



# BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, April 29, 2026 at 4:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708

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

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## 1. CALL TO ORDER

## 2. ROLL CALL

## 3. PROCLAMATIONS

A. National Safe Boating Week; May 16-22, 2026

B. 57th Annual Professional Municipal Clerks Week; May 3 - 9, 2026

## 4. PUBLIC COMMENT

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

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

## 5. BOARD OF COMMISSIONERS

A. 14140 E Parsley Drive Property - Greg Chassin regarding his property development issue

B. BOC Policy Handbook

## 6. CITY MANAGER

A. RFP #26-02, Holiday Decor

B. Direction on New Property Purchase at 555 150th Avenue

C. 555 150th Avenue Property and Survey of the Water that is Required for Building Docs

## 7. COMMUNITY DEVELOPMENT

A. Urban County Requalification - FY 2027 - 2029, Renewal of CDBG Cooperation Agreement

B. Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial

C. Snack Shack Update

D. Parking Garage Feasibility Study Quotes

## 8. FIRE

A. Approval of Florida Department of Children and Families Grant for Rip Tide Simulator

## 9. PUBLIC WORKS

A. FDEP Resilient Florida Grant for Vulnerability update and Adaptation plan Discussion

B. Johns Pass Dredging Update Survey

C. Acceptance discussion for FDEP L0253- Stormwater Resiliency Project

D. Purchase of 2 Easy Dump Dumpsters from Par-Kan

## 10. RESPOND TO PUBLIC COMMENTS/QUESTIONS

## 11. ADJOURNMENT

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

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

**PROCLAMATION**  
**National Safe Boating Week**  
**May 16 – May 22, 2026**

For over 100 million Americans, boating remains a popular recreational activity. From coast to coast and everywhere in between, people are taking to the water to enjoy time together boating, sailing, paddling, and fishing. During National Safe Boating Week, the U.S. Coast Guard and the National Safe Boating Council, along with federal, state, and local safe boating partners, encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities. By following basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure that boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

National Safe Boating Week is observed to raise awareness of important life-saving tips for recreational boaters to help ensure a safer, more fun experience on the water.

**Whereas**, on average, 650 people die each year in boating-related accidents in the U.S., of which 75 percent are fatalities caused by drowning.

**Whereas**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

**Whereas**, a significant number of boaters who lose their lives by drowning would be alive today had they worn their life jackets; and

**Therefore**, I, Anne-Marie Brooks, Mayor of the City of Madeira Beach, Florida, do hereby support the goals of the North American Safe Boating Campaign and proclaim May 16-22, 2026, as National Safe Boating Week and urge all boaters to Boat Smart, Boat Safe, and Wear it. Proclaimed this 29th day of April 2026.

In Witness Whereof, I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.



\_\_\_\_\_  
 Anne-Marie Brooks, Mayor  
 City of Madeira Beach, Florida



# Proclamation

57th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 3 - 9, 2026

*Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and*

*Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Professional Municipal Clerk serves as the information center on the functions of local government and the community.*

*Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, conferences, workshops, and the annual meetings of their state, provincial, county, and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.*

*Now, Therefore, I, Anne-Marie Brooks, Mayor of the City of Madeira Beach, do recognize the week of May 3 through 9, 2026, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Clara VanBlargan, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

*Dated this 29<sup>th</sup> day of April 2026*

*Mayor \_\_\_\_\_*

*Attest: \_\_\_\_\_*

**From:** Joseph Petraglia <JPetraglia@madeirabeachfl.gov>  
**Subject:** RE: 14140 E. Parsley Dr.  
**To:** killius11@gmail.com <killius11@gmail.com>  
**Cc:** Lisa Scheuermann <LScheuermann@madeirabeachfl.gov>; Morris, Andrew <Amorris@madeirabeachfl.gov>  
**Sent:** December 22, 2025 5:55 PM (UTC+00:00)  
**Attached:** 14140 E. Parsley Dr Property Details Pinellas County PropertyAppraiser.pdf

Good afternoon,

The existing duplex can be completely demolished and rebuilt as a new duplex under [sec. 110-96](#) as long as the new structure complies with required front setback, height, parking requirements and floodplain regulations effective at the time of building permit application. There are no time restrictions to rebuild. Be sure to retain documentation showing the property as a duplex to submit with the rebuild permit. I have attached the property card which would be sufficient. I do not see foresee any challenges with being able to permit a new duplex by right at this site.

