings, as required by law. Citizen input may be heard once a motion is made by the Board of Commissioners on items of new business. Citizen input shall be limited to three (3) minutes.
- 12. Staff Reports.** Non-workshop items. This section is set aside for staff reports regarding items such as monthly financial reports, special event updates, project updates, governmental and non-governmental project updates, litigation status report; and other updates on matters that do not get workshopped. Each staff report is limited to five (5) minutes.
- 13. Agenda Setting Meeting.** This section is for the purpose of setting the Workshop Agenda for the Workshop to be held on the fourth Wednesday of the month. Items to be added to the agenda may be requested by the Board of Commissioners, City Manager, and City staff. Not all items need to be workshopped. The City Manager shall determine the form and manner of how the item will be addressed. The City Manager will read back the requested items to be workshopped for clarification purposes if necessary.
- 14. Reports/Correspondence.** This section is set aside for standing reports from Commission members to provide a status report based upon their attendance or representation of the City at various governmental boards and agencies. This section is limited to three (3) minutes.

The Reports section also provides for the City Manager, City Attorney, and City Clerk to make announcements and report on current topics. This section is limited to three (3) minutes.

Outstanding Lien Settlements. This section will also allow for any updates on Outstanding Lien Settlements for liens over \$5,000.00. If the City Attorney

is approached by a property owner to settle an outstanding lien, the Commission must be able to review the details of a case at a Workshop followed by final approval or rejection of the proposed settlement during a Regular BOC Meeting. This section is limited to three (3) minutes.

6. Agenda Preparation

- **Notice.** The final agenda for regular, special, and workshop meetings shall serve as the public notice for each respective meeting. Agendas and public notices shall be posted at City Hall, Gulf Beaches Public Library, if possible, and the City's website by no later than 3:00 p.m. on the Thursday prior to the meeting.
- **Packets.** Agenda packets shall be published by the Office of the City Manager or City Clerk when needed, following approval of the agenda and packet materials by the City Manager's Office, and copies placed in the Commission boxes by Wednesday afternoon, and if necessary to allow for any emergency items to be included in packet, no later than 12:00 p.m. (noon) on the Thursday, the week before the scheduled meeting. All agenda items to be included in the agenda packet must be submitted no later than 3:00 p.m., on the Monday of the same week the agenda packet is to be distributed. The City Manager shall place all agenda items received past the deadline on a future agenda. The distribution deadline allows sufficient time for the Board of Commissioners to receive their agenda packet, review the packet materials, and to obtain additional information on the agenda items from the City Manager, City staff, or other entities, if necessary, to be more knowledgeable in preparation of the meeting and for voting purposes. For workshop meetings and regular meetings that are not held on a regularly scheduled meeting date, a similar lead time schedule for agenda and packet materials shall be followed, unless otherwise determined by the City Clerk.

ARTICLE III

SUSPENSION AND AMENDMENT OF RULES

I. SUSPENSION AND AMENDMENT OF THESE RULES

1. **Suspension of Rules.** Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Board of Commissioners.
2. **Amendment of Rules** This policy shall be reviewed annually and adopted by resolution within 90 days following each election. The policy may be amended, or new provisions made by a majority vote of all members of the Commission. Each year following the regular election, any modifications previously made by motion will be formalized in the resolution, City Charter, Section 4.5 (B).

Distribution of Individual Commissioner Materials in Advance of Meetings

This memorandum is to address a complex issue of Sunshine Law - Commissioner distribution of materials prior to BOC Meetings and Workshops that should be handled carefully to avoid inadvertent Sunshine Law violations by Commissioners.

The safest way is to send the materials to the City Clerk who can then distribute materials at the noticed public meeting or agenda packets prepared in advance of noticed meetings that comply with Florida's Sunshine Law.

A response to a memorandum sent by any Commissioner could result in a sunshine law violation by both the commissioner who is the sender of the original memo and the commissioner who sends a response to the memo.

A number of previous AGO opinions are summarized in the Fla Sunshine Law Manual 2019 p. 22-25¹ provide direction on how materials can be distributed.

Please keep in mind the following with regard to Sunshine Law on the distribution of materials:

1. E-mail, text messages, and other written communications between board members are prohibited by Florida's Sunshine Law.

The Sunshine Law requires boards to meet in public; boards may not take action on or engage in private discussions of board business via written correspondence, e-mails, text messages, or other electronic communications. City commissioners may not use an electronic newsletter to communicate among themselves on issues that foreseeably may come before the commission. Inf. Op. to Syrkus, October 31, 2000. And see AGO 09-19 (members of a city board or commission may not engage on the city's Facebook page in an exchange or discussion of matters that foreseeably will come before the board or commission for official action); and Inf. Op. to Martelli, July 20, 2009 (authority should discuss business at publicly noticed meetings "rather than in a series of letters between authority members"). The members of an advisory committee created to make recommendations to the superintendent on school attendance boundaries violated the Sunshine Law when they exchanged private electronic communications (emails and Facebook messages) relating to committee business. Linares v. District School Board of Pasco County, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018). See also AGO 89-39 (members of a public board may not use computers to conduct private discussions among themselves about board business).

2. Distribution of a memorandum to solicit comments from other board members or the circulation of responsive memoranda by other board members would violate the Sunshine Law, in AGO 96-35

The Attorney General's Office stated that while it is not a "direct violation" of the Sunshine Law for members to circulate their own written position papers on the same subject as long as the board members avoid any discussion or debate among themselves except at an open public meeting, this practice is "**strongly discourage[d]**." AGO 07-35. "Such action would be

¹ <http://myfloridalegal.com/pages.nsf/Main/dd177569f8fb0f1a85256cc6007b70ad>

equivalent to private meetings discussing the public business through the use of memoranda without allowing an opportunity for public input.” AGO 96-35. City council’s discussions and deliberations on matters coming before the council must occur at a duly noticed city council meeting and the circulation of position statements must not be used to circumvent the requirements of the statute AGO 01-21; AGO 08-07 (city commissioner may post comment regarding city business on blog or message board; however, any subsequent postings by other commissioners on the subject of the initial posting could be construed as a response in violation of the Sunshine Law); and Inf. Op. to Jove, January 22, 2009 (posting of anticipated vote on blog).

3. **A commissioner may send a written report to other commissioners on a subject that will be discussed at a public meeting without violating the Sunshine Law, if prior to the meeting, there is no interaction related to the report among the commissioners.**

Further, the report must be maintained as a public record, should not being used as a substitute for action or discussion at a public meeting.

AGO 89-23. And see AGO 01-20 (e-mail communication of information from one council member to another is a public record but does not constitute a meeting subject to the Sunshine Law when it does not result in the exchange of council members’ comments or responses on subjects involving foreseeable action by the council). Cf. Inf. Op. to Kessler, November 14, 2007 (procedural rule requiring county commissioner to make a written request to commission chair to withdraw an item from the consent agenda does not violate the Sunshine Law). If, on the other hand, the report is circulated among board members for comments with such comments being provided to other members, there is interaction among the board members which is subject to s. 286.011, F.S. AGO 90-03.

4. **A procedure whereby a board takes official action by circulating a memorandum for each board member to rank or short-list selections violates the Sunshine Law.**

Inf. Op. to Blair, May 29, 1973. And see *Leach-Wells v. City of Bradenton*, 734 So. 2d 1168, 1171 (Fla. 2d DCA 1999) (selection committee created by city council to evaluate proposals violated the Sunshine Law when the city clerk ranked the proposals based on the committee members’ individual written evaluations; the court held that “the **short-listing was formal action that was required to be taken at a public meeting**”); *Schweickert v. Citrus County Port Authority*, No. 12-CA-1339 (Fla. 5th Cir. Ct. September 30, 2013) (ad hoc committee appointed by board violated the Sunshine Law when the members submitted individual written evaluations of the proposals to the staff, which then compiled the scores and ranked the proposals for submission to the board; the committee should have ranked the proposals at a public meeting); and AGO 93-90 (board not authorized to use employee evaluation procedure whereby individual board members send their individual written comments to the board chair for compilation and subsequent private discussion with the employee). Compare *Carlson v. Department of Revenue*, 227 So. 3d 1261 (Fla. 1st DCA 2017) (state agency “evaluation team” members who individually evaluated competing proposals, individually assigned scores, and individually submitted their scores for consideration by others, did not take “formal action” and thus were not obligated to conduct a meeting subject to the Sunshine Law).



THOMAS J. TRASK, B.C.S.*
 JAY DAIGNEAULT, B.C.S.*
 ERICA F. AUGELLO, B.C.S.*
 RANDY D. MORA, B.C.S.*
 ROBERT ESCHENFELDER, B.C.S.*
 NANCY S. MEYER, B.C.S.*
 JEREMY SIMON
 MEGAN R. HAMISEVICZ


** Board Certified by the Florida Bar in
 City, County and Local Government Law*

MEMORANDUM

DATE: March 28, 2023

TO: Mayor James "Jim" Rostek
 Commissioner David Tagliarini
 Commissioner Ray Kerr
 Commissioner Eddie McGeehen
 Commissioner Ann-Marie Brooks

CC: Robin Gomez, City Manager

FROM: Thomas J. Trask, City Attorney 

RE: Special Magistrate Lien at 14033 E. Parsley Drive, Madeira Beach
 Case No. 2021.1296 (Murray)

The purpose of this memorandum is to obtain your authorization to accept a \$5,000.00 settlement offer from Rebecca "Becky" Giles, the Closing Manager for Title Mark, on behalf of Brian Murray, the current owner and seller of the subject property, in exchange for a Release of the Special Magistrate Lien.

BACKGROUND

On October 28, 2022, the Special Magistrate found the subject property in violation of Section 14-70 (General Maintenance) of the city code and an Order Imposing Fine was executed by the Special Magistrate which imposed a fine in the amount of \$250.00 per day (plus interest) for this lien against the owner. The property was thereafter brought into compliance, by demolition, on March 5, 2023. Recently Ms. Giles contacted me by e-mail and made a settlement offer on the seller's behalf in the amount of \$5,000.00 in exchange for a release of the Special Magistrate lien. The violation resulted in fines of \$25,500.00 plus interest and recording costs for a total amount due the City, as of March 31, 2023, in the amount of \$25,641.77.

RECOMMENDATION

Based upon the facts of this case and to avoid incurring additional attorney's fees, it is my recommendation that the Board of Commissioners accept this settlement offer of \$5,000.00 in exchange for a Release of the Special Magistrate lien.

Respectfully submitted.

TJT/kt

Attachments: Special Magistrate Lien
Payoff
Settlement Offer

cc: Clara VanBlargan, City Clerk
Holden Pinkard, Building Operations Coordinator
Frank DeSantis, Building Official

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF MADEIRA BEACH

CITY OF MADEIRA BEACH,

CASE NUMBER: 2020.1296

Petitioner,

vs.

BRIAN MURRAY,
14033 E. Parsley Dr.
Madeira Beach, FL 33708,

Respondent.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER IMPOSING FINE

THIS CAUSE came on to be heard for public hearing before the undersigned Special Magistrate on October 24, 2022, after due notice to the Respondent, and the Special Magistrate having heard testimony under oath, received evidence, and otherwise being fully advised in the premises, hereby finds as follows:

Findings of Fact:

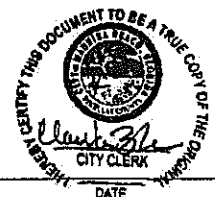
1. The City was represented by the City Attorney, and Holden Pinkard, Frank Desantis and Jenny Rowan provided testimony on behalf of the City.
2. Lori Souza appeared on behalf of the Respondent.
3. No one provided public comment.
4. The property in question is located at 14033 E. Parsley Dr., Madeira Beach, Florida 33708 ("Property"). The legal description for the Property is as follows:

BAY POINT ESTATES BLK 1, LOT 3

5. Proper notice was served upon the Respondent via certified mail, regular mail, posting or hand delivery in accordance with Chapters 162 and 166, Florida Statutes.
6. The Respondent was notified that Respondent was in violation of the following section of the Code of Ordinances of the City of Madeira Beach to wit:

Sec. 14-70.- Same- General Maintenance.

The exterior of every structure or accessory structure (including fences, signs, screens and store fronts) shall be maintained in good repair, termite free and all surfaces thereof shall be kept painted or have similar protective coating where necessary for purpose of preservation



and appearance. All surfaces shall be maintained free of broken glass, loose shingles, crumbling stone or brick, excessive peeling paint or other condition reflective of deterioration or inadequate maintenance to the end which the property itself may be preserved, safety and fire hazards eliminated, and adjoining properties will be protected from conditions which tend to decrease the property values of surrounding properties.

7. The violation set forth above existed as of the date of the Notice of Violation herein and at all times subsequent thereto up to the date of the Hearing.

8. A reasonable period of time for correcting the above violation and bringing the Property into compliance is thirty (30) days from the date of the Hearing.

BASED UPON THE FOREGOING FINDINGS OF FACT, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

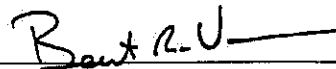
1. The Respondent, and the Property at the above mentioned location, are found to be in violation of Sections 14-70 of the Code of Ordinances of the City of Madeira Beach.

2. The Respondent shall correct the above stated violation on or before November 23, 2022, by taking the remedial action as set forth, and stated on the record at the hearing, which is to demolish the home.

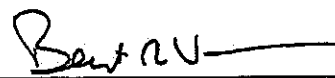
3. If the Respondent fails to timely comply with the remedial action set forth above, a fine shall be imposed in the amount of \$250.00 per day for the violation set forth in Paragraph 6 above for each day the Respondent has failed to correct the violation after November 23, 2022, and the fine shall continue to accrue until such time as the Property is brought into compliance.

4. The Special Magistrate does hereby retain jurisdiction over this matter to enter such other and further orders as may be just and proper.

DONE AND ORDERED this 28th day of October, 2022.


Bart R. Valdes
Special Magistrate

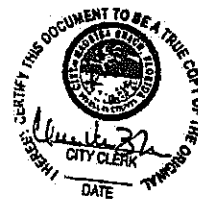
A true and correct copy of this Order was delivered by certified mail, regular mail and electronic mail to: Brian Murray, 14033 E. Parsley Dr., Madeira Beach, FL 33708; by electronic mail to Thomas Trask, Esq. (tom@cityattorneys.legal); and by U.S. Mail and e-mail transmission to the City of Madeira Beach, Clara VanBlargan, 300 Municipal Dr., Madeira Beach, Florida 33708, on this 28th day of October, 2022.


Bart R. Valdes



APPEALS

An aggrieved party, including the local governing body, may appeal a final administrative order of a Special Magistrate to the circuit court. Such an appeal shall not be a hearing de nova but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed. Ss. 162-11.



SPECIAL MAGISTRATE LIEN**MADEIRA BEACH**

Brian Murray

14033 E. Parsley Drive

Case No. 2021.1296

as of: March 7, 2023

IN COMPLIANCE

Fine Start	11/24/2022	
Fine Stop	3/5/2023	102 days
Rate	\$250.00 /day	
Principal	\$25,500.00	

Admin

Recording	\$41.50
------------------	----------------

SUB TOTAL	\$25,541.50
------------------	--------------------

Interest Rate 0.000151233 (5.52% per annum)

Interest on Principal **\$3.86 /day**

Interest Start 3/6/2023

Today's Date 3/31/2023

26 days

Interest	\$100.27
-----------------	-----------------

TOTAL	\$25,641.77
--------------	--------------------

Thomas Trask

From: Rebecca Giles <bgiles@titlemark.net>
Sent: Monday, March 27, 2023 1:15 PM
To: Thomas Trask; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov; Robin Gomez
Cc: Titlemark Receptionist
Subject: RE: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

The owner is accepting of the \$5K settlement offer. Please present that so we can get a formal letter for the short sale lender should they need it.

Thank you,

Rebecca "Becky" Giles
 Closing Manager
BGiles@TitleMark.net



1000 W. Kennedy Boulevard, Suite 200 | Tampa, FL | 33606
 813.513.7679 Direct Line | 813.517.0224 Direct Facsimile | www.TitleMark.net
Insurance | Closings | Escrow

All funds required for closing must be in the form of a wire transfer. We cannot accept personal checks, cashier's checks, credit cards, or ACH transfers.

WARNING:

Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing wire transfer instructions, DO NOT RESPOND TO THE EMAIL! Instead, call your closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds. TitleMark will never change wire instructions via email. Always call to verify BEFORE sending funds.



The information contained in this message and its attachments is intended only for the recipient(s) named above. This information may be privileged and confidential in nature and protected by law. If the reader of this message is not the intended recipient, any further review, dissemination, distribution or copying of this information is strictly prohibited. If you received this communication in error, please delete the message with its attachments and notify the sender immediately.

From: Thomas Trask <tom@cityattorneys.legal>
Sent: Thursday, March 23, 2023 9:52 AM
To: Rebecca Giles <bgiles@titlemark.net>; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov; Robin Gomez <RGomez@madeirabeachfl.gov>
Cc: Titlemark Receptionist <receptionist@titlemark.net>
Subject: RE: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

Becky,

I have reviewed the \$1,000 settlement offer with the City. City staff and I cannot support that offer. City staff and I could support a settlement of \$5,000.00 for the outstanding \$25,641.77 lien. Let me know if that is acceptable to Mr. Murray. If so, I will need to obtain approval from the Board of Commissioners at their next BOC meeting on April 12, 2023. Tom

From: Rebecca Giles <bgiles@titlemark.net>
Sent: Tuesday, March 21, 2023 2:07 PM
To: Thomas Trask <tom@cityattorneys.legal>; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov; Robin Gomez <RGomez@madeirabeachfl.gov>
Cc: Titlemark Receptionist <receptionist@titlemark.net>
Subject: RE: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

Good Afternoon,

Attached is the letter from Mr. Murray for consideration.

Thank you,

Rebecca "Becky" Giles

Closing Manager
 BGiles@TitleMark.net



1000 W. Kennedy Boulevard, Suite 200 | Tampa, FL | 33606
 813.513.7679 Direct Line | 813.517.0224 Direct Facsimile | www.TitleMark.net
Insurance | Closings | Escrow

All funds required for closing must be in the form of a wire transfer. We cannot accept personal checks, cashier's checks, credit cards, or ACH transfers.

WARNING:

Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing wire transfer instructions, **DO NOT RESPOND TO THE EMAIL!** Instead, call your closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds. TitleMark will never change wire instructions via email. **Always call to verify BEFORE sending funds.**



The information contained in this message and its attachments is intended only for the recipient(s) named above. This information may be privileged and confidential in nature and protected by law. If the reader of this message is not the intended recipient, any further review, dissemination, distribution or copying of this information is strictly prohibited. If you received this communication in error, please delete the message with its attachments and notify the sender immediately.

From: Thomas Trask <tom@cityattorneys.legal>
Sent: Thursday, March 16, 2023 2:50 PM
To: Rebecca Giles <bgiles@titlemark.net>; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov; Robin Gomez <RGomez@madeirabeachfl.gov>
Cc: Titlemark Receptionist <receptionist@titlemark.net>
Subject: RE: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

Becky,

The letter should be in the form of a settlement offer (with a dollar figure) not a request to reduce the fine. Tom

From: Rebecca Giles <bgiles@titlemark.net>
Sent: Thursday, March 16, 2023 1:43 PM
To: Thomas Trask <tom@cityattorneys.legal>; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov; Robin Gomez <RGomez@madeirabeachfl.gov>
Cc: Titlemark Receptionist <receptionist@titlemark.net>
Subject: RE: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

Thank you for this payoff. I am having the owner put together a reduction request letter so I can send that you. The outstanding liens exceed the value of the property so we are having to request a short sale for the mortgage.

I will be in touch once I get that back from him.

Thank you,

Rebecca "Becky" Giles

Closing Manager

BGiles@TitleMark.net



1000 W. Kennedy Boulevard, Suite 200 | Tampa, FL | 33606
 813.513.7679 Direct Line | 813.517.0224 Direct Facsimile | www.TitleMark.net
Insurance | Closings | Escrow

All funds required for closing must be in the form of a wire transfer. We cannot accept personal checks, cashier's checks, credit cards, or ACH transfers.

WARNING:

Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing wire transfer instructions, **DO NOT RESPOND TO THE EMAIL!** Instead, call your closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds. TitleMark will never change wire instructions via email. **Always call to verify BEFORE sending funds.**



The information contained in this message and its attachments is intended only for the recipient(s) named above. This information may be privileged and confidential in nature and protected by law. If the reader of this message is not the intended recipient, any further review, dissemination, distribution or

From: Thomas Trask <tom@cityattorneys.legal>
Sent: Tuesday, March 07, 2023 4:23 PM
To: Rebecca Giles <bgiles@titlemark.net>; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov; Robin Gomez <RGomez@madeirabeachfl.gov>
Cc: Titlemark Receptionist <receptionist@titlemark.net>
Subject: RE: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

The Board of Commissioners has one regular Commission meeting each month. Settlement offers are handled at those meetings. Therefore, depending on when the settlement offer comes in it could be 4 to 6 weeks before it will be considered by the BOC. Tom

From: Rebecca Giles <bgiles@titlemark.net>
Sent: Tuesday, March 7, 2023 4:07 PM
To: Thomas Trask <tom@cityattorneys.legal>; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov; Robin Gomez <RGomez@madeirabeachfl.gov>
Cc: Titlemark Receptionist <receptionist@titlemark.net>
Subject: RE: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

Thank you. I will be in touch once we know how the parties wish to proceed. What would the time frame be on a review of a reduction request if that is what is needed?

Thank you,

Rebecca "Becky" Giles
Closing Manager
BGiles@TitleMark.net



1000 W. Kennedy Boulevard, Suite 200 | Tampa, FL | 33606
813.513.7679 Direct Line | 813.517.0224 Direct Facsimile | www.TitleMark.net
Insurance | Closings | Escrow

All funds required for closing must be in the form of a wire transfer. We cannot accept personal checks, cashier's checks, credit cards, or ACH transfers.

WARNING:

Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow closing transaction with us and you receive an email containing wire transfer instructions, **DO NOT RESPOND TO THE EMAIL!** Instead, call your closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds. TitleMark will never change wire instructions via email. **Always call to verify BEFORE sending funds.**



The information contained in this message and its attachments is intended only for the recipient(s) named above. This information may be privileged and confidential in nature and protected by law. If the reader of this message is not the intended recipient, any further review, dissemination, distribution or copying of this information is strictly prohibited. If you received this communication in error, please delete the message with its attachments and notify the sender immediately.

From: Thomas Trask <tom@cityattorneys.legal>
Sent: Tuesday, March 07, 2023 3:07 PM
To: Rebecca Giles <bgiles@titlemark.net>; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov; Robin Gomez <RGomez@madeirabeachfl.gov>
Cc: Titlemark Receptionist <receptionist@titlemark.net>
Subject: RE: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

Becky,
 The payoff for lien through March 31, 2023, is:

SPECIAL MAGISTRATE LIEN

MADEIRA BEACH

Brian Murray
 14033 E. Parsley
 Drive

Case No. 2021.1296 as of: March 7, 2023

IN COMPLIANCE

Fine Start	11/24/2022	
Fine Stop	3/5/2023	102 days
Rate	\$250.00	/day
Principal	\$25,500.00	

Admin

Recording \$41.50

SUB TOTAL	<u>\$25,541.50</u>
-----------	--------------------

Interest Rate	0.000151233	(5.52% per annum)	
Interest on Principal	\$3.86	/day	
Interest Start	3/6/2023		
Today's Date	3/31/2023	26 days	
Interest	<u>\$100.27</u>		
TOTAL	<u>\$25,641.77</u>		



Thomas J. Trask, Esquire
 Board Certified in City, County and Local Government Law
 AV Preeminent® Rated Attorney
TRASK DAIGNEAULT, LLP
 Harbor Oaks Professional Center
 1001 South Ft. Harrison Avenue, Suite 201
 Clearwater, FL 33756
 Phone: (727) 733-0494 (Ext. 103)
 Fax: (727) 733-2991
 E-Mail: tom@cityattorneys.legal

CONFIDENTIALITY, DISCLOSURE, AND WIRING INSTRUCTION NOTICES

Confidentiality and Disclosure Notices. The information and all attachments contained in this electronic communication are legally privileged and confidential information, subject to the attorney-client privilege and intended only for the use of the intended recipients. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return e-mail and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise. Additionally, the information contained herein may become subject to disclosure as a public record under Chapter 119, Fla. Stat.

Wiring Instruction Notice. FURTHER, WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING INSTRUCTIONS VIA EMAIL OR FACSIMILE, PLEASE CALL TO VERIFY. IF YOU RECEIVE AN EMAIL CONTAINING WIRE TRANSFER INSTRUCTIONS, CALL OUR OFFICE IMMEDIATELY TO VERIFY THE INFORMATION PRIOR TO SENDING FUNDS.

From: Rebecca Giles <bgiles@titlemark.net>
Sent: Monday, March 6, 2023 12:09 PM
To: Thomas Trask <tom@cityattorneys.legal>; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov; Robin Gomez <RGomez@madeirabeachfl.gov>
Cc: Titlemark Receptionist <receptionist@titlemark.net>
Subject: RE: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

Thank you very much for your responses. I will await your reply regarding the payoff. We would request that those figures be good through the end of this month.

Thank you,

Rebecca "Becky" Giles



1000 W. Kennedy Boulevard, Suite 200 | Tampa, FL | 33606
813.513.7679 Direct Line | 813.517.0224 Direct Facsimile | www.TitleMark.net
Insurance | Closings | Escrow

All funds required for closing must be in the form of a wire transfer. We cannot accept personal checks, cashier's checks, credit cards, or ACH transfers.

WARNING:

Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing wire transfer instructions, DO NOT RESPOND TO THE EMAIL! Instead, call your closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds. TitleMark will never change wire instructions via email. Always call to verify BEFORE sending funds.



The information contained in this message and its attachments is intended only for the recipient(s) named above. This information may be privileged and confidential in nature and protected by law. If the reader of this message is not the intended recipient, any further review, dissemination, distribution or copying of this information is strictly prohibited. If you received this communication in error, please delete the message with its attachments and notify the sender immediately.

From: Thomas Trask <tom@cityattorneys.legal>

Sent: Monday, March 06, 2023 11:57 AM

To: Rebecca Giles <bgiles@titlemark.net>; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov; Robin Gomez <RGomez@madeirabeachfl.gov>

Cc: Titlemark Receptionist <receptionist@titlemark.net>

Subject: RE: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

Becky,

I am the City Attorney for the City of Madeira Beach. See my responses to your questions below. Tom



Thomas J. Trask, Esquire

Board Certified in City, County and Local Government Law

AV Preeminent® Rated Attorney

TRASK DAIGNEAULT, LLP

Harbor Oaks Professional Center

1001 South Ft. Harrison Avenue, Suite 201

Clearwater, FL 33756

Phone: (727) 733-0494 (Ext. 103)

Fax: (727) 733-2991

E-Mail: tom@cityattorneys.legal

CONFIDENTIALITY, DISCLOSURE, AND WIRING INSTRUCTION NOTICES

Confidentiality and Disclosure Notices. The information and all attachments contained in this electronic communication are legally privileged and confidential information, subject to the attorney-client privilege and intended only for the use of the intended recipients. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return e-mail and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise. Additionally, the information contained herein may become subject to disclosure as a public record under Chapter 119, Fla. Stat.

Wiring Instruction Notice. FURTHER, WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING INSTRUCTIONS VIA EMAIL OR FACSIMILE, PLEASE CALL TO VERIFY. IF YOU RECEIVE AN EMAIL CONTAINING WIRE TRANSFER INSTRUCTIONS, CALL OUR OFFICE IMMEDIATELY TO VERIFY THE INFORMATION PRIOR TO SENDING FUNDS.

From: Rebecca Giles <bgiles@titlemark.net>

Sent: Monday, March 6, 2023 11:30 AM

To: Thomas Trask <tom@cityattorneys.legal>; buildingdept@madeirabeachfl.gov; lroby@madeirabeachfl.gov; fdesantis@madeirabeachfl.gov; hpinkard@madeirabeachfl.gov

Cc: Titlemark Receptionist <receptionist@titlemark.net>

Subject: 14033 E. Parsley Drive - Case No. 2022.3431 and Case No. 2020.1296 - 14033 E. Parsley

Importance: High

Good Afternoon,

The lien recorded for Case No. 2022.3431 references the property address of 50 154th Avenue, however the legal description is for the property at 14033 E. Parsley Drive. I am trying to confirm that this lien does in fact pertain to the property at 50 154th Avenue and not 14033 E. Parsley Drive. Please advise. The Findings of Fact, Conclusion of Law and Order Imposing Fine in case 2022.3431 issued by the Special Magistrate on October 28, 2022, has the correct address but the wrong legal description. It will need to be amended. That lien does NOT pertain to 14033 E. Parsley Drive.

I would also like to request that a corrective lien be recorded or a release recorded to clear this from the legal description for Parsley. Would you please review and advise or direct me to the appropriate party to handle this request? It will be addressed.

Also, I am looking to find out if the property at 14033 E. Parsley is now showing in compliance since the demolition took place last week. Please confirm and provide a payoff letter for the lien. I have reached out to

the City to see if the final inspection has been done and whether the property is in compliance. I will prep payoff once I have received that information. Tom

Item 4B.

Thank you so much for your assistance with this matter.

Thank you,

Rebecca "Becky" Giles

Closing Manager

BGiles@TitleMark.net



1000 W. Kennedy Boulevard, Suite 200 | Tampa, FL | 33606

813.513.7679 Direct Line | 813.517.0224 Direct Facsimile | www.TitleMark.net

Insurance | Closings | Escrow

All funds required for closing must be in the form of a wire transfer. We cannot accept personal checks, cashier's checks, credit cards, or ACH transfers.

WARNING:

Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing wire transfer instructions, **DO NOT RESPOND TO THE EMAIL!** Instead, call your closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds. TitleMark will never change wire instructions via email.

Always call to verify BEFORE sending funds.



The information contained in this message and its attachments is intended only for the recipient(s) named above. This information may be privileged and confidential in nature and protected by law. If the reader of this message is not the intended recipient, any further review, dissemination, distribution or copying of this information is strictly prohibited. If you received this communication in error, please delete the message with its attachments and notify the sender immediately.

Thomas J. Trask, Esquire
TRASK DAIGNEAULT, LLP
Harbor Oaks Professional Center
1001 South Ft. Harrison Avenue, Suite 201
Clearwater, FL 33756
E-Mail: tom@cityattorneys.legal

RE: 14033 E. Parsley Drive, Madeira Beach, FL 33708

Dear Attorney Trask,

I am requesting a reduction in the payoff for the code enforcement case of 2021.1296. I am offering a settlement amount of \$1,000.00 to be considered as satisfaction in full for this case.

The amounts due to satisfy the liens on this property exceeds the value. We are in the process of requesting a short sale from the mortgage holder at this time, and would ask that the City consider this settlement amount to be paid at the time of closing. We would anticipate the closing to take place on or before the end of May, 2023.

The following parties are assisting with getting this transaction closed and are authorized to discuss this on my behalf:

Karen Bolden (Caretaker) – 727-485-7529 – kbolden12@yahoo.com
Rebecca Giles/TitleMark, LLC (Title Company) – 813-871-9200 – bgiles@titlemark.net
Brian Lancaster (Real Estate Agent) – (813) 629-2323 – brian@tailwindsrealty.com

Thank you for your consideration.

Brian Murray 3-16-2023
Brian Murray Date



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: April 26, 2023

RE: Emergency Operations Plan

Background

Every year, prior to the start of hurricane season City staff reviews and revises the Emergency Operations Plan for the City of Madeira Beach and Redington Communities.

Fiscal Impact

There is no financial impact.

Recommendation

It is recommended that the Board of Commissioners adopt the Emergency Operations Plan

Attachment(s):

- Resolution 2023 - 04
- Emergency Operations Plan 2023 - 2025



RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, PROVIDING FOR THE ADOPTION OF THE CITY OF MADEIRA BEACH EMERGENCY OPERATIONS PLAN DATED MAY 10, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current Emergency Operations Plan and desires to amend the same; and

WHEREAS, the Board of Commissioners has reviewed the revised Emergency Operations Plan dated May 10, 2023 and wishes to adopt the same.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA THAT:

Section 1. The City of Madeira Beach Emergency Operations Plan dated May 10, 2023 attached hereto as an exhibit to this resolution is hereby adopted.

Section 2. This resolution shall take effect upon its passage and adoption.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH this _____ day of _____, 2023.

James Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



**City of Madeira Beach
and the Redington Communities**

EMERGENCY OPERATIONS PLAN

2023 / 2025

(May 14, 2019)

Revised _____

**The City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 32708
(727) 391-9951**

TABLE OF CONTENTS

EMERGENCY OPERATIONS PLAN..... 3

INTRODUCTION.....	3
PURPOSE.....	3
GOAL.....	3
PREPAREDNESS.....	3
LEGAL AUTHORITY.....	4
ORGANIZATION.....	5
COMMUNICATIONS.....	6
TRANSPORTATION.....	6
OTHER AFFILIATIONS.....	7
EVACUATION.....	7
RECOVERY.....	7

EMERGENCY ACCESS PERMIT..... 8

LEVELS OF POTENTIAL OR ACTUAL DISASTER..... 9

LEVEL I.....	9
LEVEL II.....	9
LEVEL III.....	10

DEPARTMENT RESPONSIBILITIES..... 11

CITY MANAGER.....	11
FIRE RESCUE.....	11
CITY CLERK.....	12
FINANCE DEPARTMENT.....	12
COMMUNITY DEVELOPMENT DEPARTMENT/BUILDING DEPARTMENT.....	13
PUBLIC WORKS DEPARTMENT.....	13
MARINA.....	13
RECREATION DEPARTMENT.....	14

CONTACT NUMBERS..... 15

STANDARD OPERATING PROCEDURES..... 17

CITY MANAGER: LEVEL I ACTIVATION (TO INCLUDE A HURRICANE WATCH).....	17
CITY MANAGER: LEVEL II ACTIVATION (TO INCLUDE A HURRICANE WARNING).....	17
CITY MANAGER: LEVEL III ACTIVATION (TO INCLUDE A HURRICANE EVACUATION).....	18
CITY MANAGER: RECOVERY PHASE.....	18
FIRE DEPARTMENT: LEVEL I ACTIVATION (TO INCLUDE A HURRICANE WATCH).....	18
FIRE DEPARTMENT: LEVEL II ACTIVATION (TO INCLUDE A HURRICANE WARNING).....	19
FIRE DEPARTMENT: LEVEL III ACTIVATION (TO INCLUDE A HURRICANE EVACUATION).....	20
FIRE DEPARTMENT: RECOVERY PHASE.....	20
CITY CLERK: LEVEL I ACTIVATION (TO INCLUDE A HURRICANE WATCH).....	21

CITY CLERK: LEVEL II ACTIVATION (TO INCLUDE A HURRICANE WARNING).....	21
CITY CLERK: LEVEL III ACTIVATION (TO INCLUDE A HURRICANE EVALUATION).....	21
CITY CLERK: RECOVERY PHASE.....	21
FINANCE DEPARTMENT: LEVEL I ACTIVATION (TO INCLUDE A HURRICANE WATCH).....	22
FINANCE DEPARTMENT: LEVEL II ACTIVATION (TO INCLUDE A HURRICANE WARNING).....	22
FINANCE DEPARTMENT: LEVEL III ACTIVATION (TO INCLUDE A HURRICANE EVACUATION).....	22
FINANCE DEPARTMENT: RECOVERY PHASE.....	22
COMMUNITY DEVELOP/BUILDING: LEVEL I ACT. (TO INCLUDE A HURRICANE WATCH).....	24
COMMUNITY DEVELOP/BUILDING: LEVEL II ACT. (TO INCLUDE A HURRICANE WARNING).....	24
COMMUNITY DEVELOP/BUILDING: LEVEL III ACT. (TO INCLUDE A HURRICANE EVACUATION).....	24
COMMUNITY DEVELOP/BUILDING: RECOVERY PHASE.....	24
PUBLIC WORKS/MARINA: LEVEL I ACTIVATION (TO INCLUDE A HURRICANE WATCH).....	25
PUBLIC WORKS/MARINA: LEVEL II ACTIVATION (TO INCLUDE A HURRICANE WARNING).....	25
PUBLIC WORKS/MARINA: LEVEL III ACTIVATION (TO INCLUDE A HURRICANE EVACUATION).....	26
PUBLIC WORKS/MARINA: RECOVERY PHASE.....	26
MARINA: LEVEL I ACTIVATION (TO INCLUDE A HURRICANE WATCH).....	26
MARINA: LEVEL II ACTIVATION (TO INCLUDE A HURRICANE WARNING).....	27
MARINA: LEVEL III ACTIVATION (TO INCLUDE A HURRICANE EVACUATION).....	27
MARINA: RECOVERY PHASE.....	27
RECREATION DEPARTMENT: LEVEL I ACTIVATION (TO INCLUDE A HURRICANE WATCH).....	28
RECREATION DEPARTMENT: LEVEL II ACTIVATION (TO INCLUDE A HURRICANE WARNING).....	28
RECREATION DEPARTMENT: LEVEL III ACTIVATION (TO INCLUDE A HURRICANE EVACUATION).....	28
RECREATION DEPARTMENT: RECOVERY PHASE.....	28

EMERGENCY OPERATIONS CENTER..... 30

SHELTERS IN PINELLAS COUNTY..... 30

APPENDIX..... 31

APPENDIX A.....	31
APPENDIX B.....	32
APPENDIX C.....	33
APPENDIX D.....	37

EMERGENCY OPERATIONS PLAN – IN GENERAL

Introduction

The preservation of life and property is an inherent responsibility of all levels of government. Since disasters in many devastating forms may strike at any time, the City of Madeira Beach Emergency Operations Plan must provide safeguards, which will save lives and minimize property damage through prior planning, preparedness measures and training. Sound emergency plans carried out by knowledgeable and well-trained personnel can and will minimize losses from any disasters that may occur.

Each department within the organization with a role in the implementation of the Emergency Operations Plan needs to be familiar with this plan to ensure efficient and effective execution of emergency responsibilities. Each department must develop and maintain related departmental emergency plans and/or standard operating procedures.

This Emergency Operation Plan will continue to be evaluated, updated, and refined to meet the City's changing needs.

Purpose

The City of Madeira Beach Emergency Operations Plan establishes planned response to extraordinary emergency situations associated with natural disasters. It establishes procedures and an emergency management organization and assigns roles and responsibilities to ensure the effective management of emergency operations within the City of Madeira Beach. The plan was created by a collaboration of City departments and adopted by the City of Madeira Beach Board of Commissioners.

The term “disaster” refers to a calamitous event, especially one occurring suddenly and causing great loss of life, damage, or hardship, as a flood, freeze, windstorm, hurricane, tornado, major fires, and explosions and other catastrophes resulting, or likely to result, in loss of life and/or significant property damage.

Goal

The overall goal of the Emergency Operations Plan is to ensure life safety, property protection, response and recovery capabilities, and continuity of City operations.

Preparedness

Planning makes it possible to manage the entire life cycle of a potential crises and determine capability requirements. It ensures that the organization has complied with the preventive measures; is in a state of readiness to contain the effects of a forecasted disastrous event to minimize loss of life, injury, and damage to property; can provide rescue, relief, rehabilitation, and other services in the aftermath of the disaster; and has the capability and resources to continue to sustain its essential functions without being overwhelmed by the demand placed on them.

Legal Authority

In accordance with Florida Statutes, Chapter 252, a state of emergency shall be declared by executive order or proclamation of the Governor if determined that an emergency has occurred or that the occurrence or the threat thereof is imminent. The state of emergency shall continue until the Governor finds that the threat or danger has been dealt with to the extent that the emergency conditions no longer exist or the Governor terminates the state of emergency by executive order or proclamation, but no state of emergency declared pursuant to the Florida Emergency Management Act may continue for longer than 60 days unless renewed by the Governor.

It is within the discretionary powers conferred upon the Governor by Chapter 252, Florida Statutes to direct and compel the evacuation of all or part of the population from any stricken or threatened area within the state if he or she deems this action necessary for the preservation of life or other emergency mitigation, response or recovery. Chapter 252, Florida Statutes together with Executive Order 80-29 authorizes local governments to order or direct the evacuation of its citizens when threatened by a disaster in the absence of a directive from the Governor. Nothing in the Order prevents local jurisdictions from taking prompt and necessary action to save lives and protect the property of their citizens, including the authority to compel and direct timely evacuation when necessary in the absence of the Governor's directive.

The same power to order evacuation from an approaching hurricane conferred upon the Governor by statute is delegated to the governing body of each political subdivision of the State by Executive Order 80-29. The term "political subdivision" is defined under the statute as "any county or municipality created pursuant to laws." This delegation of authority by Executive Order empowers the chief elected official of Pinellas County (Chairman of the Board of County Commissioners) and the 24 municipalities (Mayor) to order evacuation from an approaching hurricane or other threatening phenomenon.

The City of Madeira Beach Code of Ordinances, Chapter 38, Section 38-1, adopts the National Fire Code (NFPA), 2015 edition, which state that the Fire Chief or his designee shall enforce these Codes.

The City Manager or his designee shall have the authority to determine what constitutes an immediate hazard of life and/or property, the authority to take any action he/she deems necessary while coordinating with the City's Building Official and the Sheriff's Office.

The City Manager or his designee shall have the authority to place personnel on standby.

The Emergency Operations Plan is adopted by reference (Sec. 22-46) and is continually in effect. It is on file in the City Clerk's Office.

Organization

- A. The City Manager may take command and govern the City by resolution under the direction of the Board of Commissioners during the times of grave public danger or emergency. The Board of Commissioners shall be the judge of what constitutes “grave public danger or emergency”, in accordance with the City of Madeira Beach City Charter.

The Board of Commissioners may adopt an ordinance enacting an emergency management ordinance during a state of local emergency to establish a curfew and declare certain areas off limits; establish regulations of use of water; establish a prohibition of price gouging and over charging; and establish restriction on sale of alcohol, firearms, explosives, and combustibles. The ordinance authorizes the Mayor and, in the absence of the Mayor, the line of succession to declare a State of Local Emergency. Should the Mayor be unavailable or become incapacitated, the authority and responsibilities of the Mayor, under this Emergency Operations Plan shall be passed first to the Vice-Mayor and thereafter to the District Commissioners in numerical order (Commissioner of Districts 1, 2, 3 and 4).

The City Manager shall continue as Chief Administrative Official and shall manage the Departments of the City for the accomplishment of the above stated purpose. The City Manager’s Officer or designees shall act as the official spokespersons for the City, providing all information to the media pertaining to the disaster. The City Manager will assign a designee who shall be responsible for operation and answering City’s telephones.

The assignments of responsibility made to the City Manager and the Department Directors for the management of the City during normal times will be preserved during an emergency or disaster. <https://library.municode.com/>

- B. The Pinellas County Sheriff’s Office, under the terms of its contract with the City of Madeira Beach, shall be responsible for law enforcement, as well as special traffic control, crowd control, and aiding in evacuation.
- C. The Fire Department shall be responsible for firefighting and rescue service as well as for evacuation and initial disaster assessment.
- D. The Public Works Director and PCSO Deputies shall be responsible for the maintenance of City property and securing same against the possibility of physical damage due to wind, water, vandalism, or looting. It shall aid in evacuation, when requested. It shall also be responsible for preservation and/or restoration of public areas and services before, during and after a disaster. It shall also provide barricades to block off hazardous roads and to assist in identifying the evacuation routes when instructed by the law enforcement agency.
- E. The City Clerk shall coordinate with all Department Directors to ensure all records will be safe and sheltered in place. It may be necessary that some records be stored in the City’s off-site records center, a contracted service. Records will be backed up electronically.

- F. The Building Official shall be responsible for establishing communication with the Building Department.
- G. The Marina Manager shall be responsible for notification of boat owners moored at the City Marina, so they may secure their property.
- H. Each Department Director will ensure in advance that all assigned employees understand that it may be mandatory to report to their department.
- I. The City Manager or his designee shall be responsible for public education on:
 - 1. Hurricane preparedness
 - 2. Local emergencies
 - 3. Communications with the public
- J. Annually, the City Manager and Fire Chief (Emergency Management Coordinator) shall conduct a minimum of one full scale (city-wide) emergency exercise, prior to June 1st (except for moving furniture), followed by a critique, recommendations, and corrective action.

Communications

The City Manager and Fire Chief shall maintain communication with Pinellas County Emergency Management by radio (see Appendix A), by telephone 727-464-3800 and/or by e-mail

ema@co.pinellas.fl.us

Transportation

- A. Each resident is expected to provide his or her own transportation out of the city. Persons who cannot comply with this expectation should contact Pinellas County Emergency Management at 727-464-3800 or the Madeira Beach Fire Department at 727-391-3400 to be placed on a Special Needs list <http://www.pinellascounty.org/emergency/specialneeds.htm> for evacuation assistance that is maintained by the Fire Department and Pinellas County.
- B. Evacuation traffic will follow marked evacuation routes.
- C. City vehicles, capable of operating on flooded streets, and their operators shall remain on duty until completion of evacuation. Other City vehicles may be moved to the parking garage of Cambria Hotel or other location set by partnership with neighboring mainland cities.
- D. City employees will park private vehicles nose to nose at the Fire Station and/or parking garage of the Cambria Hotel and will report to the location assigned.

Other Affiliations

- A. The City Manager or designee may contract with public agencies or private contractors for the exclusive use of equipment and supplies to aid during the recovery phase of a disaster. Equipment suppliers shall be under the direction of the Public Works Director while working in Madeira Beach.
- B. The EOC will be occupied, when necessary, by Fire Chief, City Manager as well as essential staff of Public Works, Finance, and Building as well as the representative of the PC Sheriff's Office.

Evacuation

- A. All residents shall leave the City immediately when an evacuation is ordered.
- B. Evacuation orders shall be announced by City staff and/or local law enforcement and provided to all major media outlets.
- C. Pinellas County Emergency Management will alert the media (radio and television). For a local emergency, the Commission will be informed, and the City Manager or designee will alert the media (radio and television) as necessary.
- D. The City will provide all media outlets with information to broadcast over its existing cablevision system to notify residents of evacuation or other emergency information as necessary. Contact Bay News 9 Assignment Desk 727-329-2400.

Recovery

- A. When re-entry to the City is authorized after a disaster, the first activity of the Fire Department and Sheriff's Office shall be search and rescue operations. The Fire Chief will coordinate this effort.
- B. After completing the initial search and rescue operation, and clearing the immediate life-threatening hazards, all Departments will concentrate upon restoring normal services to the City.
- C. As soon as it is practical after re-entering the City, damage survey teams will inspect and report damage to public and private property. The damage survey team will also decide whether to apply to the State (Chapter 252, F.S.) and Federal (Public Law 93-288, Sect. 404) governments for disaster relief for private property owners. This will be coordinated with Pinellas County Emergency Management.

Upon determining the area is safe for residents, the City will be re-opened to pre-designated business employees and the citizens of Madeira Beach, all must present Emergency Access Permit at the point of entry set by PCSO. Employers who have employees that are not Madeira Beach residents may obtain the Emergency Access Permit to ensure they have access to assist with their specific business recovery operation. These passes will be made

available at the City Hall or through Pinellas County Sheriff Office
visit: <https://pcsoweb.com/emergency-access-permit>

EMERGENCY ACCESS PERMIT

Available for Madeira Beach Residents and Business Employees

Under disaster conditions and the following recovery operations, access to Madeira Beach will be restricted to persons with identification showing they are a resident or property owner. This is to prevent sightseers and other unauthorized people from hindering emergency operations and provide safety/security for our resident's property.

Pinellas County Sheriff's Office's Emergency Access Permit tags will be issued to residents (owners and tenants) and business owners/property management companies year-round. This program offers 2 tags per household and up to 15 to local businesses. These tags are for Madeira Beach addresses, locations in surrounding barrier islands must be obtained in the specific municipality. Residents and business owners of Madeira Beach may obtain their tags at City Hall or visit PCSO website. Once a mandatory evacuation order has been lifted, the tags will be required to re-enter the evacuated area. There are nine points to barrier islands, access will be limited based on the closest entry point of one's residence/business. PCSO will be posted at city entrances will scan the barcode of the permit which is required to be displayed by hanging from a vehicle's rearview mirror. This is a Pinellas County Sheriff's Office program, all rules/mandates associated with the tags are regulated by PCSO. To register visit <https://pcsoweb.com/emergency-access-permit>

Anyone without the emergency access pass will be denied entry.



Sample Publication not for Official Use.

LEVELS OF POTENTIAL OR ACTUAL DISASTER

Level I

- A. Activated to inform City Administration and Board of Commissioners of emergency events potentially impacting the City.
- B. Emergency procedures may be initiated for situations to include, but not limited to, hurricanes, tropical storms, flooding, significant fire, storm surge, hazardous material (Haz-Mat) incidents, Etc.
- C. Notification will be via text message, cell phone or other means as deemed appropriate (see phone list). The City will comply with all public records laws concerning the distribution of information.
- D. Upon notification, a call back to City Hall may be required by the following people: City Manager, Emergency Management Coordinator, City Clerk, and Department Directors.
 - 1. If activation is informational, a briefing can be done by telephone. If decision making is necessary, a briefing will be held in City Hall or other appropriate means.
- E. Upon Level I activation, all Department Directors will:
 - 1. Notify their personnel, via phone or other means as deemed appropriate, early so they can secure and prepare their homes first.
 - 2. Activate individual Department Level I Standard Operating Procedures to include:
 - a. Check vehicles, equipment, communication procedures.
 - b. Cancel all leaves based on the potential and severity of the event.
 - c. Place all personnel on standby. (Note: When notified about standby status, the employee must make sure to leave a contact number if they will be unavailable by phone for activation.) Department Directors to provide a list of essential employees/list in order of primary essential/secondary (in case primary not available for emergency reasons)
 - d. Take immediate steps to secure personal property and family safety.
 - e. Identify and prepare all essential records and office equipment for transport to Fire Station.

Level II

- A. Activated for more serious situations: hurricane warning, tornado, manmade disaster, immediate life threatening conditions/situations.
- B. Upon notification, a call back to City Hall, with an estimated time of arrival (ETA), is required where a briefing will take place to include the following people: City Manager, City Clerk and Department Directors.

C. Subsequent briefings will take place at six (6) hour intervals or as deemed appropriate.

D. Upon Level II activation, all Department Directors will:

1. Notify their essential personnel via text message, phone or other means as deemed appropriate. Primary personnel is to report to duty as soon as possible, in uniform, and to bring enough clothing & supplies for an extended stay (up to 72 hours).
2. Brief their personnel with EOC Incident Action Plan.
3. Remove all non-essential vehicles to parking garage of Cambria Hotel or other location determined by partnership with surrounding municipalities, they are to include: Any vehicle not designated to operate in water over one foot and employee's private vehicles. Parking should be nose-to-nose, or in a manner to protect the engine compartment.
4. Implement each department's Level II Standard Operating Procedures (SOP).

NOTE: Any outside work may require a minimum of a safety hat, goggles, gloves, and personal floatation device, depending on the severity and type of the event.

Level III

- A. Activated for major incidents and/or evacuation.
- B. Notification will be via text message, phone or other means as deemed appropriate (see phone list).
- C. Upon notification, if not already on duty, a call back to City Hall, with an estimated time of arrival (ETA), a briefing will take place and include the following people: City Manager, City Clerk, and Department Directors.
- D. Subsequent briefings will take place at two (2) to four (4) hour intervals or as deemed appropriate.
- E. Upon Level III activation, all Department Directors will:
 1. Brief their personnel with EOC Incident Action Plan.
 2. Aid in evacuation of residents where needed.
 3. Evacuate when ordered.

Note: The Board of Commissioners will be briefed by the Emergency Management team throughout the emergency activation process.

DEPARTMENT RESPONSIBILITIES

Prior, during and after a potential or actual disaster, Department responsibilities are listed below:

A. CITY MANAGER

1. Continue all City business within the parameters of the disaster.
2. Monitor the conditions and keep City Commission advised.
3. Coordinate City Departments in Disaster Operations.
4. Inform the public and media on the City's emergency response tactics and strategies.
5. In conjunction with the Fire Department, conduct emergency preparedness exercises.
6. Secure essential records and equipment. All equipment removed from the primary EOC will be tested and ready to operate at the remote location, if necessary. If available, the Network People, a contracted IT service, will perform this task.

B. FIRE RESCUE

1. Notify and or recall necessary personnel.
2. Continue all firefighting and EMS activities within the parameters of the disaster.
3. Oversee and aid the evacuation of residents, who are unable to do so on their own (Special Needs).
4. Monitor the disaster and alert/mobilize the appropriate City personnel.
5. Activate and operate the Emergency Operation Center.
6. Obtain and maintain equipment for extended work cycles for all Fire Department employees.
7. Re-enter and establish essential Fire/EMS operations and search/rescue.
8. Educate the public for disaster preparedness.
9. Organize and conduct damage assessment (tracking, etc.)

10. Compile damage reports and present to Finance.
11. In conjunction with the City Manager, conduct a city-wide emergency preparedness exercise.
12. Coordinate with Pinellas County to determine if bridges have been inspected and opened again for vehicle traffic.
13. Coordinate with Pinellas County the review and maintenance of traffic signals within City limits.
14. Coordinate with Duke Energy power issues, downed power poles, and electrical plans.

C. CITY CLERK

The City Clerk shall coordinate with all Department Directors to ensure that all records will be safe and sheltered in place during a disaster. It may be necessary that some records be stored in the City's off-site records center, a contracted service. The Network People, a contracted service, confirmed that all electronic public records stored on the City's server is backed up on an hourly basis.

1. Assist in the activation and operation of the EOC.
2. Prepare to aid the City at the City Hall.
3. If a special meeting of the Board of Commissioners is called during a state of emergency, the City Clerk's office shall notice the meeting and take the minutes.

D. FINANCE DEPARTMENT

1. The Finance Director will be responsible for all finance functions during an emergency. In the absence of the Finance Director, the Accounting Manager will assume this responsibility.
2. The Finance Director, in conjunction with each Department, will compile and submit the necessary information to FEMA.
3. Obtain and maintain equipment for extended work cycles for all Finance Department employees.
4. Submit reports for FEMA reimbursement.

E. COMMUNITY DEVELOPMENT DEPARTMENT/BUILDING DEPARTMENT

1. Secure essential records and equipment.
2. Coordinate/Install flood panels for lower lever of City Hall/Building Dept.
3. Test City Hall generator and check fuel levels.
4. Maintain normal operations and implement emergency repair procedure post disaster.
5. Obtain and maintain equipment for extended work cycles for all Community Development/Building Department employees.
6. Assist with loading & transporting of records and equipment.
7. Assist in City-wide damage assessment, post incident.
8. Inform all active permit holders of City disaster response and require contractors and residents to secure all construction sites.

F. PUBLIC WORKS DEPARTMENT

1. Secure all City property, including City Hall.
2. Secure essential department records and bring them to City Hall.
3. Transport all equipment to parking garage of the Cambria Hotel other location determined by partnership with surrounding municipalities.
4. Aid in evacuation, when needed.
5. All non-essential vehicles and private vehicles will be the parking garage of the Cambria Hotel or secondary location set in partnership with surrounding municipalities on mainland.
6. Maintain the City roads in passable condition if possible, prior to evacuation.
7. Inspect and clean out all stormwater outfalls to maximize potential flood control during event.
8. Open roads as soon as possible on re-entry.
9. Secure contracts with outside suppliers for heavy and other essential equipment for maintenance and re-entry to the City before hurricane season.
10. Aid the Sheriff's Department in evacuation.

11. Maintain and store necessary equipment for emergency deployment, and other related equipment.
12. Maintain and store necessary supplies to secure City property.
13. Stage necessary equipment and operators at locations to provide First Push operations.
14. Obtain and maintain equipment for extended work cycles for all Public Work's/Marina employees.
15. Manage and coordinate debris management and debris monitoring contractors.

G. MARINA

- 1) Notify all owners of boats and recreational vehicles so they may properly secure their property.
- 2) Secure essential records and equipment.
- 3) Maintain and store necessary supplies to secure City property.
- 4) Maintain normal operations.
- 5) Obtain and maintain equipment for extended work cycles for all Marina employees.
- 6) Report to Manager for re-assignment.
- 7) Supply fuel to City and County equipment used during an emergency. Department Director must confirm with Finance Director that purchasing limits for fuel will be removed during the lifetime of the disaster.

H. RECREATION DEPARTMENT

1. Secure all essential records.
2. Suspend all recreational activities and inform the public of such actions.
3. Secure outside facilities to minimize damage.
4. Staff the City buses, as required.
5. Report to the City Manager for re-assignment.

Departmental Standard Operating Procedures (SOP's) in the Event of a Potential or Actual Disaster.

Standard Operating Procedures (SOP's) for each department on following pages.

Contact Numbers City of Madeira Beach

TITLE	NAME	WORK	CELL	OTHER
City Manager	Robin Gomez	x 227	727-580-8014	
City Clerk	Clara VanBlargan	x 231	727-401-1792	
Finance Director	Andrew Laflin	x 230	813-784-3140	
Assistant Finance Director	Patrick Cade	x 237	727-343-2433	
Building Official	Frank DeSantis	x242	727-409-6088	
Community Development Director	Jenny Rowan	x255	727-804-0178	
Fire Chief	Clint Belk	x248	727-313-1850	
Public Works Director	Megan Wepfer		727-543-8154	
Recreation Director	Jay Hatch	x 505	727-270-5794	
PCSO; Community Officer	Deputy Cory Snyder Deputy Pat Krager		727-773-7146 727-580-2525	PCSO
Marina Manager	Brian Crabtree		727-409-0584	
Mayor	Jim Rostek		727-439-5562	
Commissioner 1	David Tagliarini		727-486-9779	
Commissioner 2	Ray Kerr		727-486-9996	
Commissioner 3	Eddie McGeehan		727-851-7266	
Commissioner 4	Anne-Marie Brooks		727-418-7878	

Important Numbers

PCSO	727-582-6200		
Duke Energy Community Relations Manager Jeff Baker	727-409-0580	Jeff.Baker3@duke-energy.com	
Animal Control	727-582-2600		
Pinellas County Utilities	727-464-4000		

Town of Redington Beach Emergency Phone Numbers

Job Title	Name	Home #	Cell #
Mayor	David Will		323-744-9455

Town of N. Redington Beach Emergency Phone Numbers

Job Title	Name	Home #	Cell #
Mayor	William Queen		727-560-1678

Town of Redington Shores Emergency Phone Numbers

Job Title	Name	Home #	Cell #
Mayor	MaryBeth Henderson	599-4038	727-492-6495

STANDARD OPERATING PROCEDURES

City Manager: Level I Activation (to include a Hurricane Watch)

1. Maintain normal operations. In the absence of the City Manager, the Chain of Command will be in the following order: Fire Chief, Public Works Director, Finance Director, Community Development Director, Building Official, Recreation Director, Marina Manager.
2. Notify Board of Commissioners and Department Directors of Level I activation.
3. Notify all departments and personnel of Level I activation.
4. Cancel all leave based on potential severity of the event.
5. Personnel shall take immediate steps to secure personal belongings and family safety.
6. Maintain communications between City Hall Information Center.
7. Prepare all essential records and office equipment for transport to a safe area in event of a Level II activation.
8. Coordinate EOC Meetings.
9. Begin FEMA forms and gather back up documentation.

City Manager: Level II Activation (to include a Hurricane Warning)

1. Maintain essential operations.
2. Assist in setting up the City Hall as a center for public information and operation.
3. Notify Board of Commissioners of Level II activation.
4. Prepare to implement Level II.
5. The Network People, a contracted service, confirmed that all electronic data stored on the City's servers are backed up on an hourly basis.
6. Coordinate EOC Meetings.

City Manager: Level III Activation (to include a Hurricane Evacuation)

1. Maintain communications between Board of Commissioners.
2. Maintain communications with Department Heads.
3. Monitor news sources and weather bulletins; make any necessary media responses.
4. Evacuate the City Hall.
5. Coordinate EOC Meetings.
6. Continue FEMA forms and gather back up documentation.

City Manager: Recovery Phase

1. Prepare for special meeting of the Board of Commissioners.
2. When a safe headquarters has been established, return essential records and resume normal operations.
3. Establish work cycles allowing employees to check their personal property and families.
4. Continue FEMA forms and gather back up documentation.

Fire Department: Level I Activation (to include a Hurricane Watch)

1. Maintain normal operations. In the absence of the Fire Chief Clint Belk, the Chain of Command will be in the following order: Lt/PM. Childers, Lt/PM. Hill, Lt/PM McClave
2. Notify City Manager of Level I Activation.
3. Notify all Fire Department personnel of a Level I Activation:
 - a. Cancel all leave based on potential severity of the event.
 - b. Place all personnel on standby. Note: If unavailable by personal phone for longer than 20 minutes, personnel must call the station with a contact number where they can be reached.
 - c. Personnel shall take immediate steps to secure personal belongings and family safety.
4. Activate EOC and maintain continuous incident information.
5. In conjunction with City Manager, prepare appropriate informational message for residents of Madeira Beach.

- a. Determine appropriate message with necessary information and inform switchboard personnel.
6. Start evacuation preparations. Evacuation process:
 - a. Contact and verify evacuation need of residents on the “Special Needs List”.
7. Check all emergency equipment: test (i.e.: radios, flashlights, power tools, etc.)
8. Re-check and issue all emergency safety equipment and gear Fire Department: Level II Activation (to include a Hurricane Warning)
9. Begin FEMA forms and gather back up documentation

Fire Department: Level II Activation (to include a Hurricane Warning)

1. Develop Incident Action Plan (I.A.P.) for the next operating period.
2. Maintain essential Fire/EMS operations. When involved with outside operations, all personnel should wear a minimum of helmet, gloves, and personal floating device when required.
3. Notify City Manager, Board of Commissioners and Department Directors of Level II activation via text message, cell phone or other means as deemed appropriate.
4. Prepare station for increased personnel (IE, beds/cots, quiet zone, etc.)
5. Pre-deploy an engine company to Redington Beach area (Commission Chamber @ North Redington Beach Town Hall).
6. Recall off-duty personnel for maximum efficiency in staffing as follows:
 - a. Personnel will report to duty as soon as possible.
 - b. Personnel will bring all necessary supplies in preparation for extended stay; prepare for 72 hours.
7. The Fire Chief, in conjunction with City Manager and Pinellas County E.O.C. prepare appropriate message for residents of Madeira Beach. Message to public: Message given by switchboard operators and possibly local cable television. (Note: If a Hurricane Warning is in place, include recommendation to non-residents to leave the city).
8. Monitor water and prepare for final Fire Department stand down.
9. Be prepared on order to immediately begin evacuation operations:
 - a. Complete notification of Special Needs “Evacuation List.” City auditorium may be a staging area for evacuees waiting for bus.

10. Remove all non-essential vehicles to parking garage of the Cambria Hotel other location determined by partnership with surrounding municipalities. Non-essential vehicles: Any vehicle that will not handle water more than 1 foot deep to include employee's vehicles.
11. Continue FEMA forms and gather back up documentation.

Fire Department: Level III Activation (to include a Hurricane Evacuation)

1. Develop I.A.P. for the next operating period.
2. Maintain essential Fire/EMS operations.
 - a. At Lieutenant's discretion, ground ladder operations will be discontinued.
 - b. At sustained winds of 35 mph, aerial operations will discontinue.
 - c. At sustained winds of 50 mph only critical operations will be conducted and only T-25 and/or E-25 will respond.
 - d. At sustained winds of 60 mph, all equipment will be sheltered.
 - e. All personnel will wear bunker gear when involved in outside operations.
3. Notify City Manager and Department Directors of Level III activation via text message, cell phones or other means as deemed appropriate.
4. Message to public. In conjunction with City Manager and Pinellas County E.O.C., prepare appropriate message to be delivered by switchboard, cable television, radio, mobile P.A. systems or other means as deemed necessary.
5. Await County briefing results for determination of when to set up EOC communications and/or phone lines.
6. Begin evacuation process: utilize mobile P.A. systems using S.O. & F.D. as needed.
7. Evacuate non-essential employees and establish time and location for recovery operations.
8. Continue FEMA forms and gather back up documentation.

Fire Department: Recovery Phase

1. Develop an I.A.P. with maps for the next 24-hour period.
2. In conjunction with Pinellas County Emergency Management, begin a citywide initial damage assessment.
3. Begin search and recovery operations.
4. Mitigate hazards in preparation for re-occupation by general citizenry.

5. Maintain normal Fire/EMS Operations.
6. Assess personnel for signs of fatigue.
7. Establish work cycles allowing employees to check their personal property and families.
8. Continue FEMA forms and gather back up documentation.

City Clerk: Level I Activation (to include a Hurricane Watch)

1. Take immediate steps to secure personal belongs and ensure family safety.
2. Maintain normal operations. In the absence of the City Clerk, a City Clerk employee will assume responsibilities for the City Clerk's Office.
3. Begin FEMA forms and gather back up documentation

City Clerk: Level II Activation (to include a Hurricane Warning)

1. Assist in the setting up of the City Hall as the center for public information and operation.
2. Prepare to implement Level III.
3. Prepare for a special Board of Commissioners meeting if necessary.
4. Continue FEMA forms and gather back up documentation.

City Clerk: Level III Activation (to include a Hurricane Evacuation)

1. Prepare for a special meeting of the Board of Commissioners if necessary.

City Clerk: Recovery Phase

1. When a safe headquarters has been established, return essential records and resume normal operations.
2. Establish work cycles allowing employees to check their personal property and families.
3. Continue FEMA forms and gather back up documentation.

Finance Department: Level I Activation (to include a Hurricane Watch)

1. Maintain normal operations. In the absence of the Finance Director the Chain of Command will be in the following order: Accounting Manager and HR/Financial Coordinator.
2. Notify department personnel of the possible need to report via the other means as deemed appropriate and depending upon the actual circumstances.
3. Once notified, employees shall take immediate steps to secure personal belongings and ensure family safety.
4. Determine procedure for emergency disbursement of City funds (i.e. payroll, resource procurement, etc.).
5. Make sure all data on finance computers is backed up/secured in the "Cloud."
6. Begin FEMA forms and gather back up documentation.

Finance Department: Level II Activation (to include a Hurricane Warning)

1. Notify essential/primary personnel of the need to report to duty; report to primary EOC.
2. Continue FEMA forms and gather back up documentation.

Finance Department: Level III Activation (to include a Hurricane Evacuation)

1. Follow Level II response procedures; await briefing results from the Finance Director for determination of when to set up necessary finance functions.
2. Continue FEMA forms and gather back up documentation.

Finance Department: Recovery Phase

1. Monitor communications.
2. Establish work cycles allowing employees to check their personal property and families.
3. Continue FEMA forms and gather back up documentation.

Items not available for quick retrieval from the “Cloud” must be available on hand prior to storm.

Essential City Finance Records

1. Personnel Records (present and past) – coordinate with City Clerk’s office
2. Purchase Order copies.
3. Insurance Policies

Essential Items to Have on Hand

1. Cash drawers.
2. Payroll and General Fund checks.
3. Fax machine.
4. Stationary – envelopes, pens, pencils, notebooks.
5. Workers’ Compensation Notice of Injury Report forms, wage reports.
6. Flashlights and batteries.
7. Phone list for City Hall.

Emergency Personnel Contacts

Workers’ Compensation Office
Governmental Insurance Trust
Policy #001000000023099
P.O. Box 16-6005
Altamonte Springs, FL 32716
800-237-6617 phone
407-682-6850 fax
First Notice of Injury – 800-275-4646

Health Insurance

Blue Cross Blue Shield of FL Preferred
1-800-352-2583

Community Development/Building Department: Level I Activation (to include a Hurricane Watch)

1. On notification, take immediate steps to secure personal belongings and family safety. In the absence of the Planning and Zoning Director and Building Official, the remaining Chain of Command will be in the following order: Planning and Zoning Coordinator, Building Supervisor, Building code compliance, Permit Technician.
2. Cancel all annual leave requests based on potential & severity of the event.
3. Secure essential records and equipment.
4. Maintain normal operations.
5. Begin FEMA forms and gather back up documentation.

Community Development/Building Department: Level II Activation (to include a Hurricane Warning)

1. Recall off-duty personnel.
2. Maintain essential operations.
3. Continue FEMA forms and gather back up documentation.

Community Development/Building Department: Level III Activation (to include a Hurricane Evacuation)

1. Standby to evacuate.
2. Evacuate when released.
3. Begin FEMA forms and gather back up documentation.

Community Development/Building Department: Recovery Phase

1. Begin damage survey of all property in the city with Building Department.
2. Establish work cycles allowing employees to check their personal property and families.
3. Assess employees for signs of fatigue.
4. Coordinate reimbursement efforts.
5. Public and Implement emergency repair permitting process and fee schedule.

6. Publish and implement all adopted post disaster redevelopment plans.
7. Continue FEMA forms and gather back up documentation.

Public Works: Level I Activation (to include a Hurricane Watch)

1. Maintain normal operations. In the absence of the Public Works Director, the command will fall upon the Stormwater Supervisor.
2. On notification, take immediate steps to secure personal belongings and family to safety.
3. Cancel all time-off leaves based on potential and severity of the event.
4. Notify and Identify Primary personnel.
5. Check all emergency equipment, supplies; and fuel.
6. Public Works Director shall prepare to direct additional manpower.
7. Begin FEMA forms and gather back up documentation.

Public Works: Level II Activation (to include a Hurricane Warning)

1. Recall off-duty personnel.
2. Maintain essential operations.
3. Prepare to set up evacuation routes.
4. Secure fences by removing signs; secure other potential flying objects on City property.
5. Fuel and prepare all City vehicles.
6. Secure City facilities and property.
7. Activate Debris Management and Debris Monitoring Contracts for pre-event prep.
8. Continue FEMA forms and gather back up documentation.

Public Works: Level III Activation (to include a Hurricane Evacuation)

1. Standby to evacuate.
2. Evacuate to EOC.
3. Continue FEMA forms and gather back up documentation.

Public Works: Recovery Phase

1. Establish headquarters.
2. In conjunction with the Fire Department, begin opening roads for search and recovery operations.
3. Implement Debris Management contractors, activate Debris sites through County requirements.
4. Establish a Debris Management Incident Command with the Debris Monitoring Contractor.
5. Begin damage survey of City owned property, lift stations, and other facilities.
6. Establish work cycles allowing employees to check their personal property and families.
7. Assess employees for signs of fatigue.
8. Use established safety procedures.
9. Continue FEMA forms and gather back up documentation.

Marina: Level I Activation (to include a Hurricane Watch)

1. On notification, take immediate steps to secure personal belongings and family safety. In the absence of the Marina Manager (the Chain of Command will be in the following order: Marina Manager Assistant.
2. Cancel all annual leave requests based on potential & severity of the event.
3. Notify all owners of moored boats at City facilities, so they may properly secure their property. (See detailed Marina operations).
4. Seal fuel tanks.
5. Begin FEMA forms and gather back up documentation.

Marina: Level II Activation (to include a Hurricane Warning)

1. Complete securing of equipment and records.
2. Recall off-duty personnel.
3. Maintain essential operations.
4. Complete removal of equipment to City Hall.
5. Continue FEMA forms and gather back up documentation.
6. Maintain information on owners of boats at City facilities. (See detailed marina operations – Appendix E).

Marina: Level III Activation (to include a Hurricane Evacuation)

1. Seal fuel tanks (See detailed marina operations).
2. Secure all equipment at marina.
3. Standby to evacuate.
4. Evacuate.
5. Continue FEMA forms and gather back up documentation.

Marina: Recovery Phase

1. Establish headquarters.
2. Begin damage survey of City owned property (ships store, docks, etc.).
3. Establish work cycles allowing employees to check their personal property and families.
4. Assess employees for signs of fatigue.
5. Refill fuel tanks for use by Marina patrons and City staff as quickly as possible.
6. Use established safety measures.
7. Continue FEMA forms and gather back up documentation.

Recreation Department: Level I Activation (to include a Hurricane Watch)

1. On notification, take immediate steps to secure personal belongings and family safety. In the absence of Parks and Recreation Director (Jay Hatch) the Chain of Command will be in the following order: Rec Leader III (Max Michalski), Rec Leader II (Chris Mecko), Rec Leader III (Carol Kepics).
2. Cancel all annual leave requests based on potential & severity of the event.
3. Notify all families of cancellation of recreation program before, during and after the storm event.
4. Continue FEMA forms and gather back up documentation.

Recreation Department: Level II Activation (to include a Hurricane Warning)

1. Complete securing of equipment and records.
2. Recall off-duty personnel.
3. Maintain essential operations.
4. Maintain information on all recreation program participants.
5. Continue FEMA forms and gather back up documentation.

Recreation Department: Level III Activation (to include a Hurricane Evacuation)

1. Secure all equipment.
2. Standby to evacuate
3. Evacuate.
4. Continue FEMA forms and gather back up documentation.

Recreation Department: Recovery Phase

1. Establish headquarters.
2. Begin damage survey of City owned property.
3. Establish work cycles allowing employees to check their personal property and families.
4. Assess employees for signs of fatigue.

5. Use established safety measures.
6. Continue FEMA forms and gather back up documentation.

EMERGENCY OPERATIONS CENTERS

	STAFF
Pinellas County Sheriff's Office 10750 Ulmerton Road Largo, FL 34648 727-582-6200	One Representative from the Board of Commissioners

SHELTERS IN PINELLAS COUNTY

To locate a current list of shelters refer to Pinellas County Emergency Management website

Shelter Options <http://www.pinellascounty.org/emergency/shelteroptions.htm>

Public Shelter List <http://www.pinellascounty.org/emergency/shelters.htm>

By Telephone (727) 464-3800

TDD (727) 464-3009

APPENDIX A

ZONE / TALKGROUP LIST

ZONE-A		ZONE-B		ZONE-C		ZONE-D		ZONE-E		
1	2-1	FIRE-DISP	5-1	MED-DIR-A	3-1	F-LP-A	4-1	SS-A	1-2	PCW-1
2	2-2	TAC-B	5-2	MED-DIR-B	3-2	F-LP-B	4-2	SS-B	1-3	PCW-2
3	2-3	TAC-C	5-3	MED-DIR-C	3-3	F-LP-C	4-3	SS-C	1-10	FD-PD1
4	2-4	TAC-D	5-4	MED-D	3-4	F-LP-D	4-4	SS-D	1-11	FD-PD2
5	2-5	TAC-E	5-5	MED-E	3-5	F-LP-E	4-5	SS-E	1-4	EOC-A
6	2-6	TAC-F	5-6	MED-F	3-6	F-LP-F	4-6	SS-F	1-5	EOC-B
7	2-7	TAC-G	5-7	MED-G	3-7	F-LP-G	4-7	SS-G	1-8	EOC-C
8	2-8	TAC-H	5-8	MED-H	3-8	F-LP-H	4-8	SS-H		
9	2-9	TAC-I	5-9	MED-I	3-9	F-LP-I				
10	2-10	BAYFLT	5-10	MED-J	3-10	F-LP-J				
11	2-11	ADMIN	5-11	MED-K	11-1	PTRL-1				
12			5-12	MED-L	11-2	PTRL-2				
13			5-13	MED-M	11-3	PTRL-3				
14										
15										
16	C01	FD-TA	C01	FD-TA	C01	FD-TA	C01	FD-TA	C01	FD-TA

ZONE-F		ZONE-G		ZONE-H		ZONE-I		ZONE-J	
1	C03	FL-MA	23-1	TR1-FD1	24-1	TR2-FD4			
2	C04	SCALL-90	23-2	TR1-FD2	24-2	TR2-FD5			
3	C05	STAC-91	23-3	TR1-FD3	24-3	TR2-FD6			
4	C06	STAC-92	23-4	TR1-EMS1	24-4	TR2-EMS3			
5	C07	STAC-93	23-5	TR1-EMS2	24-5	TR2-EMS4			
6	C08	STAC-94	23-6	TR1-PD1	24-6	TR2-PD5			
7	C09	FL-MA2	23-7	TR1-PD2	24-7	TR2-PD6			
8	C10	MA-CALL	23-8	TR1-PD3	24-8	TR2-PD7			
9	C11	MA-TAC1	23-9	TR1-PD4	24-9	TR2-PD8			
10	C12	MA-TAC2							
11	C13	MA-TAC3							
12	C14	MA-TAC4							
13									
14									
15									
16	C01	FD-TA	C01	FD-TA	C01	FD-TA			

APPENDIX B

[illegible]

APPENDIX C

Detailed Marina Emergency Operations Plan - Madeira Beach Municipal Marina

Madeira Beach Municipal Marina is both a dry storage and wet slip marina with 7 live-aboards. If a hurricane threatens the Pinellas coastline, Madeira Beach Municipal Marina will operate according to the following three- stage plan.

Level 1

1. Maintain normal operations. In the absence of the Marina Manager the Chain of Command will be in the following order: Marina Supervisor
2. Notify all Marina personnel of a Level 1 activation:
 - a. Cancel all leave based on severity
 - b. Place personnel on notice and obtain current contact information/numbers
 - c. All personnel should secure their personal belongings and provide for their family's safety, should the condition worsen.
3. Meet with the Finance Director for information report.
4. Post status report and information to boat owners of potential and current status.
5. Check emergency equipment.

Level 2

Level 2 will go into effect in the event a hurricane watch is issued by the national Hurricane Center. All employees will report to the Marina Supervisor as soon as possible. The Marina Manager will:

1. Have the employees inform any customers that the Marina Manager is in charge of all operations at the marina including all boat movements. Boat owners are also to be informed that there is the possibility that an evacuation may be ordered.
2. Not allow any boats to be placed in the water from dry storage except for boat owners who wish to weather the storm at another location.
3. Direct the employees to remove any loose equipment that may be on the docks or on the uplands and store the equipment in the storage building.

Should wind velocity reach or exceed sustained 40 mph during the securing of the marina, the employees are to wear life vests when going onto the boat ramp, fixed docking or floating docks.

Also, any customers or live-aboards who are removing their boats by water from the marina are to wear life vests.

Level 3

Level 3 will go into effect when an evacuation of Madeira Beach is ordered or when a hurricane watch is upgraded to a hurricane warning. The Marina Manager and his employees will inform all owners, live-aboards, and customers that may be at the marina that they must begin evacuation. The Marina Supervisor will direct the employees to disconnect all fuel pumps from the fuel storage tanks and will have the water mains and the electric turned off. The Marina Supervisor will release his employees in time for them to safely secure their homes and evacuate their families and will lock all valuables in the safe and secure the premises. The Public Works/ and Marina Manager shall determine a minimum fuel amount for the fuel tanks, recommended at 3,000 gallons prior to event.

Preparations Prior to Hurricane Season

Always make sure that your boat is in good repair.

1. Examine the structural condition of your vessel and repair as needed.
2. Check all through hull fittings, shafts, props, stuffing boxes etc. In the event of a storm, everything except the bilge outlets and the cockpit drains should be securely closed.
3. Make sure your vessel has proper grounding for lightning protection.
4. Disconnect antennas from electronics before the storm.
5. Make sure bilge pumps are in working order and batteries are properly charged.
6. Prepare a checklist of equipment needed to secure the vessel before the storm and store the equipment in a readily accessible location.
7. Purchase any supplies or equipment well in advance. Stock additional lengths of mooring lines, fenders, fender boards, chafing gear and anchors with chain. Limited supplies will run out quickly once a storm warning is announced.
8. Make an inventory sheet of things to be removed from your vessel.

Available Options

1. You may simply plan to better secure the vessel when a storm is threatening.
2. You may consider an alternate and “safer” dockage site.

3. You may relocate to a “hurricane anchorage” which is a more reasonable alternative for larger vessels.

Regardless of the chosen alternative, prepare a written plan for what you are going to do when a hurricane is threatening. Also have another person ready to follow up with your plan in case you are absent. Rehearse your plan with your family. Try to think through what you will need to adequately secure your boat for a hurricane and how much time to allow.

Choose Your Option

If you plan to secure your boat at the Madeira Beach Municipal Marina:

1. Make plans to double your dock lines before a storm.
2. The second set should be one size larger.
3. The dock lines should be nylon to allow for stretch. Chafing is the main cause of line failure. Make sure you install chafe protection, such as leather or old garden hose; anywhere a line might touch the boat, dock or another line.
4. Place fenders at appropriate locations.
5. Strip the boat decks of all sails, including roller furling jibs.
6. Remove any booms, moveable deck equipment, bimini tops, ventilators, anchors, and any other loose gear. Reduce wind age on your boat to reduce the strain on your lines and the docking system.
7. Secure all hatches and tape shut.
8. Turn off all electricity (except for the bilge pumps) and disconnect power cables and hoses from the dock. Safely stow hoses and cables.
9. Shut off the power to your dock and boat lift

If you plan to move to a safer dock site, make sure:

1. You have extra dock lines, chafing gear and fenders, and take all precautions noted above.
2. You allow ample time to get to the dock and to evacuate the area. Remember you may be fighting wind and rain.

If you plan to move to a hurricane anchorage:

1. Select possible sites well in advance (before hurricane season) and make a trial run to your site.

2. Verify water depth, size of anchor, chain and anchor scope required. Sufficient anchor chain and line for at least six times the normal (7:1) scope should be carried laying out the anchors. At least two anchors of the proper size for the vessel should be used.
3. Verify time required to get to the site.
4. Determine how to get off the boat and get to a car.

Things to remember:

1. The marina staff will be busy taking care of the marina property in the event of a storm. They will not have time to secure your boat.
2. The boat owner will be responsible for any damage caused by his boat if it should break loose. Make sure that it is properly secured.
3. If the presence of any boat in the marina should present a hazard to any other boat or marina equipment, the Marina Manager will notify the owner that the boat must leave the marina and if the owner is not available or fails to comply, the marina may take any action necessary without liability to the marina or its representatives.
4. No one will be allowed to remain on his or her boat during a hurricane.
5. Lifejackets must be worn when walking on the docks when the wind velocities are in excess of 40 mph.
6. Extreme caution should be exercised in all outdoor activities. In the event of an injury, outside help may not be immediately available.
7. Any request for assistance must be made to the Marina Manager.
8. The marina staff will be released at least 12 hours before the storm's estimated time of arrival to secure their homes and families. Everyone must evacuate the marina at the order of the Marina Manager.

For your protection, we recommend stocking last year's cooler with emergency provisions and placing it in a readily accessible location. Consider purchasing a cigarette lighter plug and emergency antenna for your VHF marine radio. This will give you weather bulletins and telephone capability. Do not forget a broadcast radio, flashlight, fire extinguisher, water and water purification tablets, food and utensils, medical supplies and sanitary facilities.

Again, careful planning, preparation and rehearsal will go a long way toward preventing damage or injury because of a hurricane, and the exercise will come in handy the next time you ride out a tropical storm.