Linked below is a checklist for new construction permitting. Feel free to schedule a meeting once the plans are being prepared.

<https://madeirabeachfl.gov/documents/permit-checklist-residential-new-construction/>

Best,

**Joseph Petraglia, CFM**

*Planner II*

*Community Development Department*

*City of Madeira Beach*

*727-603-0423*

[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)



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**From:** Lisa Scheuermann <LScheuermann@madeirabeachfl.gov>  
**Sent:** Monday, December 22, 2025 11:49 AM  
**To:** Joseph Petraglia <JPetraglia@madeirabeachfl.gov>; Morris, Andrew <Amorris@madeirabeachfl.gov>  
**Subject:** FW: 14140 E. Parsley Dr.

Please see attached below inquiry.

**Lisa Scheuermann**

**Community Engagement Officer**

**City of Madeira Beach**

**727-409-3226**

[www.madeirabeachfl.gov](http://www.madeirabeachfl.gov)

For Business Tax Licensing applications, click the below link.

<https://www.mgoconnect.org/auth/login>

or any attachment for any purpose, nor disclose all or any part of the contents to any other person. Thank you

**Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.**



**Mike Twitty, MAI, CFA**  
Pinellas County Property Appraiser

**Parcel Summary**  
(as of 22-Dec-2025)

Parcel Number

**10-31-15-34452-231-0070**

- Owner Name  
**TRUSTEE COMPANY TRE  
14140 E PARSLEY DR LENDING LAND TRUST**
- Property Use  
**0820 Duplex-Triplex-Fourplex**
- Site Address  
**14140 E PARSLEY DR  
MADEIRA BEACH, FL 33708**
- Mailing Address  
**30725 US HIGHWAY 19 N UNIT 353  
PALM HARBOR, FL 34684**
- Legal Description  
**GULF SHORES 6TH ADD REPLAT BLK W 1, LOT 7**
- Current Tax District  
**MADEIRA BEACH (MB)**
- Year Built  
**1948**

Heated SF	Gross SF	Living Units	Buildings
<b>1,008</b>	<b>1,768</b>	<b>2</b>	<b>1</b>

**Parcel Map**

Powered by Esri (<http://www.esri.com/>)

**Exemptions**

Year	Homestead	Use %	Status	Property Exemptions & Classifications
2027	No	0%		No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2026	No	0%		
2025	No	0%		

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
23310/1436	Find Comps	278.02	A	<a href="#">Current FEMA Maps</a>	<a href="#">Check for EC</a>	Zoning Map	25/22

2025 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2025	\$325,000	\$325,000	\$325,000	\$325,000	\$325,000

Value History

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	N	\$495,000	\$484,000	\$484,000	\$495,000	\$484,000
2023	N	\$440,000	\$440,000	\$440,000	\$440,000	\$440,000
2022	N	\$435,000	\$435,000	\$435,000	\$435,000	\$435,000
2021	N	\$310,300	\$237,328	\$237,328	\$310,300	\$237,328
2020	N	\$288,720	\$215,753	\$215,753	\$288,720	\$215,753

2025 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our [Tax Estimator](#) to estimate taxes under new ownership.

Tax Bill	2025 Millage Rate	Tax District
<a href="#">View 2025 Tax Bill</a>	16.2172	(MB)

Sales History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
23-Sep-2025	\$231,000	<u>U</u>	I	MAYO E TRE	TRUSTEE COMPANY TRE	23310/1436
05-Nov-2024	\$220,000	<u>U</u>	I	MAYO EVAN D TRE	MAYO E TRE	22972/1286
04-Jun-2021	\$280,000	<u>Q</u>	I	T & K SHAURETTE INC	MAYO EVAN D TRUSTEE	21570/2565
01-Apr-2013	\$100	<u>U</u>	I	SHAURETTE THOMAS G	T & K SHAURETTE INC	17947/0833
15-Sep-2009	\$100	<u>U</u>	I	STRAAT THEODORE K	SHAURETTE THOMAS G	16701/0098