APPENDIX D

Master List of City Vehicles

Department Make and Model	Vin/ID/Serial	Title No.	City No.	Tag No.	Employee
Updated 02/22/2023					
125-5240 BUILDING/ ZONING & CODE ENFORCEMENT					
2015 FORD F150 4X2 Pickup	1FTEW1CG8FFA90197	118345896	103	XD8806	DeSantis
2022 Ford Mustang Mach-E	3FMTK1RM1NMA32071	147430697	99	CJ7594	Roby
110-9910 ARCHIBALD					
2022 Scag V Ride II 52" deck, 37HP lawn mower - O	SVRII52V-37BVEFI	S4400265	30	No Tag	
2023 7x12 Enclosed Trailer for the Scag Mower	50ZBE1222PP040459	43779	T30	XJ6056	
2018 CHEVY 1500 4X4	1GCVKNEH1JZ126263	128810319	112	XF2894	Schimmer
2019 Chevy 1500 - LEASED	3GCNWAEH6KG163050		36		
2022 Barber Surf Rake/600hd - O	NO VIN	61882	108		
2023 Dump Trailer - Down to Earth 14000lbs	1XNBD1424P3097668	97668	T14	XJ5817	Dump Trailer
2023 6X16 Trailer -Open	1XNBU1621P1136287	70820	T15	XJ5818	Open Trailer
2023 7X14 Enclosed Trailer- Diamond Crown 7000LBS	53NBE1421P1103173	103173	T16		
3000 / 3100 - PUBLIC WORKS ADMINISTRATION					
1990 Trailer/#4 Gen. MGSI	16MG10915LD017115	61258141	T4	CY 104032	
1987John Deere/ 016608-JD410LDER - O	L02355F608088	6891	43	No Tag	Forklift
1999 Trailer/#3 Mod T2218 Quickload Cust. Built	42022202971T09687		T3	CY 137249	
2004 FORD F550 4X4 Bucket Truck	1FDAF57PX4EB72138	89892907	19	CY 22635	Bucket Truck
2009 FORD Truck F350 Pickup 4X4 Dump Truck	1FDWF37549EA47457	102279586	40	CY XB8270	Dump Truck
2018 Caterpillar 416F backhoe - O	0HWP01739		44	No tag	Backhoe
2016 John Deere 825IS4 GATOR XUV - O	1M0825GFCGM111224		109	No Tag	
2021 US Jetting Trailer	1U9FS1626MA044679	148387733	T10	XJ6050	High Pressure Jetting Unit
2021 ASV Skid Steer - O	ASVRT025CNDS01503		56	NO TAG	
2021 Kubota M6-091HDC-1 Tractor - O	KBUM4DDCAK8F55730	55730	9	NO TAG	
2022 K&K Systems Digital Message Board Trailer	1K9BM8010NT244345		T11	XI1223	
2022 K&K Systems Digital Message Board Trailer	1K9BM8012NT244346		T12	XK0930	
2022 K&K Systems Digital Message Board Trailer	1K9BM8014NT244347		T13	XK0931	

4000 - FIRE					
1998 LMTV High Water Military Vehicle Agreement	AT008722BDCG	145227905	B-25	CS32918	Brush/Highwater
2004 Pierce/Pumper (Red/White)	4P1CT02A34A003993	92280618	E-25	CY224798	back-up Fire Truck
2014 Ford Explorer	1FM5K8B81EGC49838	115459971	U-25	CVR XD5408	Utility
2014 Polaris Off-Highway Vehicle - O	4XARH76A9EE237676	114641864	SR-25	XD5408	Special Rescue
2017 Ford Utility Truck	1FM5K8D89HGE25522	129523840	MB100	XF2896	Fire Chief
2017 Rosenbauer Aerial Truck	54F2CC619HWM11703	127937661	T-25 (1)	XF2890	Ladder Truck
2022 Rosenbauer Aerial Truck	54F2FCCL0MWM13105	148572467	T-25	XI1224	Ladder Truck
2022 Toyota Tacoma	3TMCZ5ZN8NM464880	148158820	MB400	XI1225	Fire Inspector / Marshal
2022 Zodiac Defender Pro 650DP - O	XCDF65AHJ122	144655949	M-25	FL4628TC	Rescue Boat
2022 Zodiac Defender Pro 650DP Boat Trailer	47GBD2118MB005020		M-25 Trailer	XJ1580	Trailer for Rescue Boat
5000 - RECREATION					
2010 BLUB (Bluebird) BUS Hp 43 6cyls	1BAKGCPA8AF271515	103744954	55	XC1448	
2017 F-E350 Minibus	1FDFF4FS4HDC07549	126515835	50	XF5172	
2019 Chevy Truck - LEASED	2GCVKNEC2K1171288	1089397989	20	XH2871	
2019 Ford Van - Transit Pass 350 Cargo XL - LEASED	1FBZX2CMXKKA19938		97	XH2880	
2020 Big Tex Trailer	16VAX121XL3067868	1133695822	T1	XH8215	
2023 Bluebird Bus	IBAKGCSA3PF391142	147156136	52	XJ4883	
2023 Scap Tiger Cat Mower - O	STC1152V-28VEFI		53		
6000 - PARKING ENFORCEMENT					
2019 Chevy Equinox - LEASED	3GNAXHEV8KS612047	135099852	96	CY XG8410	Parking Emp.
7000 - PUBLIC WORKS / SANITATION					
2013 RUSH PETERBILT CLAW TRUCK	2NP3JM8X7EM212741	111730189	18	CY XD0738	Claw Truck
2016 PTRB Truck	2NP3LJ0X5GM325465	118606204	33	CY XE3518	Garbage Truck
2017 PTRB Truck	3BPZL70X1HF173267	126563688	37	CY XB0705	Garbage Truck
2019 CHEVY Truck - LEASED	2GCVKNEC9K1172390		5	CY XG8409	
2019 CHEVY Truck - LEASED	2GCVKNEC8K1171148		24	CY CKP0229	Steve
2019 F250 Truck	1FTBF2B62KEF19917	92452186	3	CY224802	3YD Easy Dump
2019 F250 Truck	1FTBF2B62KEF19918	135984748	68		3YD Easy Dump
2020 Kenworth Packer	1NKZLJ0X5LJ430170	139098421	26		Garbage Truck
2020 Kenworth Packer	1NKZLJ0X9LJ7410505		29	XH4377	T880 Garbage Truck
2021 Broyhill Load & Pack	BMC-LPTD3.6-2101220-5.13		21		
2023 Kenworth Packer T880	1NKZLJ0X5PJ251648	148386975	23	XJ5856	Garbage Truck

9200 - PUBLIC WORKS STORMWATER UTILITY					
2016 CHEVY Truck	1GC2KUEG1GZ321499	123862360	110	XE1038	
2016 CHEVY Truck	1GC2KUEG5GZ319481	8783	111	XE1037	
2019 ELGIN Street Sweeper Whirlwind	1FVACXFC9KHKE3560	131925389	77	XG2503	Sweeper
2021 Ford F-250 Truck	1FTBF2A69MED54324	146955593	70	XC4690	Zangara
9300 - MARINA					
2015 DODGE RAM 4X4 DJ7L92	3C6UR5HL9FG577902	117734450	107	XD8803	Marina
** - O idicates Off-Road					
SURPLUS					
1991 Trailer/ #5 Husk (Green)	NO VIN	82203601	T-5	CT104043	
1999 SPTN/Fire Apparatus Pumper	4S7CT8194XC031727	82762964	P-25	CY137237	
2001 Bobcat Skid-Steer Loader, Model 553F	516313133		56	NO TAG	Sold
2001 Trailer/#8 Bob Cat - SOLD 2-7-2023	NO VIN	200162543	T8	CY 137250	Scraped
2010 John Deere Tractor 5085M	LV5085M260403		9	NO TAG	Sold
2011 FORD F350 4X2 SOLD 2-7-2023	1FDRF3G64BEC11835	105997138	70	XC4690	Sold
2012 KARA - surplusd parts 2023	1M5BA1318C1E71880	596000366	WC1	CYXD5887	
2012 KARA - surplusd parts 2023	1M5BA1311CAE71879	596000366	WC2	CY XD5888	
2012 Peterbilt Truck	2NP3LN0X2CM141070	10645415	26		
2015 Beach Rake					Traded in with new surfrake
2015 YAMA VS - sold 2023	YAMA4166B515	118529368	WC1		
2015 YAMA VS - sold 2023	YAMA4200B515	118529510	WC2		

ORDINANCE 2023-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR AN INCREASE OF THE \$15,000.00 SEALED BIDS THRESHOLD TO \$30,000.00; TO PROVIDE THAT NOTICE TO BIDDERS SHALL BE PUBLISHED ON THE CITY’S WEBSITE; TO PROVIDE THAT NOTICE FOR ALL BIDS MAY BE GIVEN BY POSTING A **REQUEST FOR PROPOSALS** ON A WEB-BASED NOTIFICATION AND DELIVERY SYSTEM USED FOR PUBLIC SOLICITATIONS; TO PROVIDE FOR THE DELETION OF PRINTED ADVERTISEMENT, POSTING OR PUBLICATION IN THAT PORTION OF A NEWSPAPER NORMALLY GIVEN TO LEGAL ADVERTISEMENTS AND FOR THE REQUIREMENT THAT ALL BIDS, WHETHER POSTED OR ADVERTISED, BEAR THE TITLE “**REQUEST FOR BIDS**;” TO PROVIDE FOR DELETION OF THE REQUIREMENTS OF A PENAL BOND, A PERFORMANCE BOND AND THAT ALL BIDDERS SHALL POSSESS A MUNICIPAL OR COUNTY OCCUPATIONAL LICENSE; TO ADDRESS NON-RESPONSIVE BIDS; TO ADDRESS THE AMOUNT OF A BID BOND; TO PROVIDE REVISIONS REGARDING THE ACCEPTANCE OF BIDS; TO PROVIDE REVISIONS REGARDING THE EVALUATION OF BIDDER RESPONSIBILITY; TO PROVIDE THAT CHANGE ORDERS SHALL BE APPROVED BY THE CITY MANAGER; TO PROVIDE FOR AN INCREASE TO THE DOLLAR THRESHOLDS IN THE REGULATIONS GOVERNING THE PURCHASE AND SALES CRITERIA; ~~CREATING SECTION 2-194 TO PROVIDE FOR CONTRACTS AND ENGAGEMENTS FOR PERSONAL AND PROFESSIONAL SERVICES OF ATTORNEYS AT LAW, FINANCIAL CONSULTANTS, EXPERTS AND OTHER PERSONAL AND PROFESSIONALS SERVICES WITHOUT COMPETITIVE BIDDING; REPEALING ORDINANCE 2021-03; AND PROVIDING FOR AN EFFECTIVE DATE~~ HEREOF.

WHEREAS, the Director of Finance has reviewed the current provisions of Article V - Purchase and Contracts of Chapter 2 – Administration of the Code of Ordinances and has recommended that certain revisions be updated; and

WHEREAS, the recommendations of the Director of Finance have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Section 2-182 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-182. - When bids required.

The city shall be required to advertise and seek sealed bids from bidders for all contracts wherein the city shall be obligated to pay a sum in excess of \$30,000.00. The city shall not be required to seek bids for contracts for which bids are not required under general law (Florida Statutes) or the ordinances of the city. Further, this article shall not apply to the purchase of items or goods and services at a bona fide public action when such purchases have the prior approval of the board of commissioners.

Section 2. That Section 2-183 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-183. - Notice of bidding.

- (a) Whenever bids are being sought as provided by this article, the bidding authority shall be required to give notice to bidders in the manner set forth in this section.
- (b) Notice may be given by advertisement, in which case the bidding authority will cause to be published a notice conforming to the requirements of this article on the City's website. Such notice shall be published at least one time at least ten days prior to the opening of the bids.
- (c) Notice may be given by posting a request for proposals on a web-based notification and delivery system used for public solicitations.

Section 3. That Section 2-184 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-184. - Requirements of notice.

Any notice given by advertisement or by posting shall conform to the requirements of this section.

- (1) All notices, whether posted or advertised, shall contain a statement of the purpose for which bids are being sought. Such statement shall be

sufficiently particular so as to give interested bidders adequate notice of the purpose for which bids are being sought.

- (2) All notices, whether posted or advertised, shall also state:
 - a. That bidding shall be by sealed bid;
 - b. That plans, specifications and bidding forms may be obtained and the location where they may be obtained;
 - c. The date and time when bidding shall be closed;
 - d. The location where bids shall be submitted;
 - e. The date, time and location where bids shall be opened;
 - f. That all bids submitted will be read publicly.
- (3) In addition to any other matter set forth in any notice by advertising or posting, every notice shall contain the following statement:

"The city reserves the right to reject any or all bids, to waive any technical defects, and to accept any bid which the bidding authority believes to be in the best interest of the city. This request for bids and all bids submitted are subject to the city ordinances."

Section 4. That Section 2-186 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-186. - Plans, specifications and descriptions.

- (a) It shall be the duty of the bidding authority to prepare plans, specifications, and descriptions of the work to be done under the contract for which bids are being sought. Such plans shall be sufficiently definite to afford a basis for fair competitive bidding on a common standard.
- (b) The bidding authority shall have the discretion to provide alternate plans, specifications and descriptions for work to be done under the same contract for which bids are being sought.
- (c) The bidding authority shall have the discretion to require that bidders submit bids based upon proposals by the bidder for alternate plans, specifications, materials, or methods. In this case, the bidding authority shall prepare guidelines setting forth the object for which bids are being sought, any standards or criteria which must be observed and all other things which are necessary so that bidders can prepare proposals for alternate plans, specifications, materials, or methods.
- (d) All plans, specifications, descriptions and guidelines shall include a section dealing with all terms, conditions and provisions which the city shall require to be included in any contract awarded a successful bidder. Such section will include, where applicable, any provisions dealing with liquidated damages,

actual damages, penalties, time deadlines, indemnification, liability, method of payment and security for work.

Section 5. That Section 2-187 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-187. - Manner in which bids shall be submitted.

- (a) All bids submitted shall be sufficiently definite to allow the bidding authority to make a fair comparison between bids submitted.
- (b) Where the bidding authority has prescribed the manner in which work will be done, including the materials and methods to be used and the standards by which such work will be done, all bids shall indicate that work shall be performed in the prescribed manner.
- (c) Where the bidding authority indicates that the bidder is to submit proposals for alternate plans, specifications, materials and methods, or where the bidding authority does not specify in its plans and specifications the manner in which work is to be done or the methods and materials to be used, all bids submitted shall clearly indicate the manner in which work shall be done, including, where applicable, the materials and methods to be used.
- (d) Bids which are found to be non-responsive to the requirements set forth in the invitation to bid shall not be eligible for award. Bidders found to be not responsible when evaluated against the minimum qualifications and background information required to be provided in the bid shall not be eligible for award. The City reserves the sole discretion to waive minor irregularities in a bid to the extent allowed by law.

Section 6. That Section 2-188 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-188. - Security.

- (a) The bidding authority shall have the discretion to require that all bids be submitted under a bid bond and to determine the amount of such bond. However, the bidding authority must make the determination that a bid bond is required prior to giving notice by advertisement or posting and inform all bidders of the requirement. Where the bidding authority determines that a bid bond is required, the bond shall be required of all bidders on a particular contract. The amount of a bid bond shall not exceed 5% of the estimated contract value or, if no value has been assigned, to the amount budgeted for the acquisition.

- (b) The bidding authority is expressly disallowed from altering or modifying the terms of any bid for the purpose of providing additional monies in order to aid a bidder in obtaining any security as required by this article. This subsection shall not be construed as preventing the city or the bidding authority from doing all other things necessary to satisfy the requirements of any surety.

Section 7. That Section 2-189 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-189. - Qualification of bidders.

- (a) Where state or county law provides for the licensing or certification of any person or firm engaged in the business of the bidder and such licensing or certification is related to the capacity in which a bidder submits a bid under this article, all bidders shall present proof of such licensing or certification at the time of the award. All bidders shall be licensed or certified as provided by law.
- (b) The bidding authority shall have the discretion to require that bidders submit financial and other records with their bids in order to aid the bidding authority in awarding the contract. Moreover, the bidding authority shall have the discretion to require that bidders submit documents or other materials showing the bidder's qualifications to perform under the contract, including but not limited to, documents demonstrating the bidder's degree of expertise, reputation for performance, and possession of facilities.

Section 8. That Section 2-190 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-190. - Nature of the bid.

(a) Notwithstanding a bidder's failure to sign any form contract document contained in an invitation to bid, a bidder's submission of a bid shall constitute an offer inviting and authorizing acceptance by the city in the manner provided in this article. In no way shall any action by the city or the bidding authority be deemed an offer. No contractual relationship between the city or the bidding authority and any bidder shall arise until the bid is accepted in the manner provided in this article.

(b) Unless the invitation to bid provides that award will be made to the lowest responsive, responsible bidder, the city shall not be obligated to award a contract to the lowest bidder. However, if award will be based on factors other than or in addition to price, those factors shall be set forth in the invitation to bid. The city reserves the right to waive any defects in the bid.

Section 9. That Section 2-191 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-191. - Award of the contract.

- (a) When evaluating a bidder's responsibility, the city shall consider the quality of the bidder's work on other similar projects, the bidder's expertise and experience related to the project's scope of work, the bidder's reputation for performance as evaluated by the bidder's listed references and other information the city independently acquires, the bidder's financial, legal and technical abilities to perform, the bidder's ability to timely fulfill its obligations under the contract in light of other current or awarded work, whether the bidder or its officers or key personnel to be performing the work have been indicted or convicted of bribery, extortion, collusion, fraud, or any other crime which, in the city's sole discretion, is reasonably related to the bidder's contracting practices, whether the bidder has been suspended or debarred by the city or any other governmental agency, the bidder's historical performance of prior work for the city, as well as any other criteria or minimum qualifications set forth in the invitation to bid.
- (b) Notwithstanding any term in an invitation to bid or any action of any city official to the contrary (including a staff recommendation of a bidder as the lowest responsive, responsible bidder, the issuance of a notice of intent to award, or a vote by the ~~city commission~~ board of commissioners to authorize award), only the execution of a contract (including the issuance of a purchase order) by an authorized city official shall constitute acceptance of a bid and the formation of a contract.

Section 10. That Section 2-192 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-192. - Modification of the contract.

- (a) In no event shall plans, specifications, descriptions, guidelines or the proposed contract be modified after notice by advertisement or posting and before the award of the contract.
- (b) After the contract has been awarded, the city may, in its discretion, supplement or modify the contract as awarded subject, however, to the following requirements:
 - (1) A contract may be modified by supplemental agreement or change order only. Supplemental agreements shall be reduced to written contract form,

approved by the bidder's surety (if applicable) and executed by the city and the bidder in the same manner that the original contract was executed. Change orders shall be in writing and approved by the City Manager, consulting engineer, or other authorized city official.

- (2) Supplemental agreements may be entered into only for the purpose of clarifying the plans or specifications of a contract, providing for unforeseen work, changes or alterations in plans which could not reasonably have been contemplated or foreseen in the original plans, changing the limits of construction to meet field conditions, or to make the project functionally operational in accordance with the intent of the original contract.
- (3) Written change orders may be issued by the city or the bidding authority and accepted by the bidder in order to make minor changes in the plans, specifications, or quantities of work, within the scope of the contract, but in no event shall such change orders extend the physical limits of the work.

Section 11. That Section 2-193 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-193. - Regulations governing the purchasing and sales criteria of the city manager and department heads.

The following regulations regarding the purchasing of goods and services are hereby established:

- (1) Items with a cost of less than \$5,000.00 may be purchased by telephone call or other contact between the city manager, department head, or his/her designee and supplier, based on the buyer's experience and knowledge.
- (2) Items with a cost from \$5,000.00 to \$30,000.00 will be purchased by the city manager, department head, or his/her designee requesting quotations via a formal sales quote or similar proposal from the supplier. After a minimum of three (3) quotations are received. Purchase orders will be issued to the vendor who has quoted the most acceptable products or services at the lowest cost.

Any expenditure amount as identified in item number (2) above requires commission notification on a bi-weekly basis via e-mail. As well as, a line by line accounting of these expenditures be included in the city manager's monthly report.

- (3) Items with a cost in excess of \$30,000.00 shall be competitively bid as required by section 2-182 of this article, except under the following circumstances:

- a. When such proposed expenditure may be consummated through use of state, county, district or other municipal contract lists, such as piggybacking or cooperative purchase agreements, the competitive process shall be waived. To comply with this exception, the contract upon which the city seeks to piggyback must contain language which authorizes subsequent parties to piggyback on it and must be for the same prices and material conditions as are contained in the original contract. Any cooperative purchasing agreement relied upon to support a purchase without competition must provide that the city is a party to the agreement, and demonstrate that the lead agency engaged in a competitive solicitation on behalf of the agreement's parties.
- b. Where the commodities or contractual services are available only from a single source. When the city believes that desired commodities or contractual services are available only from a single source, the city manager or designee shall electronically post a description of the commodities or contractual services sought for a period of at least five business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. Posting shall not be required for desired commodities or contractual services below \$5,000.00. If it is determined in writing by the city manager or designee, after reviewing all relevant information including information received from prospective vendors as a result of a required posting, that the commodities or contractual services are in fact available only from a single source, the city is authorized to enter a sole source purchase contract. In any case where the city seeks to purchase materials for the construction, modification, alteration, or repair of any city-owned facility from a sole source, the city commission board of commissioners must first make the written findings required by Florida Statutes § 255.04.
- ~~c. Personal and professional service contracts as provided for in section 2-194 of this article. (Delete (c.))~~
- d. Emergency purchases, which shall be awarded as provided in subsection (9).
- e. Purchases of used equipment, including equipment acquired at a lawfully-conducted public auction.
- f. Insurance policies, utilities, and real property.
- g. Procurements where the city attorney confirms that the use of a different vendor would void an existing warranty the city desires to maintain.
- h. Purchases made pursuant to a state or federal grant contract where the terms of the contract require the city to use a procurement method inconsistent with this code.

- (4) The city manager will secure the board of commissioners approval for the purchases which have not previously been approved by the commission or when such purchases exceed \$30,000.00.
- (5) The board of commissioners, upon recommendation of the city manager, may waive the above procedures by four-fifths vote whenever the strict imposition of these procedures would not be in the best interests of the city. Such waiver shall be by motion and shall occur at a public meeting. All rental of city-owned property, whether personal or real property, shall be by motion of the board of commissioners and shall be done at a public meeting.
- (6) All contracts for construction of any project by the city shall be in accordance with the procedures set forth above for the purchase of other property, unless other procedures are required by state statute.
- (7) The city may either participate in, sponsor, conduct or administer a cooperative purchasing program involving the combining of requirements of two or more public entities to obtain the advantages of volume purchases, a reduction in expenses, or other public benefits. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the public entities and open-ended state or county contracts which are available to political subdivisions. This cooperative purchasing subsection shall be independent of and in lieu of subsections (1) and (2).
- (8) The city manager, as purchasing agent of the city, may designate a representative of the city who shall be authorized to issue purchase orders for approved expenditures on his/her behalf.
- (9) When a state of emergency is declared in Pinellas County in the event of, or in anticipation of, a natural or manmade disaster including, but not limited to, a hurricane, tornado, flood, fire, riot or other act of God, or an act of domestic terrorism, the city manager shall have the authority to suspend all normal purchasing policies and to waive the procedures and formalities otherwise required by law or ordinance pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community;
 - b. Entering into contracts;
 - c. Incurring obligations;
 - d. Employment of permanent and temporary workers;
 - e. Utilization of volunteer workers;
 - f. Rental of equipment;
 - g. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
 - h. Appropriation and expenditure of public funds.

Section 12. ~~That Section 2-194 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby created and shall read as follows:~~**Sec. 2-194. -- Personal and professional services.**

~~— Contracts and engagement of personal and professional services may be obtained and entered into by the city commission board of commissioners without competitive bidding. The fixing and payment of salaries to city employees and contracts for the services of attorneys at law, financial consultants, experts and other personal and professional services shall not be subject to the requirement for competitive bids where doing so does not conflict with state or federal law. Notwithstanding the foregoing, where the city seeks to acquire architectural, engineering, landscape architecture, or registered surveying and mapping services, it shall comply with the requirements of Florida Statutes § 287.055. External auditors shall be retained pursuant to the procedures set forth in Florida Statutes § 218.391. External auditors shall be retained pursuant to the procedures set forth in Florida Statutes § 218.391. (Strike Section 12. and entire paragraph, titled Sec. 2-194.)~~

Section 13. That Ordinance 2021-03 is hereby repealed in its entirety.

Section 14. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR AN INCREASE OF THE \$15,000.00 SEALED BIDS THRESHOLD TO \$30,000.00; TO PROVIDE THAT NOTICE TO BIDDERS SHALL BE PUBLISHED ON THE CITY’S WEBSITE; TO PROVIDE THAT NOTICE FOR ALL BIDS MAY BE GIVEN BY POSTING A REQUEST FOR PROPOSALS ON A WEB-BASED NOTIFICATION AND DELIVERY SYSTEM USED FOR PUBLIC SOLICITATIONS; TO PROVIDE FOR THE DELETION OF PRINTED ADVERTISEMENT, POSTING OR PUBLICATION IN THAT PORTION OF A NEWSPAPER NORMALLY GIVEN TO LEGAL ADVERTISEMENTS AND FOR THE REQUIREMENT THAT ALL BIDS, WHETHER POSTED OR ADVERTISED, BEAR THE TITLE “REQUEST FOR BIDS;” TO PROVIDE FOR DELETION OF THE REQUIREMENTS OF A PENAL BOND, A PERFORMANCE BOND AND THAT ALL BIDDERS SHALL POSSESS A MUNICIPAL OR COUNTY OCCUPATIONAL LICENSE; TO ADDRESS NON-RESPONSIVE BIDS; TO ADDRESS THE AMOUNT OF A BID BOND; TO PROVIDE REVISIONS REGARDING THE ACCEPTANCE OF BIDS; TO PROVIDE REVISIONS REGARDING THE EVALUATION OF BIDDER RESPONSIBILITY; TO PROVIDE THAT CHANGE ORDERS SHALL BE APPROVED BY THE CITY MANAGER; TO PROVIDE FOR AN INCREASE TO THE DOLLAR THRESHOLDS IN THE REGULATIONS GOVERNING THE PURCHASE AND SALES CRITERIA; CREATING SECTION 2-194 TO PROVIDE FOR CONTRACTS AND ENGAGEMENTS FOR PERSONAL AND PROFESSIONAL SERVICES OF ATTORNEYS AT LAW, FINANCIAL CONSULTANTS, EXPERTS AND OTHER PERSONAL AND PROFESSIONALS SERVICES WITHOUT COMPETITIVE BIDDING; REPEALING ORDINANCE 2021-03; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the Director of Finance has reviewed the current provisions of Article V - Purchase and Contracts of Chapter 2 – Administration of the Code of Ordinances and has recommended that certain revisions be updated; and

WHEREAS, the recommendations of the Director of Finance have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF
COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:**

Section 1. That Section 2-182 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-182. - When bids required.

The city shall be required to advertise and seek sealed bids from bidders for all contracts wherein the city shall be obligated to pay a sum in excess of \$~~1530~~,000.00. The city shall not be required to seek bids for contracts for which bids are not required under general law (Florida Statutes) or the ordinances of the city. Further, this article shall not apply to the purchase of items or goods and services at a bona fide public action when such purchases have the prior approval of the board of commissioners.

Section 2. That Section 2-183 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-183. - Notice of bidding.

- (a) Whenever bids are being sought as provided by this article, the bidding authority shall be required to give notice to bidders in the manner set forth in this section.
- (b) Notice may be given by advertisement, in which case the bidding authority will cause to be published a notice conforming to the requirements of this article ~~in a newspaper of general circulation in the county on the City's website.~~ Such notice shall be published at least one time at least ten days prior to the opening of the bids.
- (c) ~~Notice may be given by posting, except where bids are being sought by the city manager pursuant to his capacity as purchasing agent for the city, as defined and limited by the Charter. In all other cases where bids are being sought by the city, notice may be given by posting. Where notice is given by posting, the bidding authority shall cause to be posted a notice conforming to the requirements of this article in each of three conspicuous places in the city, one of which shall be on the door of city hall or at some place close to the door of city hall where such notices are regularly and customarily placed. Such notices shall be posted at least ten days before bids are opened and shall remain posted until such times as bid are open.~~ Notice may be given by posting a request for proposals on a web-based notification and delivery system used for public solicitations.

- ~~(d) Notice may be given by advertisement or posting or both, but in no event shall any contract be awarded without notice being given by advertisement or posting.~~
- ~~(e) At the discretion of the bidding authority, the bidding authority may, in addition to giving notice by posting or advertisement, give notice by letter of the fact that bids are being sought to bidders which the bidding authority believes may be interested in bidding. Such notice should conform fully to the requirements of notice as set forth in this chapter or, in the alternative, state that the bidder takes such notice subject to everything set forth in notices given by advertisement or posting. However, failure of the bidding authority in such letter to fully set forth notice conforming to the requirements of this chapter or, alternatively, to state that the bidder takes such notice subject to everything set forth in notices by advertisement or posting shall in no way constitute a waiver of those things set forth in notices by advertisement or posting. Bidders shall take notice, however received, subject to everything set forth in notices by advertisement or posting.~~
- ~~(f) In order to effectuate the giving of notice by letter, the bidding authority may, in its discretion, establish procedures whereby bidders may notify the bidding authority that they wish to be notified of bids by letter. However, in no event shall any such procedures established by the bidding authority constitute a representation of any kind relating to notice by posting or advertisement. Any such procedures established by the bidding authority shall in no way constitute a waiver by the bidding authority or the city of the provision that notice, no matter how received, is given and taken subject to everything contained in notices by advertisement or posting. The city or the bidding authority shall in no way be held liable for failure to give any notice according to any procedures established by the bidding authority.~~

Section 3. That Section 2-184 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-184. - Requirements of notice.

Any notice given by advertisement or by posting shall conform to the requirements of this section.

- ~~(1) Any notice given by posting shall be legibly written, printed or typed on paper no size smaller than 8½ inches by 11 inches. Any notice given by advertisement shall be displayed in that portion of the newspaper normally given to legal advertisements and shall be published in at least six-point type and in a column width similar to other legal advertisements in the newspaper.~~

- ~~(2) All notices, whether posted or advertised, shall bear the title: Request~~

~~for bids.~~

~~1.~~(1) All notices, whether posted or advertised, shall contain a statement of the purpose for which bids are being sought. Such statement shall be sufficiently particular so as to give interested bidders adequate notice of the purpose for which bids are being sought.

~~2.~~(2) All notices, whether posted or advertised, shall also state:

- ~~a.~~ a. That bidding shall be by sealed bid;
- ~~b.~~ b. That plans, specifications and bidding forms may be obtained and the location where they may be obtained;
- ~~c.~~ c. The date and time when bidding shall be closed;
- ~~d.~~ d. The location where bids shall be submitted;
- ~~e.~~ e. The date, time and location where bids shall be opened;
- ~~f.~~ f. That all bids submitted will be read publicly.

~~3.~~(3) In addition to any other matter set forth in any notice by advertising or posting, every notice shall contain the following statement:

"The city reserves the right to reject any or all bids, to waive any technical defects, and to accept any bid which the bidding authority believes to be in the best interest of the city. This request for bids and all bids submitted are subject to the city ordinances."

Section 4. That Section 2-186 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-186. - Plans, specifications and descriptions.

- (a) It shall be the duty of the bidding authority to prepare plans, specifications, and descriptions of the work to be done under the contract for which bids are being sought. Such plans shall be sufficiently definite to afford a basis for fair competitive bidding on a common standard.
- (b) The bidding authority shall have the discretion to provide alternate plans, specifications and descriptions for work to be done under the same contract for which bids are being sought.
- (c) The bidding authority shall have the discretion to require that bidders submit bids based upon proposals by the bidder for alternate plans, specifications, materials, or methods. In this case, the bidding authority shall prepare guidelines setting forth the object for which bids are being sought, any standards or criteria which must be observed and all other things which are necessary so that bidders can prepare proposals for alternate plans, specifications, materials, or methods.

- (d) All plans, specifications, descriptions and guidelines shall include a section dealing with all terms, conditions and provisions which the city shall require to be included in any contract awarded a successful bidder. Such section will include, where applicable, any provisions dealing with liquidated damages, actual damages, penalties, time deadlines, indemnification, liability, method of payment and security for work.

~~(e) All plans, specifications, descriptions and guidelines prepared by the bidding authority shall include a section informing the bidder that a penal bond shall be required, pursuant to Florida Statutes § 255.05, or any other law or successor statutes.~~

Section 5. That Section 2-187 of Chapter 2 (Administration) of the Code of

Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-187. - Manner in which bids shall be submitted.

- (a) All bids submitted shall be sufficiently definite to allow the bidding authority to make a fair comparison between bids submitted.
- (b) Where the bidding authority has prescribed the manner in which work will be done, including the materials and methods to be used and the standards by which such work will be done, all bids shall indicate that work shall be performed in the prescribed manner.
- (c) Where the bidding authority indicates that the bidder is to submit proposals for alternate plans, specifications, materials and methods, or where the bidding authority does not specify in its plans and specifications the manner in which work is to be done or the methods and materials to be used, all bids submitted shall clearly indicate the manner in which work shall be done, including, where applicable, the materials and methods to be used.

~~(d) Failure to submit bids in the manner pre-scribed by the bidding shall be a sufficient reason for the bidding authority not to award the contract to the bidder. Where the bidding authority determines in its discretion that a bid is not sufficiently definite, the bidding authority may refuse to consider the bid in making its award, or, at its discretion, invite a clarification from the bidder.~~

~~(d) Bids which are found to be non-responsive to the requirements set forth in the invitation to bid shall not be eligible for award. Bidders found to be not responsible when evaluated against the minimum qualifications and background information required to be provided in the bid shall not be eligible for award. The City reserves the sole discretion to waive minor irregularities in a bid to the extent allowed by law.~~

Section 6. That Section 2-188 of Chapter 2 (Administration) of the Code of

Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Ordinance 2023-08

Page 5

Sec. 2-188. - Security.

- ~~(a) No contract may be awarded a bidder unless the bidder submits, at the time the contract is awarded, a performance bond for the amount of the contract. In its discretion, the bidding authority may waive this requirement or allow the bidder to submit a certified check or a cashier's check for the amount of the contract in lieu of a performance bond.~~
- ~~(b) The successful bidder shall be required to obtain a penal bond as required by Florida Statutes § 255.05, or as may be required by any other law or successor statute.~~
- ~~(c)~~(a) The bidding authority shall have the discretion to require that all bids be submitted under the bid bond and to determine the amount of such bond. However, the bidding authority must make the determination that a bid bond is required prior to giving notice by advertisement or posting and inform all bidders of the requirement. Where the bidding authority determines that a bid bond is required, the bond shall be required of all bidders on a particular contract. The amount of a bid bond shall not exceed 5% of the estimated contract value or, if no value has been assigned, to the amount budgeted for the acquisition.
- ~~(d)~~(b) The ~~city and the~~ bidding authority ~~are~~is expressly disallowed from altering or modifying the terms of any ~~contract~~bid for the purpose of providing additional monies in order to aid a bidder in obtaining any security as required by this article. This subsection shall not be construed as preventing the city or the bidding authority from doing all other things necessary to satisfy the requirements of any surety.

Section 7. That Section 2-189 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-189. - Qualification of bidders.

- (a) Where state or county law provides for the licensing or certification of any person or firm engaged in the business of the bidder and such licensing or certification is related to the capacity in which a bidder submits a bid under this article, all bidders shall present proof of such licensing or certification at the time of the award. All bidders shall be licensed or certified as provided by law.
- ~~(b) All bidders shall possess an occupational license from a municipality or county in the state and shall present such license at the time of the award.~~
- ~~(c)~~ The bidding authority shall have the discretion to require that bidders submit financial and other records with their bids in order to aid the bidding authority in awarding the contract. Moreover, the bidding authority shall have the discretion to require that bidders submit documents or other materials showing the bidder's qualifications to perform under the contract, including but not limited to,

documents demonstrating the bidder's degree of expertise, reputation for performance, and possession of facilities.

Section 8. That Section 2-190 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-190. - Nature of the bid.

~~The(a)~~ Notwithstanding a bidder's failure to sign any form contract document contained in an invitation to bid submitted by a bidder, a bidder's submission of a bid shall constitute an offer inviting and authorizing acceptance by the city in the manner provided in this article. In no way shall any action by the city or the bidding authority be deemed an offer. No contractual relationship between the city or the bidding authority and any bidder shall arise until the bid is accepted in the manner provided in this article.

~~(b) Unless the bidding authority reserves the right invitation to reject any bid without cause. The city and provides that award will be made to the lowest responsive, responsible bidder, the bidding authority in no way obligate themselves to accept city shall not be obligated to award a contract to the lowest bid, but reserves the right to accept any bid which the city and the bidding authority deem bidder. However, if award will be based on factors other than or in addition to price, those factors shall be set forth in the best interest of the city invitation to bid.~~ The city reserves the right to waive any defects in the bid.

Section 9. That Section 2-191 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-191. - Award of the contract.

~~(a) In making an award of the contract, the city and the bidding authority shall consider all factors which the city and the bidding authority deem relevant, including such things as the quality of the materials, the quality of the workman-ship, the degree of expertise and experience of the bidder, the bidder's reputation for performance, the bidders possession of facilities, the obligations then assumed or about to be assumed by the bidder, the integrity and credit of the bidder, as well as other matters influencing the ability of the bidder to perform the contract.~~

~~(b) No act of the city or the bidding authority shall constitute acceptance of the bid except either written notification to the successful bidder of the award or the signing of the contract by all parties.~~

(a) When evaluating a bidder's responsibility, the city shall consider the quality of the bidder's work on other similar projects, the bidder's expertise and experience related to the project's scope of work, the bidder's reputation for performance as evaluated by the bidder's listed references and other information the city independently acquires, the bidder's financial, legal and technical abilities to perform, the bidder's ability to timely fulfill its obligations under the contract in light of other current or awarded work, whether the bidder or its officers or key personnel to be performing the work have been indicted or convicted of bribery, extortion, collusion, fraud, or any other crime which, in the city's sole discretion, is reasonably related to the bidder's contracting practices, whether the bidder has been suspended or debarred by the city or any other governmental agency, the bidder's historical performance of prior work for the city, as well as any other criteria or minimum qualifications set forth in the invitation to bid.

(b) Notwithstanding any term in an invitation to bid or any action of any city official to the contrary (including a staff recommendation of a bidder as the lowest responsive, responsible bidder, the issuance of a notice of intent to award, or a vote by the city commission to authorize award), only the execution of a contract (including the issuance of a purchase order) by an authorized city official shall constitute acceptance of a bid and the formation of a contract.

Section 10. That Section 2-192 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-192. - Modification of the contract.

- (a) In no event shall plans, specifications, descriptions, guidelines or the proposed contract be modified after notice by advertisement or posting and before the award of the contract.
- (b) After the contract has been awarded, the city may, in its discretion, supplement or modify the contract as awarded subject, however, to the following requirements:
 - (1) A contract may be modified by supplemental agreement or change order only. Supplemental agreements shall be reduced to written contract form, approved by the bidder's surety (if applicable) and executed by the city and the bidder in the same manner that the original contract was executed. Change orders shall be in writing and signed approved by the City Manager, consulting engineer, or other authorized city ~~and the bidder official.~~
 - (2) Supplemental agreements may be entered into only for the purpose of clarifying the plans or specifications of a contract, providing for unforeseen work, changes or alterations in plans which could not reasonably have been

contemplated or foreseen in the original plans, changing the limits of construction to meet field conditions, or to make the project functionally operational in accordance with the intent of the original contract.

- (3) Written change orders may be issued by the city or the bidding authority and accepted by the bidder in order to make minor changes in the plans, specifications, or quantities of work, within the scope of the contract, but in no event shall such change orders extend the physical limits of the work.

~~(4) Supplemental agreements and change orders may exceed the original contract price by a maximum of 20 percent. However, the city may, by special vote of the board of commissioners, authorize a supplemental agreement which exceeds the maximum amount specified in this paragraph for unusual or extraordinary circumstances which necessitate such action.~~

~~(c) All change orders and supplemental agreements shall be approved by the city.~~

Section 11. That Section 2-193 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-193. - Regulations governing the purchasing and sales criteria of the city manager. and department heads.

The following regulations regarding the purchasing of ~~materials, machinery, consultant goods and~~ services ~~and rental of property~~ are hereby established:

- (1) Items with a cost of less than \$~~15~~,000.00 may be purchased by telephone call or other contact between the city manager, department head, or his/her designee and supplier, based on the buyer's experience and knowledge.
- (2) Items with a cost from \$~~15~~,000.00 to \$~~1530~~,000.00 will be purchased by the city manager, department head, or his/her designee requesting quotations ~~by via a formal sales quote or similar proposal from the use of request for quotation forms (RFQ). The city manager or his/her designee will use its bidders file for this purpose, selecting bidder names on a rotating basis and sending RFQ's to at least three suppliers to the extent that the bidder file or other information allows such a procedure. Otherwise, reference will be made to telephone classified pages or other appropriate sources for additional bidder names. supplier.~~ After quotations are received, purchase orders will be issued to the vendor who has quoted the most acceptable products or services at the lowest cost.
- (3) Items with a cost in excess of \$~~1530~~,000.00 shall be competitively bid ~~in accordance with as required by~~ section 2-182 of this article, except ~~when prices are established by a under the following circumstances:~~
 - a. When such proposed expenditure may be consummated through use of state, county, district or other municipal contract price list or by

another agency's bid process; when the lists, such as piggybacking or cooperative purchase is from a sole source or due to an emergency situation; or when agreements, the competitive process shall be waived. To comply with this exception, the contract upon which the city seeks to piggyback must contain language which authorizes subsequent parties to piggyback on it and must be for the same prices and material conditions as are contained in the original contract. Any cooperative purchasing agreement relied upon to support a purchase without competition must provide that the city is a party to the agreement, and demonstrate that the lead agency engaged in a competitive solicitation on behalf of the agreement's parties.

- b. Where the commodities or contractual services are available only from a single source. When the city believes that desired commodities or contractual services are available only from a single source, the city manager or designee shall electronically post a description of the commodities or contractual services sought for a period of at least five business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. Posting shall not be required for desired commodities or contractual services below \$5,000.00. If it is determined in writing by the city manager or designee, after reviewing all relevant information including information received from prospective vendors as a result of a required posting, that the commodities or contractual services are in fact available only from a single source, the city is authorized to enter a sole source purchase contract. In any case where the city seeks to purchase materials for the construction, modification, alteration, or repair of any city-owned facility from a sole source, the city commission must first make the written findings required by Florida Statutes § 255.04.
- c. Personal and professional service contracts as provided for in section 2-194 of this article.
- d. Emergency purchases, which shall be awarded as provided in subsection (9).
- e. Purchases of used equipment, including equipment acquired at a lawfully-conducted public auction.
- f. Insurance policies, utilities, and real property.
- g. Procurements where the city attorney confirms that the use of a different vendor would void an existing warranty the city desires to maintain.
- h. Purchases made pursuant to the Consultant's Competitive Negotiation Acta state or federal grant contract where the terms of the contract require the city to use a procurement method inconsistent with this code.

- (4) The city manager will secure the board of commissioners approval for the purchases which have not previously been approved by the commission or when such purchases exceed \$~~1530~~,000.00.
- (5) The board of commissioners, upon recommendation of the city manager, may waive the above procedures by four-fifths vote whenever the strict imposition of these procedures would not be in the best interests of the city. Such waiver shall be by motion and shall occur at a public meeting. All rental of city-owned property, whether personal or real property, shall be by motion of the board of commissioners and shall be done at a public meeting.
- (6) All contracts for construction of any project by the city shall be in accordance with the procedures set forth above for the purchase of other property, unless other procedures are required by state statute.
- (7) The city may either participate in, sponsor, conduct or administer a cooperative purchasing program involving the combining of requirements of two or more public entities to obtain the advantages of volume purchases, a reduction in expenses, or other public benefits. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the public entities and open-ended state or county contracts which are available to political subdivisions. This cooperative purchasing subsection shall be independent of and in lieu of subsections (1) and (2).
- (8) The city manager, as purchasing agent of the city, may designate a ~~chief procurement officer~~representative of the city who shall be authorized to issue purchase orders for approved expenditures on his/her behalf.
- (9) When a state of emergency is declared in Pinellas County in the event of, or in anticipation of, a natural or manmade disaster including, but not limited to, a hurricane, tornado, flood, fire, riot or other act of God, or an act of domestic terrorism, the city manager shall have the authority to suspend all normal purchasing policies and to waive the procedures and formalities otherwise required by law or ordinance pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community;
 - b. Entering into contracts;
 - c. Incurring obligations;
 - d. Employment of permanent and temporary workers;
 - e. Utilization of volunteer workers;
 - f. Rental of equipment;
 - g. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
 - h. Appropriation and expenditure of public funds.

Section 12. That Section 2-194 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby created and shall read as follows:

Sec. 2-194. - Personal and professional services.

Contracts and engagement of personal and professional services may be obtained and entered into by the city commission without competitive bidding. The fixing and payment of salaries to city employees and contracts for the services of attorneys at law, financial consultants, experts and other personal and professional services shall not be subject to the requirement for competitive bids where doing so does not conflict with state or federal law. Notwithstanding the foregoing, where the city seeks to acquire architectural, engineering, landscape architecture, or registered surveying and mapping services, it shall comply with the requirements of Florida Statutes § 287.055. External auditors shall be retained pursuant to the procedures set forth in Florida Statutes § 218.391. External auditors shall be retained pursuant to the procedures set forth in Florida Statutes § 218.391.

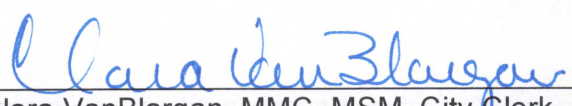
Section 13. That Ordinance 2021-03 is hereby repealed in its entirety.

Section 14. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS 8th day of February, 2023.


John B. Hendricks, Mayor

ATTEST:


Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Ordinance 2023-08
Page 12





Thomas J. Trask, City Attorney

Passed on First Reading: January 11, 2023

Published: January 25, 2023

Passed on Second Reading: February 8, 2023

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco,
Hernando Citrus

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: ORDINANCES 2023-04, 08 was published in said newspaper by print in the issues of: 1/25/23 or by publication on the newspaper's website, if authorized, on

Affiant further says the said Tampa Bay Times is a newspaper published in Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida each day and has been entered as a second class mail matter at the post office in said Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

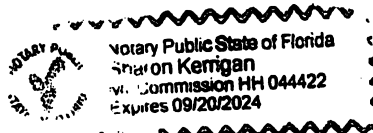
Signature Affiant

Signed to and subscribed before me this 01/25/2023

Signature of Notary Public

Personally known X or produced identification

Type of identification produced



NOTICE OF PUBLIC HEARINGS
CITY OF MADEIRA BEACH

Item 4D.

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statute §166.041(3)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing** for the adoption of proposed Ordinance 2023-04 and conduct a **Second Reading and Public Hearing** for the adoption of proposed Ordinance 2023-08 on Wednesday, February 8, 2023, at 2:00 p.m. The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinances are as follows:

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 14, 2023, FOR THE PURPOSE OF ELECTING A MAYOR; PROVIDING FOR TWO CHARTER AMENDMENTS; PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 14, 2023 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR AN INCREASE OF THE \$15,000.00 SEALED BIDS THRESHOLD TO \$30,000.00; TO PROVIDE THAT NOTICE TO BIDDERS SHALL BE PUBLISHED ON THE CITY'S WEBSITE; TO PROVIDE THAT NOTICE FOR ALL BIDS MAY BE GIVEN BY POSTING A REQUEST FOR PROPOSALS ON A WEB-BASED NOTIFICATION AND DELIVERY SYSTEM USED FOR PUBLIC SOLICITATIONS; TO PROVIDE FOR THE DELETION OF PRINTED ADVERTISEMENT, POSTING OR PUBLICATION IN THAT PORTION OF A NEWSPAPER NORMALLY GIVEN TO LEGAL ADVERTISEMENTS AND FOR THE REQUIREMENT THAT ALL BIDS, WHETHER POSTED OR ADVERTISED, BEAR THE TITLE "REQUEST FOR BIDS;" TO PROVIDE FOR DELETION OF THE REQUIREMENTS OF A PENAL BOND, A PERFORMANCE BOND AND THAT ALL BIDDERS SHALL POSSESS A MUNICIPAL OR COUNTY OCCUPATIONAL LICENSE; TO ADDRESS NON-RESPONSIVE BIDS; TO ADDRESS THE AMOUNT OF A BID BOND; TO PROVIDE REVISIONS REGARDING THE ACCEPTANCE OF BIDS; TO PROVIDE REVISIONS REGARDING THE EVALUATION OF BIDDER RESPONSIBILITY; TO PROVIDE THAT CHANGE ORDERS SHALL BE APPROVED BY THE CITY MANAGER; TO PROVIDE FOR AN INCREASE TO THE DOLLAR THRESHOLDS IN THE REGULATIONS GOVERNING THE PURCHASE AND SALES CRITERIA; CREATING SECTION 2-194 TO PROVIDE FOR CONTRACTS AND ENGAGEMENTS FOR PERSONAL AND PROFESSIONAL SERVICES OF ATTORNEYS AT LAW, FINANCIAL CONSULTANTS, EXPERTS AND OTHER PERSONAL AND PROFESSIONAL SERVICES WITHOUT COMPETITIVE BIDDING; REPEALING ORDINANCE 2021-03; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. Copies of the proposed Ordinances are available for inspection in the City Clerk's Office between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding proposed Ordinance 2023-04, please contact the City Clerk at 727-391-9951, ext. 231 or 232. If you would like more information regarding proposed Ordinance 2023-08, please contact the City Manager at 727-391-9951, ext. 227 or 228.

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 223 or fax a written request to (727) 399-1131.

Clara VanBlargan, MMC, MSM, City Clerk

01/25/23

113

Memorandum

Meeting Details: April 13, 2022 - BOC Regular Meeting
Prepared For: Hon. Mayor and Board of Commissioners
Staff Contact: Robin Gomez, City Manager, City Manager's Office
Subject: Software Licensing Agreement with Aclarian LLC

Background

The City of Madeira Beach (City) and Aclarian LLC (Aclarian) entered into a Consultant Agreement (Agreement) effective as of October 1, 2022, for Finance and Accounting services. Under this Agreement, Aclarian is responsible for assuming the duties of the Director of Finance and the City Treasurer as described in Article V, Section 5.5, of the City Charter. This role includes ensuring the efficient and effective operation of the City's finance and accounting function. Key elements of carrying out this role involve adherence to a well-designed system of internal control that ensures reliable and accurate transaction processing and financial reporting, as well as striving to achieve efficiency within these business processes through leveraging technology and maximizing automation where possible.

Discussion

To achieve these objectives surrounding efficiency and effectiveness of operations, Aclarian has introduced its proprietary Enterprise Resource Planning (ERP) software within the City, particularly in the areas of purchasing and payments, customer billing and collection, budgeting, general ledger, and task management. As a result, the City has gradually moved to a more efficient paperless work environment, utilizing the software to create tasks and approvals via workflow approval and store documentation (vendor invoices, journal entry support, vendor W-9 forms, etc.) in the system (and hosted in the cloud).

Since Aclarian is incurring costs to provide ongoing maintenance and support, hosting fees, and other technology charges associated with providing this SaaS (Software as a Service) solution, this software licensing agreement provides a subscription fee arrangement intended to offset these aforementioned costs incurred by Aclarian. In addition, if the City were to terminate the Finance consulting services currently provided by Aclarian but retain the ERP software solution, this Agreement clarifies the terms, conditions, and pricing associated with the provision of software, separate from the provision of Finance consulting services.

The City has obtained written quotes from the following software vendors to provide an ERP solution that meets the City's technical specifications:

VENDOR NAME	IMPLEMENTATION	ANNUAL RECURRING
OpenGov	\$399,910	\$164,000
Name Withheld	\$246,785	\$100,000
Edmunds	\$26,200	\$26,179
gWorks	\$65,000	\$15,000
Tyler Munis	\$6,704	\$37,388
Aclarian	\$0	\$28,000

Page 99 of 327

Agenda Item 11.B.

Fiscal Impact

The City currently spends approximately \$37,000 for annual maintenance and support provided by Tyler Technologies for its Munis product. With the eventual elimination of Tyler Munis and conversion to Aclarian ERP, this will result in approximately \$10,000 to \$15,000 of annual cost savings to the City.

Recommendation(s)

Staff recommends approval of the Software Licensing Agreement with Aclarian LLC

CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is made effective as of October 1, 2022, by and between the City of Madeira Beach, Florida (City), 300 Municipal Drive, Madeira Beach, Florida, 33708, and Aclarian LLC (Contractor) 4240 W. Morrison Ave, Tampa, FL 33629.

DESCRIPTION OF SERVICES – FINANCE & ACCOUNTING

Beginning on October 1, 2022, the Contractor will appoint Andrew Laflin to be responsible for assuming the duties of the Director of Finance and City Treasurer as described in Article V, Section 5.5, of the Charter of the City of Madeira Beach, Florida. Contractor, through Andrew Laflin, will provide the following services:

- Plan, manage, and direct the operations of the Finance department, including personnel and equipment of finance, accounting, cashiering, licensing, billing and collecting sums due the City and related financial accounting and systems operations.
- Maintain current and accurate accounting records of City activities, in accordance with accepted municipal accounting practices and governing city laws.
- Coordinate the annual budgeting process, assist in preparing the annual operating and capital budget, and provide other financial reporting throughout the fiscal year, both internally among City employees and externally to the Board of Commissioners and public at large, such as showing comparison of revenue and expenditures to anticipated revenues and appropriation expenditures.
- Advise the City Manager and Board of Commissioners on significant financial matters.
- Maintain responsibility for adequate safeguards for City assets, including cash, inventories, equipment and pertinent records concerning the same, as well as records of all receivables and liabilities of the City.
- Oversee the annual financial statement audit of the City and the issuance of the Comprehensive Annual Financial Report.
- Ensure prompt deposits of all receipts in designated bank accounts as well as prompt payment of current bills and obligations against the City, when approved.
- Meet all compliance requirements under applicable laws and regulations, including but not limited to reporting deadlines under state law, agenda document submission deadlines for BOC meetings, and other external and internal regulatory requirements
- Perform other related services as mutually agreed upon.

RESOURCES PROVIDED BY THE CITY.

The following resources shall be provided by the City:

ON SITE

- Access to a workspace with desktop and secure internet connection
- Access to applicable software needed to conduct City business

OFF SITE

- Access to City-owned laptop and applicable software

PAYMENT FOR SERVICES.

The City will pay compensation to Contractor for the Services based on a fixed monthly amount of \$7,400.00 for finance and accounting services.

No travel or per diem reimbursement expenses will apply to this agreement; unless expressly approved by the City in advance. All bills for any travel expenses that are authorized shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, and in compliance with the City's policy for travel expenses.

The Contractor shall submit invoices for work performed. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute § 218.70 et.seq., which states the Contracting Party's rights and the City's responsibilities concerning interest, penalties and time limits for payment of invoices.

TERM.

The Term shall begin on October 1, 2022 and be effective until September 30, 2023.

At the end of the term, this agreement may be extended for successive monthly terms, on an as needed basis, or such other renewal terms agreed to by the parties. Renewal contracts will not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the City and subject to the availability of funds. The decision to renew this Agreement rests solely with the City.

MODIFICATION OF TERMS.

This agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the City and the Contractor and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. This Agreement may only be modified or amended upon mutual written agreement of the City and the Contractor. No oral agreements or representations shall be valid or binding upon the City or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the City.

RELATIONSHIP OF PARTIES.

It is understood by the parties that Contractor will be an independent contractor, and not the agent or servant of the City and will not be entitled to any benefits granted to employees of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit to the Contractor. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

CONFIDENTIALITY.

Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose or communicate in any manner any information that is proprietary to the City, except as provided for by law. Contractor will protect such information and treat it as strictly confidential, except as provided by law. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to the City all records, notes, documentation and other items that were used, created or controlled by Contractor during the term of this Agreement.

SUBCONTRACTORS:

The Contractor shall perform this Agreement. Additional assignment or subcontracting shall be allowed with the prior approval of the City Manager.

SECURITY.

All employees, agents, and authorized subcontractors to the Contractor ("Contractor's Agents") with access to City computer networks and systems in the performance of this Agreement must be approved by the City and must abide by all applicable terms and conditions of this Agreement.

INDEMNITY PROVISION.

Contractor shall indemnify, pay the City's costs of defense with counsel of the City's choosing, including attorney's fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any damages sustained by any person or entity as a result of the negligence or misconduct of the Contractor, except only to the extent such damages were occasioned by the wrongful acts of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

INSURANCE PROVISIONS

Contractor shall be required to maintain insurance coverage meeting the City's requirements for the term of this Agreement. Such requirements will include commercial general liability insurance with limits of \$500,000 for each occurrence and \$1,000,000 in the aggregate, as well as professional liability insurance with limits of \$1,000,000 per each claim or occurrence.

PUBLIC RECORDS.

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and the City's public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and City policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the City, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and City policy for locating and producing public records during the term of this Agreement. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

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, CITY CLERK, AT 300 MUNICIPAL DRIVE,
MADEIRA BEACH, FLORIDA, 33708. Phone: (727) 391-
9951, ext. 231 / Email: cvanblargan@madeirabeachfl.gov

TERMINATION.

The City and the Contractor both reserve the right to terminate this Agreement, without cause by giving thirty (30) days prior written notice to the other party of the intention to terminate, or with cause if at any time the either party fails to fulfill/abide by any of the terms or conditions specified.

PARTIES TO THE CONTRACT:

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities to any third parties.

SEVERABILITY.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

GOVERNING LAW.

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this Agreement shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the Circuit Court in and for Pinellas County, Florida. In any such action, Florida law shall apply.

ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written.

WARRANTY OF AUTHORITY.

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Agreement is not valid until signed and dated by both Parties.

ACLARIAN LLC

City of Madeira Beach, Florida

Andrew Laffin, President

Robin Gomez, City Manager

DATE

DATE

Aclarian Software License Agreement

This Software License Agreement (“Agreement”) is made and entered into on this 1st day of March, 2022 (“Effective Date”), between Aclarian LLC, a Florida limited liability company (“Licensor”), and City of Madeira Beach, Florida (“Licensee”). Either party may be referred to individually as the “Party” or collectively as “the Parties.”

WHEREAS:

Licensor owns all right, title, and interest in the Software (as defined below); and

Licensee desires a license to use the Software.

NOW, THEREFORE:

The Parties have agreed to the following terms and conditions:

I. Definitions. Terms used in this Agreement have the following meaning:

- a. “Proprietary Information” shall be defined as all proprietary or non-public information owned or created by Licensor, including the Software, and any know-how, trade secrets, data, materials, inventions, copyrights, trademarks, or discoveries that are necessary or substantially related to the Software.
- b. “Software” shall be defined as the accounting program known as “Aclarian,” and any software products related thereto provided by its affiliated subcontractors or third-party vendors, including but not limited to human resources and payroll related software, as well as any technical information or documentation relating thereto.

II. Grant of License.

- a. Scope of License. Licensor grants to Licensee a non-exclusive, limited license to use the Software solely for the internal business purposes of employees of Licensee that are involved in the accounting, financials, and operations of Licensee. Licensee’s rights in the Software shall be limited to those expressly granted in this Agreement. Licensee shall not distribute, rent, resell, lease, sublicense, or otherwise disclose or transfer the Software to any third party (including but not limited to competitive businesses) without Licensor’s express written consent, and subject to additional license fees. Licensee shall not modify, reverse engineer, decompile, or create derivative works of the Software. Any use which exceeds the scope of the license grant shall constitute a breach of this Agreement, and shall be subject to emergency injunctive relief and the payment of any related attorneys’ fees and court costs incurred by Licensor. Licensor acknowledges that Licensee shall be the sole and exclusive owner of the financial, accounting and customer information input into the Software for Licensee’s use.

III. Term and Termination.

- a. Term. This Agreement shall commence as of the Effective Date and shall automatically terminate on the one (1) year anniversary of the Effective Date; provided, however that Licensor and Licensee may agree in writing to extend the term of this Agreement for subsequent one (1) year terms. Licensor shall not refund or prorate the Fees if Licensee earlier terminates this Agreement.
- b. Upon termination, Licensee shall return or delete all copies of the Software, in Licensor’s sole discretion, and shall retain no electronic copies of the Software on any server, workstation, or otherwise.

IV. Payment.

- a. In exchange for the grant of license to use the Software as outlined herein, Licensee agrees to pay the license fees and implementation costs ("Fees") outlined on attached Exhibit A. Implementation shall not begin until payment is received in full.

V. Data Security and Privacy.

- a. In the course of providing the Software and related services under this Agreement, Licensors will employ information security and physical security safeguards, procedures and practices to protect the privacy and security of Licensee's data that Licensors receive, access, use, create, or disclose. Such safeguards shall be at least equal to industry standards and be reasonably appropriate to protect against accidental or unlawful destruction, loss, alteration or unauthorized third party disclosure or access of Licensee's data. Licensors shall make a good faith effort to detect, respond to, and mitigate data security incidents, and to notify Licensee of any such incidents involving Licensee's data as soon as reasonably practicable and in accordance with applicable laws.

VI. General.

- a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles. The parties agree to waive the right to a jury trial to decide disputes arising out of this Agreement. This provision shall survive termination of this Agreement.
- b. **Modifications and Additions.** No modifications or additions to the terms and conditions of this Agreement shall be binding unless in writing and acknowledged by both Parties.
- c. **Disclaimers, Obligations, and Limitation of Liability.** Licensee agrees and acknowledges that the services to be provided by Licensors under this agreement are and will remain the provision of information only and will not be deemed to constitute advice (legal, accounting, professional, or otherwise), management, decision-making, or consulting of any nature. Licensee also agrees and acknowledges that any eligibility or other calculations produced by Licensors are limited by the accuracy and completeness of the data provided by Licensee. To the extent Licensee provides incomplete or inaccurate information, Licensors cannot be held responsible for an inaccurate calculation. Consequently, Licensee and not Licensors will be responsible and liable for all matters relating to any of its employees, businesses, or policies, including, without limitation, all matters relating to the dominion, control, management, hiring, firing, promotion, disciplining, or retirement of any employees and all payroll, tax, withholding, benefits, pension, insurance (including, without limitation, workers' compensation, health, medical, life, disability, and unemployment insurance), discrimination, sexual harassment, union, collective bargaining, employee plan, employee manual, health, and safety matters. Licensee and not Licensors will be responsible for the foregoing and for the compliance of the foregoing with all applicable laws.

Licensee also agrees and acknowledges that it will utilize the services provided by Licensors under this agreement only in its role as an employer, and not as a "covered entity," as that term is defined under the Health insurance portability and accountability act of 1996 ("HIPAA"), and that neither Licensors nor any of its employees or services provided are "covered entities" or "business associates" of Licensee, as those terms are defined under HIPAA.

The software is provided on an "as-is" basis. Licensors and any third-party providers, subcontractors, agents, or suppliers shall not be liable for service interruptions caused by failure of equipment, software or services provided by Licensors or any third-party providers, subcontractors, agents, or suppliers, or failure of communications, power outages, or other interruptions not within the complete control of Licensors or its providers, subcontractors, agents, or suppliers even if Licensors or

its providers, subcontractors, agents, or suppliers know or have been advised of the possibility of such loss..

In no events shall licensor, its third-party providers, subcontractors, agents, owners, employees, officers, or suppliers be held liable for any incidental, special, consequential, or punitive damages including but not limited to loss of business opportunity. This limitation includes any liability arising out of third-party claims for any cause whatsoever made against licensee. The liability of Licensor, its third-party providers, subcontractors, agents, or suppliers for actual proven damages for any cause, including but not limited to failure of or disruption of service regardless whether in contract, tort or negligence shall be limited to the lower of the cost of replacing the defective system or the amount payable by Licensee under this Agreement.

During the period such damages occur, Licensor and its third-party providers, subcontractors, agents, or suppliers shall not be liable for performance deficiencies caused or created by Licensee's equipment or the Licensee's site or Licensee's users' equipment and services. Licensor does not warrant that the service or equipment will perform at a particular speed, bandwidth, or data throughput rate; therefore, Licensor and its third-party providers, subcontractors, agents, or suppliers shall not be liable for failure to perform in accordance with any documentation, particular bandwidth, or data throughput rate. Licensor does not warrant that service will be uninterrupted, error-free or completely secure. Licensee makes no other warranties, representations, expressed or implied concerning service, equipment, and software and disclaims warranties of fitness for a particular purpose, merchantability, non-infringement, and any other warranty implied by law.

- d. **Defense and Indemnity.** Licensor shall indemnify Licensee and hold Licensee harmless, and Licensee shall indemnify and hold Licensor harmless (each party being indemnified an "Indemnified Party" and each party providing the indemnity, an "Indemnifying Party"), from and against any and all loss, costs, liabilities, damages, judgments, and expenses, including reasonable attorney's fees, in connection with claims resulting from (i) a breach of any confidentiality provision contained herein or (ii) bodily injury or death of any person; provided, however, that an Indemnifying Party shall not be responsible for the portion of any losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined to have resulted from the bad faith or gross negligence of the Indemnified Party. Except for claims of indemnity, defense or hold harmless as described in this section V(d), Licensee agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be brought no later than twelve (12) months after such claim or cause of action arose or be forever barred.
- e. **Assignment.** Either Party may transfer and assign this Agreement to a successor entity or assignee in the event of the purchase of all or substantially all of the assets or ownership interests of the Party. Written notice shall be provided to the other Party in the event of a sale or merger.
- f. **Notices.** All notices provided in connection with this Agreement will be in writing, and will be delivered by (i) certified or registered mail, postage prepaid and return receipt requested or (ii) courier and will be deemed effective upon receipt at the address set forth above, or (iii) by e-mail with return receipt requested.

IN WITNESS WHEREOF, each of the Parties have caused its duly authorized representatives to execute this Agreement as of the date below.

Licensor**Licensee**

Name: Andrew Laflin

Name: Robin Gomez

Title: President

Title: City Manager

Date: _____

Date: _____

EXHIBIT A



ACLARIAN PRICING MODEL - MONTHLY SUBSCRIPTION

SUBSCRIPTION FEES

Monthly Package	Monthly Rate
Standard Access	\$55 Per User Per Month
Standard Access:	Billing & A/R, Budgeting, Capital Assets, Central Cashiering, Financial Reporting, General Ledger, Interface w/Applications, Payments, Permits & Licensing, Projects & Grants, Purchasing, Task Management, and Treasury Management

BILLABLE SERVICES

Implementation Services	Hourly Rate	Education & Training	Hourly Rate
Senior Consultant/Programmer	Included in Subscription Fee	Senior Consultant	Included in Subscription Fee
Consultant/Programmer	Included in Subscription Fee	Consultant	Included in Subscription Fee
Ongoing Support	Hourly Rate	Future Enhancements	Hourly Rate
Senior Consultant/Programmer	Included in Subscription Fee	Senior Consultant/Programmer	\$120 per hour
Consultant/Programmer	Included in Subscription Fee	Consultant/Programmer	\$90 per hour

ADDITIONAL SERVICES

Automation Services	Rate Per Item	External Websites	Monthly Rate
Auto-Pay ACH Direct	\$0.49	Per Website	\$30 per month
Auto-Pay Digital Payment	\$0.99		
Auto-Pay Mailed Payment	\$1.49		
Automated Notifications - SMS Customer Messaging	\$0.03		
Automated Notifications - Voice Messaging	\$0.09		



ACLARIAN MODULE DESCRIPTIONS - STANDARD ACCESS

Module Name	Included Features
Billing & A/R	Create invoices on customized template with client logo. 'Email Invoice' option automatically sends invoices and reminders to customers via email. Create an online billing and payment web portal for customers to make payments online. Includes automatic GL entries for invoice creation and payment if made online.
Budgeting	Establish relevant budget configurations, such as entity-wide pay increases (COLA), retirement percentages, health insurance amounts per employee, etc. Personnel costs are automatically calculated based on employee data inputs. Customized reporting can be export to PDF, Word, or Excel and used for creating the annual budget document for adoption.
Capital Assets	Perform inventories and scan equipment, vehicles, etc. containing bar codes using a cell phone or tablet. Maintain a picture of the scanned item with record of scan history. Within capital outlay reporting, associate capital asset additions with capital outlay entries and easily identify potentially unrecorded assets. Attach and store equipment and vehicle registration information and repair and maintenance documentation within individual asset records in Aclarian's Asset Management for well-organized status tracking.
Central Cashiering	All customer collections from various billing sources logged in the Central Cashiering module and segregated by user (cashier), which as a strong internal control measure, allows for reliable reconciliation and close out procedures by each cashier.
Financial Reporting	Generate schedules, tables, and statements based on general ledger balances and data from Budgeting, Capital Assets, and other modules as needed that can be used to effortlessly create sections of the Annual Comprehensive Financial Report (ACFR), budget book, or other financial reporting deliverables as requested by the client.
General Ledger	Aclarian's journal entry form includes Excel import option for journal entry line items, allows users to create templates for recurring entries to be saved and later retrieved, and recurring entries can be scheduled with automatic reminders to the assigned user. Aclarian's reporting tool, AG Grid, is a fully-featured and highly customizable JavaScript data grid. It allows for custom filtering, customizable appearance, data export to CSV or Excel, grouping/aggregation, and has a look and feel that is almost identical to data filtering and producing pivot tables in Excel.



ACLARIAN MODULE DESCRIPTIONS - STANDARD ACCESS CONTINUED

Module Name	Included Features
Interface w/Applications	The Aclarian Interface module will display the status of file transfers from external software applications that interface automatically with the Aclarian ERP system typically through API call or SFTP upload. This module can also store additional data from other applications and provide reporting using AG Grid in accordance with user specifications.
Payments	Scan receipts and record itemized transactions in the purchasing/credit card form. Instruct vendors to submit invoices online via a custom-built online Vendor Portal, and the invoice information entered automatically creates an Invoice Approval Form (including attachments). Aclarian's Auto-Pay payment processing service automatically sends vendor payments via mailed check or via electronic ACH, as well as automatically transmit a Positive Pay file to the client's banking institution.
Projects & Grants	Track project and grant activity using assigned project and grant numbers that will be included in the GL string. Easily track revenues and expenses by project and grant through integration with the general ledger. Dictate notes and respond to comments regarding project status within Project/Grant Management; add sub-tasks and close projects and grants through simple form creation. Also included is project burdening via integration with Aclarian Payroll timesheet as projects and grants are created, allowing employees to charge time to applicable projects and grants as applicable.
Purchasing	Purchase Requisition Forms can be customized according to a specific procurement policy (form can require documentation of written bids, quotes, or other documentation for sole source or emergency purchases, etc.). Enable vendors to register to do business with the entity online via a link to the entity's website, which will automatically populate a New Vendor Form. Allow for workflow approval of bids and contracts and manage contract status (such as upcoming expiring contracts and insurance requirements) through Contract Management.
Task Management	Employees can manage tasks ranging from the Finance team preparing for the year end audit to the Public Works and Utilities departments establishing and assigning work orders using custom developed forms to assign to individuals and approvers via workflow. Work Order Forms include Google Maps and Google Earth views when entering property addresses.
Treasury Management	Perform bank reconciliations efficiently within Aclarian's Treasury Management module. Either manually Import transaction files from the bank, or Aclarian can automatically receive daily BAI2 or CSV files directly from the bank containing deposit and withdrawal transactions. Amounts per bank and per GL with matching check numbers, amounts, or other possible unique identifiers will automatically be matched. Complete monthly bank reconciliation forms based on transaction matching results within the Bank & GL Transaction listing.



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Clara VanBlargan, City Clerk
DATE: April 18, 2023
RE: **RFP for City Attorney Professional Legal Services**

Background:

The Board of Commissioners will discuss the RFP for city attorney professional legal services at the April 26, 2023 BOC Workshop Meeting. This item was prepared for that purpose.

Since 2019, the Board of Commissioners discussed going out for an RFP for city attorney professional legal services. Until an RFP was sent out and a city attorney hired through the process, the Board approved an agreement with Thomas J. Trask, Esquire of Trask Daigneault, LLP (Firm) at a BOC special meeting on April 28, 2020 for interim city attorney services. The RFP was delayed. The Board approved an Agreement with Trask Daigneault, LLP at the August 11, 2021 BOC Regular Meeting so they could assist the City in drafting an RFP and related documents to obtain proposals for the Marina high/dry project. The agreement needed to be active to perform that service. The RFP was delayed.

Options

1. If the Board chooses to send out an RFP for city attorney professional legal services, the RFP document attached is made available. It is the same document discussed by the Board in the past and will be revised with current information and the changes the Board decides to make at the workshop. A final RFP will be prepared for approval at the May 10, 2023 BOC Regular Meeting.

The entire RFP process will be conducted in Board of Commissioners meetings. This includes the bid opening, bid selections, interviewing candidates, and appointing and hiring a city attorney. Interim City Attorney Tom Trask is welcome to submit a proposal.

2. If the Board chooses to appoint Attorney Trask to be the city attorney, not on an interim basis, an agreement will need to be approved with him for that purpose.

Attachment(s):

- “draft” RFP for City Attorney Professional Legal Services
- April 28, 2020 BOC Special Meeting Minutes
- August 11, 2021, BOC Regular Meeting Minutes (Pages 12 & 13)
- City Charter, Sections 5.1, Charter Officers, and 5.3, City Attorney

REQUEST FOR PROPOSAL RFP NO. 20-04



CITY ATTORNEY PROFESSIONAL LEGAL SERVICES

REQUEST FOR PROPOSAL

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

Item 4F.

SECTION I – INTRODUCTORY INFORMATION

A. PURPOSE

The City of Madeira Beach invites proposals from experienced and qualified attorneys and/or law firms to provide a full range of municipal legal services serving as the City's legal counsel on a contractual basis.

CITY BACKGROUND & DEMOGRAPHICS

Madeira Beach is a city in Pinellas County, Florida, United States, bordered on the west by the Gulf of Mexico and on the east by St. Petersburg. The City of Madeira Beach had a population of 4,677 as of July 1, 2019. The area is primarily residential with little or no industrial or sizable service businesses. Commercial interests outside the area mostly support residents, and many residents are retirees. Entertainment district John's Pass is located on the Intracoastal Waterway. The city is often referred to by locals as Mad Beach. The City ranks in the upper quartile for Population Density and the lower quartile for Diversity Index when compared to the other cities, towns, and Census Designated Places (CDPs) in Florida. The primary coordinate point for Madeira Beach is located at latitude 27.7981 and longitude -82.7973 in Pinellas County. The formal boundaries for the City of Madeira Beach encompass a land area of 0.98 sq. miles and a water area of 2.28 sq. miles. Pinellas County is in the Eastern time zone (GMT -5). The elevation is 3 feet. The City of Madeira Beach (GNIS ID: 2404988) has a C1 Census Class Code which indicates an active incorporated place that does not serve as a county subdivision equivalent. It also has a Functional Status Code of "A" which identifies an active government providing primary general-purpose functions.

The City contracted with the Pinellas County Sheriff's Office to perform the City's police services, and the City has a unionized 14-person fire department with certification to provide advanced life support services. The City has extensive recreational services and facilities including summer children's camp and afterschool day care. The City is also responsible for public works, roads and streets, parks and parking enforcement and facilities, planning, zoning, community development and code enforcement, sewage treatment, and stormwater management. Administrative responsibilities include finance and accounting, management information services, personnel, risk management, and the city clerk's office. The City provides stormwater services, solid waste, sewage treatment, and reclaimed water utility service to city residents. The water and sewage services are provided by Pinellas County by contract. The City employs 57 regular full-time employees and 18 part-time employees.

Additional demographic information is available from the Comprehensive Annual Financial Report (CAFR) and Budget documents. They are available at <https://madeirabeachfl.gov/finance-department/>.

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

TERMINOLOGY

The requirements contained herein apply to all offers made to the City of Madeira Beach by all prospective Proposers in a Request for Proposal (RFP). It should be noted that the words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.

The words “City Attorney”; “Attorney”; “Company” and “firm” that denote respondents to this proposal are considered interchangeable.

Proposers should prepare a straightforward and concise description of the Proposer’s ability to meet the requirements of the RFP.

PROJECT COORDINATOR

The project coordinators and designated liaison for the City of Madeira Beach City Attorney - Professional Legal Services RFP is:

Robert Daniels, City Manager
Clara VanBlargan, City Clerk
Madeira Beach City Centre
300 Municipal Drive
Madeira Beach, FL 33708

Phone (727) 391-9951, ext. 227

Phone (727) 391-9951, ext. 231

Fax (727) 399-1131

Email: rdaniels@madeirabeachfl.gov

Email: cvanblargan@madeirabeachfl.gov

Please contact either Project Coordinator with questions via written submission (e-mailed or faxed) inquiries regarding this RFP. The City will record its responses to inquiries and, if required, will place any supplemental instructions in the form of written addenda. All written addenda will be issued through the City’s website at <https://madeirabeachfl.gov/current-rfps/>. It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.

CONTACT PROHIBITION

All prospective proposers are hereby instructed NOT to contact any member or employee of the City of Madeira Beach other than the Project Coordinators identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, their submittal package, the City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

Contact by attorneys/firms under existing contracts is limited to the extent such contacts are required to provide services required by that existing contract.

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

Item 4F.

RECEIPT OF PROPOSALS

This proposal package and any addendums may be obtained at <https://madeirabeachfl.gov/current-rfps/>.

The City will receive proposals at the office of the City Clerk, Madeira Beach City Centre, 300 Municipal Drive, Madeira Beach, FL 33708, Attn: City Clerk.

All proposals to be considered shall be received **on or before 2:00 p.m. local time on Monday, _____, 2020** in a sealed envelope clearly marked with your firm's name and **"City Attorney - Professional Legal Services", RFP No. 20-04.**

The complete responsibility for obtaining, completing, and submitting this request for sealed proposals to the City of Madeira Beach (as shown above) shall be solely and strictly the responsibility of the Proposer. Bids will be publicly recorded. Late bids will not be accepted.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer. Proposal documents are exempt from public record for a period of thirty days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

PROPOSAL FORMS (Attached)

All proposals must be submitted with the required forms provided by the City of Madeira Beach and must be signed by an authorized representative of the Company placing the proposal. The Proposer shall submit **one (1) ORIGINAL** and **seven (8) paper copies** of the proposal, with a flash/jump drive containing one file in PDF format of the hard copy of the proposal exactly as submitted

SECTION II – PROPOSAL SCHEDULE

TASKS	DATE
RELEASE RFP No. 20-02	TBD*
LAST DAY FOR ADDENDA QUESTIONS	TBD*
ADDENDUMS (IF ANY) POSTED TO WEBSITE	TBD*
PROPOSAL OPENING 2:00 P.M. LOCAL TIME	TBD*
BOARD OF COMMISSIONERS WORKSHOP MEETING (to establish "short list")	TBD*
EVALUATION & RANKING DATE	TBD*

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

Item 4F.

NEGOTIATION OF TERMS OF FINAL CONTRACT

TBD*

APPROVAL CONTRACT

TBD*

***To Be Determined**

ALL DATES SUBJECT TO CHANGE

SECTION III – TERMS AND CONDITIONS

GENERAL SCOPE OF WORK AND CONDITIONS

In accordance with City Charter, Section 5.3:

The Board of Commissioners shall appoint a City Attorney, upon such terms and for such compensation as the Board of Commissioners shall adopt. The City Attorney shall act as legal advisor to, and attorney for, the City and all of its officers or employees in matters arising out of the performance of their official duties for the City, but the City Attorney, or the City Attorney's law firm, shall not personally represent an elected official in any recall litigation or Florida Commission on Ethics proceeding. However, the elected official is entitled to legal representation in any recall litigation or Florida Commission on Ethics proceeding at the expense of the City.

The City Attorney shall bring and defend or assist in litigation and defense, for and in behalf of the City, all complaints, suits, and controversies in which the City is a party and shall perform such other professional duties as may be required of him by official action of the Board of Commissioners.

The City Attorney shall be an attorney at law, admitted to practice before the highest courts of the State of Florida and the Federal District Court for the Middle District of Florida.

The Board of Commissioners may appoint such assistant City Attorney as they deem necessary. The Board of Commissioners may contract with such other attorneys or firm of attorneys to perform such services on behalf of the City on specialized projects as may be deemed necessary or expedient in the discretion of the Board of Commissioners.

The City Attorney is one of four Charter Officers appointed by the Board of Commissioners and serves at its pleasure. The activities of the City Attorney and his/her staff are coordinated through the Office of the City Manager. The City Attorney shall act as a parliamentarian to the Board of Commissioners by advising the Mayor regarding matters of procedure. The City Attorney provides legal counsel in drafting and implementing ordinances, resolutions and regulations;

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

assists in the drafting and review of the City's Comprehensive Plan and any amendments thereof; renders opinions on legal issues affecting the City; and keeps the Board of Commissioners and City staff informed of new laws or judicial opinions that could affect the City in any way.

The City Attorney attends Commission meetings and may attend Planning Board and Special Magistrate Meetings if necessary. As necessary, the City Attorney may represent the City in court. Specific description(s) of the scope of services desired and the billing methods desired for those services are contained in Section V, *infra*.

INSURANCE REQUIREMENTS

Before performing any work, the firm shall procure and maintain, during the life of the Agreement, the insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and have a financial strength of "A" as rated by A. M. Best."

- 1. Workers Compensation:** Firm shall supply proof of coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$ 100,000 each employee; and \$ 500,000 policy limit for the disease. If your firm is exempt from Workers Compensation, the Proposal must clearly state this.
- 2. Professional Liability Insurance:** Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum of \$ 2,000,000 per occurrence for this project with a \$4,000,000 policy term general aggregate. Occurrence Form is required.
- 3. Comprehensive Commercial General Liability Insurance:** Occurrence from required. Aggregate must apply separately to this Agreement. Minimum \$300,000 each occurrence; \$600,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
- 4. Automobile Insurance:** Firm shall supply proof of commercial policy, or individuals shall supply proof of current auto coverage, to include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Agreement.

The City of Madeira Beach is to be named as an Additional Insured on Comprehensive Commercial General Liability Policy and the Business Auto Policy. Certification of this is required. This means providing the declaration page(s) of

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

the policy showing the limits of coverage and that the City has been designated as an Additional Insured. All policies must provide at least thirty (30) days' notice of non-renewal or cancellation to the Additional Insured. All certificates of insurance must be on file with and approved by the City before the commencement of any work activities under this Agreement.

The firm shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement. Any and all deductibles to the above referenced policies are to be the responsibility of the firm. The firms' insurance is considered primary for any loss, regardless of any insurance maintained by the City. The firm is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

If the selected firm cannot produce the required insurance coverage, the City will cease negotiations with that firm and commence negotiations with the next ranked firm. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

CONTRACT AWARD/TERM OF CONTRACT

The City reserves the right to award one (1) contract to the most qualified firm as determined by the City Commission. The term of the contract shall commence upon signing. It is anticipated that the contract will have an initial period of three (3) years. The contract would be renewable for two (2) year periods. The exact contract and renewal terms are subject to negotiation and can be modified by the City Commission. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are reviewed, accepted, and a contract is executed by all parties.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (M/WBE)

M/WBEs are encouraged to participate in the proposal process. All M/WBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the RFP submission. The M/WBE only applies to prime Proposer.

ASSIGNMENT

The awarded firm shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the Board of Commissioners except that claims for the money due or to become due the awarded Proposer from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

LIABILITY OF FIRM

The firm shall indemnify and hold harmless the City, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the firm's officers, employees, agents, and other persons employed or utilized by the firm in the performance of, or the failure to perform, the Agreement.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

City of Madeira Beach, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act hereby notifies all Proposers that it will ensure that in any decision made pursuant to this advertisement will not be made based upon Proposer's race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status or any other protected status.

Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

SECTION IV – PROPOSAL FORMAT

Proposals are to be submitted accompanied by pertinent information relating to the law firm's experience, qualifications, personnel, availability and capability to provide and perform all the professional services necessary in a complete, effective and timely manner. In addition to the information and documents requested above, each Proposal shall include:

1. Title Page & Table of Contents

List the RFP subject, the name of the attorney/firm, address, telephone number, facsimile, email address, contact person and date. Include a clear identification of the material included in submittal by page number.

2. Identification of Principal and Secondary Representatives:

Provide the names of the persons that will provide the primary professional legal services to the City (as City Attorney) and those that will act in a back-up capacity (as Assistant City Attorney(s)).

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

Provide current resumes of the primary attorney (i.e. City Attorney) and backup(s) (i.e. Assistant City Attorney(s)) who will assume the responsibility under this contract. This information should include relevant academic training and degrees, description of prior experience in law areas described in the scope of services, number of years with the firm, areas of responsibility with the firm, and other background or experience which may be helpful in evaluating this proposal.

Provide at least three (3) contact names, title of person, address, phone number and e-mail address.

3. Qualifications:

The primary designated attorney will have five (5) years experience in the practice of Florida municipal law or related experience. The attorneys other than the primary designated attorney must have a minimum of three (3) years' experience practicing law and representing municipal governments or other related experience. The Firm must be licensed with the State of Florida and be in good standing with the Florida Bar Association. Professional legal services are to be provided on a contractual fee-for-services basis (i.e., a combination of retainers and hourly rates).

4. Reserved Rights

The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City.

The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Proposer to perform the work or services requested. The Proposer upon request shall provide information the City deems necessary in order to make a determination.

The City, in its sole discretion, may retain other attorneys and or legal firms for specialized tasks if it determines such arrangements are in its best interest.

5. Workload:

List any schedule commitments on the part of the primary or back-up designees (e.g. meeting requirements of other municipalities or government entities represented by your firm) that may conflict with the meeting schedule for Madeira Beach.

6. Conflicts of interest

Identify any potential conflicts of interest that the firm might incur while rendering services.

7. Proposed Screened

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

Item 4F.

Pursuant to Subsections 287.133(2) and (3), F.S., all Proposers will submit a form (attached) which certifies they have not been placed on the convicted vendor list following a conviction for a public entity crime.

Firms are advised, and should take into account in the preparation of their Proposal, that the evaluation of the Proposer's qualifications shall include, but is not limited to, consideration of the firm's experience in municipal law and experience, availability, capabilities and hourly billing rate of the primary legal advisor to the City. In addition, the City will take into account the experience, availability, capabilities and hourly billing rates of the backup legal advisor(s) and support personnel to the City in the event that the primary legal advisor is unable to represent the City at any given meeting or on any given matter.

All Proposals will be screened to ensure that all qualifications and requirements of the RFP are met. Per City Code, Section 2-184, Requirements of notice, the City reserves the right to reject any or all bids to waive any technical defects, and to accept any bid which the bidding authority believes to be in the best interest of the city. This request for bids and all bids submitted are subject to the city ordinances, state statutes and federal law.

The Commissioners may conduct oral question and answer (Q&A) discussions with Proposers as deemed necessary, regarding their qualifications, experience, references, and approach in providing the City legal services.

For a proposal to be evaluated and considered, all requested information must be submitted with the proposal. Incomplete proposals will be subject to disqualification.

If selected, a formal contract will be negotiated with the selected firm.

SECTION V – SCOPE OF PROFESSIONAL SERVICES

1. Attendance at all meetings of the Board of Commissioners, Planning Commission, and Special Magistrate meetings when necessary.

The regular meeting schedules are as follows:

**Board of Commissioners (BOC) Meetings – Patricia Shontz Commission
Chambers at City Hall, 300 Municipal Drive, Madeira Beach, FL 33708**

BOC Workshop Agenda Setting Meetings	5:45 PM	Second Wednesday
BOC Regular Meetings	6:00 PM	Second Wednesday
BOC Workshop Meetings	6:00 PM	Fourth Wednesday
Planning Commission	6:00 PM	Second Monday
Special Magistrate/Code Enforcement	2:00 PM	Fourth Monday
Special Magistrate/Variance-Special Exception Use	2:00 PM	Fourth Monday

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

The respective Boards may change the meeting dates and time(s). Meetings scheduled near holidays may be canceled. The number of canceled meetings may vary by year.

The City Attorney shall represent the Board of Commissioners and each of these Boards, (except for Special Magistrate Boards), including City Committee Boards, and to provide appropriate legal advice and/or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings.

The City Attorney shall attend Board of Commissioners Workshop Meetings as needed, City Committee meetings or other meetings as requested by the Board of Commissioners or the City Manager when items under consideration warrant legal input.

2. As requested, the City Attorney will:

Draft and/or review ordinances, charter amendments, resolutions, contracts, and correspondence. Provide legal consultation on some City insurance matters; and provide legal advice or written opinions to City staff on matters related to their official duties. The Public Risk Insurance Agency (PRIA) currently provides the City's automobile liability and general liability insurance coverage. As such, insurance matters are generally coordinated by the Human Resources Coordinator or designee with legal representation provided by PRIA selected attorneys for those cases covered under this policy.

In addition, the City may retain or has retained outside counsel for the following:

- Negotiation of union contracts & other labor matters
- Bond/loan counsel
- Land Use matters
- Collections
- Counsel on certain Confiscated Property Fund matters
- Other specialized matters as appropriate

3. As required by formal authorization of the Board of Commissioners, the City Attorney shall prosecute and defend the City on all civil complaints, suits or controversies in which the City is a party, including Special Magistrate/Code Enforcement and Special Magistrate/Variance-Special Exception Use in certiorari proceedings. Specifically, the City Attorney is responsible for prosecuting and defending the City in a civil action when no counsel is provided by liability insurance or when the City's exposure exceeds its insurance coverage. The City Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution of official duties with the City. When the City's insurance coverage is activated on a given

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

matter, the City Attorney shall cooperate as necessary with the legal counsel designated by the City's liability insurance carrier to ensure that the matter is dealt with in an expedient and professional manner.

4. As requested, the City Attorney will provide the city staff with assistance and legal counsel relating to the acquisition or sale of real property and in the review or preparation of deeds, easements and title searches. All such requests must be coordinated through the Office of the City Manager.
5. As requested by Charter Officers, City staff, Boards or Board of Commissioners, the City Attorney will review situations in which laws, regulations or rules can reasonably be construed to impact the City's interests. All such requests must be coordinated through the Office of the City Manager.
6. The City Attorney is to maintain files and provide the City Manager and/or risk manager and the City Clerk copies of all pertinent pleadings and orders in all litigation that the City Attorney is handling. The City Attorney will provide, as a part of the staff report function during Board of Commissioner meetings, a concise update on litigations & special projects.
7. The City Attorney will perform other legal research and provide legal advice as requested by the Board of Commissioners, Charter Officers or City staff. All such requests must be coordinated through the Office of the City Manager.
8. **FEE PROPOSAL**

Identify in your proposal the methodology to be used for charging the City of Madeira Beach on a monthly basis. Note that the City of Madeira Beach is requesting fees to be submitted for at least one of the following options:

OPTION A – FIXED RETAINER PLUS HOURLY BILLING

Please quote a fixed retainer fee to be charged for general governmental services and the items noted herein that are to be covered by the retainer. Clearly note any items listed above that your firm would not provide as part of the retainer duties and prefer to bill on an hourly basis. Please be specific.

Also state separately the rate(s) for any other cost items proposed to be itemized and billed (i.e. photocopying, Westlaw, or Lexis fees, overhead factor, etc.). Please be specific.

If there are any services routinely performed at no cost, list those services.

OPTION B - HOURLY FEES FOR ALL WORK WITHOUT A RETAINER

Please quote the dollar amount of hourly fees and costs your firm will charge for providing legal services to the City covered by your proposal.

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

For the hourly fees portion of your proposal, please identify the hourly rate of each attorney and support personnel. Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference.

Also state separately the rate for any other cost items proposed to be itemized and billed (i.e. photocopying, Westlaw, or Lexis fees, overhead factor, etc.).

If there are any services routinely performed at no cost, list those services.

OPTION C - PROPOSER'S CHOICE

Use any combination of retainer and hourly rates that you choose to deliver the requested services.

FOR ALL OPTIONS:

Feel free to attach additional sheets to note:

- Any "retainer" items that will not be provided as part of the retainer fee but rather billed on an hourly basis
- Description of other cost items, if needed, - be specific.
- Any other items related to fees that you feel are pertinent in the consideration of your proposal

The details will be negotiated but the preference is for a fixed monthly fee covering telephone calls, ordinances drafted, letters written, and meeting attendance.

Each monthly bill for services and costs should be submitted directly to the City Manager's office in a form that includes, at a minimum, the following information by billable increment (i.e. tenths of an hour; quarter of an hour):

Date of Service	Description of Service Specifying City Department, Board, Case or Issue	Name of Person Requesting Work	Person Who Performed Service	Hourly Rate of Person Who Performed Service	Time Spent x Hourly Rate = Cost or Flat Rate/Retainer
-----------------	---	--------------------------------	------------------------------	---	---

Different services performed on the same day (e.g., research, drafting, meetings, etc.), will be listed separately.