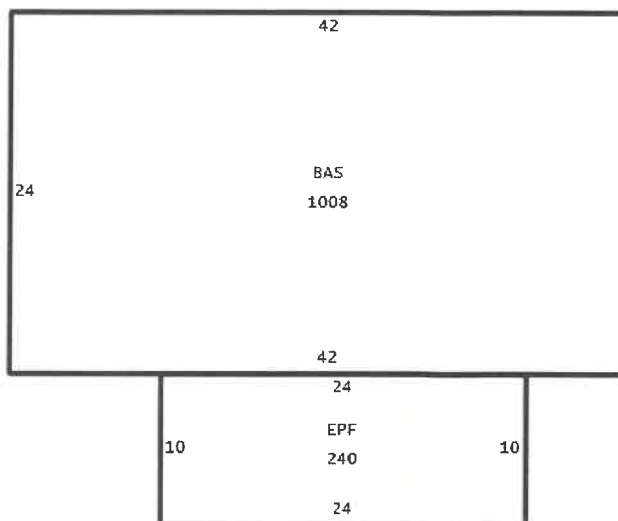
2025 Land Information

Land Area: ≈ 7,074 sf | ≈ 0.16 acres      Frontage and/or View: None      Seawall: No

Property Use	Land Dimensions	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Multi-Fam <10 Units	79x85	\$5,200	79.50	FF	.9114	\$376,773

2025 Building 1 Structural Elements and Sub Area Information

Structural Elements		Sub Area	Heated Area SF	Gross Area SF
Foundation:	Continuous Footing Poured	Base (BAS):	1,008	1,008
Floor System:	Slab On Grade	Detached Utility (DUF):	0	520
Exterior Walls:	Concrete Block	Enclosed Porch (EPF):	0	240
Unit Stories:	1	<b>Total Area SF:</b>	<b>1,008</b>	<b>1,768</b>
Living Units:	2			
Roof Frame:	Gable Or Hip			
Roof Cover:	Shingle Composition			
Year Built:	1948			
Building Type:	Duplex - 4-Plex			
Quality:	Average			
Floor Finish:	Carpet/Hardtile/Hardwood			
Interior Finish:	Drywall/Plaster			
Heating:	Unit/Space/Wall/Floor			
Cooling:	None			
Fixtures:	6			
Effective Age:	47			



**2025 Extra Features**

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

**Permit Data**

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
<a href="#">P3872</a>	PLUMBING	07/19/2019	\$1,500
<a href="#">1011</a>	ROOF	10/17/2016	\$7,000



**BOARD OF COMMISSIONERS POLICY  
HANDBOOK  
Resolution 2025-02; May 13, 2025  
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## 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)

- The Board of Commissioners shall appoint a Vice-Mayor at its first regular meeting following the election. The term of Vice-Mayor shall be for one (1) year. The Vice-Mayor shall 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 and 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, resolutions, 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. 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 implement and administer 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.

**City Charter, 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.*

**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.
- **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 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. 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.

The 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

The 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.

The 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 the 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](http://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, the 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.**

2022 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.**

2022 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, the 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 COMMISSIONERS 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 edition 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 the date and time of the 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. Approval of Minutes
  8. Consent Agenda
  9. Public Hearings
  10. Unfinished Business
  11. Contracts/Agreements
  12. New Business
  13. Agenda Setting Meeting
  14. Reports/Correspondence
    - A. City Commission
    - B. City Attorney
    - C. City Clerk
    - D. City Manager
  15. Respond to Public Comments/Questions
  16. 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 for each meeting shall be as contained on 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 at his own discretion. The 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 five (5) 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 five-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 a response on. It is not mandatory that a speaker complete a comment card.

If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. It is not mandatory to 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. **Approval of Minutes.** A majority vote required to approve the minutes of the previous meetings.
8. **Consent Agenda.** The Consent Agenda shall be used to handle routine matters on the agenda expeditiously. Examples of Consent Agenda items are 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."
9. **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.

- 10. 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 five (5) minutes.
- 11. 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 five (5) minutes.
- 12. 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 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, Charter Officers, 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 five (5) minutes.

The Reports section also provides for the City Manager, City Clerk, and the City Attorney to make reports, announcements, and report on current topics. This section is limited to five (5) minutes.

**Litigation Status Report.** This section will allow for any litigation updates by the City Attorney.

**Outstanding Lien Settlements.** This section will allow for any updates by the City Attorney on Outstanding Lien Settlements and liens that are 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 five (5) minutes.

**15. Respond to Public Comments/Questions.** This section is reserved to address public comments and/or answer questions raised at the beginning of the workshop or regular Commission meeting during Public Comment.

## **16. Adjournment**

### **6. Agenda Preparation**

- **Notice.** The final agenda for regular, special, and workshop meetings shall serve as 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.** The City Manager and City Clerk are responsible for publishing the agenda packets. The deadline for publishing agenda packets is on Wednesday afternoon, the week before the scheduled meeting. However, at times it may be necessary to publish the agenda packets by Thursday afternoon to allow for any unforeseen items or emergency items. Only when necessary, paper copies of agenda packets are provided to the Board of Commissioners or at the request of a Commission member. Paper copies of the agenda packet are placed in Commission mailboxes at City Hall.

The publishing deadline allows sufficient time for the Board of Commissioners to review the packet materials and, if necessary, obtain additional information on the agenda items from the City Manager, City Clerk, City staff, or other entities, to be better prepared for the meeting and for voting.

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 Manager or 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).



## MEMORANDUM

**Date:** March 27, 2026  
**To:** Mayor, Vice-Mayor and Commissioners  
**From:** Megan Powers, Assistant to the City Manager  
**Subject:** RFP #26-02 Holiday Decor

### Background

The City of Madeira Beach issued a Request for Proposals for holiday décor services to provide seasonal decorations throughout the City. The intent of the RFP is to secure a qualified vendor to supply, install, maintain, and remove holiday decorations in designated public areas.

The City received two (2) responsive proposals:

1. Holiday Outdoor Decor (Current Vendor)
  - o Total Proposal: \$43,642
2. Sarasota Holiday Lighting
  - o Total Proposal: \$117,550

Holiday Outdoor Decor is the City's current vendor and has previously provided holiday décor services. Their proposal reflects a continuation of services consistent with prior years.

Sarasota Holiday Lighting submitted a proposal totaling \$117,550, which is significantly higher than the current vendor's pricing.

Staff reviewed both submissions for completeness, scope of services, and cost.

### Recommendation

Staff recommends awarding the holiday décor contract to Holiday Outdoor Decor in the amount of \$43,642. There is an option within Holiday Outdoor décor's proposal for upgrades including solar lighting which would increase the cost to \$68,288.



Date: March 13, 2026

Bid opening: 11:00 AM

Bid Tabulation

RFP #26-01 Holiday Décor

Company	Amount
Sarasota Holiday lighting	\$ 117,550 Solar for Median trees \$ 1410 / tree more
Holiday Outdoor Decor	\$ 43,642 <del>\$ 68,208</del> Solar for Median / JP trees upgrades \$ 2500 extra

Item 6A.



Date: March 13, 2026

Bid opening: 11:00 AM

Bid Opening Sign in Sheet

RFP #26-02 Holiday Décor

Name	Company	Email	Phone
HOLDEN PINCHARD	CITY OF MADEIRA BEACH	HPINCHARD526@GMAIL.COM	727-221-2786
Connor Meeko	City of Madeira Beach	Connorm@madeirabeachfl.gov	727-418-0437
Megan Powers	City of Madeira Beach	mpowers@madeirabeachfl.gov	727-503-0067



# City of Madeira Beach

**Request for Proposal RFP No. 26-02**

**Holiday Lights throughout the City of Madeira Beach**

**Due by 10:00 am March 13, 2026**

**City Hall- City Manager's Office**

**300 Municipal Drive**

**Madeira Beach, Florida 33708**

## Request for Qualifications For Holiday Lights throughout the City of Madeira Beach

### 1. PURPOSE & INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is for The City of Madeira Beach to receive responses from qualified companies capable of providing holiday lights and décor throughout the City of Madeira Beach.

The City will be selecting **one (1)** company to design, install, and maintain holiday lights and décor throughout Madeira Beach. The selected company will assist the City in planning and implementing a cohesive, festive display that enhances public spaces and reflects the community's holiday spirit. Services may include, but are not limited to, developing design concepts, creating installation plans, providing décor recommendations, coordinating placement for optimal visibility and safety, and ensuring all displays are properly maintained for the duration of the season.