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

The description of service should permit the City to perform a meaningful analysis of the services provided. For example, "legal research" or "telephone conference" is not an acceptable description of services. The subject matter of a telephone call and its participants or the research performed, and the purpose thereof must be specified.

PLEASE NOTE (ALL OPTIONS):

The City will not pay for meals, travel time, and mileage for any of the above options, absent express advance permission. If circumstances require an exception to the above, such travel expenses will be reimbursed in accordance with prudent industry standards with advance input from the City.

If there are any services routinely performed at no cost, list those services. Details regarding the authorization of work & billing of reimbursable expenses will be addressed in the contract. In general, travel, vehicle expenses or meals in connection with routine services are **not** reimbursable.

The firm will be required to accept the payment method (e.g. credit card/e-payables or other) selected by the City. This will be addressed in the contract.

SECTION VI – EXPERIENCE, QUALIFICATIONS & REFERENCES (CITY ATTORNEY/FIRM AND PROPOSED STAFF)

Provide a current resume of the primary attorney who will assume the responsibility under this contract. This information should include relevant academic training and degrees, description of prior experience in law areas described in the scope of services, number of years with the firm, areas of responsibility with the firm, and other background or experience which may be helpful in evaluating this proposal (board certifications; experience in advising entities on Florida Sunshine and public records law, legislative and quasi-judicial bodies; experience with employment issues, experience with land use regulations, experience and success record of advocacy in mediation and arbitrations; litigation experience and track record, municipal or other public sector experience or any other relevant experience and training.)

Provide the information above for the proposed back-up legal representative(s) for the City and for any other personnel, if appropriate.

LITIGATION

Provide a list of all judgments or lawsuits against each attorney and/or the firm in the last five (5) years, including the nature of the lawsuit and the resolution thereof. Provide a list of all lobbyist(s) employed by your firm and areas in which they lobby.

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

Provide a list and explanation of any ethics complaints filed against each attorney and/or the firm or any attorney proposed under this solicitation by the Florida Bar Association or any relevant State regulatory agency within the past ten (10) years.

CONFLICT OF INTEREST/ETHICAL CONSIDERATIONS

List any clients you currently represent that could cause a conflict of interest with your responsibilities to the City. Describe how you would be willing to resolve these or any future conflicts of interest.

List any potential conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, clients, or any other entities.

Provide a list of other municipalities or other governmental entities currently being represented by the firm or attorney(s) proposed under this solicitation.

LOCATION

Provide the address of the primary office that will be providing legal services to the City. Provide a list and description of ownership, office location, and principal office where the majority of the City's work will be performed and contact information.

AWARD CRITERIA:

The Board of Commissioners shall be the sole judge as to the merits of the proposal(s), and the resulting agreement. The City's decision will be final.

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

Item 4F.

SECTION VII – PROPOSAL SIGNATURE & REQUIRED FORMS

REQUIRED FORMS INCLUDED IN RFP DOCUMENT

- **PROPOSAL ACKNOWLEDGEMENT**
(It **Must** be signed by an authorized agent.)
- **PUBLIC ENTITY CRIME STATEMENT**
- **NON – COLLUSIVE AFFIDAVIT**
- **STATEMENT OF ORGANIZATION**

OTHER REQUIRED FORMS

- Provide **IRS Form W – 9** (available at IRS website)
- Proposer must be registered with the State of Florida to perform the professional services required for this proposal. A copy of Registration **must** be included with submission.
- If Proposer is claiming MBE/WBE status a copy of the certificate from Department of Management Services **must** be included with submission.

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

Item 4F.

PROPOSAL ACKNOWLEDGEMENT

Company/Firm Name _____

Address: _____

City: _____

State & ZIP _____

Telephone _____

Email _____

Type of Business (Corporation, Partnership, Other (Specify): _____

Tax ID number (FEIN): _____

Certification

The undersigned hereby confirms as follows:

1. I am a duly authorized agent of the Law Firm submitting the proposal;
2. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.

Signature of authorized agent

Date

Printed Name

Title of Agent

Proposals without the manual and original signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for selection.

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

PUBLIC ENTITY CRIME STATEMENT

Item 4F.

PUBLIC ENTITY CRIMES

Pursuant to Subsections 287.133(2) and (3), F.S., “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

I, _____, being an authorized
representative of _____,
located at _____ City: _____

State: _____ Zip Code: _____, have read and understand the contents
above.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2020,
by _____
who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

Item 4F.

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

SS.

Before me, the undersigned authority personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. _____ He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the offeror/Proposer that has submitted the attached proposal;
2. _____ He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. _____ Such proposal is genuine and is not a collusive or sham proposal;
4. _____ Neither the offeror/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, CITY ATTORNEY/FIRM, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any offeror, CITY ATTORNEY/FIRM, or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal work.

Signed, sealed and delivered this _____ day of _____, 2020.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2020, by _____ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL.

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

Item 4F.

STATEMENT OF ORGANIZATION

Page 1 of 3

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Proposer is an **INDIVIDUAL**:

Individual's Name: _____

D/B/A: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If the Proposer is a **PARTNERSHIP** and **Limited Liability Company**
(Provide names and signatures of all partners):

Company Name: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

(Attach additional sheets if necessary)

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

STATEMENT OF ORGANIZATION

Item 4F.

Page 2 of 3

If the Proposer is a **CORPORATION**:

Corporation Name: _____

State of Incorporation: _____ CORPORATE SEAL _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If Proposer is a **JOINT VENTURE**:

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

Item 4F.

STATEMENT OF ORGANIZATION

Page 3 of 3

If the Proposer is **ANY OTHER BUSINESS ENTITY**:

Please list all pertinent organizational information similar to the above requested information, including.

Type of Entity: _____

Entity Name: _____

Registration/Originating State: _____

Entity Address: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____



MINUTES
BOARD OF COMMISSIONERS
SPECIAL MEETING
APRIL 28, 2020
3:00 P.M.

A special meeting of the City of Madeira Beach Board of Commissioners was held at 3:00 p.m. on April 28, 2020, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: John Hendricks, Mayor
Doug Andrews, Vice Mayor/Commissioner District 3
Hellen "Happy" Price, Commissioner District 1
Nancy Hodges, Commissioner District 2
John Douthirt, Commissioner District 4 (via telephone)

MEMBERS ABSENT:

CITY STAFF PRESENT: Robert Daniels, City Manager
Clara VanBlargan, City Clerk
Patty Kordis, Deputy Clerk
Ralf Brookes, City Attorney (via telephone)

1. CALL TO ORDER

Mayor Hendricks called the meeting to order at 3:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll.

3. PUBLIC COMMENT

Mayor Hendricks opened to public comment. There were no public comments.

4. ITEMS FOR DISCUSSION

A. Approval of a Contract for Interim City Attorney Professional Legal Services – Board of Commissioners

Vice Mayor Andrews motioned to approve the contract for interim city attorney professional legal services. Commissioner Hodges seconded the motion.

Roll Call:

April 28, 2020, BOC Special Meeting Minutes

Page 1 of 3

Vice Mayor Andrews	"YES"
Commissioner Hodges	"YES"
Commissioners Price	"YES"
Commissioner Douthirt	"NO"
Mayor Hendricks	"YES"

The motion carried 4-1.

B. Resolution 2020-08, Amnesty Program for the Marina – Robert Daniels

City Manager Robert Daniels reviewed the item.

City Clerk Clara VanBlargan read Resolution 2020-08 by title only.

Deputy Clerk Patty Kordis distributed a copy of the applications received for assistance through the Marina amnesty program.

Mayor Hendricks asked if the applications had been verified, and the City Manager explained yes.

The Board reviewed the applications, and the City Manager responded to questions and comments. The Board agreed to provide the assistance for one month, and if something should happen differently than what they had expected, they could revisit it.

Commissioner Hodges motioned to approve Resolution 2020-08, Amnesty Program for the Marina. Commissioner Price seconded the motion.

ROLL CALL:

Commissioner Hodges	"YES"
Commissioner Price	"YES"
Commissioner Douthirt	"NO"
Vice Mayor Andrews	"YES"
Mayor Hendricks	"YES"

The motion carried 4-1.

C. Approval of RFP for City Attorney Professional Legal Services (RFP to be provided before the meeting) – Robert Daniels, City Manager; Clara VanBlargan, City Clerk

The Board discussed the RFP for city attorney professional legal services, and Vice Mayor Andrews suggested tabling the item until sometime in June.

Vice Mayor Andrews motioned to table the RFP for city attorney professional legal services and to discuss it again sometime in June. Commissioner Hodges seconded the motion.


ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Hodges	"YES"
Commissioner Douthirt	"NO"
Commissioners Price	"YES"
Mayor Hendricks	"NO"

The motion carried 3-2.

5. ADJOURNMENT

Mayor Hendricks adjourned the meeting at 3:24 p.m.


John B. Hendricks, Mayor

ATTEST:


Clara VanBlargan, MMC, MSM, City Clerk

9. UNFINISHED BUSINESS

10. CONTRACTS/AGREEMENTS

A. Agreement between the City of Madeira Beach and Trask Daigneault, LLP for City Attorney Services - Assistance in drafting an RFP and related documents for the purpose of obtaining proposals for the Marina High/Dry project - City Attorney Thomas Trask

City Attorney Tom Trask said at a recent Commission meeting there was direction to the City Manager and staff to begin working on an RFP for the Marina project. Their firm has an expert in that field who has done numerous of them. It should be considered a special project as defined under their agreement as complex in a complicated matter. He cannot give an estimate of the time. It depends upon how City staff works with it and how the consultant works with the attorney. If it is a special project, his contract requires that he get approval from the Board to do it.

Commissioner Andrews said that when discussing going out for an RFP to construct a high and dry facility, they had agreed to do an RFP if they are not spending any more money. They just put \$50,000 into a feasibility study for the project. He does not know if they normally go to outside vendors to write RFPs for the City. If it is a special project and they cannot put together an RFP without the help of Mr. Trask and another attorney with the firm, he is okay with it, but it changes the parameters of what they spoke about. It also goes against what they do on a day-to-day basis. Each department is supposed to write its own RFPs. If there are no people in those departments who can write an RFP for their projects, they need new people. He does not like going outside if they do not have to.

Mayor Hendricks said he has only been in the seat for a little over the year and came to a lot of Commission meetings beforehand and has not seen it. He asked how they got to the point of having an attorney write it. The City Manager explained they do a legal review on RFPs that are complicated. The City Attorney does not charge for the legal review. The plans are to write it, but with it being a turnkey concept of public/private partnership in some manner like a lease, there are some legalities that he wants to make sure they are protected on, which is how they got to the point of where they are now.

Mayor Hendricks asked for a ballpark figure of what it would cost. The City Attorney said about \$3,000 to \$4,000 based on the number of hours. There are about 20 hours currently on it. The rate charged is the same as what the previous city attorney charged, which is the same rate he came in on. The estimate is a guess.

Vice Mayor Price said it is complicated, and she would not expect a director to write it other than doing the first draft. The legalities that need to be written in it need to be done by an attorney. She does not want to risk missing something that would cost them a lot more than \$4,000 to fix. As long as the attorney doing it has some type of format, he can share with staff to help get it right the first time; she has no problem with it because it is so complicated. It is a two-part thing, a Marina and possibly a restaurant. She is for it because she would rather not put out something and then pull it back, making them look unprofessional.

Mayor Hendricks said he was not satisfied with the feasibility study and asked if they had already fully paid Cardno. The City Manager will check on it.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Price motioned to agree to the agreement between the City of Madeira Beach and Trask Daigneault, LLP for assistance in drafting the RFP and related documents for the high and dry project. Commissioner Hodges seconded the motion.

ROLL CALL:

Vice Mayor Price	"YES"
Commissioner Hodges	"YES"
Commissioner Hutson	"YES"
Commissioner Andrews	"NO"
Mayor Hendricks	"YES"

The motion carried 4-1.

10. NEW BUSINESS

A. Resolution 2021-11, FY 2021 Budget Amendment – *Andrew Laflin, Financial Consultant*

RESOLUTION 2021-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2021 (BEGINNING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021) BY INCREASING THE GENERAL FUND, MARINA FUND, AND BUILDING FUND REVENUES OR USE OF AVAILABLE FUND BALANCE OR NET POSITION AND APPROPRIATIONS FOR EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE

Financial Consultant Andrew Laflin reviewed the item. Due to circumstances not anticipated during the budgeting process, certain budgeted adjustments are needed within the Marina Fund, Building Fund, Recreation, and Legal Services within the General Fund. He explained the following:

- Within the Marina Fund, fuel, propane, and store purchases were initially budgeted as expenditures within the FY 2021 operating budget. This amendment will revert these balances to contra-revenues and remove them from the operating expense budget. Also, a capital request for electrical improvements to the marina generator is included in the amendment for the Marina Fund.

Section 5.1 - City Clerk, City Attorney, City Manager and City Treasurer; Charter Officers.

There shall be appointed a City Clerk, City Attorney, City Manager and City Treasurer who shall serve at the pleasure of the Board of Commissioners and said officers shall be considered "Charter Officers".

Section 5.3 - City Attorney.

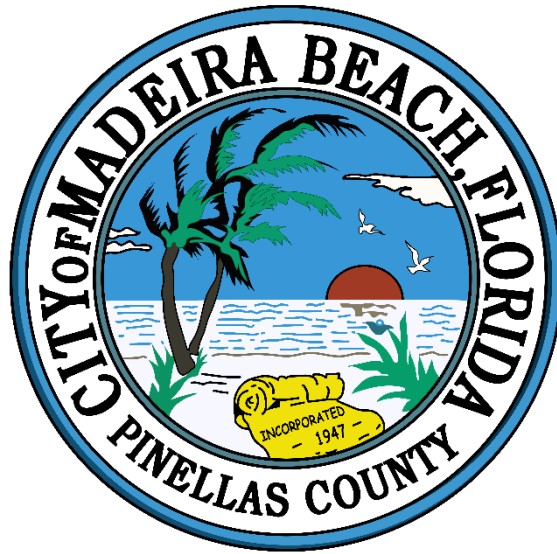
The Board of Commissioners shall appoint a City Attorney, upon such terms and for such compensation as the Board of Commissioners shall adopt. The City Attorney shall act as legal advisor to, and attorney for, the City and all of its officers or employees in matters arising out of the performance of their official duties for the City, but the City Attorney, or the City Attorney's law firm, shall not personally represent an elected official in any recall litigation or Florida Commission on Ethics proceeding, however, the elected official is entitled to legal representation in any recall litigation or or Florida Commission on Ethics proceeding at the expense of the City.

The City Attorney shall bring and defend or assist in litigation and defense, for and in behalf of the City, all complaints, suits and controversies in which the City is a party and shall perform such other professional duties as may be required of him by official action of the Board of Commissioners.

The City Attorney shall be an attorney at law, admitted to practice before the highest courts of the State of Florida and the Federal District Court for the Middle District of Florida.

The Board of Commissioners may appoint such assistant City Attorney as they deem necessary. The Board of Commissioners may contract with such other attorneys or firm of attorneys to perform such services on behalf of the City on specialized projects as may be deemed necessary or expedient in the discretion of the Board of Commissioners.

(Ord. No. 2018-09, § 1, 8-20-2018)



City of Madeira Beach

Request for Qualifications RFQ **No.** TBD

Continuing Engineering Consultant and Urban Design Services

Due by 3:00 pm TBD
City Hall
300 Municipal Drive
Madeira Beach, Florida 33708

Request for Qualifications For Continuing Engineering Consultant and Urban Design Services

1. PURPOSE & INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is for The City of Madeira Beach to receive responses from qualified firms capable of providing Engineering Services for public works projects and firms capable of providing Consulting Services for assistance with various planning efforts pursuant to, and in compliance with, the requirements of F.S. 287.055.

The city will be selecting **up to two (2)** firms to serve as Engineer of Record for a three (3) year term with two (2) one year extension options. The consulting firm shall assist the City towards solutions to engineering problems and designate the approach or technique to be used towards accomplishment of the City's objective for each project or assignment. The firm's services may include, but not be limited to, planning, design, surveys, reviews, construction specifications, construction observation, and permitting. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster.

Engineering Firms must demonstrate in-house competence in the following areas:

- Roadway Design
- Stormwater Drainage and Inspection (with coastal communities)
- Pavement Management
- Landscape Architectural Services
- Park Design (active, passive and coastal)
- NPDES Services (including field inspection services)
- Water Quality Monitoring
- Stormwater Utility Services
- FDOT, FDEP, USACE, and SWFWMD
- FEMA Hazard Mitigation Grant Contract/Construction Administration

Engineering Firms Team must demonstrate competence in the following areas:

- Structural Engineering
- Architectural Services
- Bridge Inspection and Design
- Surveying
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems Programming
- FDOT Local Agency Program (LAP) Projects

General Engineering Services to include (but not limited to) design and consultation services for the following upcoming projects:

- Roadway Rehabilitation and Reconstruction
- Roadway Design
- Sidewalk and Curb Construction
- Parks and Parkway Improvements
- Lift Station Rehabilitation
- Sanitary Sewer Pipe Installations
- Bridge Repairs
- Roof Replacements/Repairs
- Stormwater Improvements
- Reclaimed Water Pipe & Service Line Replacements
- Seawall Repairs and Reconstruction
- Facility Design and Commissioning

- Environmental Assessments
- Structural Analysis
- Plan Review
- FDEP NPDES MS4 Permit Services
- Marina Facilities
- Rate Studies for City Provided Services
- FEMA Hazard Mitigation Grant Administration

Additional services may include, but are not limited to community outreach, multimodal planning, urban/landscape design, architectural renderings, design guidelines, comprehensive planning, impact fee structures, transportation planning, economic development, “green” initiatives, and land development code amendments. The following accreditations of each firm’s employees or sub-consultants are highly desirable: AICP, AIA, ASLA, or LEED certified professionals.

Consultant Team Firms should also illustrate experience with some or all the following projects:

- Multimodal design: public and private realm design graphics for pedestrian, bicycle, transit, and vehicular use; Street-level renderings and visuals; Land Development code amendments that support multimodal design.
 - “Smart code” calibration or form-based code writing.
- Multimodal transportation districts (data and analysis, technical report, comprehensive plan amendment).
 - Transportation modeling.
- Reviewing traffic studies submitted as part of site plan approval.
- Impact fee studies.
- Urban design and design guidelines.
- Assistance with planning-related public outreach and workshops, including but not limited to design charrettes.
- Analysis of planning data.
- “Green” (LEED or FGBC) site design standards, land development code regulations

The selected consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects. The City reserves the right to issue separate contracts for specific services at the city’s sole discretion.

2. CALENDER OF EVENTS

- Request for Qualifications (RFQ) release: September 17 , 2018 TBD
- RFQ submittal date, no later than 3:00 PM: October 1, 2018 TBD
- Evaluation committee review: October 2, 2018 TBD
- Evaluation committee recommendation: October 2, 2018 TBD
- Interviews (**if necessary**): October 5, 2018 TBD
- Selection/recommendation to Commissioners for award: November 5, 2018 TBD

3. QUALIFICATIONS

Statements of Qualifications will be considered from firms normally engaged in implementing the service requested. The responding firm shall present their statement of qualifications as outlined in the submission of submittals section of this document. Respondents must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City of Madeira Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of Madeira Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all

Statements of Qualifications where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

4.SUBMISSION OF SUBMITTALS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in the Statement firm's submission being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of Madeira Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the Respondent.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person and date, e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Project Specific Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of project team and describe communication processes to be used within the project team. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit six (6) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are like those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has been awarded and provided services for five (5) contracts to other local governments similar to this contract within the last five (5) years.
 - o References shall include:
 - o Client name, address, phone number, e-mail address.
 - o Description of the scope of the work.
 - o Month and Year the project was started and completed.
 - o Total cost and professional service fees paid.
 - o Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with insurance requirements section included in this RFQ.

Attachments (additional exhibits) to the proposal are acceptable; however, any attachments provided do not take the place of the written proposal requirements as listed above. Full resumes are to be attached as exhibits to the proposal.

5. CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Qualifications in writing to the following City representative. Questions must be submitted by (5) days prior to the proposal due date.

Megan Wepfer
 Madeira Beach Public Works Director
 300 Municipal Dr.
 Madeira Beach, Florida 33708
 Phone: (727) 391-9951 Ext 401
 E-Mail: mwepfer@madeirabeachfl.gov

6. SUBMITTAL PROCEDURES:

Firms shall submit four (4) original submittal, four (4) copies and one electronic copy (USB- PDF Format). Responses must be submitted by the date and time indicated below. Statements of Qualifications not submitted by that time will be refused. Statements of Qualifications shall not be valid unless sealed in a single envelope or box marked:

“Continuing Engineering Consultant and Urban Design Services” and received by:

City of Madeira Beach City Clerk’s Office
 300 Municipal Drive
 Madeira Beach, FL 33708

Request for Qualifications will be received until 3:00PM on Thursday, January 31st, 2013, at the office of the City Clerk, City of Madeira Beach, Florida 33708. TBD

7. EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's submission based upon the criteria stated in this Request for Qualifications and the ability to execute the services. The top firms may be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firms that the city considers most qualified. The successful Firm(s) will be requested to enter negotiations to produce a contract for this assignment. The City reserves the right to negotiate modifications to Statements of Qualifications that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Firms will be evaluated in accordance with the weighted criteria listed below. All criteria will be graded on a 1-5 scale, with 1 being the lowest score possible and 5 being the highest score. Criteria will also be weighted based upon each individual reviewer’s determination of level of importance. Criteria will be weighted on a 1-10 scale, with 1 being not as important and 10 being the most important criteria.

Selection Criteria are as follows:

- Qualification of the Project Team
- Qualification of Prime Consultants designated Project Manager
- Qualification of Prime Consultants designated Project Professional Engineer
- Qualifications of the Sub-Consultants
 - Firm’s Experience Working on Public Works Projects (Streets, Sidewalks, Curbs, Sanitary, Storm, Reclaimed, Buildings, Parks, Seawalls)
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm’s competence in the design/engineering focuses requested by the city

- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts
- Consultants demonstrated understanding of the City of Madeira Beach's infrastructure
- Location of Firm

8. CITY RESERVES THE RIGHT TO REJECT ALL BIDS

The City reserves the right to reject all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the City. The City of Madeira Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

9. DESIGNATED CONTACT

The awarded firm 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 Contract.

10. INSURANCE REQUIREMENTS

Include in Qualifications proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

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 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 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

11. 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.

12. ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations 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 of Madeira Beach will apply.

13. PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract and Florida Statutes chapter 119. These records shall be kept in accordance with generally accepted accounting methods, and the City of Madeira Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

14. DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

15. NO COLLUSION

By offering a submission to this Request for Qualifications, 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 principals(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.

16. 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 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.

17. 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 City Commission, 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.

18. TAXES, FEES, CODES, LICENSING

The Consultant 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.

19. COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

20. ATTACHMENTS

Design Services Agreement CONSULTANT shall provide CITY consulting, engineering, or design services in accordance with this Agreement

Florida Public Entity Crimes Act Prior to, and during the term of any contract with the City, the City requires that CONSULTANT shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., attached hereto as Exhibit A.

Drug Free Workplace Certification CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2018, by and between the CITY OF MADEIRA BEACH, FLORIDA, (hereinafter referred to as “CITY”), and _____, a Florida Corporation (hereinafter referred to as “CONSULTANT”).

WHEREAS, CITY desires to engage a firm to provide professional consulting, engineering OR design services for the project hereafter described;

WHEREAS, CITY desires to engage CONSULTANT to provide consulting, engineering and design services upon the Scope of Services to be issued subsequent to the execution of this agreement;

WHEREAS, CONSULTANT is qualified and able to provide the services described herein;

WHEREAS, this agreement has been properly approved by the appropriate authority for CITY and CONSULTANT.

NOW, THEREFORE, for an in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - PROJECT

1.1 PROJECT

CONSULTANT shall provide CITY consulting, engineering, or design services in accordance with this Agreement and as more particularly described in the Scope of Services hereafter issued to CONSULTANT by CITY in accordance herewith (hereinafter “SERVICES”). The SERVICES shall be provided for the project more particularly described in the Scope of Services hereafter issued to CONSULTANT by CITY in accordance herewith.

1.2 PROJECT TERM AND PARAMETERS

1.2.1 CONSULTANT shall serve as the CITY’s Engineer of Record for a three (3) year term with two (2) one year extension options. 1.2.2. The consulting firm shall assist the City towards solutions to engineering problems and designate the approach or technique to be used towards accomplishment of the City’s objective for each project or assignment. The firm’s services may include, but not be limited to, planning, design, surveys, reviews, construction specifications, construction observation, and permitting. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster.

1.2.3 Each individual engineering PROJECT may be competitively bid in phases or on a specific engineering project basis. The budget for each phase of the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT executed pursuant hereto. CONSULTANT acknowledges that the PROJECT is publicly funded and budgeted and that fiscal constraints may cause CITY to change the scope or size of the PROJECT, or any phase thereof, or terminate the PROJECT in its entirety. If the PROJECT is adjusted, CONSULTANT’S compensation shall be adjusted as provided herein. CONSULTANT shall designate, in writing, a representative to act for CONSULTANT on the PROJECT, to receive notices and communications from CITY. Additional representatives may be designated in a Scope of Services to have primary responsibility for any particular phase of the PROJECT, but the PROJECT representative shall have primary overall responsibility for the PROJECT.

ARTICLE II - SERVICES

2.1 SCOPE OF SERVICES

2.1.1 CONSULTANT shall provide overall concept plans, architectural designs, drawings, specifications, review, advice, mapping, planning, landscape architecture, environmental services, engineering designs, construction phase services, construction inspections, and public input services relative to the PROJECT in accordance with the applicable Scope of Services set forth below.

Engineering Firms must have demonstrated In-house competence in the following areas:

- Roadway Design
- Stormwater Drainage and Inspection (with coastal communities)
- Pavement Management
- Landscape Architectural Services
- Park Design (active, passive, and coastal)
- NPDES Services (including field inspection services)
- Water Quality Monitoring
- Stormwater Utility Services
- FDOT, FDEP, USACE, and SWFWMD
- FEMA Hazard Mitigation Grant Contract/Construction Administration
- FEMA and Floodplain Code and Ordinance Compliance

Engineering Firms Team must have demonstrated competence in the following areas:

- Structural Engineering
- Architectural Services
- Bridge Inspection and Design
- Surveying
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems Programming
- FDOT Local Agency Program (LAP) Projects

General Engineering Services to include (but not limited to) design and consultation services for the following upcoming projects:

- Roadway Rehabilitation and Reconstruction
- Roadway design
- Sidewalk and Curb Construction
- Parks and Parkway Improvements
- Lift Station Rehabilitation
- Sanitary Sewer Pipe Installations

- Bridge Repairs
- Roof Replacements/Repairs
- Stormwater Improvements
- Reclaimed Water Pipe & Service Line Replacements
- Seawall Repairs and Reconstruction
- Facility design and commissioning
- Environmental Assessments
- Structural Analysis
- Plan Review
- FDEP NPDES MS4 permit services
- Marina Facilities
- Rate Studies for City provided services
- FEMA Hazard Mitigation Grant Administration

Additional services may include, but are not limited to some or all the following projects:

- Multimodal design: public and private realm design graphics for pedestrian, bicycle, transit, and vehicular use; Street-level renderings and visuals; Land Development code amendments that support multimodal design.
- “Smart code” preparation, calibration or form-based code writing.
- Multimodal transportation districts (data and analysis, technical report, comprehensive plan amendment).
 - Transportation modeling.
- Reviewing traffic studies submitted as part of site plan approval.
- Impact fee studies.
- Urban design and design guidelines.
- Assistance with planning-related public outreach and workshops, including but not limited to design charrettes.
- Analysis of planning data.
- “Green” (LEED or FGBC) site design standards, land development code regulations

2.1.2 - The consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects.

2.1.3 - The City reserves the right to issue separate contracts for specific services at the city’s sole discretion

2.1.4 - The following accreditations of each firm’s employees or sub-consultants are highly desirable: AICP, AIA, ASLA, or LEED certified professionals.

2.1.5 - The selected consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects.

2.1.6 - The City reserves the right to issue separate contracts for specific services at the city's sole discretion.

2.1.7 - One or more Scope of Services for SERVICES on the various phases of the PROJECT shall be submitted by CONSULTANT, and upon written approval by CITY, shall be incorporated herein.

2.1.8 - The SERVICES shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Work Schedule incorporated within the Scope of Services.

2.2 PROJECT STUDY AND DESIGN SERVICES

As specifically authorized by a Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

2.2.1 CONSULTANT shall conduct planning, engineering, field testing, investigations, and studies, and prepare engineering reports and cost estimates, pertaining to the PROJECT. CONSULTANT shall prepare the detailed design for any phase of the PROJECT that has been approved by CITY. The detailed design shall include detailed construction drawings, specifications, and contract documents suitable for inviting construction bids for each phase of the PROJECT. The SERVICES shall include the preparation of an estimate of probable cost of construction based upon completed construction plans. One (1) set of reproducible drawings and an electronic version and the number of complete sets of drawings, specifications and contract documents set forth in the Scope of Services shall be submitted to CITY by CONSULTANT for each phase of the PROJECT. When CADD software is used on the PROJECT, CONSULTANT shall submit a copy of all drawing files on computer disc or CD ROM, as specified by CITY, in addition to the reproducible drawings.

2.2.2 CONSULTANT shall prepare, when requested by CITY, Design Reports for Immediate Action Improvements. Immediate Action Improvements shall include phases of a smaller nature with minimal construction costs, as outlined in the Scope of Services. Such Design Reports shall set forth the design bases, criteria, assumptions, schematics, materials, description, and equipment evaluation and preliminary selection thereof, with capacities, and such other information and material as may be appropriate to thoroughly describe the intended design. Public participation shall be utilized as appropriate and identified in the Design Report. A minimum of one (1) copy of each Design Report shall be submitted to CITY's representative. CONSULTANT shall not proceed with detailed project design until such time as CITY approves the Design Reports for said Immediate Action Improvement.

2.2.3 CONSULTANT shall confer, as authorized, with officials of state, federal and local agencies having jurisdiction over the PROJECT, during the preparation of the drawings and specifications, and shall assist CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies. CONSULTANT shall research the availability of, and obtain, existing records, reports, maps, plans, aerial photographs, surveys, and other data from other agencies for use on the PROJECT.

2.2.4 CONSULTANT shall review laws, codes and regulations applicable to the PROJECT, and shall incorporate all legal requirements, and requirements of government agencies having jurisdiction over the PROJECT, into the design thereof.

2.3 ENGINEER SERVICES

As specifically authorized by the Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

2.3.1 CONSULTANT shall furnish a chief resident engineer or construction observer for observation of construction, and assistants (including other field staff, related office management and clerical staff) as may be needed. All of which shall be under the general direction and instruction of the CONSULTANT.

2.3.2. CONSULTANT shall arrange for and accompany CITY officials in partial payment and final payment inspections of the construction as may be authorized to ensure that the Work is completed as invoiced.

2.4 SCHEMATIC DESIGN

2.4.1 CONSULTANT shall prepare Schematic Designs for review with CITY and other design professionals on the PROJECT, in accordance with the approved Scope of Services for the PROJECT.

2.4.2.

CONSULTANT shall work with CITY and the other design professionals on the PROJECT to define the PROJECT construction, improvement, and renovation, and to provide design assumptions, which facilitate preparation of an estimate of construction cost. CONSULTANT shall obtain CITY's approval prior to proceeding with Design Development.

2.5 DESIGN DEVELOPMENT

2.5.1 CONSULTANT shall provide engineering design development documents for the PROJECT that shall include drawings and material specifications. Material specifications shall be in outline format. Design development drawings shall be submitted by CONSULTANT in accordance with the approved Scope of Services for the PROJECT.

2.5.2. CONSULTANT shall develop the Design Development documents in consultation with CITY, and in coordination with the other design professionals on the PROJECT to ensure coordination of PROJECT design, material quality and construction budget. At the close of the Design Development phase, CONSULTANT shall obtain CITY's approval prior to proceeding with construction documentation.

2.6 CONSTRUCTION DOCUMENTS

2.6.1 CONSULTANT shall prepare engineering construction documents for the PROJECT, including all drawings and specifications reasonably required by normal industry practice to support the construction, in accordance with the approved Scope of Services for the PROJECT.

2.6.2 During the course of construction the contractor and/or Engineer shall keep at site a set of markup prints indicating changes from original drawings. Drawing will be available for review by Engineer. Mark-up prints shall be used by the Engineer to prepare two (2) sets of as-builts as record of all construction revisions. Two sets of as-built drawings will be provided to the City at no extra cost.

2.7 BIDDING

2.7.1 CONSULTANT shall provide reproducible copies of Construction Documents, attend one (1) pre-bid meeting, provide efficient and prompt communications with all bidders, attend one (1) bid opening, and provide continuity of PROJECT management. The construction contract shall be on a form provided by CITY with recommendations from CONSULTANT as to the content thereof. CONSULTANT shall provide bid documents to prospective bidders. CONSULTANT shall respond to questions from prospective bidders, as necessary.

2.7.2 If the budget for any phase of the PROJECT is exceeded by the lowest bona fide and qualified bidder, without further compensation to CONSULTANT, CITY shall:

2.7.2.1 provide written authorization for an increase in the budget;

2.7.2.2 authorize rebidding of the phase of the PROJECT, within a designated time period;

2.7.2.3 terminate that phase of the PROJECT; or

2.7.2.4 revise the scope of that phase of the PROJECT as required to reduce the cost of the work.

2.8 CONSTRUCTION ADMINISTRATION

2.8.1 In no event shall CONSULTANT visit the site less than once a week. CONSULTANT shall report to CITY on the progress and quality of the work and whether such work is proceeding in accordance with the Contract Documents. Such reports shall be made to the City Manager or his/her designee of CITY on a weekly basis.

2.8.2 CONSULTANT shall provide construction administration services for the engineering aspects of the PROJECT. CONSULTANT shall maintain contractor compliance with the construction documents.

Construction administration services for this PROJECT shall include, without limitation:

2.8.2.1 Attend pre-construction meeting;

2.8.2.2 Attend weekly coordination meetings;

2.8.2.3 Review requisitions and change order proposals from the Contractor;

2.8.2.4 Make on-site visits to observe progress of construction and conformance to construction documents;

2.8.2.5 Provide response and clarification of field requests for information (RFIs); and

2.8.2.6 Process shop drawings submitted.

2.8.2.7 Collections of warranties, and operating manuals.

2.8.3 CONSULTANT shall provide payment administration services for the construction aspects of the PROJECT.

2.8.3.1 Review and approve applications and certificates for payments.

2.8.3.2 Processing of contractor's final payment

2.8.3.3 Collection of releases of liens.

2.9 AUTHORIZATION OF WORK

2.9.1 All work to be performed by CONSULTANT under this Agreement shall first be authorized by CITY by written Scope of Services, pursuant to the following:

2.9.1.1 Authorizations approved by CITY shall contain a description of the Work to be undertaken. The authorization shall also contain a budget amount of the fee to be paid based upon the applicable method for calculating the fee, and such budget amount shall not be exceeded, unless prior written approval by CITY is obtained. The form and format of the budget shall be in sufficient detail so as to identify the various elements of cost and shall be subject to approval of CITY. A scope of services for all phases of the PROJECT shall be prepared by CONSULTANT and subject to written approval of CITY.

2.9.1.2 The authorization may contain additional instructions or provisions specific to the authorized Work for the purpose of expanding upon certain aspects of this Agreement pertinent to the Work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this

Agreement, except as to the specific projects to which such additional instructions or provisions pertain.

CONSULTANT shall not be entitled to compensation for any work performed by CONSULTANT without the necessary written authorization.

2.10 GENERAL SERVICES DURING CONSTRUCTION

2.10.1 As may be specifically authorized by written Scope of Services, CONSULTANT shall:

2.10.1.1 Furnish general planning, environmental and engineering services during construction of phases of the PROJECT for which drawings, specifications and contract documents have been previously prepared by CONSULTANT or accepted by CONSULTANT as being suitable for use.

2.10.1.2 The SERVICES shall include advice and assistance, if required, to CITY in the receipt and analysis of bids and the award of construction contracts, advice and assistance during construction, preparation of such sketches as are needed to resolve actual field conditions, provide any field surveys and/or measurements related to the engineered project, review of shop drawings and working drawings submitted by the contractors, periodic observations of work in progress, review of cost estimates for payments to the contractors during the progress of and upon completion of the contracts, and observation of the final testing and final inspection of the completed Work.

2.10.1.3 Review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved.

2.10.1.4 Review and report on claims for extra compensation or time extensions submitted by contractors.

2.10.1.5 When requested by CITY, prepare, and submit proposed contract change orders.

2.10.1.56 Prepare and submit monthly progress reports covering the general progress of the Work which describe construction activities, schedules, costs, and problems occurring during the period.

2.11 POST CONSTRUCTION

2.11.1 CONSULTANT shall provide PROJECT closeout services, including walk-through service at the conclusion of the PROJECT build-out.

2.11.2 CONSULTANT shall obtain authority from any surety for the making of periodic or final payments to any contractor.

2.11.3 CONSULTANT shall provide two (2) sets of as-built drawings to the City. Sealed as-built drawings will be on both printed documents and digital format.

ARTICLE 3 – CITY

RESPONSIBILITIES 3.1 COVENANTS BY CITY

3.1.1 CITY shall:

3.1.1.1 Pay such fees as are due and payable to CONSULTANT, according to the schedule set forth in the Scope of Services for services authorized, in advance in writing, and properly performed.

3.1.1.2 Appoint a representative under this Agreement, with authority to authorize Work under this Agreement, transmit instructions, receive information, and transmit interpretations and definitions of the CITY'S policy and decisions pertinent to the Work covered by the applicable Scope of Services.

3.1.1.3 Make available, upon request of CONSULTANT, all existing records, reports, maps, plans, aerial photographs, surveys, or other data in CITY'S possession pertaining to the Work on the PROJECT under any Scope of Services authorized hereunder.

3.1.1.4 Make facilities and properties, under CITY'S control, available and accessible for inspection and access by CONSULTANT, for the performance of the Work hereunder.

3.1.1.5 Pay the publication costs for advertisements for qualified bidders for construction of the PROJECT, as budgeted.

3.1.1.6 Pay all permit fees required by agencies having jurisdiction over the PROJECT, unless otherwise agreed to by the parties.

3.1.1.7 Provide information concerning its objectives, schedule, constraints, budget with reasonable contingencies, and criteria for the PROJECT.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 The following shall not be included within the SERVICES provided by CONSULTANT, hereunder:

4.1.1 Soils engineering if required;

4.1.4 Design of telephone, intercom, or computer systems;

4.1.5 Payment of impact and permitting fees; and

4.1.6 Materials testing.

4.2 Services additional to the SERVICES shall be provided by CONSULTANT if authorized, in writing, by CITY.

4.3 CONSULTANT shall, when authorized by Scope of Services, in writing, by CITY from time to time:

4.3.1 Assist CITY and serve as technical representative in meetings, correspondence and other forums as required with adjacent jurisdictions, service providers, utility customers and franchise holders.

4.3.2 Make necessary field surveys (including easement plans and description) not otherwise provided by CITY.

4.3.3 Prepare necessary state and federal grant application forms; provide additional planning, environmental, engineering services, special plans and descriptions, as may be required to assist CITY in obtaining various permits and approvals for construction and operation; and prepare for and attend public meetings and hearings as may be authorized by CITY.

4.3.4 Furnish additional copies of drawings, specifications, contract documents, special drawings, reports, and similar documents.

4.3.5 Prepare a set of reproducible record drawings of the completed Work based upon marked-up prints, drawings and other data furnished by the contractor to CONSULTANT showing those changes made during the construction process.

4.3.6 Revise previously approved studies, reports, design, documents, drawings and specifications.

4.3.7 Prepare detailed renderings, exhibits or scale models of projects.

4.3.8 Furnish advice and assistance in the organization of an operation and maintenance staff, in the delegation of routine operating duties, in the organization of sampling and analyses, in the operating and testing of equipment, in the preparation of operating and laboratory report forms, in the adjustment of treatment processes for more efficient performance and assist in the operation of the facilities.

4.3.9 Prepare operation and maintenance manuals for the use of CITY personnel for selected projects; 4.3.10 Conduct investigation and prepare reports pertaining to operations, maintenance and overhead expenses; prepare rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; prepare detailed quantity surveys of material and labor; and prepare material audits or inventories required for certification of force account construction performed by CITY.

4.3.11 Perform additional services resulting from projects involving more than one general construction contract, separate construction contracts for different building trades, or separate equipment contracts.

4.3.12 Perform additional services in connection with the rejection and re-bidding of construction projects.

4.3.13 Review a project prior to the expiration of the guarantee period and to report observed discrepancies under guarantees provided by the construction contract.

4.3.14 Perform additional services during construction made necessary by Work damaged by fire or other cause during construction, acceleration of the work schedule involving services beyond normal working hours, or contract default due to delinquency or insolvency.

4.3.15 Serve as an expert witness for CITY in any litigation or arbitration and to assist CITY in preparing for litigation or arbitration; and

4.3.16 Advise and assist in wholesale service agreements, service area establishment, capital improvement planning, planning services in accordance with Chapter 163, F.S., Comprehensive Planning Act requirements, Redevelopment Districts, Special Districts, or Target Areas, and other services as requested by CITY.

4.3.17 Perform contract administration and related report preparation, owner, contractor and intergovernmental/interagency communications, and file management for FEMA hazard mitigation grant projects.

ARTICLE 5- PERSONNEL

5.1 CONSULTANT'S professional personnel who shall be assigned to the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT, as designated therein.

5.2 CONSULTANT shall be the primary consultant on the PROJECT, and the following sub-consultants shall perform SERVICES hereunder, without additional compensation by CITY:

_____.

5.3 Any of the sub-consultants may be replaced, upon agreement of the parties. Any replacement or additional sub-consultants shall be subject to CITY'S approval.

ARTICLE 6 -SCHEDULE

6.1 CONSULTANT shall proceed with the SERVICES upon receipt of CITY'S signed authorization to proceed. Following the initial planning meeting with CITY and the other design professionals on the PROJECT, CONSULTANT shall prepare a master PROJECT schedule, on a task-by-task basis, including the analysis, design and documentation work to be accomplished. CONSULTANT shall submit for CITY'S approval a schedule for the performance of the SERVICES, which shall include allowances for periods of time required for CITY'S review and approval of submissions by authorities having jurisdiction over the PROJECT. Time limits established by the schedule approved by CITY shall not be exceeded by CONSULTANT. Time is of the essence in the performance of the SERVICES by CONSULTANT. The preliminary schedule shall be as provided in the Scope of Services for each phase of the PROJECT.

ARTICLE 7 – FEES AND COSTS

7.1 PAYMENT FOR SERVICES

7.1.1 CITY shall pay CONSULTANT for all services authorized and properly performed subject to the budget set out in the Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

7.1.1.1 A mutually agreed upon lump sum of _____; or 7.1.1.2 At the hourly rates as set forth in the attached rate sheet. Sub-consultant costs shall be invoiced at the actual fee paid by CONSULTANT; or

7.1.1.3. On a cost-plus multiplier of _____ based on direct salary costs times a factor of _____ as determined by agreement of the parties, where salary cost is actual salary and wages. Direct labor costs are based on the actual weekly compensation paid to personnel divided by 40 hours. The multiplier factor compensates for indirect salary costs, overhead operating costs, and profit allowance.

Sub-consultant fees shall be invoiced at the actual fees paid by CONSULTANT; or

7.1.1.4 Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

7.1.2 Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

7.1.2.1 Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available.

Travel expenses shall be in accordance with CITY'S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

7.1.2.2 Expenses for reproduction, postage and handling of drawings and specifications, except file copies, such copies as required to facilitate review and approval and copies provided to contractors in accordance with terms of a contract. Copies provided to prospective bidders shall be sold, directly, to the prospective bidders by CONSULTANT.

7.1.3 All fees shall be invoiced monthly and are due and payable monthly. The monthly amount due shall be determined as the costs are incurred for SERVICES performed using the multiplier or hourly method of compensation defined above, or in proportion of the work completed for services to be performed when a lump sum method of compensation is used, in accordance with the Scope of Services issued by CITY.

7.1.4 If during and after the completion of the drawings, specifications and contract documents described in this Agreement, in accordance with the directions of CITY, it becomes necessary to review or revise the drawings, specifications or contract documents due to changes in federal, state, or city law, rules, regulations or other requirements adopted after preparation thereof, payment for such review or revision shall be made to CONSULTANT according to such method or methods of calculating the fee as may be mutually agreed upon in advance, in writing. Other changes or revisions shall be made only upon written authorization of CITY directing such changes, review or revisions by CONSULTANT. SERVICES for such changes or revisions shall be paid for at a mutually agreed upon lump sum or at the rates of payment described above, as agreed in advance, in writing, by the parties.

7.1.5 CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8 - MISCELLANEOUS

8.1 TERMINATION

8.1.1 Either party may terminate this Agreement, without cause, prior to the execution of any Scope of Services hereunder, or after completion of all Work required under any purchase orders previously issued hereunder.

8.1.2 CITY may suspend, cancel or abandon any part or phase of the PROJECT described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

8.1.3 It is expressly understood by CONSULTANT that the PROJECT is contingent upon the availability of sufficient funding for the same, and the PROJECT may be reduced or enlarged in scope and the architectural services and payments provided hereunder may be adjusted accordingly, as determined by CITY in its sole discretion.

8.2 OWNERSHIP OF DOCUMENTS, MATERIALS

8.2.1 Reproducible copies of all documents, including without limitation all reports, estimates, plans, drawings, exhibits, tests, specifications, and electronic record drawings, prepared for the PROJECT, shall be the property of CITY and shall be delivered to CITY upon completion of each said document. CITY may utilize any documents prepared by CONSULTANT or any sub-consultant hereunder in any manner it chooses, in its sole discretion, without being subject to any copyright protection.

8.2.2 All documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended shall be at CITY'S sole risk. Any such verification or adaptation by CONSULTANT shall entitle CONSULTANT to further compensation at rates to be agreed upon by the parties.

8.2.3 Any equipment, materials or supplies for which CITY pays a specific charge under this Agreement shall become the property of CITY upon completion of the part or phase of the PROJECT for which the item was specifically purchased, but in no event later than termination of this Agreement.

8.3 PUBLIC RECORDS

8.3.1 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. CONSULTANT acknowledges that some or all the documents generated or kept by CONSULTANT, or any sub-consultant may be deemed to be public records under Florida law, and CONSULTANT fully accepts any responsibility required by law in producing or making available said documents.

8.3.2 Contractor shall comply with the following with regard to public records and agrees to the following:

8.3.2.1 The Contractor shall keep and maintain and not delete any and all public records required by the public agency and contractor necessary to perform the service.

8.3.2.2 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.

8.3.2.3 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.

- 8.3.2.4 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.
- 8.3.2.5 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.
- 8.3.2.6 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.
- 8.3.2.7 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.
- 8.3.2.8 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: The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and; 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.
- 8.3.2.9 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.
- 8.3.2.10 A Contractor who fully, completely, and timely complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

8.3.2.11 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
 City Clerk Clara VanBlargan
 Madeira Beach, FL 33708 727-391-9951, Ext. 231
cvanblargan@madeirabeachfl.gov

8.4 WARRANTY, INSURANCE AND LIABILITY

8.4.1 CONSULTANT warrants that the SERVICES shall be carefully, skillfully, and timely performed; in accordance with the standard for such professional services at the time those services are rendered.

8.4.2 Throughout the term of this Agreement and until the completion of all construction of the PROJECT, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

8.5 INDEMNIFICATION

8.5.1 CONSULTANT shall indemnify, hold harmless, and defend CITY, its commission members, officers, agents, attorneys, and employees from, and against all liability and expense, including attorney's fees incurred thereby through all appellate proceedings, arising from any claims, demands, damages, suits, administrative proceedings, actions and causes of action, in law or equity of whatever kind or nature, whatsoever for personal injuries, property damage, equitable relief, fines, penalties or other liability of any kind, resulting from the performance of the SERVICES hereunder. CONSULTANT'S liability hereunder shall include all attorneys' fees and costs incurred by CITY in the enforcement of this indemnification provision. The claims covered by this section shall include claims made by CONSULTANT'S employees, and CONSULTANT hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes

8.5.2 The obligations of the CONSULTANT under this section shall not be limited in any way by any immunity from or limitation of liability that the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations under this section shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained by CONSULTANT under this Agreement.

8.5.3 CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONSULTANT of any of its obligations hereunder. CONSULTANT shall obtain the prior written consent of CITY prior to entering any settlement of such claim.

8.5.4 Each party shall cooperate, and cause its agents, employees, and attorneys to cooperate, in the defense of any third-party claim, and shall furnish such records and information, and attend such

conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

8.6 OTHER REQUIREMENTS

8.6.1 Nothing contained herein guarantees CONSULTANT any amount of work or compensation. This Agreement shall not be considered an exclusive agreement, and CITY shall not be obligated to exclusively use the services of CONSULTANT for any project it undertakes.

8.6.2 This Agreement supersedes all prior negotiations and oral or written agreements heretofore made relating to the subject matter and constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except in writing and signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The failure to enforce any provision or part of this Agreement shall not constitute a waiver of the right to enforce any part or provision hereof, including the same part or provision in the future. If any portion or part of this agreement is declared invalid by a court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

8.6.3 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.6.4 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto a) irrevocably submits itself to the exclusive jurisdiction and venue of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, Tampa Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; 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 it is not personally subject to the jurisdiction of the above named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

8.6.5 This Agreement shall create no rights or claims whatsoever in any person other than a party hereto, except as provided herein. There shall be no third-party beneficiaries under this Agreement of any kind.

8.6.6 In the event either party employs an attorney to enforce any of the conditions of this Agreement, or to enforce any covenants hereunder, or to enforce any of the rights, remedies, privileges or options at law or in equity, or in any action between the parties, the prevailing party shall be entitled to reimbursement from the non prevailing party of all costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorneys' and paralegal fees and costs whether the matter is settled privately, by arbitration, or by legal action at the trial court level and at any and all appellate court levels in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, post-trial and all appellate proceedings, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

8.6.7 If any construction bids received exceed CITY'S PROJECT budget, as the same may be adjusted, CONSULTANT shall reduce the scope of work, accordingly, and rebid the project without any additional fee to CITY.

8.6.8 All final plans and specifications shall be submitted to the City Commission of CITY for review and approval. All modifications of this agreement shall not be effective unless approved by the City Commission of CITY, in writing.

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

As to CONSULTANT:

As to CITY:

City Manager & City Clerk
City of Madeira Beach, Florida
300 Municipal Dr.
Madeira Beach, Florida 33706

8.6.10 Notwithstanding the use of the term “consultant” in this Agreement to describe CONSULTANT, CONSULTANT and all sub-consultants shall be deemed design professionals providing professional design services for the construction of improvements to real property, for all purposes.

8.7 FLORIDA PUBLIC ENTITY CRIMES ACT **Prior** to, and during the term of any contract with the City, the City requires that the CONSULTANT shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., attached hereto as Exhibit A.

8.8 DRUG FREE WORKPLACE CERTIFICATION The CONSULTANT shall include a signed and completed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

8.9 ACCEPTANCE OF CONTRACT:

The parties agree that the prices, scope of work, terms and specifications set forth in this contract are satisfactory and are hereby accepted and agreed to by the City of Madeira Beach, Florida and Contractor upon signature of both parties, and upon signature of both parties the Contractor is authorized to do the work as specified in this agreement as agreed to by:

CITY:

Signature: _____ Date: _____

City of Madeira Beach Florida

CONSULTANT*:

Signature: _____ Date: _____

Print Name: _____

For _____ (“Contractor”)

Mailing address: _____

Email address: _____

Phone: _____

***Consultant's Signatory Requirements.** 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.

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 _____[print individual's name and title]

for _____[print name of entity submitting sworn statement]

whose business address is: _____

and Federal Employer Identification Number (FEIN) is _____, 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.

[Signature]

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.

Personally known _____ OR Produced identification _____

My commission expires _____

Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]

EXHIBIT B

**DRUG FREE WORKPLACE
CERTIFICATION.**

SWORN STATEMENT ON DRUG FREE WORKPLACES

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

[print individual's name and title]

_____ for

[print name of entity submitting sworn statement]

whose business address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (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:

- (1) 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 work places 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 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 CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

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.

Signature: _____
 Title: _____
 Company: _____

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF _____

Sworn to and subscribed before me this _____ day of _____, 2023

by _____ who is

personally known to me OR Produced identification

_____ [type of identification]

My commission expires _____

Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]

GENERAL FUND DEPARTMENT SUMMARY

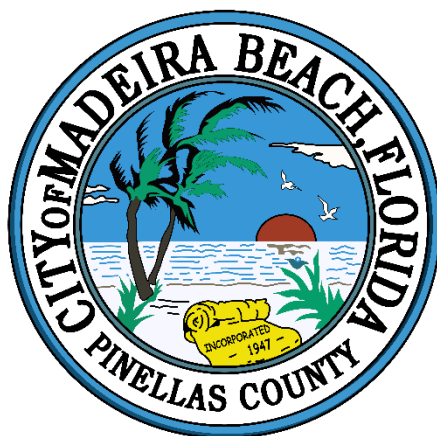
ACCOUNT	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 PROJECTED	FY 2023 BUDGET
Information Technology				
Expenses & Other Outflows	216,082	223,250	224,226	255,904

INFORMATION TECHNOLOGY

Overview: Information Technology (IT) provides hardware, software, and network support to all needed functions of the City.

INFORMATION TECHNOLOGY

ACCOUNT	FY 2021 ACTUAL	FY 2022 BUDGET	FY 2022 PROJECTED	FY 2023 BUDGET
Expenses & Other Outflows				
001.1010.512000 Salaries & Wages	20,041	21,200	21,000	32,747
001.1010.521000 Social Security	1,533	1,620	2,000	2,505
001.1010.524000 Worker's Compensation	65	30	29	52
001.1010.531003 Computer Hardware Support Svcs	163,761	170,000	200,000	200,000
001.1010.531005 IT Services	30,449	30,000	406	20,000
001.1010.541000 Cellular Telephone	233	400	790	600
Expenses & Other Outflows Total	216,082	223,250	224,226	255,904



Request for Qualifications #23-0

Security Focused Information Technology Support
And
Consulting Services

Proposals due by , 2023

**At 10:00am: City Hall
300 Municipal Drive
Madeira Beach, FL 33708**

CONTACT:

Robin I. Gomez, City Manager

Phone: (727)580-8014

City of Madeira Beach

RFQ 23-0

Email: jhatch@madeirabeachfl.gov

REQUEST FOR PROPOSAL / INTRODUCTION

This Request for Proposals (RFP) is for The City of Madeira Beach to receive responses from qualified firms/companies capable of providing a full complement of security focused information technology support and consulting services.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email no later than , contact below:

City of Madeira Beach
Attn: Robin I. Gomez
Re: Security Focused IT Support and Consulting Services

300 Municipal Drive
Madeira Beach, FL 33708

or rgomez@madeirabeachfl.gov

NOTIFICATION: The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

INDEMNIFICATION AND INSURANCE

The City shall be held harmless for all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents.

The Respondent agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered the City's exclusive remedy.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended because of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from all increased expenses resulting from such delay. It is agreed by the parties hereto that the Respondent/Vendor has received specific consideration under the agreement for this hold harmless/indemnification provision.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all the requirements stated herein prior to beginning work.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations 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.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

NO COLLUSION

By offering a submission to this request, 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. 30-days for cause
- b. 90-days without cause

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 City Commission, 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 create 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.
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The awarded firm shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The awarded firm shall also be responsible for compliance with all applicable codes, laws, and regulations.

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.

City of Madeira Beach

RFQ 23-0

- (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 or evanblargan@madeirabeachfl.gov

PART A

ADDENDA: Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the Recreation Department. Addenda will be posted and available through the City notification methods shown above.

SUBMISSION: Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to jhatch@madeirabeachfl.gov. Proposals must be clearly marked “RFP #23-02 - Re: Request for Proposal for Reflection Pond Repair and Upgrades”.

LATE PROPOSALS: Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

PROPOSAL OPENINGS: All Proposals submitted before the Due Date and Time shall be publicly opened by the Recreation Director at the City Hall Building, located at 300 Municipal Dr. Madeira Beach, FL.

SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	
Questions Due	
RFP Submittal Date	
Commission Approval	TBD*
Notify Bidder	TBD*

*Tentative and subject to change

MEETING LOCATIONS:

- **City Hall** - located at 300 Municipal Dr. Madeira Beach, FL 33708
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the City Manager via email at rgomez@madeirabeachfl.gov. Such contact shall be for clarification purposes only.

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

PART B:

PURPOSE:

Identify and Select a qualified security focused information technology support and services company/firm. Selected companies for interview must demonstrate qualifications, experience, and abilities to perform the scope of work detailed in this document. If chosen, the anticipated contract term/period is five (5) years and the City reserves the right to offer or deny an additional renewal option. A selection committee will review and grade responses to this RFQ.

BACKGROUND:

The City of Madeira Beach does NOT have an Information Technology/Management (IT/IM) Department and is currently uses an outside firm to provide all maintenance, support, and IT related services and functions as needed for all City users. The City of Madeira Beach offers various municipal services including Fire, Public Works, Recreation, Administration, Marine, Community Development, Building, and Code Enforcement. There are two (2) main servers at City Hall and the Marine building with various supporting hardware in addition to over 50 desktop and laptop computers located in 4 buildings. All will need to be covered under the service and support agreement.

SCOPE OF SERVICES:

The city is in search of a company that will provide and serve the internal role of an integral IT department that will provide a better scope of coverage than an internal one. The services scope should incorporate the following:

- Initial Assessment/IT Lifecycle Planning
 - Establish minimum hardware specifications
 - Audit and assess all hardware and software
 - Determine necessary (EOL) end of life for all hardware and software
 - Establish a suggested hardware/software replacement plan
 - create a list of priorities that could create largest technology issues
- Global Support
 - 8 am to 5 pm EST, Monday – Friday
 - An allowance for emergency (Mission Critical) after hours
 - Remote support, and onsite support escalation, if necessary
 - Monitoring of Network 24 x 7 x 365 and reporting issues, suggesting actions
 - Maintain inventory of IT hardware & software
 - Responsible for IT onboarding and offboarding of City employees
- Cybersecurity
 - Have a detailed Cybersecurity plan and threat mitigation
 - Endpoint Security
 - Zero Trust applications for workstation and servers
 - Application whitelisting

- Internet filtering/ SIEM
- Zero Trust VPN and IDS Intrusion Detection on all Workstations / Servers
- Dark web scanning of madeirabeachfl.gov domain
- Cloud – file backup for workstations
- Local and Cloud backup for servers
 - File backups and system images
 - 6th Month retention on cloud backups
- Office 365 email backup and archiving for compliance
- Disaster Response Plan for natural disasters and cyberattacks
- Run email phishing campaigns and offer cybersecurity training & education
- Secure online password manager with mobile application
- Securely encrypt all city administrative technology passwords
- Encrypt hard drives of workstations
- Stay informed on latest threats and educate end users on threats
- Maintain patch management on operating systems and other equipment as applicable
- Hardware and Application Support
 - City understands that all third-party software must be covered under a software maintenance agreement
 - IT Company will assist with the scheduling and installing of updates on third party software
 - Troubleshoot local desktop and server applications
 - Handle installation of physical hardware of workstations, servers, and network equipment
 - Establish incident / request response level and estimated resolution times
- Network and Server Management
 - Update and make any configuration changes as necessary
 - Assist with the installation of any new application or appliances on the network
 - Maintain networks segmentation, including Guest wi-fi, city network; and ensure adequate security measures in place
 - Monitor active utilization of network and capacities to ensure necessary uptime and future planning
- Vendor Management
 - Maintain relationships with any other software/technology vendors utilized by the City of Madeira Beach
 - Engage vendor with any hardware/software issues to obtain resolution
 - Schedule repairs of any vendor hardware/software
- Consulting
 - Gain understanding of the City of Madeira Beach's business objectives and work to create an IT plan
 - Check in frequently to ensure business objective have not changed or to determine if their needs to be a realignment of the IT plan
 - Build a technology budget and manage the IT budget throughout the fiscal year
 - Consistently search for better tools and processes the City could leverage technology to

improve productivity

Proposers are requested to provide proposals including but not limited to the items listed above. Proposals will be evaluated by responsiveness to request and overall pricing for repairs/upgrades.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

1. Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work as well as:
Company Name: _____
Address: _____

Phone #: _____
Email Address: _____
Name of Authorized Representative: _____
2. Description of how the firm is positioned to provide the services requested, with a history of experience on providing similar services.
3. Naming of staff resources, with identification of key personnel and their credentials/certifications; who are available to provide the services; experience and expertise of staff; local availability of staff is an important consideration; role and responsibilities of each staff member assigned to the City of Madeira Beach.
4. Support service questions to be addressed:
 - a. Help desk description
 - b. Support availability (days of week and times)
 - c. Structure of charges for support
 - d. Steps for resolving problem escalation
 - e. Final authority regarding conflicts
 - f. Response time and goal for resolving problems
5. Explanation of any contract termination for default or other incident in the past five years. Termination for default defined as notice to stop services for non-performance of poor performance, and whether the issue was either litigated or not litigated.
6. Scope of services beyond the RFQ that the firm provides which may be of interest to the City.

7. Proposal summary, including why the firm is pursuing the work and how it is uniquely qualified to perform the services.

8. References:

(A) Name of Entity: _____

Nature of Services Provided: _____

Contact Name: _____

Contact Phone Number: _____

(B) Name of Entity: _____

Nature of Services Provided: _____

Contact Name: _____

Contact Phone Number: _____

(C) Name of Entity: _____

Nature of Services Provided: _____

Contact Name: _____

Contact Phone Number: _____

Requests for Additional Information

Questions or requests for additional information should be directed to City Manager, Robin I. Gomez at rgomez@madeirabeachfl.gov.

Signature of Proposer's Agent

Title

Printed Name

Date



Total Active IT™

Hardware, Software, Cloud, Phone, Wireless, and IT Management

NETWORK PEOPLE, INC. is committed to helping organizations secure and manage their critical business data. Our certified system engineers will partner with you to maintain the confidentiality, integrity and availability of your data according to the details of this agreement.

THIS AGREEMENT is between NETWORK PEOPLE, INC., with office located at 670 N. Clearwater-Largo Rd., Largo, Florida 33770 and City of Madeira Beach with office located at 300 Municipal Drive addressline2, Madeira Beach, FL 33708. ("The Company")

Executive Summary

Network People will deliver a full IT solution to City of Madeira Beach that will solve immediate critical issues such as:

Issue	Impact
1. Unreliable backup	Puts critical city data at risk of loss
2. Insecure network	Makes the city vulnerable to internal/external data intrusion and loss
3. Out of date servers and workstations	Puts critical city data at risk, not compliant
4. No flat fee all-inclusive IT management	No guaranteed response times with flat fee (bigger or more frequent the problems, higher the expense)

Issues above will be resolved using Network People's Active IT Cloud which will be deployed at the end of this month (Dec. 2013) and go live in January 2014.

In addition Network People will provide an all-inclusive plan to install, configure, support, train, and provide protection from obsolescence to the City Hall, Fire Department, and Recreation Center; and through the efficiencies gained by a long term agreement and the unique high value of the Total Active IT™ agreement, save City of Madeira Beach \$248,000 over 10 years.

Beginning 2015 when construction is finished, the Total Active IT™ agreement will include comprehensive hardware, software, and support. Following are some highlights:

Item	Benefits for next 10 years for 32 users
1. Unlimited IT support, training, configuration, strategic planning, vendor management	<ul style="list-style-type: none"> 9 years of support from single point of contact with guaranteed response times by certified team of experts to make IT all work
2. Private Cloud hosted servers	<ul style="list-style-type: none"> Never buy server hardware or software again High availability, enterprise level secure servers Hourly backup in two data centers Enhanced secure remote access from anywhere
3. All-in-one Lenovo Computers (business class)	<ul style="list-style-type: none"> Replaced brand new every 3 years (included) Sleek all-in-one desktop design to save space
4. MS Office, Email, Server licenses always current	<ul style="list-style-type: none"> MS Office 2013 (always the latest version) MS Exchange Server (always the latest version) MS Server (always the latest version) MS Windows 8 (always the latest version) Obsolescence protection
5. Phone system with 34 handsets & 3 conference	<ul style="list-style-type: none"> Always up to date and secure phone system Enterprise class features No local phone service cost for 37 lines 6 bluetooth headsets
6. iPads for commissioners and key personnel	<ul style="list-style-type: none"> 17 iPads to dispense/share information Configuration and training provided
7. Wireless through all buildings	<ul style="list-style-type: none"> Secure network wireless for employees Guest access for city users
8. Network equipment	<ul style="list-style-type: none"> Configuration/support of routers, switches, security
9. Printers and print management	<ul style="list-style-type: none"> 4 lasers, 7 color lasers, 2 copiers Fully supported



Included in Project: (see attached "Proposal for City of Madeira Beach" for actual parts invoice and descriptions of those parts in the appendix)

Labor, Licensing, Hardware, Software, Cloud, Phone, Wireless, IT Management Included in Total Active IT Installation	Jan 2014	Jan 2015 or move in date
Private Cloud Servers		
1. Setup and configure virtualized servers	✓	
2. Migrate all local data to cloud, setup permissions, shares, printers, scripts, management	✓	✓
3. Setup virtualized terminal sessions for each user with appropriate software	✓	✓
Workstations		
1. Configure old workstations to connect to cloud servers & print	✓	
2. Provide .5 hour staff in-service training for old and new workstations	✓	✓
3. Setup and configure new workstations for staff members and connect to cloud		✓
Wireless		
1. Configure wireless access points for all buildings		✓
2. Test and confirm wireless works with wireless devices provided in the project		✓
Phones		
1. Install and configure handsets		✓
2. Configure and customize all extensions, auto-attendant, hours of operation		✓
3. Provide 3x5 instructions for usage card and .25 hour staff in-service		✓
4. Ongoing Help Desk support		✓
iPads		
1. Install and configure to connect to email and wireless		✓
2. Setup apps to allow sharing of information using evernote between commissioners		✓
3. Provide usage instructions and .5 hour staff in-service training		✓

Included in Ongoing Total Active IT agreement: (see attached "Proposal for City of Madeira Beach" for actual parts invoice and descriptions of those parts in the appendix)

Licensing, Hardware, Software, Cloud, Phone, Wireless, IT Management Included in Total Active IT	1/1/14 - 12/31/14	1/1/15 - 12/31/23
Private Cloud Servers		
4. Virtual Servers with proper setup and resources and Microsoft licensing	✓	✓
5. Exchange Server	✓	✓
6. Domain Controllers to manage file, print, security, access control	✓	✓
7. Setup & maintain file backup, remote access for users, backup data center	✓	✓
Workstations		
1. All-in-one Lenovo computers, replaced every 3 years		✓
2. MS Office, Email, Server licenses always the most current/stable version	✓	✓
Private Cloud Servers and Desktops		
1. Hosting of servers in secured private cloud	✓	✓
2. All costs for server hardware, server software, server licenses, power, and bandwidth for resources in the cloud are included	✓	✓
3. 24x7 Logging of Private Cloud with 8x5 Business Hour Live Technician Monitoring and helpdesk	✓	✓
4. Guaranteed uptime access to servers and private cloud desktops from a working Internet connection	✓	✓

Included with Active IT™ Hardware, Software, Cloud, Phone, Wireless, IT Management	1/1/14 - 12/31/14	1/1/15 - 12/31/23
Private Cloud Servers		
1. Virtualized server guests running	✓	✓
2. Risk Analysis of Critical Business Data	✓	✓
3. Future Needs Forecasting including Disaster Recovery Preparation	✓	✓
4. Business Continuity and Policy Planning	✓	✓
Proactive Support		
1. Active IT™ Backup: Backup Server, Virtual Server, and Dual Off-site Data Storage	✓	✓



January 1, 2018 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2019 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2020 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2021 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2022 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2023 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
Total Investment	\$802,582

2. Not included in agreement:

- Project work on new databases, servers, phone systems and any on-site work that exceeds the contract allotment.
- After Hours Support emergency support before 8am & after 5pm is \$219 an hour and a 2 hour minimum.

3. Service Level Agreement:

1) Coverage; Definitions

- a) This Service Level Agreement (SLA) applies to you ("customer") if you have ordered any services from Network People (the "Services") and your account is current (i.e., not past due) with Network People: Private Cloud, Secure Private Cloud, Active IT. As used herein, the term "Service Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the private cloud servers are available for access via Virtual Infrastructure Client, as measured by Network People.

2) Service Level

- a) Goal: Network People's goal is to achieve 100% Service Availability for all customers.
- b) Remedy: Subject to Sections 3 and 4 below, if the Service Availability of customer's Virtual Servers is less than 100%, Network People will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

Service Availability	Credit Percentage
1. 100%	0%
2. 99.9 to 99.999%	1%
3. 99 to 99.99%	5%
4. 95 to 97.99%	10%
5. 90 to 94.99%	25%
6. 80 to 89.99%	50%
7. 79.99% or below	100%

3) Exceptions Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

- Circumstances beyond Network People's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- Failure of access circuits to the Network People Network, unless such failure is caused solely by Network People;
- Scheduled maintenance and emergency maintenance and upgrades;
- DNS issues outside the direct control of Network People;
- Issues with FTP, POP, IMAP, or SMTP customer access;
- False SLA breaches reported as a result of outages or errors of any Network People measurement system;



2.	Active IT™ Detection of Covered Servers, Workstations, Network Devices and Back ups	✓	✓
3.	24x7 Logging with 8x5 Business Hour Live Technician Monitoring	✓	✓
4.	Active IT™ Alerts and Initial Response to Security Breaches	✓	✓
5.	Active IT™ Maintenance: Antivirus and Patch Updates, Licensing and Server Productivity	✓	✓
Private Cloud Servers and Desktops			
1.	Hosting of servers in secured private cloud	✓	✓
2.	All costs for server hardware, server software, server licenses, power, and bandwidth for resources in the cloud are included	✓	✓
3.	24x7 Logging of Private Cloud with 8x5 Business Hour Live Technician Monitoring and helpdesk	✓	✓
4.	Guaranteed uptime access to servers and private cloud desktops from a working Internet connection	✓	✓
Unlimited Remote Support			
1.	Remote Support for ANY Covered Servers, Remote Desktops, or Other Network Device	✓	✓
2.	Domain related assistance: DNS, web redirection, MX Record, registration	✓	✓
3.	Live Technician to Contact for Assistance as Needed	✓	✓
4.	Help Desk and User Education	✓	✓
On-Site Service			
1.	Regularly Scheduled Service Visits to Your Location by a Network People Engineer	✓	✓
2.	On-Site Maintenance and Systems Documentation	✓	✓
3.	User Training and General Support	✓	✓
4.	Site Inspection and Review according to Active IT™ Standards	✓	✓
On-Site Network Administrator			
1.	User Training and General Support	✓	✓
2.	Replace current computer/server/phone with new system	✓	✓
3.	Phone, PDA, Smart Phone, Printers, Scanners	Not included	✓
4.	Install new hardware/database/phone/security equipment	Not included	Not included
5.	Infrastructure changes after new building project move-in is complete: cabling, network closet modification, office move	Not included	Not included
On-Site Visits per Month			
1.	Covers all items above up to the On-site Visits under "Covered Devices" of agreement	✓	✓

1. Terms of Agreement

- 10 year. Automatically renews unless Network People, Inc. is notified in writing thirty (30) days prior to the end of the agreement.
- Upon acceptance, City of Madeira Beach will submit to Network People, Inc., payment for the first month as well a standard set-up fee. All subsequent payments will be due on the first day of every month.
- If payment isn't received by the 15th of the month, a fee equal to the greater of \$35.00 or 5% of that month's Active IT Agreement will be assessed and service may be suspended.
- Please make check payable to Network People, Inc. The mailing address is 670 N. Clearwater-Largo Road, Suite E, Largo, FL 33770. MasterCard, Visa, American Express, and Discover are also accepted. A credit card will need to be on file with Network People, Inc. Any payments not received by the 15th of the month may be charged to such card on file.
- Payment schedule:

Payment Schedule

December 16, 2013	\$29,600	Cloud migration & provisioning
December 30, 2013	\$34,660	Total Active IT™ Private Cloud
October 2014	\$156,681	Equipment & Labor for Project
January 1, 2015	\$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2016	\$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2017	\$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management

Network People, Inc. • 670 Clearwater-Largo Road N., Largo, FL 33770 (727) 446-4564



- g) Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of Network People's Terms and Conditions and Acceptable Use Policy;
 - h) E-mail or webmail delivery and transmission;
 - i) DNS (Domain Name Server) Propagation.
 - j) Outages elsewhere on the Internet that hinder access to your account. Network People is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Network People will guarantee only those areas considered under the control of Network People: Network People server links to the Internet, Network People's routers, and Network People's servers.
- 4) **Credit Request and Payment Procedures**
- a) To receive a credit, the customer must make a request by sending an e-mail message to billing@networkpeople.com. Each request in connection with this SLA must include the customer's account number and the dates and times of the unavailability and must be received by Network People within ten (10) business days after the customer's services were not available. If the unavailability is confirmed by Network People, credits will be applied within two billing cycles after Network People's receipt of the customer's credit request. Credits are not refundable and can be used only towards future billing charges.
 - b) Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by Network People and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Customer's Services Availability.
4. **Details of Agreement**
- In no event shall Network People, Inc. be liable for any special, indirect, consequential, or punitive damages to customer or any other party as a result of the performance or non-performance by Network People, Inc. of any services described herein, (including, without limitation, loss of data, profits, or use of software) whether foreseeable or not, even if Network People, Inc. has been advised of the possibility of such damages. Network People, Inc.'s liability with respect to, arising from, or in connection with this agreement, whether in contract, in tort, or otherwise, is limited to amounts paid by The Company to Network People, Inc., excluding travel and per diem expenses, pursuant to the terms hereof.
 - If an employee of Network People is hired directly by The Company as an employee or indirectly by The Company as a contractor to "work on the side," The Company agrees to pay Network People the equivalent of 1 year's salary Level II engineer to cover training and replacement costs.
 - This Active IT Agreement is not assignable by either party and any attempt to assign any rights hereunder shall be void. This Active IT Agreement may not be changed, altered or modified or transferred except by an instrument in writing, signed by an authorized officer of Network People, Inc. and an authorized officer of The Company. This Active IT Agreement shall be governed by the laws of the State of Florida. Parties agree that the forum for any arbitration, mediation, or litigation shall be the Circuit Court of Pinellas County.
5. **Satisfaction Guaranteed**
- Your satisfaction is guaranteed.



Qty		Qty		Select Agreement Type
Servers	6	Backup Server *	1TB (* 10 year agreement)	
Desktops	32	IPads	17	
Laptops	0	Sites	3	
Printers	13	Onsite Visits per Month	unlim	

Start Date of Contract:	1/1/2013	Amount
Amount Due at Signing:	\$ 29,500 cloud migration	
	\$ 34,660 Total Active IT	
	Total= \$64,060	
October 2014, \$106,661 due for equipment & labor for move-in on project		

Agreement	Amount
Annual Agreement 2014:	\$ 34,560
Annual Agreement 2015-2023	\$ 64,679
On-boarding fee:	\$ waived with agreement

Project Agreement Specifics

(see attached "Proposal for City of Madeira Beach" for actual parts invoice and descriptions of those parts in the appendix)

Signatures below signify acceptance of the above agreement. 1/01/2014

[Signature] City of Madeira Beach, authorized representative

Jan 9/14 Date

[Signature] Network People, Inc., Officer

1/9/14 Date

NETWORK PEOPLE, INC. and City of Madeira Beach acknowledge having read this Agreement, understand it and agree to be bound by its terms and further agree that it constitutes the entire Agreement between NETWORK PEOPLE, INC. and City of Madeira Beach regarding the subject matter hereof and supersedes all prior oral and written agreements, negotiations, understandings and communications regarding such matters.



Addendum DM Agreement

Date: 01/30/14

Regarding: Addendum to the Active IT "Monitoring & Management, Unlimited Remote & Onsite" agreement signed on July 1, 2009. THIS AGREEMENT is between NETWORK PEOPLE, INC., with office located at 670 N. Clearwater-Largo Rd., Largo, Florida 33770 and City of Madeira Beach with office located at 300 Municipal Drive Madeira Beach, FL 33708 ("The Company")

Purpose of Addendum: adding services to the agreement

Terms: identical to the original terms of Quote # 48416 accepted on 8/25/2013

Covered Devices		Investment
Website	QTY 1	Select Agreement Type DM
Start Date of Contract: 02/01/2014		Amount
Amount Due at Signing: \$ 150.00		Monthly Agreement: \$ 529.00

Tailored Active IT Specifics

\$150.00 added on 2/1/14 to Replace Earth Channel streaming system with Live Stream

Authorized representative

Date

Network People Officer

Date

From: CITY OF MADEIRA BEACH

727 399 1131

08/26/2013 10:53

#218 P.001/002



Network People, Inc.
670 N. Clearwater-Largo Rd.
Suite E
Largo, Florida 33770
United States
http://www.networkpeople.com

Quotation

Date
Jul 23, 2013 8:42 AM EDT
Doc #
48416 - rev 1 of 1
Description
Revised: Website
SalesRep
Rae, Kimberly
(P) 727-446-4564
(F) 727-446-0865
Customer Contact
Crawford, Shane
(P) 727-391-9951
scrawford@madeirabeachfl.gov

Customer
City of Madeira Beach (C00625)
300 Municipal Drive
Madeira Beach, Florida 33708

Bill To
City of Madeira Beach
Crawford, Shane
300 Municipal Drive
Madeira Beach, Florida 33708

Ship To
City of Madeira Beach
Crawford, Shane
300 Municipal Drive
Madeira Beach, Florida 33708

Customer PO: None	Terms: Undefined	Ship Via: UPS Ground
Special Instructions: None	Carrier Account #: None	

Item Description	Qty	Tax	Unit Price	Total
1 Website	1	No	\$4,500.00	\$4,500.00

To include:

New, clean, professional, and user friendly website
Unlimited pages and images on site
Search feature built into website
Easy to use and understand contact form built into website
Social media integration (The site will have links to all social media outlets along with news feeds showing posts from facebook/twitter/google+ on website)
Website will be built on Joomla! CMS platform
Training for Madeira Beach staff
Webcam and Live stream capabilities
Well-organized and easy to use page with forms, permits, and other documents
Destruction and removal of old website

* 50% down upon signing, 50% due upon final delivery

Hosting and Maintenance options: Start date -October 1, 2013

2 Option 1 \$50 per month	0	No	\$50.00	\$0.00
<p>* With this option, all updates to this site done by Network People will bill at \$100 per hour Hosting on Network Peoples private server 10GB of hosting space 5GB of monthly bandwidth 99% Guaranteed up time on server Capability to recover backups whenever needed Ability to take over Technical Administration of the domain madeirabeachfl.gov 48 hour turnaround time on updates</p>				
3 Option 2 (3yr agreement) DM \$145 per month (Recommended)	0	No	\$150.00	\$0.00
<p>* Discounted price with Active-IT agreement (\$225 per month without agreement) Hosting on Network Peoples private server 25GB of hosting space Unlimited monthly bandwidth Monthly website analytics 99% Guaranteed up time on server Capability to recover backups whenever needed Ability to take over Technical Administration of the domain madeirabeachfl.gov 48 hour turnaround time on updates Unlimited updates to website at no extra charge Early termination fee of \$500 with a 30 day written notice</p>				
4 Option 3 (3yr agreement) DM w/ social media and professional writer \$369 per month	0	No	\$379.00	\$0.00
<p>Hosting on Network Peoples private server Unlimited hosting space</p>				

From: CITY OF MADEIRA BEACH

727 389 1131

08/25/2013 10:54

#218 P.002/002

Unlimited monthly bandwidth
 Monthly website analytics
 99% Guaranteed up time on server
 Capability to recover backups whenever needed
 Ability to take over Technical Administration of the domain madeirabeachfl.gov
 48 hour turnaround time on updates
 Unlimited updates to website at no extra charge
 Professional writer for social media posts and updates

- 5 * All options will be hosted on Network Peoples private server. 0 No \$0.00 \$0.00
 Private server is backed up multiple times a day and kept in multiple locations. One server located in Kansas City, MO and the other in Philadelphia, PA.
 Network People Inc will be responsible for data recovery in the event of a loss.

- 6 Terms of Hosting and Maintenance Agreement : 0 No \$0.00 \$0.00
 Upon acceptance, the Company will submit to Network People, Inc., payment for the first month. All subsequent payments will be due on the first day of every month.

If payment isn't received by the 15th of the month, a fee equal to the greater of \$15.00 or 5% of that months Website Agreement will be assessed and service may be suspended.

MasterCard, Visa, American Express, and Discover are all accepted. A credit card will need to be on file with Network People, Inc. Any payments not received by the 15th of the month may be charged to such card on file.

In no event shall Network People, Inc. be liable for any special, indirect, consequential, or punitive damages to customer or any other party as a result of the performance or non-performance by Network People, Inc. of any services described herein, (Including, without limitation, loss of data, profits, or use of software)(Excluding: negligent & intentional acts of Network People or its agents on the loss of data) whether foreseeable or not, even if Network People, Inc. has been advised of the possibility of such damages. Network Peoples liability with respect to, arising from, or in connection with this agreement, whether in contract, in tort, or otherwise, is limited to amounts paid by The Company to Network People, Inc., excluding travel and per diem expenses, pursuant to the terms hereof.

If a current employee of Network People is hired directly by City of Madeira Beach as an employee or indirectly by City of Madeira Beach as a contractor to work on the site, City of Madeira Beach agrees to pay Network People the equivalent of 1 years salary level II engineer to cover training and replacement costs.

This Website Agreement is not assignable by either party and any attempt to assign any rights hereunder shall be void. This Website Agreement may not be changed, altered or modified or transferred except by an instrument in writing, signed by an authorized officer of Network People, Inc., and an authorized officer of City of Madeira Beach. This Website Agreement shall be governed by the laws of the State of Florida. Parties agree that the forum for any arbitration, mediation, or litigation shall be the Circuit Court of Pinellas County.

Once completed and final payment is made, website is property of City of Madeira Beach.

Price for Pay-Per-Click campaigns is not included in agreement price.

Pay-Per-Click management fee of 15%

- 7 Includes 3 hours of Web consulting with Option 2 or Option 3, to provide basic repair of current website to restore functionality prior to start date of this agreement (Oct 1st) at no charge. 1 No \$0.00 \$0.00

Subtotal: \$4,500.00

Tax (0.000%): \$0.00

Shipping: \$0.00

Total: \$4,500.00

Please acknowledge acceptance of this quote by signing the document and faxing to Network People at 727-446-0865. Acknowledgement is also accepted via a return email clearly indicating your acceptance of the terms of the quote.

Authorized Signature

Printed Name:

Shane B. Crawford



Memorandum

Meeting Details: February 8, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Refuse Truck Modifications and Container Purchase

Background

The Public Works Department has seen an increase in the need to purchase cart tippers for 3 Garbage trucks which would allow the trash can size to increase. Our current ordinance allows residents to have two (2) 32- gallon cans or smaller per household and over half of the residents have trash cans 64 gallons or larger and more than 1 at each household. Having the cart tippers installed on the trucks limits the liability of an injury caused by lifting oversize cans. Staff would also like to purchase 2,000 96-gallon carts to provide uniform residential curbside pickup. Providing the carts would eliminate the number of oversized cans/carts at the curb. These changes have been brought up with the struggle over the past year to fully staff the sanitation department. By installing tippers and providing toters we are preparing for the future of residential garbage pickup. The residential sanitation route has had a full-time temporary worker on the truck for over a year due to the lack of applicants. With these changes and implementations, the hope is to be able to run the residential route with a 2-person crew in the future. Staff would ask all residents to have their cans at the curb no later than 8 AM on trash pickup day, those with disabilities would need to coordinate with staff prior to the pickup day

The installation of dual cart tippers on 3 Garbage trucks would limit the risk of injury to staff and Tampa Crane is an authorized dealer for Heil Environmental. Also providing the cart would eliminate the oversized and multiple cans at the curb for pickup. I would like to keep the same 96-gallon carts city-wide to ensure the parts are uniform for repairs. We currently have these carts on the beach, Archibald Park, Johns Pass Park, Patriot Park, Bicentennial Park, and busy beach access parking lots with minimal

repairs. With the recommendation from the commission, staff has provided the quote for 64 Gallon Containers. With the 64-gallon container please note that most of the residents have over 64 gallons at the curb currently and will need an additional bin causing the cost to increase for the containers.

Fiscal Impact

64-gallon Container • \$35,330 for 3 sets (total of 6) cart tippers (Parts & Labor) and \$115,871.86.00 for 2,000 64-Gallon Containers for a total cost of \$151,201.86

96-gallon Containers • \$35,330 for 3 sets (total of 6) cart tippers (Parts & Labor) and \$124,364.00 for 2,000 96-Gallon carts for a total cost of \$159,694.00

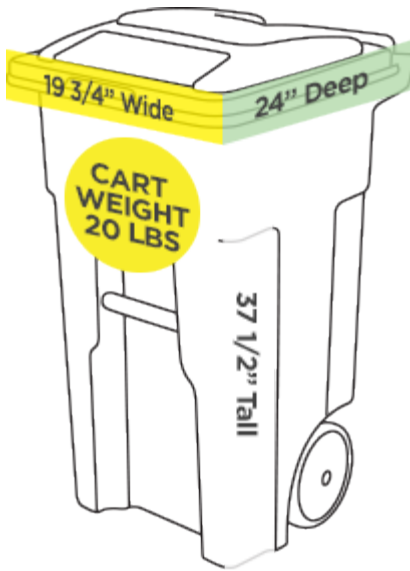
The fiscal Year 2023 has \$45,000 budgeted in Sanitation for Capital Equipment and 135,000 for 96-gallon cart purchases.