### SCOPE OF WORK

The scope includes general requirements for the planning process and is not intended to be a comprehensive list of all tasks and deliverables. Applicants should provide specific recommendations for holiday lights and décor throughout the City of Madeira Beach.

#### **The consultant will be expected to carry out the following services:**

- 1. Pricing**
  - a. Each bid shall include pricing estimates for the installation of lighting and decorations for each location listed.
  - b. Each proposal should indicate if there is an option for the City to either purchase or rent the lighting and decorations are available.
  - c. Price estimate provided shall include installation, maintenance/ replacement plus
  - d. removal of lights and decorations.
- 2. Permits**
  - a. Vendor will coordinate all required permitting with all applicable agencies, companies or governmental entities.
- 3. Display**
  - a. Installation, maintenance and removal of holiday lights and decorations are needed with each display featuring an inclusive variety of symbolic holiday lights and decorations.
  - b. In order to enhance displays or replace broken light sets or decorations, the City may either purchase from the contracted Vendor or another supplier.
  - c. The Vendor shall meet with City staff to coordinate display design, installation schedules and maintenance needs.
- 4. Display Period**
  - a. Lights must be in place by the first Monday before the Thanksgiving holiday (for example, Monday, November 23, 2026).
  - b. Lights must be removed by the first Monday after January 6th (for example, Monday, January 11th, 2027).

- c. Lit decorations should be on timers to remain on from dusk to dawn seven days per week.
- d. The large Christmas Tree at City Hall is to be turned on at an official tree lighting which is generally scheduled for a date in the first week of December (for example, the first Friday in December which is December 4, 2026).

**5. Lights**

- a. The Vendor may provide solar related lighting.
- b. The Vendor may provide additional support materials such as extension cords, timers and switches that meet outdoor use standards.
- c. Please ensure that all safety measures are taken for all light displays to avoid short outs and gaps in lighting because of faulty strands.
- d. Each proposal must specify amperage and electrical requirements per display prior to installation.
- e. The Vendor is expected to provide excellent quality materials to meet safe electrical standards.
- f. The City will provide access to outlets and pay for electricity for each pole light.

**6. Equipment**

- a. The Vendor shall supply all lifts and other materials necessary to install, maintain and remove lights and decorations safely and successfully.

**7. Maintenance**

- a. Vendor must maintain the lights and decorations throughout the display period to ensure all lights are on and functioning. All malfunctioning lights that occur during the period must be repaired within a reasonable time, not to exceed three (3) days from the time of notice of malfunctions.
- b. Please provide your maintenance staff contact information, telephone number and email address to facilitate contact regarding any display problems.

**8. Removal**

- a. The Vendor is responsible for removal of all decorations and lighting within seven (7) days of the end of display period or after written notice from the City is received requesting removal.
- b. All lighting, decorations, and support material such as extension cords and timers shall be returned to the City within seven (7) business days of taking down the displays.
- c. The Vendor shall coordinate removal schedules with City staff.

**9. Disposal of Waste**

- a. The Vendor shall make arrangements to dispose of any and all waste from the work being performed. All areas of display must be kept clean and free from any debris (for example, zip ties, tape, etc.) after removal of decorations.

**10. Safety Precautions**

- a. The Contractor shall be careful when working in the various areas. Damage to public and private property shall be the responsibility of the Vendor and shall be repaired or replaced at no additional cost to the City.
- b. Any damage occurring due to the work associated with installation or removal of displays shall be reported to City staff immediately for assessment.

**AREAS TO BE ILLUMINATED AND DECORATED PROVIDE QUOTE FOR EACH AREA**

**1. Christmas Tree- ROC Park- 200 Rex Place**

- a. Install and remove the artificial, outdoor, color-changing Christmas tree approximately 16 to 20 feet high with star or starburst topper.
- b. Tree to be located in ROC Park within the City Hall Complex
- c. Lighting must include the ceremonial lever to turn on the tree lights at a Christmas tree lighting ceremony generally held on a Friday in early December.
- d. All electrical installation and wires around this tree must be properly installed and encased in protective mats for public safety.
- e. All new or replacement items must be marine grade and weather resistant. Additional and replacement items shall be pre-approved by the City prior to installation.
- f. Timer to remain on from dusk to dawn seven days per week.