Recommendation(s)

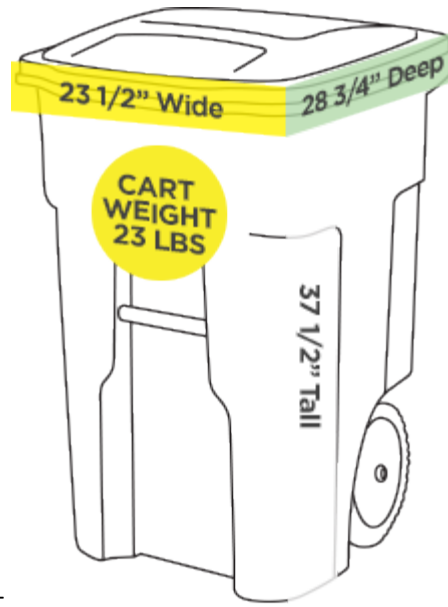
Staff recommends the approval of the purchase of 3 sets of Cart Tippers from Tampa Crane to be installed on the Kenworth T880 Garbage trucks and the purchase of 2,000 96-gallon or 64-gallon carts from Toter for a total cost of \$159,694.000 (96-gallon) or \$151,201.86 (64-gallon)

Attachments

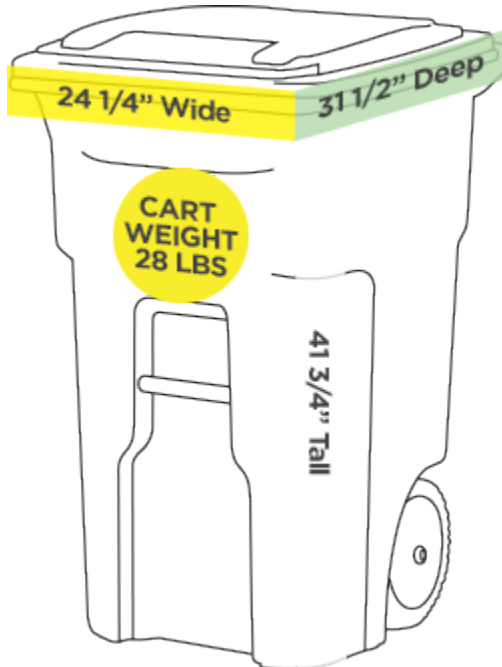
- ⌚ Dimensions and weight
- ⌚ 64-gallon quote
- ⌚ 96-gallon quote
- ⌚ Tampa Crane quote



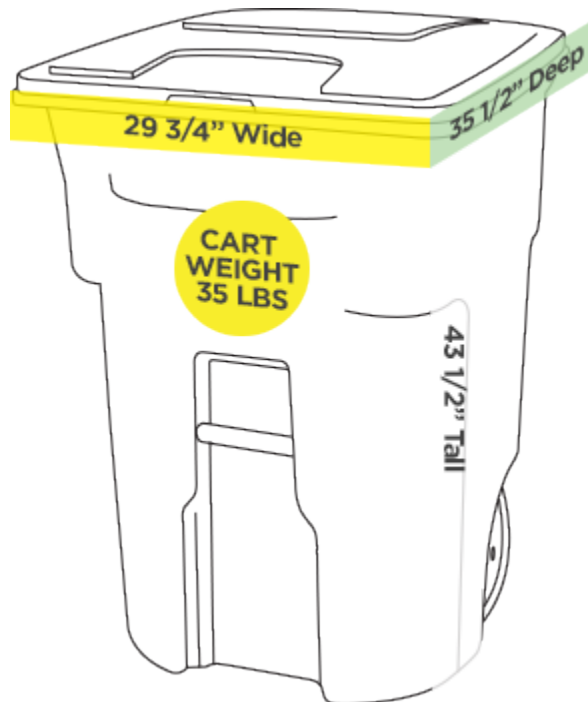
32gal -



48gal -



64gal -



96gal -



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10250510

Item 4I.

Sell To:

Contact Name	Megan Wepfer	Ship To Name	City of Madeira Beach
Bill To Name	City of Madeira Beach	Ship To	505 150th Ave
Bill To	300 Municipal Dr		727-391-9951
	Madeira Beach, FL 33708-1916		Madeira Beach, FL 33708
	USA		USA
Email	mwepfer@madeirabeachfl.gov		
Phone	(727) 543-8154		

Quote Information

Salesperson	Brittany Taylor	Created Date	10/6/2022
Salesperson Email	btaylor@wastequip.com	Expiration Date	10/21/2022
		Quote Number	WQ-10250510
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (249) Sandstone ---Lid Color - (240) Tan ---Body Hot Stamp on Both Sides (Existing) in (Not provided) ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	2,000.00	\$56.00	\$112,000.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$112,000.00
Shipping Terms	FOB Origin	Shipping	\$12,364.00
		Tax	\$0.00
		Grand Total	\$124,364.00

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10250510

Item 4I.

are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Sell To:

Contact Name	Megan Wepfer	Ship To Name	City of Madeira Beach
Bill To Name	City of Madeira Beach	Ship To	505 150th Ave
Bill To	300 Municipal Dr		727-391-9951
	Madeira Beach, FL 33708-1916		Madeira Beach, FL 33708
	USA		USA
Email	mwepfer@madeirabeachfl.gov		
Phone	(727) 543-8154		

Quote Information

Salesperson	Brittany Taylor	Created Date	11/7/2022
Salesperson Email	btaylor@wastequip.com	Expiration Date	11/22/2022
		Quote Number	WQ-10253757
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	---Body Color - (249) Sandstone ---Lid Color - (240) Tan ---Body Hot Stamp on Both Sides (Existing) in (Not provided) ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	2,000.00	\$52.50	\$105,000.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$105,000.00
Shipping Terms	FOB Origin	Shipping	\$10,871.86
		Tax	\$0.00
		Grand Total	\$115,871.86

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10253757

Item 4I.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



5701 N 50th Street, Tampa, FL 33610
 USA TOLL FREE: 888-922-7263
 Local Phone: (813)-246-5510
 Fax: (813)-246-5322
 www.tampacrane.com

*** **Customer Review** ***
 Date / Time: 10/7/2022 2: Item 41.
 Repair Order: 149
 Customer: 40094
 Branch: TCB
 Invoice Total: \$ 35,330.00
 Charge
 Page 1 of 1

Bill To: City of Madeira
 300 Municipal Drive
 Madeira Beach, FL 33708
 Shop: 727-409-6101 Fax: 727-395-9361

Ship To: City of Madeira
 300 Municipal Drive
 Madeira Beach, FL 33708

Customer P/O: kjones Completion Date:

Unit Number: 26 **Model Year:** 2022 **Make/Model:** Heil Front Loader
Type: Front Loader **VIN:** FP5025398 **Half Pack**

Task: 1 Hydraulic Hydraulic Department: Service

Complaint: Estimate to install tippers for three trucks:

Perform tipper and tap in kit installation
 Perform needed welding and routing of hoses
 Perform touch up paint as needed
 Test tipper operations

Note: this estimate is for three trucks.

This estimate is based on initial inspection only. Often times hidden damage is not visible. When additional parts or labor hours are required to complete the repair, a supplemental estimate will be provided to the customer for additional authorization. Estimates are valid for 30 days from date of creation.

Description / Ref Number		U/M	Quantity	Price	Extended Price
Shop Supplies	Misc		1.00	200.00	200.00
Revolution 2018 Hd/Mount Kit	Part	EA	6.00	4,000.00	24,000.00
TAP IN KIT-DUAL LIFTERS	Part	EA	3.00	2,330.00	6,990.00

Payment Method

Charge

Totals		
Total Parts:		\$30,990.00
Total Core Chg:		\$0.00
Total Core Ret:		\$0.00
Total EHC:		\$0.00
30.00 Total Labor:		\$4,140.00
Total Miscellaneous:		\$200.00
Invoice Subtotal:		\$35,330.00
Total Tax:		\$0.00
Invoiced Total:		\$35,330.00



Memorandum

Meeting Details: February 8, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: W&A Third Amendment for cleaning Services

Background

The City of Madeira Beach has utilized W&A Cleaning Services, LLC since 2014 to clean and maintain its various facilities. This contract provides a service that is currently not provided in-house by City personnel. The Public Works Department would like to exercise the third and final amendment to the contract to continue the level of cleanliness the residents and visitors deserve and expect.

The current monthly fee from October to February is \$10,250 which covers one (1) time a day cleaning for all municipal facilities listed on the attached location and cleaning list. In 2022 staff amended the agreement to add an additional cleaning per day along and extending for an additional month to the public restrooms located at Archibald Park, Tom & Kitty Stuart Park, Johns Pass Park, and Johns Pass Village due to the high volume. Previously the public restrooms were cleaning two (2) times per day from April to September and was changed in the second (2) amendment to three (3) times per day from March through September. With the additional day the public restrooms listed above are cleaned three (3) times per day which has kept a cleaner environment.

Angel & Wanda have gone above and beyond during these past years and are always a phone call away. Examples of going above and beyond are pressuring washing the floors at Archibald Park and Johns Pass Park without being asked because they needed and were done for no additional cost. Always being there to help with traffic control during events if needed. Pressure washing the front porch of city hall.

Fiscal Impact

The fiscal impact will be as follows:

- October to February \$10,250.00 per month (5 Months)
- March to September \$14,170.00 per month (7 Months)
 - Archibald, Tom & Kitty Stuart, Johns Pass Park, and Village cleaned 3 times per day.

Annual cost of \$150,440.000

Recommendation(s)

Staff recommends approval of the third amendment to W&A Cleaning contract with the fee breakdown listed above for a total annual cost of \$150,440.00.

Attachments

- Third Amendment
- Second Amendment
- First Amendment

THIRD AMENDMENT TO
W&A CLEANING SERVICES LLC
AGREEMENT & CONTRACT

THIS THIRD AMENDMENT TO W&A CLEANING SERVICES LLC AGREEMENT & CONTRACT ("Third Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and **W&A CLEANING SERVICES, LLC**, a Florida limited liability company, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, CITY and CONTRACTOR entered into that certain W&A Cleaning Services LLC Agreement & Contract, hereinafter referred to as "Contract," dated April 21, 2015; and

WHEREAS, CITY and CONTRACTOR entered into that certain First Amendment to W&A Cleaning Services LLC Agreement & Contract, hereinafter referred to as "First Amendment," dated May 18, 2021; and

WHEREAS, CITY and CONTRACTOR entered into that certain Second Amendment to W&A Cleaning Services LLC Agreement & Contract, hereinafter referred to as "Second Amendment," dated July 14, 2022; and

WHEREAS, CITY and CONTRACTOR wish to extend the Contract for an additional one (1) year period beginning May 18, 2023 and ending May 17, 2024.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties mutually agree that:

1. The Contract shall be extended for one (1) additional year beginning May 18, 2023 and ending May 17, 2024.

2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract, as amended, are hereby ratified and confirmed by CITY and CONTRACTOR, and each, by the execution of this Third Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this Third Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation

ATTEST:

By: _____
Robin Gomez, City Manager

Clara VanBlargan, City Clerk

Dated: _____

W&A CLEANING SERVICES LLC
a Florida limited liability company

By: _____
Wanda Nieves, President

Dated: _____

**SECOND AMENDMENT TO
W&A CLEANING SERVICES LLC
AGREEMENT & CONTRACT**

THIS SECOND AMENDMENT TO W&A CLEANING SERVICES LLC AGREEMENT & CONTRACT ("Second Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and **W&A CLEANING SERVICES, LLC**, a Florida limited liability company, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, CITY and CONTRACTOR entered into that certain W&A Cleaning Services LLC Agreement & Contract, hereinafter referred to as "Contract," dated April 21, 2015; and

WHEREAS, CITY and CONTRACTOR entered into that certain First Amendment to W&A Cleaning Services LLC Agreement & Contract, hereinafter referred to as "First Amendment," dated May 18, 2021; and

WHEREAS, CITY and CONTRACTOR wish to extend the Contract for an additional one (1) year period beginning May 18, 2022 and ending May 17, 2023, and provide for a one (1) year option, revise the compensation terms and provide for services at possibly an additional location

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties mutually agree that:

1. Paragraph 3 of the Contract is amended to read as follows:

City shall pay Contractor \$10,250.00 per month, for the months of October through February, in bi-weekly payments of \$5,125.00, and \$14,170.00 per month, for the months of March through September, in bi-weekly payments of \$7,085.00, for services to be performed 7 days a week with the City providing all cleaning supplies (including paper products and cleaning chemicals). Emergency cleaning or Special Events cleaning will be charged on an hourly

rate of \$35.00 per hour. The Contracts purpose is to ensure that all City buildings, City restrooms and all other City facilities are cleaned perfectly for the next workday. Work that is not completed during the day is the sole responsibility of the Contractor despite the number of hours it may take to get all the work done to be ready for the following day.

2. Paragraph 5 of the Contract is amended to read as follows:

Contractor shall begin performing services on May 18, 2022. Contract will be in effect for until May 17, 2023. The City has the option to renew the Contract for one (1) additional one (1) year term.

3. Paragraph 10 shall be added to the Contract and it shall read as follows:

10. In the event CITY takes over the maintenance responsibilities of the Pinellas County park located at 14400 Gulf Blvd., effective July 1, 2022, CONTRACTOR shall perform the same tasks/services in the County Park building as those listed in paragraph 4 above and shall be paid an additional fee of \$980.00 per month, for the months of October through February, resulting in an additional bi-weekly payment of \$490.00, and an additional fee of \$1,932.00 per month, for the months of March through September, resulting in an additional bi-weekly payment of \$966.00.

4. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract, as amended, are hereby ratified and confirmed by CITY and CONTRACTOR, and each, by the execution of this Second Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this Second Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation

By: 
Robin Gomez, City Manager

ATTEST:


Clara VanBlargan, City Clerk

Dated: 7-14-2022

W&A CLEANING SERVICES LLC
a Florida limited liability company

By: 
Wanda Nieves, President

Dated: 

FIRST AMENDMENT TO
W&A CLEANING SERVICES LLC
AGREEMENT & CONTRACT

THIS FIRST AMENDMENT TO W&A CLEANING SERVICES LLC AGREEMENT & CONTRACT ("First Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and **W&A CLEANING SERVICES, LLC**, a Florida limited liability company, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, CITY and CONTRACTOR entered into that certain W&A Cleaning Services LLC Agreement & Contract, hereinafter referred to as "Contract," dated April 21, 2015; and

WHEREAS, CITY and CONTRACTOR wish to extend the Contract for an additional one (1) year period beginning May 18, 2021 and ending May 17, 2022, provide for two (2) one year options and revise the compensation terms.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties mutually agree that:

1. Paragraph 3 of the Contract is amended to read as follows:

City shall pay Contractor \$8,950.00 per month in bi-weekly payments of \$4,475.00 for services to be performed a minimum of 6 hours per day/7 days a week with the City providing all cleaning supplies (including paper products and cleaning chemicals). Upon the completion of the new building department (downstairs City Hall) the City shall pay Contractor \$10,250.00 per month in bi-weekly payments of \$5,125.00 for services to be performed a minimum of 6 hours per day/7 days a week with the City providing all cleaning supplies (including paper products and cleaning chemicals). Emergency cleaning or Special Events cleaning will be charged on an hourly rate of \$35.00 per hour. The Contracts purpose is to ensure that all City buildings, City restrooms and all other City facilities are cleaned perfectly for the next workday. Work that is not completed during the day is the sole

responsibility of the Contractor despite the number of hours it may take to get all the work done to be ready for the following day.

2. Paragraph 5 of the Contract is amended to read as follows:

Contractor shall begin performing services on May 18, 2021. Contract will be in effect until May 17, 2022. The City has the option to renew the Contract for two (2) additional one (1) year terms.

3. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract are hereby ratified and confirmed by CITY and CONTRACTOR, and each, by the execution of this Amendment, hereby signifies their intent to be bound thereby.

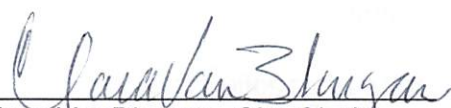
IN WITNESS WHEREOF the Parties hereto have executed this Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation

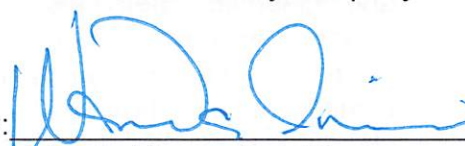
By: 
Robert Daniels, City Manager

Dated: 5/14/2021

ATTEST:


Clara VanBlargan, City Clerk

W&A CLEANING SERVICES LLC
a Florida limited liability company

By: 
Wanda Nieves, President

Dated: _____

Vendor	Product	Quantity	Cost
Resturant Depot			
	Jumbo Bath tissue	10	18.57
	Jumbo Bath tissue	42	16.99
	Steelwool (10 CT)	1	3.53
	Deodorizer	2	16.9
	Tissue JRT	2	28.72
	Dawn	6	16.67
	Fabuloso	4	28.5
Harbor Freight			
	XL Gloves	2	22.99
Jon Don			
	Bath Tissue 2 Ply	9	48.65
	Hand Soap	2	32.58
	Black 1.5 mil liners	2	26.25
	Mediclean	1	35.27
Tri US Janitorial Supplies			
	Paper Towel	8	34.95
	White .5 mil Liners	3	34.95
	Black 2 mil liners	2	31.95
	Hand Soap	6	36.25
	Bleach	2	17.5
	Vacuum bags	1	23.97
	Lysol	1	7.95
Estimated Monthly Cost			
Estimated Annual Cost			

Total
185.7
713.58
3.53
33.8
57.44
100.02
114
45.98
437.85
65.16
52.5
35.27
279.6
104.85
63.9
217.5
35
23.97
7.95
2577.6
30931.2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)

Item 4J.

05/17/2021

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 Melissa Ems Insurance Agency Inc 3446 49th St N Saint Petersburg, FL 33710 License #: E018442	CONTACT NAME: Leah Lindell	
	PHONE (A/C No. Ext): (727)321-9828	FAX (A/C No.): (727)321-6105
INSURED W&A Cleaning Services LLC 5311 49th St N St Petersburg, FL 33709	E-MAIL ADDRESS: leah@melissaems.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Johnson & Johnson Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 00001267-222862** **REVISION NUMBER: 11**

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			CL1782343D	11/03/2020	11/03/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ Included
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Madeira Beach, FL 300 Municipal Dr 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 <div style="text-align: right;">(LML)</div>

© 1988-2016 ACORD CORPORATION. All rights reserved.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 11/27/2020

EXPIRATION DATE: 11/27/2022

PERSON: WANDA I NIEVES

EMAIL: WANDANIEVES65@GMAIL.COM

FEIN: 471453186

BUSINESS NAME AND ADDRESS:

W&A CLEANING SERVICES, LLC

5311 49TH ST N

SAINT PETERSBURG, FL 33709

SCOPE OF BUSINESS OR TRADE:

Janitorial Services By
Contractors-No Window
Cleaning Above Ground Level
& Drivers

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 11/27/2020

EXPIRATION DATE: 11/27/2022

PERSON: ANGEL M NIEVES

EMAIL: WANDANIEVES65@GMAIL.COM

FEIN: 471453186

BUSINESS NAME AND ADDRESS:

W&A CLEANING SERVICES, LLC

5311 49TH ST N

SAINT PETERSBURG, FL 33709

SCOPE OF BUSINESS OR TRADE:

Janitorial Services By
Contractors-No Window
Cleaning Above Ground Level
& Drivers

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

Technology Insurance Company, Inc.

Item 4J.

A Stock Insurance Company
20 Trafalgar Square, Suite 459
Nashua, NH 03063

**WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY**

WC 99 00 01 B

INFORMATION PAGE

Ncci Code: 39071

1.	Insured: W&A CLEANING SERVICES LLC 5311 49 Street N Saint Petersburg, FL 33709 Other workplaces not shown above: See Extension of Information Page Producer: AmTrust North America, Inc. c/o ADP Insurance Services - Allentown Automatic Data Processing Insurance Agency, Inc. 1 ADP Blvd., M/S 625 Roseland, NJ 07068	Policy Number: TWC3919290 Individual _____ Partnership _____ Corporation or <u> X </u> LLC Federal Tax ID: 471453186 Risk ID: Renewal of: New										
2.	The policy period is from 10/21/2020 to 10/21/2021 12:01 a.m. at the insured's mailing address.											
3.	A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida B. Employers Liability Insurance: Part Two of the policy applies to work in each stated listed in item 3.A. The limits of our liability under Part Two are: <table border="0" style="margin-left: 40px;"> <tr> <td>Bodily Injury by Accident</td> <td>\$ 1,000,000</td> <td>each accident</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>\$ 1,000,000</td> <td>policy limit</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>\$ 1,000,000</td> <td>each employee</td> </tr> </table> C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3A. D. This policy includes these endorsements and schedules: See attached endorsement schedule.		Bodily Injury by Accident	\$ 1,000,000	each accident	Bodily Injury by Disease	\$ 1,000,000	policy limit	Bodily Injury by Disease	\$ 1,000,000	each employee	
Bodily Injury by Accident	\$ 1,000,000	each accident										
Bodily Injury by Disease	\$ 1,000,000	policy limit										
Bodily Injury by Disease	\$ 1,000,000	each employee										
4.	The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit. See Extension of Information Page <table border="0" style="width: 100%;"> <tr> <td>TOTAL ESTIMATED ANNUAL PREMIUM</td> <td style="text-align: right;">1,034</td> </tr> <tr> <td>STATE ASSESSMENT</td> <td style="text-align: right;">10</td> </tr> <tr> <td>TOTAL ESTIMATED COST</td> <td style="text-align: right;">1,044</td> </tr> <tr> <td>Minimum Premium</td> <td style="text-align: right;">656</td> </tr> <tr> <td>Deposit Premium</td> <td style="text-align: right;">527</td> </tr> </table>		TOTAL ESTIMATED ANNUAL PREMIUM	1,034	STATE ASSESSMENT	10	TOTAL ESTIMATED COST	1,044	Minimum Premium	656	Deposit Premium	527
TOTAL ESTIMATED ANNUAL PREMIUM	1,034											
STATE ASSESSMENT	10											
TOTAL ESTIMATED COST	1,044											
Minimum Premium	656											
Deposit Premium	527											

Issue Date: 10/21/2020

Countersigned By: _____
Authorized Representative


Municipal Facility List

City Hall – Monday - Friday 300 Municipal Dr.

- Includes entryway, lobby and front desk area, conference rooms (2), commission chamber Multipurpose room, gym, five (5) restrooms, outside stairs, kitchen area, cubicle area, eleven (11) individual offices and interior and exterior windows.
- Building Department addition below City Hall- entryway and lobby area, offices (8), open work area, conference room (1), restrooms (3), and kitchen/break area

City Fire Department – Once per week 200 Municipal Dr.

- Includes only four (4) Showers

Recreation Center – Interior Monday – Friday & Exterior Restrooms 7 days a week 200 Rex Place

- Includes entryway, lobby, front desk area, office areas, 3 rental rooms, indoor restrooms, patio/stage restrooms, concession restrooms and interior and exterior windows.

Marina – 7 days a week 503 150th Ave.

- Restrooms
- Laundry Room

Causeway Park – 7 days a week 150th Ave

- Includes only restrooms

Archibald Park – 7 days a week 15102 Gulf Blvd

1 time per day October – February, 3 times per day cleaning March – September

- Includes only restrooms

Tom and Kitty Stuart Park – 7 days a week 14080 Gulf Blvd

1 time per day October – February, 3 times per day cleaning March – September

- Includes only restrooms

Johns Pass Village – 7 days a week 12928 Village Blvd

- *1 time per day October – February, 3 times per day cleaning March – September*
- Includes only restrooms

Johns Pass Park – 7 days a week Next to 12901 Gulf Lane

1 time per day October – February, 3 times per day cleaning March – September

- Includes only restrooms

Municipal Facility Cleaning Plan

City Hall including Building Department (downstairs)

Entrance(s), Lobby, Reception Area, Commission Chamber and Multipurpose room

Daily:

1. Empty all trash receptacles, replace liners, and remove trash to outside collection point.
2. Thoroughly dust all horizontal and vertical surfaces, including windowsills, ledges, and moldings
3. Vacuum all carpet areas and mats.
4. Spot treat soiled carpets.
5. Dust mop hard surface floors.
6. Damp-mop hard surface floors, taking care to get into corners, along edges, and beneath furniture.
7. Clean coffee area

Monthly:

1. Thoroughly vacuum all carpeting, taking care to get into corners, along edges, and beneath furniture.
2. Spot wipe walls, light switches, and doors, removing fingerprints, smudges, and spills.
3. Complete all high dusting, including exhaust fans and air ventilators within reach.

Annual Services:

1. Shampoo all carpeted areas.

General office areas/Kitchen Area

Daily:

1. Empty all trash receptacles, replace liners, as needed, and remove trash to outside collection point.
2. Thoroughly dust all horizontal and vertical surfaces, windowsills, ledges, and moldings.
3. Vacuum high-traffic carpet areas.
4. Spot treat soiled carpet areas.
5. Dust mop hard surface floors.
6. Damp-mop hard surface floors, taking care to get into corners, along edges, and beneath furniture.

Monthly:

1. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.
2. Spot wipe walls, light switches, and doors removing fingerprints, smudges, and spills.
3. Complete all high dusting, including exhaust fans and air ventilators within reach.

Annual:

1. Shampoo all carpeted areas.

Conference Rooms - two (2)

Weekly:

1. Empty all trash receptacles, replace liners, as needed, and remove trash to outside collection point.
2. Thoroughly dust all horizontal and vertical surfaces, including countertops, windowsills, ledges, moldings, chair bases, telephones, pictures, office furniture and all furnishings.
3. Damp wipe all tables
4. Vacuum high-traffic carpet areas
5. Wipe or vacuum chairs

Monthly:

1. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture
2. Spot wipe walls, light switches, and doors removing fingerprints, smudges, and spills.
3. Complete all high dusting, including exhaust fans and air ventilators within reach.

Quarterly

1. Thoroughly scrub and rinse floors, taking care to get into corners, along edges, and beneath fixtures.

Restrooms (Upstairs - employee area, lobby, and gym- Building Department employee area and lobby)

Daily:

1. Empty all trash and replace liners, as needed and wipe receptacles clean. Remove trash to outside collection point.
2. Ensure all supplies including paper products, hand soap, etc. are adequately stocked
3. Air fresheners shall be installed in each restroom and replaced as needed.
4. Toilets to be cleaned and sanitized inside and outside. Polish bright work.
5. Toilet seats to be wiped clean on both sides.
6. Scour and sanitize all basins. Polish bright work.
7. Remove splash marks from walls around basins.
8. Dust horizontal surfaces, including partitions, top of mirrors, and frames. Clean and polish mirrors.
9. Sweep or dust mop hard surface floor.
10. Damp-mop floors as needed
11. Report any restroom repairs needed to the Public Works Department.

Monthly:

1. Spot wipe walls, light switches, and doors, removing fingerprints, smudges, and spills.
2. Complete all high dusting, including exhaust fans and air ventilators within reach.

Quarterly:

1. Thoroughly scrub and rinse floors, taking care to get into corners, along edges, and beneath fixtures.

Windows

Monthly:

2. Clean all interior Windows

Quarterly:

3. Clean all exterior windows.

Fire Department:

Showers four (4)

Weekly:

1. 1 Clean and scrub four (4) Showers

Recreation Center:

Entrance(s), Lobby, Reception Area, Boca View Hall, Ocean Walk and Starboard Rooms

Daily:

1. Empty all trash receptacles, replace liners, and remove trash to outside collection point.
2. Thoroughly dust all horizontal and vertical surfaces, including windowsills, ledges, and moldings
3. Vacuum all carpet areas and mats.
4. Spot treat soiled carpets.
5. Dust mop hard surface floors.
6. Damp-mop hard surface floors, taking care to get into corners, along edges, and beneath furniture.
7. Clean coffee area

Monthly:

1. Thoroughly vacuum all carpeting, taking care to get into corners, along edges, and beneath furniture.
2. Thoroughly scrub and rinse floors, taking care to get into corners, along edges, and beneath fixtures.
3. Spot wipe walls, light switches, and doors, removing fingerprints, smudges, and spills.
4. Complete all high dusting, including exhaust fans and air ventilators within reach.

Annual Services:

1. Shampoo all carpeted areas.

General office areas/Kitchen Area

Daily:

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a outside collection point.
2. Thoroughly dust all horizontal and vertical surfaces, including windowsills, ledges, and moldings
3. Vacuum high-traffic carpet areas.
4. Spot treat soiled carpet areas.

Monthly:

1. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.
2. Thoroughly scrub and rinse floors, taking care to get into corners, along edges, and beneath fixtures.
3. Spot wipe walls, light switches, and doors removing fingerprints, smudges, and spills.
4. Complete all high dusting, including exhaust fans and air ventilators within reach.

Annual:

1. Shampoo all carpeted areas.

Windows

Monthly:

1. Clean all interior Windows

Quarterly:

1. Clean all interior Windows

Restrooms - four (4) - Inside, Stage (2) locations, and Concession stand

Daily:

1. Empty all trash and replace liners, as needed and wipe receptacles clean. Remove trash to outside collection point.
2. Ensure all supplies including paper products, hand soap, etc. are adequately stocked
3. Air fresheners shall be installed in each restroom and replaced as needed.
4. Toilets to be cleaned and sanitized inside and outside. Polish bright work.
5. Toilet seats to be wiped clean on both sides.
6. Scour and sanitize all basins. Polish bright work.
7. Remove splash marks from walls around basins.
8. Dust horizontal surfaces, including partitions, top of mirrors, and frames. Clean and polish mirrors.
9. Sweep or dust mop hard surface floor.
10. Damp-mop floors as needed
11. Report any restroom repairs needed to the Public Works Department.

Monthly:

1. Spot wipe walls, light switches, and doors, removing fingerprints, smudges, and spills.
2. Complete all high dusting, including exhaust fans and air ventilators within reach.

Quarterly:

1. Thoroughly scrub and rinse floors, taking care to get into corners, along edges, and beneath fixtures.

Marina

Restrooms and laundry room:

Daily

1. Empty all trash and replace liners, as needed and wipe receptacles clean. Remove trash to an outdoor collection point.
2. Toilets to be cleaned and sanitized inside and outside. Polish bright work.
3. Toilet seats to be wiped clean on both sides.
4. Scour and sanitize all basins. Polish bright work.
5. Remove splash marks from walls around basins.
6. Dust horizontal surfaces, including partitions, top of mirrors, and frames. Clean and polish mirrors.
7. Sweep or dust mop hard surface floor.
8. Damp-mop floors as needed
9. Report any restroom repairs needed to the Public Works Department.

Monthly:

1. Spot wipe walls, light switches, and doors, removing fingerprints, smudges, and spills.
2. Complete all high dusting, including exhaust fans and air ventilators within reach.
3. Clean out laundry vents

Quarterly:

1. Thoroughly scrub and rinse floors, taking care to get into corners, along edges, and beneath fixtures.

Restroom Facilities: Causeway Park, Archibald Park, Tom and Kitty Stuart Park, Johns Pass Village, Johns Pass Park

Daily

1. Empty all trash and replace liners, as needed and wipe receptacles clean. Remove trash to a collection point.
2. Toilets to be cleaned and sanitized inside and outside. Polish bright work.
3. Toilet seats to be wiped clean on both sides.
4. Scour and sanitize all basins. Polish bright work.
5. Remove splash marks from walls around basins.
6. Dust horizontal surfaces, including partitions, top of mirrors, and frames. Clean and polish mirrors.
7. Sweep or dust mop hard surface floor.
8. Damp-mop floors as needed
9. Report any restroom repairs needed to the Public Works Department.

Monthly:

1. Spot wipe walls, light switches, and doors, removing fingerprints, smudges, and spills.
2. Complete all high dusting, including exhaust fans and air ventilators within reach.

Quarterly:

1. Thoroughly scrub and rinse floors, taking care to get into corners, along edges, and beneath fixtures.



Memorandum

Meeting Details: BOC Workshop 4/26/2023

Prepared For: Mayor and Commissioners

From: Jenny Rowan, CFM, Community Development Director, Community Development
Department

Subject: CRS

Background:

The Community Rating System (CRS) is a voluntary incentive program for communities that exceed the minimum requirements of the National Flood Insurance Program (NFIP). The NFIP is administered through FEMA. The CRS rewards (through a point system) communities for higher regulatory standards of development in the floodplain, public outreach to residents, and other flood-related programs. These programs and standards are reviewed annually through FEMA. Every five years the city undergoes an extensive review of the CRS with representatives from FEMA. The City of Madeira Beach's five-year cycle review will occur in August this year.

Discussion:

Through the CRS, the community receives discounts on flood insurance premium rates, eligible for federally backed mortgages, and eligible for post-disaster assistance. The CRS discounts on flood insurance premium rates range from 5% to 45% based on CRS credit points. The discounts provide an incentive for communities to implement new flood protection activities that help save lives and property during a flood event. The City of Madeira Beach is a class rate seven which provides 15% discount on insurance premiums.

Due to rising sea levels, flooding events, and an increase of number and intensity of hurricanes, the CRS is even more important not only to reduce property owner's insurance premiums and availability of post-disaster assistance, but also for the city to create and maintain resiliency projects.

Fiscal Impact: City staff time for FEMA reviews and creating, updating, and maintaining the CRS program. Though the current CRS rate residents receive 15% discount on insurance premium rates.

Recommendation(s): Staff recommends the City to remain in the CRS program and to review the CRS program to see where the City may improve to receive more points.

Attachments:



Memorandum

Meeting Details: Board of Commissioners Workshop Meeting April 26, 2023

Prepared For: Hon. Mayor and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-09, Increase in Notice Requirement for Development Agreement Applications

Background: Ordinance 2023-09 expands the distance of mailed public notices from 200 feet to 300 feet of the subject property for entering into, amending, or revoking a development agreement. The ordinance also clarifies that the Community Development Department will post and mail the public notice when the Development Agreement goes before the planning commission.

Discussion: Changing the public notice for entering into, amending, or revoking a development agreement mailing distance to properties within 300 feet would be the same as the public notice mailing requirements for other public hearing notices (land use and zoning changes, alcohol beverage applications, and variances).

Fiscal Impact: Minor increase in mailing postage and staff time preparing extra mailing notices.

Recommendation(s): Staff recommends the approval of Ordinance 2023-09

Attachments:

- Ordinance 2023-09
- Forward Pinellas Consistency Letter

ORDINANCE 2023-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 86-144 (NOTIFICATION) OF ARTICLE IV (DEVELOPMENT AGREEMENTS) OF CHAPTER 86 (ADMINISTRATION) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR NOTICE BY U.S. MAIL TO ALL PROPERTY OWNERS WITHIN 300 FEET IN ANY DIRECTION OF PROPERTY WHICH IS THE SUBJECT OF A PUBLIC HEARING CONSIDERING AN APPLICATION TO ENTER INTO, AMEND OR REVOKE A DEVELOPMENT AGREEMENT; PROVIDING THAT NOTICES SHALL BE POSTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the Planning Department has reviewed the current provisions of Section 86-144 of Article IV (Development Agreements) of Chapter 86 (Administration) of the Code of Ordinances and has recommended that the notice provision therein be increased from 200 feet to 300 feet; and

WHEREAS, the recommendations of the Planning Department has been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Section 86-144 (Notification) of Article IV (Development Agreements) of Chapter 86 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 86-144. – Notification.

- (a) When and at such time as an application for entering into, amending or revoking a development agreement is made, the ~~city clerk~~ Community Development Department shall post a notice of the time and place at which the planning

commission, local planning agency shall consider the subject matter at a public hearing a minimum of 15 days prior to the hearing. Notice of the intent to consider the application for entering into, amending or revoking a development agreement shall be advertised in a newspaper of general circulation and readership within the city at least seven days before the planning commission, local planning agency public hearing. At least 15 days prior to the planning commission, local planning agency public hearing, notice of intent to consider the application for entering into, amending or revoking a development agreement shall also be mailed by first class United States Mail to all property owners of record on the tax roll of the year within which the case is being heard within ~~200~~300 feet in any direction of the property which is the subject matter of the application. Additionally, the notice of intent shall be posted upon the property itself. All such notices of intent to consider the application for entering into, amending or revoking of the development agreement shall specify the location of the land(s) subject to the application, the development uses proposed on the property(ies), the proposed population densities and the proposed building intensities and height and a statement that provides that the board of commissioners, in approving a development agreement, is authorized, without limitation, to grant relief from any provision of the land development regulations that is otherwise authorized to be waived, varied or granted by the land development regulations. All such notices of intent shall also specify a place where a copy of the proposed development agreement can be obtained. The day, time and place at which the board of commissioners will conduct a second public hearing on the application to enter into, amend or revoke a development agreement shall be announced at the first public hearing held before the planning commission, local planning agency. Note: Failure to notify all of the abutting property owners, as shown on the records of the Pinellas County Property Appraiser's Office, shall not constitute grounds for re-advertising the public hearing or conducting additional public hearings and shall not affect any action or proceeding on the application.

- (b) After completion of the first public hearing before the planning commission, local planning agency regarding an application for entering into, amending or revoking a development agreement, the ~~city clerk~~ Community Development Department shall post a notice of the time and place at which the board of commissions shall consider the subject matter at a second public hearing a minimum of 15 days prior to the hearing. Notice of the intent to consider the application for entering into, amending or revoking a development agreement shall be advertised in a newspaper of general circulation and readership within the city at least seven days before the board of commissioners public hearing. Additionally, the notice of intent shall be posted upon the property itself. All such notices of intent to consider the application for entering into, amending or revoking of the development agreement shall specify the location of the land(s) subject to the application, the development uses proposed on the properties, the proposed population densities and the proposed building intensities and height and a statement that provides that the board of commissioners, in approving a development agreement, is authorized, without limitation, to grant relief from any provision of the land development

regulations that is otherwise authorized to be waived, varied or granted by the land development regulations. All such notices of intent shall also specify a place where a copy of the proposed development agreement can be obtained. Note: Failure to notify all of the abutting property owners, as shown on the records of the Pinellas County Property Appraiser's Office, shall not constitute grounds for re-advertising the public hearing or conducting additional public hearings and shall not affect any action or proceeding on the application.

Section 2. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 3. 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 4. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.**

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



April 7, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed code amendments (Ord. Nos. 2023-09, 2023-10, 2023-12, and 2023-13)

Dear Andrew:

Thank you for forwarding the proposed code amendments, revising provisions for public notice, alcoholic beverage permits, portable signs, and rental of residential amenities. These subjects are not addressed by the Countywide Rules, and therefore the City's amendments do not require a consistency review.

If you have any questions or if there is anything I can assist with, please feel free to call me at 727-424-3351 or email me at lfisher@forwardpinellas.org.

Sincerely,

A handwritten signature in black ink that reads "Linda Fisher".

Linda Fisher
Principal Planner



Memorandum

Meeting Details: Board of Commissioners Workshop Meeting April 26, 2023

Prepared For: Hon. Mayor and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-10, Amendment to Ch. 110 - Alcohol Beverage Permit Application Fee

Background:

The proposed Ordinance 2023-10 removes the exact fee amount for alcoholic beverage applications from the Madeira Beach Code of Ordinances. Instead, the City's Fees & Collection Procedure Manual will determine the cost of an alcoholic beverage permit application.

Discussion:

By referencing the City's Fees & Collection Procedure Manual instead of stating the exact fee amount, the alcoholic beverage permit application fee can be adjusted without needing to change the fee amount within the Code.

Fiscal Impact:

The ability to adjust the alcohol beverage permit application without amending the Code will save on staff time and notices to amend the Code and make it easier to adjust costs.

Recommendation(s):

Staff recommends the approval of Ordinance 2023-10.

Attachments:

- Ordinance 2023-10
- Forward Pinellas Consistency Letter

ORDINANCE 2023-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTIONS 110-531, 110-533 AND 110-539 OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO REFER TO THE CITY'S FEES & COLLECTION PROCEDURE MANUAL FOR THE COST OF AN ALCOHOLIC BEVERAGE PERMIT APPLICATION FEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff is recommending that the Board of Commissioners of the City of Madeira Beach, Florida, amend Sections 110-531, 110-533 and 110-539 of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) to refer to the City's Fees & Collection Procedure Manual for the cost of an alcoholic beverage permit application fee; and

WHEREAS, the recommendations of staff have been found meritorious by the Planning Commission and the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That subparagraph (6) of Section 110-531 (Application for Zoning of Lot for Sale of Alcoholic Beverages) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

- (6) Payment of athe non-refundable ~~\$500.00~~-application fee listed in the Fees & Collection Procedure Manual.

Section 2. That subparagraph (b) of Section 110-533 (Reconsideration of Alcoholic Beverage Zoning) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

- (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 ~~\$500.00~~ application fee listed in the Fees & 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.

Section 3. That subparagraph (b) of Section 110-539 (Application Processing and Fees) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

- (b) The city manager is authorized to charge ~~an the~~ application fee ~~of \$500.00~~ listed in the Fees & Collection Procedure Manual for processing the application.

Section 4. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 5. 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 6. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.**

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING:

PUBLISHED:

PASSED ON SECOND READING:



April 7, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed code amendments (Ord. Nos. 2023-09, 2023-10, 2023-12, and 2023-13)

Dear Andrew:

Thank you for forwarding the proposed code amendments, revising provisions for public notice, alcoholic beverage permits, portable signs, and rental of residential amenities. These subjects are not addressed by the Countywide Rules, and therefore the City's amendments do not require a consistency review.

If you have any questions or if there is anything I can assist with, please feel free to call me at 727-424-3351 or email me at lfisher@forwardpinellas.org.

Sincerely,

A handwritten signature in black ink that reads "Linda Fisher".

Linda Fisher
Principal Planner



Memorandum

Meeting Details: Board of Commissioners Workshop Meeting April 26, 2023

Prepared For: Hon. Mayor and Board of Commissioners

From: Andrew Morris, Planner/GIS Technician, Community Development Department

Subject: Ordinance 2023-12, Amendment to LDR - Definition of Portable Sign

Background: Ordinance 2023-12 updates the definition of portable sign to follow the federal appeals court ruling from LaCroix v. Town of Fort Myers Beach. The case ruled that it is a first amendment right for citizens to be able to carry non-commercial speech signs in public areas such as sidewalks and parks.

Discussion: Ordinance 2023-12 clarifies that a sign not bearing a commercial message which is carried by a person (whether worn or held by hand) shall not be considered a prohibited portable sign. These signs shall be permitted to be carried in any location such person is otherwise lawfully allowed to be present, including on the City's sidewalks and parks.

Fiscal Impact:

N/A

Recommendation(s):

Staff recommends the approval of Ordinance 2023-12.

Attachments:

- Ordinance 2023-12
- Forward Pinellas Consistency Letter

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 82-2 (DEFINITIONS) OF CHAPTER 82 (GENERAL PROVISIONS) OF THE CITY'S LAND DEVELOPMENT CODE TO REVISE THE DEFINITION OF PORTABLE SIGN; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City last amended its current sign code on December 11, 2018 via Ordinance 2018-14; and

WHEREAS, the sign code defines "portable sign" as any sign not permanently attached to the ground or other permanent structure, designed to be transported including, but not limited to, signs designed to be transported by means of wheels, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless such vehicle is used in the normal day-to-day operations of the business; and

WHEREAS, the City has become aware of the case of *LaCroix v. Town of Fort Myers Beach*, 38 F.4th 941 (11th Cir. 2022), wherein the federal appeals court determined that a similarly-worded provision had the effect of preventing citizens from carrying signs on their persons in traditional public areas such as sidewalks and parks to engage in their First Amendment rights; and

WHEREAS, in adopting similar model code language, the Board of Commiositioners did not, and does not intend to impinge on such rights; and

WHEREAS, since adopting its sign code the City has never cited any person for carrying a sign as a means of engaging in First Amendment rights, and the City is committed to never do so; and

WHEREAS, the Board of Commissioners has asked the City Attorney to revise the definition of "portable sign" to ensure it cannot be interpreted or applied in the manner described in the *LaCroix* case, and to ensure instead that it will affirm a citizen's right to carry a sign expressing any non-commercial speech the citizen desires to express; and

WHEREAS, the Board of Commissioners finds that it is in the interest of the City and its citizens to adopt the code amendment set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The definition of Portable Sign, as found under Sign Types within the definition of Sign, in Section 82-2 of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

Portable sign means any sign not permanently attached to the ground or other permanent structure, designed to be transported including, but not limited to, signs designed to be transported by means of wheels, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless such vehicle is used in the normal day-to-day operations of the business. For purposes of this chapter, a sign not bearing a commercial message which is carried by a person (whether worn or held by hand) shall not be considered a portable sign, and such signs shall be permitted to be carried in any location such person is otherwise lawfully allowed to be present, including on the City's sidewalks and parks.

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. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. 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 _____, 2023.**

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



April 7, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed code amendments (Ord. Nos. 2023-09, 2023-10, 2023-12, and 2023-13)

Dear Andrew:

Thank you for forwarding the proposed code amendments, revising provisions for public notice, alcoholic beverage permits, portable signs, and rental of residential amenities. These subjects are not addressed by the Countywide Rules, and therefore the City's amendments do not require a consistency review.

If you have any questions or if there is anything I can assist with, please feel free to call me at 727-424-3351 or email me at lfisher@forwardpinellas.org.

Sincerely,

A handwritten signature in black ink that reads "Linda Fisher". The signature is written in a cursive, flowing style.

Linda Fisher
Principal Planner



Memorandum

Meeting Details: Board of Commissioners Workshop Meeting April 26, 2023

Prepared For: Hon. Mayor and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2023-13, LDC - Rental of Residential Amenities

Background: Home amenity rentals have the potential to create negative impacts on residential neighborhoods by generating additional traffic, noise, and disruptive behavior. Ordinance 2023-13 prohibits the owner or authorized agent of an owner of a residential property from renting or leasing any amenity, feature, or structure other than a dwelling.

Discussion: Ordinance 2023-13 defines “Amenity, feature, or structure” as including, but is not limited to, sheds, garages, driveways, rooftops, attics, pools, spas, saunas, putting greens, sports courts, gazebos, or front, rear or side yards. Commercial and other areas in Madeira Beach that currently allow for renting or leasing recreation, or event facilities would not be affected by this ordinance.

Fiscal Impact:

N/A

Recommendation(s):

Staff recommends the approval of Ordinance 2023-13.

Attachments:

- Ordinance 2023-13
- Forward Pinellas Consistency Letter

ORDINANCE 2023-13

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING DIVISION 15 OF ARTICLE VI OF CHAPTER 110 (ZONING) OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MADEIRA BEACH CONCERNING RENTAL OF RESIDENTIAL AMENITIES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Florida municipalities have the constitutional and statutory home rule authority to adopt regulations to advance the health, safety and welfare of their residents and visitors, to preserve and protect the unique characteristics of their communities, and to ensure uses of land are consistent with the intended characteristics of established zoning districts; and

WHEREAS, the City of Madeira Beach finds that the recent advent of internet based marketplaces which allow owners of single family residential homes to rent out amenities of homes such as pools, yards, driveways and roofs on a daily or even hourly basis is detrimental to its residential neighborhoods; and

WHEREAS, such short term rental activities generate additional and frequent automotive traffic into single family residential neighborhoods from customers of such marketplaces, which traffic undermines the level, frequency and timing of traffic in such neighborhoods which were intended with these zoning districts were established; and

WHEREAS, such short term rental activities bring to such residential neighborhoods an increase in persons who do not actually live in or have any connection to the neighborhoods; and

WHEREAS, frequent home amenity rentals will have negative impacts on the residential neighborhoods in which they occur, including added automotive traffic, consumption of limited available street parking, increased law enforcement calls to address the noisy parties and other disruptive behavior, including behavior which can last into the night, which will often occur by amenity renters who, by virtue of their lack of connection to the property or neighborhood, will not have a regard for the occupants of neighboring homes; and

WHEREAS, the provisions of this Ordinance do not prevent citizens from accessing facilities to swim, conduct marriage ceremonies, engage in sports activities, or to otherwise recreate, as there are already ample businesses and venues within and proximate to the City which are properly zoned, with setbacks and other regulatory measures to ensure negative impacts on surrounding properties is minimized; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the City, its residents, and property owners, to approve the regulatory measures set forth in this Ordinance.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of the City of Madeira Beach, Florida, that:

Section 1. Division 15 of Article VI of Chapter 110 (Zoning) of the Land Development Regulations of the City of Madeira Beach is hereby created as follows:

DIVISION 15 – REGULATION OF RESIDENTIAL AMENITIES

Sec. 110-610. – Residential amenities rentals prohibited.

- (a) The owner or authorized agent of an owner of a residential property is prohibited from renting or leasing, or listing on any online marketplace for rent or lease, any amenity, feature, or structure, other than a dwelling, detached dwelling, dwelling units or accessory dwellings, appurtenant to or associated with such residential property, regardless of the purpose or length of time of said rental or lease.
- (b) For purposes of this section, the words “amenity, feature, or structure” includes, but is not limited to, sheds, garages, driveways, rooftops, attics, pools, spas, saunas, putting greens, sports courts, gardens, gazebos, or front, rear or side yards.

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. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Madeira Beach Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. 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 _____, 2023.

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



April 7, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed code amendments (Ord. Nos. 2023-09, 2023-10, 2023-12, and 2023-13)

Dear Andrew:

Thank you for forwarding the proposed code amendments, revising provisions for public notice, alcoholic beverage permits, portable signs, and rental of residential amenities. These subjects are not addressed by the Countywide Rules, and therefore the City's amendments do not require a consistency review.

If you have any questions or if there is anything I can assist with, please feel free to call me at 727-424-3351 or email me at lfisher@forwardpinellas.org.

Sincerely,

A handwritten signature in black ink that reads "Linda Fisher". The signature is written in a cursive, flowing style.

Linda Fisher
Principal Planner

CITY MANAGER'S REPORT- MARCH 2023

March arrived signaling the beginning (or per some, the continuation) of the Spring break season full of ongoing very nice weather as thousands visited our sand, various attractions, and a few special events throughout the month. From watching college softball to flying a kite to a waterfront carnival & fireworks to a fishing tournament to simply enjoying the beach, the gulf, and/or the sunsets, residents and visitors enjoyed the varied events/activities in our City, including:

- **The Spring Games Softball** – 31 college softball teams played 87 games
- **Kite Day at R.O.C. Park**
- **Gulf Beaches Rotary Spring Break Waterfront Festival**
- **Great American Grunt Hunt**
- **Final Friday Music at John's Pass Bell Tower area**

Even the brief return of the *Karenia brevis* algal blooms, the microscopic, single-celled, photosynthetic organism responsible for our 'red tides' only temporarily dampened visits to the sand and our parking lots in early March. Crowds were plentiful with thousands appearing to enjoy our eclectic City for the rest of March.

Mayor John Hendricks

Vice-Mayor Doug Andrews

Commissioner Dave Hutson



We also thanked 3 members of our City Commission for their wonderful contributions and years of service helping to make our City an even better place to live, learn, work, & play. I am extremely thankful and grateful for their many contributions that have continued to make Madeira Beach such a fabulous City for thousands to live in and a spectacular destination for millions. A very heartfelt thank you to:

CITY MANAGER'S REPORT- MARCH 2023

We similarly welcomed 3 new members to our City Commission beginning March 22:



Mayor Jim Rostek (3- Year Term
jrostek@madeirabeachfl.gov



Commissioner Ann-Marie Brooks- District 4
2- Year Term
abrooks@madeirabeachfl.gov



Commissioner Eddie McGeehen – District 3
2-year term
emcgeeheh@madeirabeachfl.gov

Please feel free to contact the new members of our Madeira Beach City Commission. Staff and I are very excited to be working with our entire Commission to ensure we continue to daily provide the most efficient and effective city services pursuant to the City's mission and vision.



CITY MANAGER'S REPORT- MARCH 2023

CITY CLERK

As of March 31, 2023, the Board of Commissioners held 8 (eight) meetings in 2023.

5-Year History – As of March 31, 2023 - Board of Commissioners Meetings

2018 – 15 meetings
2019 – 14 meetings
2020 – 13 meetings
2021 – 12 meetings
2022 – 8 meetings

All meetings are open to the public. Public comments are made in person with a three-minute time limit that can be extended. The public can view meetings by webcast or on Spectrum Ch. 640. Regularly scheduled meetings are held:

Board of Commissioners Meetings – Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708

Regular Meeting	2 nd Wednesday @ 6 p.m.
Regular Workshop Meeting	4 th Wednesday @ 6 p.m.

Meeting dates and times are subject to change due to holidays, etc.

BOARD MEMBER VACANCY ANNOUNCEMENT

Civil Service Commission

The City of Madeira Beach is seeking applications to fill one vacancy on the Civil Service Commission for the remainder of a three-year term expiring on 09/30/2025.

Boards, Commissions, and Committees are valuable to the local government process. The members are volunteers and provide a great service to the City and the community. Duties and responsibilities include reviewing the City's policies and procedures, Code of Ordinances, and the City Charter and making recommendations to the Board of Commissioners.

- Civil Service Commission – 5-member board – regular meetings held quarterly. Additional meetings are held for special projects and employee grievance hearings. Dates and times vary.
- Members must be City of Madeira Beach citizens and qualified voters.
- Appointments are made on experience and qualifications in Human Resources when possible.

Interested persons must submit an application to the City Clerk no later than Monday, May 1, 2023, to be considered for appointment at the 6:00 p.m., May 10, 2023, Board of Commissioners Regular



CITY MANAGER'S REPORT- MARCH 2023

Meeting located in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708. All applicants are encouraged to attend the meeting.

Applications may be obtained from the City Clerk at City Hall or downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/>.

Submit completed and signed applications to:

City Clerk
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
727-391-9951, ext. 231

Additional Information: Contact the City Clerk

NEW BOARD OF COMMISSIONERS – Congratulations!

Mayor (Three-Year Term)

James “Jim Rostek” was elected by the City of Madeira Beach voters at the March 14, 2023 Municipal Election to serve as the new Mayor for a three-year term. He was sworn into Office at the March 22, 2023 BOC Special Meeting, at which time his term began.


Commissioner District 3 (Two-Year Term)

Eddie McGeehen ran unopposed during the December 2022 Candidate Qualifying Period and serves as the new District 3 Commissioner for a two-year term. He was sworn into Office at the March 22, 2023 BOC Special Meeting, at which time the two-year term began.

Commissioner District 4 (Two-Year Term)

Anne-Marie Brooks ran unopposed during the December 2022 Candidate Qualifying Period and serves as the new District 4 Commissioner for a two-year term. She was sworn into Office at the March 22, 2023 BOC Special Meeting, at which time the two-year term began.

CITY MANAGER'S REPORT- MARCH 2023



City of Madeira Beach's Mission Statement

Madeira Beach, A Gulf Coast barrier island community, provides exceptional services to our residents, businesses, and visitors in a manner consistent with the eclectic nature of our city. We celebrate a quality of life enjoyed by all.

City of Madeira Beach's Vision Statement

Madeira Beach, gateway to the Gulf, is a welcoming, livable community dedicated to the preservation of our pristine natural beaches and our eclectic neighborhoods which create a unique sense of place for all.

Public Trust - *We believe that honesty and integrity are the foundation of all constructive relationships and the basis of public trust. We will ensure this through ethical behavior and decision making.*

Safety - *We value safety by promoting a healthy environment, infrastructure, and lifestyle for the community.*

Transparency - *We will protect and preserve open and honest governance to maintain the public's trust and confidence.*

Teamwork - *We are committed to working together, embracing diversity and inclusion to best serve one another and the public.*

Accountability - *We define accountability as taking ownership and responsibility for the outcomes of our decisions, actions, and management of our resources.*

Professionalism - *Professionalism is dedication to excellence through integrity, requiring careful analysis of issues, free of personal biases, with a commitment to the organization and the community.*

Respect - *We value all viewpoints and opinions and treat each other with courtesy and respect.*

I hope many of you enjoyed our various meetings, activities, and events throughout March and will similarly look to attend many others in April and May. Please continue reading to learn of April meetings, activities, and events, all listed on the City's website: www.madeirabeachfl.gov.

CITY STORE

Please stop by Mondays through Fridays from 8 am to 4:30 pm, to view and possibly purchase one of the new City of Madeira Beach shirts, hats, photo prints, stickers, and other items. Please help us showcase our unique Madeira Beach identity by wearing or displaying one of the new items. A very big thank you to all who have stopped by – we look forward to seeing many of you at City Hall.

CITY MANAGER'S REPORT- MARCH 2023



CITY CLEAN-UPS & BEAUTIFICATION

Thank you very much to our wonderful Madeira Beach organizations, Trash Pirates and Trash Turtles that once again held clean-ups in March as well as the organization *Keep Pinellas Beautiful* for their continued support of our two clean-up organizations and over-all countywide beautification.



- Trash Pirates monthly clean-up on Sat, Mar 4
- Trash Turtles & Great American clean-up on Sat, Mar 18

Thank you to all the wonderful volunteers, family, and friends that continue to make our community a better place to live, learn, work, and play. The pounds of trash removed at the clean-ups truly make our slice of paradise shine. We very much appreciated all who volunteered their time keeping our ***Two Miles Long and a Smile Wide*** city looking fabulous !

Additionally, our City Public Works and Recreation crews continued daily maintaining our beach/sand, parks, and public rights-of-way clean and beautiful. From the daily sand raking to trash abatement to tree/greenery maintenance City staff diligently ensure residents and visitors enjoy a pristine City. Thank you to all our City staff for their continued commitment.

CITY MANAGER'S REPORT- MARCH 2023



Beach Ordinances

Sec. 42-37 - Leave no trace

- Any unattended tent or property left on the Public Beach at night shall be deemed discarded by the owners and become the property of the City of Madeira Beach and may be removed and disposed of by the appropriate authority.
- All holes on the beach are to be filled in the same day they are created.
- Camping, bonfire, grilling and glass are prohibited.

Sec. 42-38 - Enforcement

- Violation of any provision of this article shall be subject to the following penalties:
 - First violation: \$100.00 fine.
 - Second violation: \$200.00 fine.
 - Third violation: Fine not to exceed \$500.00 pursuant to F.S. § 162.22.

Sec. 10-5 - Animals banned from Public Beaches

- It shall be unlawful for any dog, cat, other animal, whether running at large, on a leash, or being carried, to be on any public beach within the city.

**For more information or questions please call
Code Enforcement at 727-391-9951 X 295**

ENVIRONMENTAL STEWARDSHIP – LEAVE NO TRACE

As we continue with beautification work including the monthly city-wide clean-ups and enhanced recycling services, we will also continue reminding our residents, businesses, and visitors to ensure all trash/waste ends up in the proper containers particularly when visiting our sand.

Also please remember: No dogs on the Sand, No glass on the Sand. Fines are \$250 for littering and \$93 for dog on the sand/beach:

Help us leave no Trace !

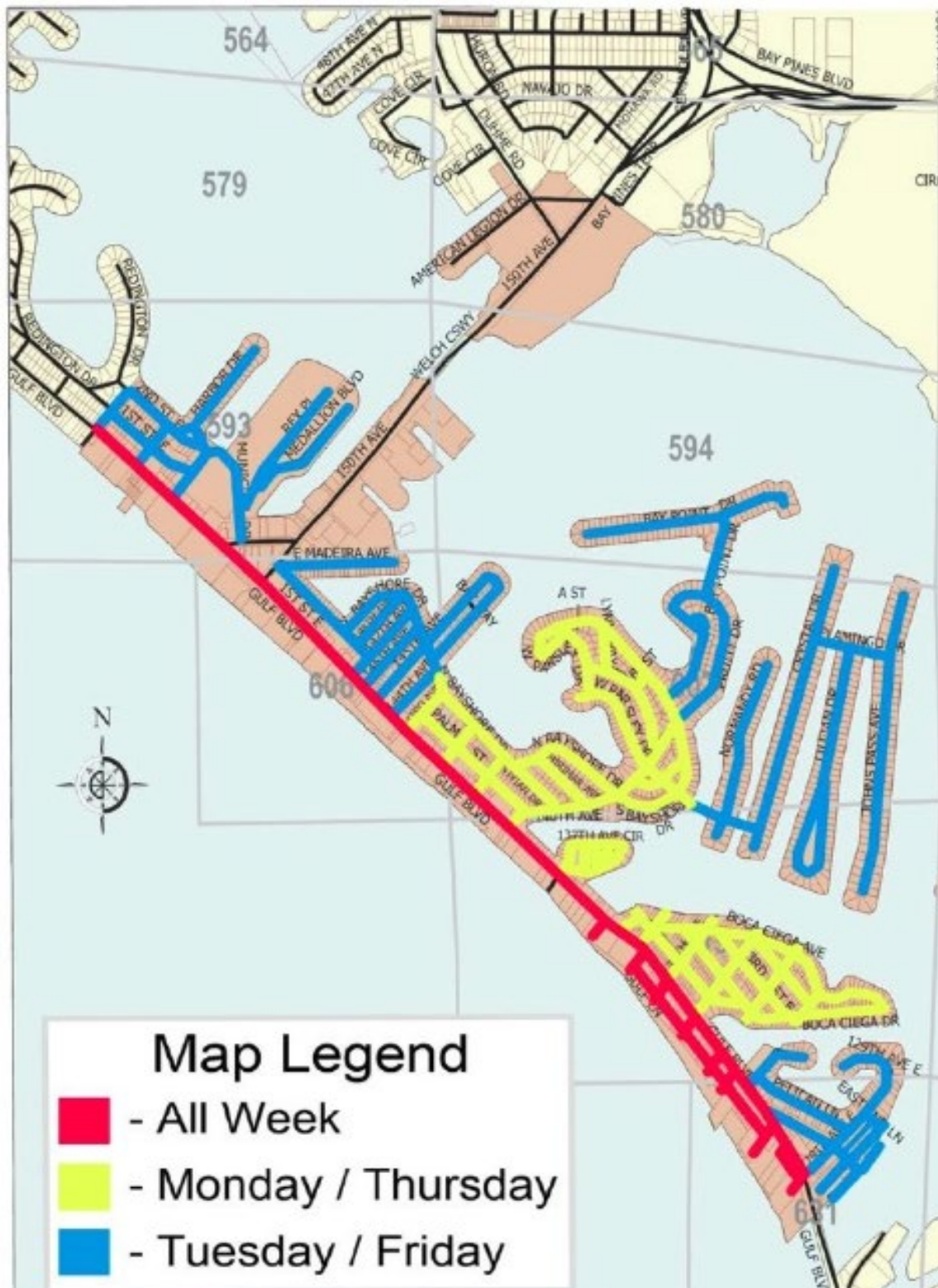
Sanitation-Trash Collection



City Public Works staff completed delivering the new 64-gallon trash containers (toter) to all residential properties. The new containers with a lid and wheels will need to be stored somewhere other than curbside, and wheeled out to the curb for collection no earlier than 5:30 pm the day prior to collection, and removed away from the curb by sunset the day of collection. The new containers will be maintained and repaired by the City of Madeira Beach Public Works/Sanitation department. The City of Madeira Beach greatly appreciates everyone's patience and understanding with the trash collection change that will help to keep our City even cleaner.

To verify your trash collection days and brush/yard waste collection day (only WEDNESDAY), please view the trash collection map on the City's website:
<https://madeirabeachfl.gov/sanitation/>

CITY MANAGER'S REPORT- MARCH 2023



CITY MANAGER'S REPORT- MARCH 2023

MADEIRA BEACH MARKET



Please remember to visit our weekly Market on Madeira Way showcasing over 30 local vendors selling a variety of crafts, arts, clothing, yummy food selections, fresh produce, and much more. Join us on Madeira Way every Wednesday from 10 am to 2 pm, until May 24, 2023 to shop local including many gift options. Residents and visitors alike will be impressed with the variety of items available for purchase.

CITY ACTIVITY

City staff continued our daily provision of various services including the daily cleaning and maintenance of our sand and our parks, processing building permits, providing recreation classes such as yoga and cardio drumming, special events, and providing daily parking, marina, public works, and other support services city-wide. Work on various projects listed below continued as we continued with the preparation of some sizeable projects including repairing/replacing beach groins and dredging a part of John's Pass.

CURRENT & UPCOMING CITY PROJECTS – more details in the Public Works section

- (1) Beach Groins Renourishment – surveying work completed-restoration to begin late May/June 2023.
- (2) East and West Parsley (area 3) and Parts of 129th and 131st Avenues (area 5) - milling and resurfacing streets & stormwater system improvements.
- (3) Gulf PI and adjacent City parking lots/beach access, from 135th to 130th Ave – milling and resurfacing, to begin in early summer 2023
- (4) City Military Honor Court, at Patriot Park – design in Spring 2023, construction Summer 2023.

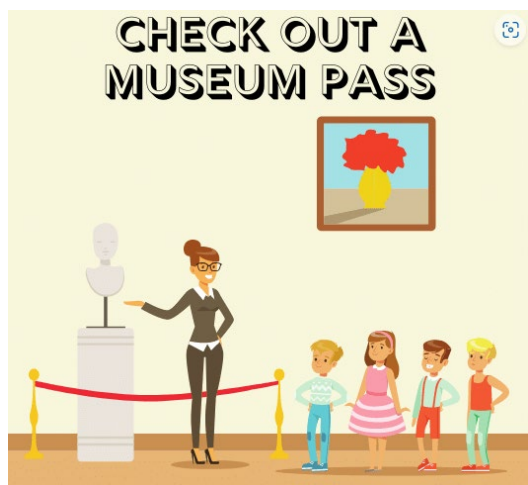
CITY MANAGER'S REPORT- MARCH 2023

GULF BEACHES PUBLIC LIBRARY



I strongly encourage any who have yet to visit our Gulf Beaches Public Library to stop by and utilize the many resources and materials available for all to use, including:

- eResources – ebooks, downloadables, and streaming services
- Storytime – kids, preschool, baby and me
- Events, including movies, games, an investment club, art classes
- Homework help
- Contests – Haiku Poetry Contest
- Tax help (Jan to Mid-April)
- Museum passes – FREE family admission to the below museums:



- [Dunedin History Museum](#)
- [Florida CraftArt](#)
- [The Florida Holocaust Museum](#)
- [Great Explorations Children's Museum](#)
- [Henry B. Plant Museum](#)
- [Imagine Museum](#)
- [The James Museum of Western & Wildlife Art](#)
- [Leepa Rattner Museum of Art](#)
- [Museum of Fine Arts](#)
- [Safety Harbor Museum & Cultural Center](#)
- [Tampa Bay History Center](#)

CITY MANAGER'S REPORT- MARCH 2023

Passes are available for in-person check out on a first-come, first-served basis. Passes are not renewable or holdable. Availability of passes can be searched in the [PPLC online catalog](#) or by contacting the library's circulation staff. You may check out passes for more than one museum, but you may only have one pass per museum at a time. Passes can only be checked out by adult PPLC cardholders in good standing.

Additional Library Information: www.gulfbeacheslibrary.org

UPCOMING SPECIAL EVENTS/ACTIVITIES/MEETINGS

- (1) **Trash Pirates monthly clean up** at John's Pass Bell Tower area and Archibald Park, Sat, Apr 1 and Sat, May 6 beginning at 8 am.
- (2) **BOARD OF COMMISSIONERS REGULAR MEETING**, Wed, Apr 12, 6 pm, CITY HALL – Commission Chambers
- (3) **Wild West Kingfish Tournament**, Sat, Apr 15, 3 pm, John's Pass Bell Tower area
- (4) **Market on Madeira Way**, Wed, Apr 19, 10 am – 2 pm, Madeira Way
- (5) **Hurricane & Sea Turtle Seasons Expo**, Sat, Apr 22, 10 am to noon (**lunch will be provided**)
- (6) **Big-C Monthly Meeting**, Wednesday, Apr 26, 9 am, Commission Chambers
- (7) **BOARD OF COMMISSIONERS BUDGET WORKSHOP** CITY HALL, Wed, Apr 26, 4pm – Commission Chambers
- (8) **BOARD OF COMMISSIONERS WORKSHOP** CITY HALL, Wed, Apr 26, 6 pm – Commission Chambers
- (9) **Final Friday, Friday, Apr, 28, 6 pm, John's Pass Bell Tower area**
- (10) **Grouper Gala**, Sat, May 6, 5 pm to 9:30 pm, R.O.C. Park

CITY MANAGER'S REPORT- MARCH 2023



CONTACTING CITY OF MADEIRA BEACH: a reminder of the various means and methods to contact/reach out to us, report an issue/concern, visit, etc.,

- City internet/web site: www.madeirabeachfl.gov
- Via email (listed on our website): rgomez@madeirabeachfl.gov
-all city employee emails are the first letter of the first name followed by last name
- On the phone (main line): **727-391-9951**
-additional phone #'s listed on website
- In person at City Hall, 300 Municipal Dr, open M-F 8 am to 4:30 pm: to obtain a resident permit parking pass/sticker, purchase our 75th anniversary items (shirts, hats, etc), to ask a question(s), or to just say hello
- In person at City Hall Commission Chambers, for our monthly Board of Commission meetings:
 - Regular Meeting on the 2nd Tuesday of each month
 - Workshop Meeting on the 4th Tuesday of each month
 - both typically begin at 6pm
- Via our App: **CITY OF MADEIRA BEACH MOBILE APP**

CITY MANAGER'S REPORT- MARCH 2023

CITY OF MADEIRA BEACH MOBILE APP



Launched in early November 2021, remember to download the free City of Madeira Beach mobile app, ***My Madeira Beach***, from the Apple App or Google Play stores. Residents, businesses, visitors can utilize the app to communicate service requests and/or report concerns/issues such as potholes, trash, graffiti, or any other area needing City attention. The app is also a great resource with links to the City website, news, and ongoing/upcoming events.

Thank you very much for your attention. Again, a huge thank you to all City staff that daily make Madeira Beach shine. Please let us know of any matter needing the City's attention. Stay Safe, enjoy Our Slice of Paradise, and a wish for all to enjoy every day throughout 2023 !!



CONTACTING CITY OF MADEIRA BEACH: a reminder of the various means and methods to contact/reach out to us, report an issue/concern, visit, etc.,

- City internet/web site: www.madeirabeachfl.gov
- Via email (listed on our website): rgomez@madeirabeachfl.gov
-all city employee emails are the first letter of the first name followed by last name

CITY MANAGER'S REPORT- MARCH 2023

- On the phone (main line): **727-391-9951**
-additional phone #'s listed on website
- In person at City Hall, 300 Municipal Dr, open M-F 8 am to 4:30 pm: to obtain a resident permit parking pass/sticker, purchase our 75th anniversary items (shirts, hats, etc), to ask a question(s), or to just say hello
- In person at City Hall Commission Chambers, for our monthly Board of Commission meetings:
Regular Meeting on the 2nd Tuesday of each month
Workshop Meeting on the 4th Tuesday of each month
-both typically begin at 6pm
- Via our App: **CITY OF MADEIRA BEACH MOBILE APP**

Building Official(s) – Development Report (March - 2023)

City Building Official, Frank DeSantis reports that our redevelopment/economic development continues at a steady pace including several large condominium projects on-going and/or under current plan review.

- The **Schooner Resort** is under review
- The **Tiki Docks Bar & Grill** permit has been issued. (Interior Restaurant only)
 - ✓ Framing is complete
 - ✓ Plumbing rough in is complete
 - ✓ Electrical rough in is 75% complete
 - ✓ Store front door has been installed
 - ✓ Drywall is installed.
 - ✓ Kitchen hoods installed.
- **15405 Gulf Blvd. Azul Townhomes**
 - ✓ Phase #1 3rd floor trusses are complete and decked.
 - ✓ C.M.U. to 4th floor next to be poured.
 - ✓ Framing on the lower floors is now ready to start roughs.
 - ✓ Phase #2 2nd floor trusses are complete and decked.
 - ✓ Phase #2 bldg C piling will start approximately 10 days.
- **200 150th Ave. Harbor at Town Center**
 - ✓ All vertical concrete is complete including stairs and elevator shaft.
 - ✓ All C.M.U. is complete.
 - ✓ Parking garage ramps are complete.
 - ✓ U.G. sewer and storm are complete.
 - ✓ S.O.G. is being prepped for pour next week.
 - ✓ Metal framing is complete on the 2nd. And 3rd. floors and ready to start rough.
 - ✓ 2nd and 3rd floor windows are still scheduled to be delivered next wk.
- The **Holiday Isles projects** (*The Development Order expires April 23rd, 2024*) No Change
 - ✓ **555 150th Ave.** (Hampton Inn Hotel) – (*The permit #4082 expires January 2, 2024*)
Site clearing and grading work continues – expected to be complete in two to three weeks.

CITY MANAGER'S REPORT- MARCH 2023

- ✓ **565 150th Ave.** (31-unit building) – *(The permit #20210386 expires July 30, 2025)*
New silt fencing installed, no scheduled date to start.

PERMIT TYPES ISSUED (03/01/2023 through 03/31/2023):

- | | | |
|---|---|---|
| • SFH projects – (0)
<i>Single Family Homes</i> | • Commercial projects – (0)
<i>Remodel</i> | • Residential projects – (4)
<i>Remodel</i> |
| • Docks & Lift projects – (10)
<i>Replacement & Repairs</i> | • Roof & Awning projects – (8)
<i>New & Re-roof</i> | • Fence – (5)
<i>New & Replacement</i> |
| • Generator projects – (0)
<i>New Generator</i> | • Swimming Pool – (5)
<i>New</i> | • Seawall projects – (1)
<i>New Seawall & Cap</i> |
| • Demo Permits – (2)
<i>Demolition</i> | • Driveway/Pavers – (2)
<i>New</i> | • Deck – (1)
<i>New & Replacement</i> |
| • Windows/Doors – (8)
<i>Replacement</i> | • Mechanical E/C/O's – (12)
<i>New AC units</i> | • Sign projects – (0)
<i>New Sign Permits</i> |
| • Electrical Permits – (6)
<i>Meter, Panel C/O's</i> | • Plumbing HW C/O's – (4)
<i>Hot Water Heaters</i> | • Solar Permits – (1)
<i>New Solar Permits</i> |

Monthly Totals (03/01/2023 through 03/31/2023):

- **Building Department:**
 1. 84 different types of permits were processed & issued.
 2. \$35,089.30 Permit fees collected.
 3. \$1,453,729 Permit estimated value or cost.
 4. 217 completed inspections (average 12 +/- per day)
- **Building Code Compliance & Residential Rental Inspections:**
 1. 9 new code compliance case was created.
 2. 5 code compliance cases being resolved.
 3. 34 open/outstanding code compliance concerns with the help of the Special Magistrate.
 4. 0 residential rental inspections for the month of March.
 - 5.

PARKING

March Parking Revenue: \$ 415,852.55

- Parking Meters: \$ 248,273.90
- Parking Fines: \$ 75,542.00
- Parking Garage Fund: \$ 559,708.00
 - \$.50 from every hour of parking fees are placed in a fund to build a parking garage. This fund was started December 2021.

CITY MANAGER'S REPORT- MARCH 2023

MADEIRA BEACH FIRE DEPARTMENT

The Orlando Fire Conference was held on 2/23/23 through 2/26/23. Lt. Tom McClave was among the approximately 300 attendees. The firefighters in attendance were from all over, including a group from Germany. The first day was a full day of leadership lectures followed by a live national Podcast called the weekly Scrap. Days two and three were all hands-on training held at The Central Florida Fire Academy. This training site is massive and was able to easily accommodate 12 hands on training classes simultaneously. On day 2, MBFD Lt McClave attended the “VES” (Vent, Enter, Search) which is a tactic that firefighters use to locate and rescue victims trapped by fire. During Day 3, Lt McClave attended the “Can Confidence” training. This class teaches how to maximize the effectiveness of a 2.5-gallon water extinguisher to enable more rapid searches and fire containment for those saving lives and property. Both classes were taught under live fire conditions, and both were very physically demanding. The conference is well known and considered one of the best in the nation and has instructors from all over the United States.



CITY MANAGER'S REPORT- MARCH 2023



MADEIRA BEACH FIRE DEPARTMENT 250 MUNICIPAL DRIVE · MADEIRA BEACH, FLORIDA 33708

Monthly Report for Fire -Rescue March 2023

INCIDENTS

Total Responses – 168

Medical Responses – 110

Fire Incident Responses (including alarms) – 49

Water Rescue – 7

Trauma Alert – 2

Average Response Time – 4:08 minutes (includes responses out of area for mutual aid)



SIGNIFICANT RESPONSES

<u>Date</u>	<u>City</u>	<u>Description of Incident</u>
3/1/23	Redington Beach	T25 Responded to unconscious person on jobsite. T25 found middle aged male passed out in the dirt with a rake under him. The patient was unresponsive. Crews initiated ALS care and patient responded well to Narcan. Upon awaking the patient denied taking anything, PCSO assisted and patient was transported to Largo Medical Center without incident.
3/2/23	N. Redington Beach	T25 dispatched to a cardiac arrest. Upon arrival, Truck 25 assisted Squad 25 with an elderly male in cardiac arrest. Crews were able to successfully resuscitate the patient. S26 continued care enroute to Largo Medical Hospital.
3/12/23	Madeira Beach	Trauma Alert; T25 responded for falls. Upon arrival, the patient was found on the sidewalk and assessment quickly determined they met Trauma Alert criteria. Patient was immobilized and transported to Bayfront Trauma Center with T25 personnel assisting.

CITY MANAGER'S REPORT- MARCH 2023

Monthly Report Fire Department | 2
March 2023

3/13/23	Seminole	T25 responded to a female patient with shortness of breath. T25 crews found elderly female in severe respiratory distress. Crews initiated ALS care and carried patient to Sunstar stretcher. Two MBFD personnel accompanied patient to St. Petersburg General. Patient's condition improved dramatically and patient care was transferred to hospital staff in stable condition.
3/16/23	Madeira Beach	Truck 25 responded to vehicle vs. pedestrian crash. Truck 25 found a young male on sidewalk with obvious injuries and bystanders helping him. Patient was struck by a vehicle while crossing Gulf Boulevard. Crews declared the patient to be a trauma alert and packaged patient for immediate transport. Once Sunstar arrived, the patient was loaded for rapid transport to Bayfront Medical Center with one MBFD medic. Patient condition remained stable and patient care was transferred to hospital staff.
3/17/23	Madeira Beach	Truck 25 dispatched to an overdose. Upon arrival T25 had an approximately 30 yom in cardiac arrest second to an overdose. T25 quickly initiated ALS procedures and packaged the patient for transport. T25 assisted pt care enroute to St. Pete General. Patient care and report transferred to the ER doctor without incident.
3/24/23	Seminole	Stroke Alert; T25 was dispatched for a hemorrhage. Upon arrival, primary assessment revealed the patient met Stroke Alert criteria. Treatment was initiated and patient was transported to Bay Pines VA Hospital with T25 personnel assisting.
3/24/23	Madeira Beach	Seizures; T25 was dispatched for seizures. Upon arrival, the patient was found to be actively seizing. Treatment was initiated and patient was transported to Palms of Pasadena Hospital with T25 personnel assisting.

TRAINING

Shift Training Hours Completed: A – 108.8 B – 91.46 C – 127.80

Individual Training/Courses Hours Completed (Total Department): 328.06

SPECIAL PROJECTS COMPLETED

- All shifts continue with morning PT by utilizing the Ocean Sands stairs for runs, City Gym and the Department's fitness schedule.
- Lt. Hill continues to fulfill his duties as EMS Coordinator. To work on First Pass and Web EPCR reviewing reports. Lt and shift continue to review preplans as assigned.
- Lt. Childers holds the position of Operations Officer, continues as Fitness Coordinator, and Mid-County CFE Instructor.
- Lt. Tom McClave continues assigned duties as Training Officer and continues with pre-plans. He also continues to be a Mid-County CFE Instructor.
- Inspector Perez attended several meeting in relation to the Community Risk Reduction held by local organizations/resources.
- MBFD participated in the annual Kite Day, fitting and handing out over 200 youth life vests.
- FF Barbara completed all hand-on portion of probation book.
- MBFD acquired a structure, residential home, from the builder before demolition for hand on training. All three shifts were able to take advantage of the training opportunity.
- Home Schooled and preschool children visited the fire station for a tour, to learn swim safety, fire safety and to look at the fire trucks with Clover.



CITY MANAGER'S REPORT- MARCH 2023

Monthly Report Fire Department | 3
March 2023

- Executive Assistant Eaton continued to spearhead the USA Patriots softball game. Putting the team together that would play against the USA Patriots. Event's program planning, promotion of event, seeking out organizations and vendors for day of event, designed the team jersey, orders, meetings etc.
- Lucas CPR training. Device was placed in service on T25.
- FF Lucas completed pump training in Tampa.
- A-shift was on standby for fireworks safety at the Rotary Carnival.
- FF Wasilewski was recognized at the BOC as the 2023 Firefighter of the Year. Lt. McClave was recognized for 5 years of service to the City of Madeira Beach.



MUTUAL AID GIVEN			
SEMINOLE	TREASURE ISLAND	ST. PETE	TOTAL
7	2	1	10

MUTUAL AID RECEIVED			
SEMINOLE	PINELLAS SUNCOAST	TREASURE ISLAND	TOTAL
7	3	7	17

CALLS TO REDINGTON COMMUNITIES				
REDINGTON BEACH	N. REDINGTON BEACH	REDINGTON SHORES	TOTAL RESPONSES BY MADEIRA	TOTAL
22	28	21	38	71

CITY MANAGER'S REPORT- MARCH 2023

NEEDLE & SHARPS Disposal Sites

How the Program Works Visit one of the participating exchange sites listed below. Ask for an approved sharps container and brief instructions on use.

- Take the container to your home and place it out of reach of children.
 - As needed, perform your injection and then dispose of the syringe completely intact into the sharps container.
-
- **Florida Hospital North Pinellas**
1395 S Pinellas Avenue
Tarpon Springs
(727) 942-5000 x2870
Inquire at Emergency Room
Hours: Sun-Sat 8-4:30
 - **Morton Plant Mease Health**
Care-Dunedin
601 Main Street
Dunedin
(727) 734-6141
Inquire at Emergency Room
Hours: Mon-Fri 8-4
 - **Morton Plant Mease Health**
Care-Countryside
3231 McMullen Booth Road
Safety Harbor
(727) 725-6100
Inquire at Emergency Room
Hours: Mon-Fri 8-4
 - **Morton Plant Mease Health**
Care-Clearwater
300 Pinellas Street
Clearwater
(727) 461-8552
Inquire at Emergency Room
Hours: Mon-Fri 8-4
 - **Largo Medical Center**
201 14th Street SW
Largo
(727) 588-5200
Inquire at reception desk
Hours: Mon-Fri 8:30-2:30
 - **Morton Plant Mease-Bardmoor**
(Emergency Room)
8839 Bryan Dairy Road
Largo
(727) 395-2600
Inquire at reception desk
Hours: Mon-Fri 8-5
 - **Northside Medical Center**
6000 49th Street North
St. Petersburg
(727) 521-4411
Inquire at information desk
Hours: Mon-Fri 9-4
 - **St. Petersburg Medical Center**
6500 38th Avenue North
St. Petersburg
(727) 384-1414
Inquire at information desk
Hours: Mon-Fri 9-5
 - **St. Anthony's Hospital**
1200 7th Avenue North
St. Petersburg
(727) 825-1272
Inquire at Security Window in Main Lobby
Hours: Mon-Fri 8-4
 - **Palms of Pasadena Hospital**
1501 Pasadena Avenue South
St. Petersburg
(727) 381-1000 x7657
Inquire at information desk
Hours: Mon-Fri 9-3
 - **Johns Hopkins All Children's Hospital**
501 6th Avenue South
St. Petersburg
(727) 767-4720
(727) 767-4250
Inquire at Emergency Room
Hours: Sun-Sat 8-5

**Additional Information American
Diabetic Assoc. of Tampa Bay**
813-885-5007

More Information visit
<https://pinellas.floridahealth.gov/programs-and-services/environmental-health/community-programs/needle-disposal/index.html>

CITY MANAGER'S REPORT- MARCH 2023

CITY OF MADEIRA BEACH MARINA

On March 25, 2023, we hosted our 12th annual Great American Grunt Hunt fishing tournament at the Marina. By all accounts it was a huge success and one of the best ones we've had in years! We had a total of 182 anglers participate from the ages of 3 years old to 81. This is such a unique tournament that really gets the entire family involved. We also sold over 300 plates at our fresh fish fry and we saw a lot of the "walkup" crowd that came for the fish stick around to watch the weigh-in. We paid out over \$6,000 in prizes and raised thousands more for our local charities, Friends of Madeira Parks and Recreation, USA Patriots, and Beat Childhood Cancer. I would like to personally thank all the Marina, Recreation, Public Works, Fire Department, and other City Staff members that took time to help out and make this event so successful. In other news we are now in the full swing of the Kingfish Tournament season with a tournament scheduled in the area for each weekend in April. We will be seeing a lot of traffic and increase in fuel sale volume because of all the tournaments.

PUBLIC WORKS

New Trash Can Reminders:

- Once residents receive their new 64-gallon cart they can start using immediately, please follow guidelines on the top of the lid.
- Old cans can be used for yard waste
 - If you would like the can thrown away you can write trash on it and our crew will pick it up.
- Residents may only use the 64-gallon provided.
- Carts must be at the curb for pickup no later than 7 AM on the day of pickup.
- If you need assistance, please call Public Works at 727-543-8154
- Need an additional 64-Gallon can? Please contact Public Works 727-543-8154 and one will be delivered for an additional monthly fee.

We would also like to remind folks of Beach rules including picking up your trash, no dogs on the beach, and no glass on the beach. With your help we can help keep our beaches looking great!



NO LIFEGUARD ON DUTY

WARNING
SUBMERGED
GROINS

NO LITTERING

First violation - \$250 fine

All subsequent- \$500 fine

ORD NO. 2020 -15

SEC. 34 - 44



SWIM AT YOUR
OWN RISK

BEACH RULES



NO VEHICLES



NO GLASS



NO CAMPING



NO PETS



NO E BIKE/PEDAL ASSIST



NO BBQ / FIRES

“MADEIRA BEACH LEAVE NO TRACE ORDINANCE”

**ALL PERSONAL ITEMS MUST BE REMOVED FROM THE BEACH BETWEEN
ONE (1) HOUR AFTER SUNSET AND SUNRISE THE FOLLOWING DAY.**

**ALL HOLES ON THE BEACH ARE TO BE FILLED IN THE SAME DAY THEY
WERE CREATED.**

Sec. 42-32

HELP PROTECT PARADISE!



Sanitation Reminders

& Recycling Reminders

Garbage & Recycling Carts



- Place at curb by 7 AM on Pickup day
- Place 3 Feet away from mailboxes, trees, and other structures
- Carts are for household garbage and recycling only. No bulk items are to be placed inside the carts
- Report any damaged cart to Public Works

Branches & Palm Fronds



- Must be placed at the curb by 7 AM Wednesday
- Branches must be cut to 4 feet or less in length and 4 inches in diameter
- Piles larger than 4' in height and 8' in length will be charged an additional fee
- Do not place any debris on the street, curb, or on top of stormdrains
- Leaves, Grass Clippings, and Small plants should be placed in a bag or garbage can no more than 50 pounds.

Contractor Debris



- All contractors are required to haul away any and all debris they generate within Madeira Beach

Commercial Dumpsters



- Do not block dumpsters
- Keep lids closed to keep out rain and critters
- Keep dumpster on solid ground ex concrete, pavers, or asphalt
- Properties with garbage on the ground or overflowing will be charged additional fees

Items Not Accepted



- Concrete, tile, or pavers
- Interior or Exterior Demolition Material
- Paint or Chemicals

Bulk Items



- Additional fee will be charged, call to schedule pickup

Please call Public Works @ 727-543-8154 with any questions.

CITY MANAGER'S REPORT- MARCH 2023

RECREATION

March was just as busy as ever for the recreation center. We hosted the Spring Games, The Spring Break Carnival with Gulf Beaches Rotary, and helped the Fire Department with their USA Patriots Games. We look forward to a busy summer including our Founder's Day Grouper Gala on May 6th. Tickets are on sale now: <https://www.eventeny.com/dashboard/events/event/general/info/?id=5394>

The Rec Center continues to load up the classrooms with fit focused activities with the help of our great fitness partners. Madeira Beach Yoga is offering classes every day of the week with options in studio and on the beach. More info at MadeiraBeachYoga.com. Seriously Fun Fitness is a great way to get involved in a full body workout class with instructor Tom. His positive attitude and motivation will help you kick it into high gear each Mon, Wed, and Fri. Zumba has some great class offerings for those looking to find their groove while staying active. Our newest class offering is boxing on the beach each Wednesday morning with Weapon Brand Trainings. They have more information available at weaponbrand.com. Lastly, the folks with our cardio drumming program bring the excitement and the noise multiple days a week at the City Centre. They get you up and moving while jamming out to some great music in a fun and supportive atmosphere. All in all, there are some great options to get active in Madeira Beach and more information can be found at MadeiraBeachFL.gov/Fitness.

For more information visit MadeiraBeachFL.gov/Events.

Upcoming Events

- Wednesday Madeira Way Market
 - Madeira Way
 - 10am – 2pm
- 4/25- Happy Hour with the City Manager
 - City Hall & Chamber
 - 5:00pm
- 4/27 – 4/29 King of the Beach
 - ROC Park
 - <https://oldsaltfishing.org/event/2022-fall-king-of-the-beach-kingfish-tournament-captains-meeting-2/>
- 5/6 Founders Day Grouper Gala
 - ROC Park
 - <https://www.eventeny.com/dashboard/events/event/general/info/?id=5394>