**2. Christmas Tree- Patriot Park- 424 150<sup>th</sup> Ave**

- a. Install and remove the artificial, outdoor, color-changing Christmas tree approximately 16 to 20 feet high with star or starburst topper.
- b. Tree to be located in Patriot Park
- c. All electrical installation and wires around this tree must be properly installed and encased in protective mats for public safety.
- d. All new or replacement items must be marine grade and weather resistant. Additional and replacement items shall be pre-approved by the City prior to installation.
- e. The City is interested in having a solar option for this tree.
- f. Timer to remain on from dusk to dawn seven days per week.

**3. Street Light Pole Lights**

- a. Install and remove the artificial, outdoor street light décor.
- b. Locations along 150<sup>th</sup> Ave and Gulf Blvd throughout Madeira Beach, about 108 poles.
- c. All electrical installation and wires around this tree must be properly installed and encased in protective mats for public safety.
- d. All new or replacement items must be marine grade and weather resistant. Additional and replacement items shall be pre-approved by the City prior to installation.
- e. The City if interested in having a solar option for street pole décor.

**4. Gulf BLVD Median Trees**

- a. Install and remove the artificial, outdoor décor on trees
- b. Location is along Gulf Blvd, about 7 trees.
- c. City is looking at options for illuminated decorations or unlit garland.
- d. All new or replacement items must be marine grade and weather resistant. Additional and replacement items shall be pre-approved by the City prior to installation.

**5. The City is interested in having a solar option for street tree décor in John's Pass.**

- a. Install and remove the artificial, outdoor décor on trees
- b. Location John's Pass Village, about 26 trees
- c. City is looking at options for solar illuminated decorations or unlit garland.
- d. All new or replacement items must be marine grade and weather resistant. Additional and replacement items shall be pre-approved by the City prior to installation.

**6. Provide Catalog for additional items if City wishes to add on to contract.**

## EXPERIENCE

Interested companies must demonstrate:

1. Capability and qualifications of the proposer to deliver the proposed services
2. Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida
3. Resources and availability to meet the schedule and needs of the City during the holiday season
4. Client references and past performance
5. Prices proposed as well as annual increases if applicable

## 2. CALENDAR OF EVENTS

- Request for Qualifications (RFQ) release: February 19<sup>th</sup>, 2026
- RFQ submittal date, no later than 10:00 AM: Friday, March 13, 2026
- Evaluation committee review: 11:00AM, Friday, March 13, 2026
- Selection/recommendation to Board of Commissioners for award: April 2026
- Negotiation of the terms of the written contract and execution of the contract: April 2026

\*The schedule is subject to change for interview responses and selection recommendations.

## 3. QUALIFICATIONS

Statements of qualifications will be considered from companies engaged in implementing the service requested. The responding company shall present their statement of qualifications as outlined in the submission of submittals section of this document. 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 company to perform.

## 4. SUBMISSION OF SUBMITTALS

The purpose of this section is to provide information related to the qualifications of interested companies 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 Respondent'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 below:**

- a. **Title Page** – List the RFQ subject, the name of the company, 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 represent your company, their title, telephone number, and e-mail address.
- d. **Project Specific Statement of Qualifications and Profile of Company** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include experience information, and other applicable data on proposed personnel and any proposed sub-consultants.
- e. **References** - Limit ten (10) pages. Provide information for those contract which have been successfully completed which are like those required under this assignment. Please include contracts recently completed within the last five (3) years. Additionally, document that the respondent has been awarded and provided services for five (3) contracts to other local governments similar to this contract within the last five (3) years.
  - References shall include:
    - Client name, address, phone number, e-mail address.
    - Description of the scope of the work.
    - Total cost and professional service fees paid.
- f. **Insurance Requirements** – Provide proof of insurance in accordance with the 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 five (5) days prior to the proposal due date.

**Megan Powers**  
 Assistant to the City Manager  
 300 Municipal Dr.  
 Madeira Beach, Florida 33708  
 (727)503-0067  
[mpowers@madeirabeachfl.gov](mailto:mpowers@madeirabeachfl.gov)

## 6. SUBMITTAL PROCEDURES:

Companies shall submit on Demand Star and or provide (1) digital or hard copy of proposal. 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:

**“Holiday Lights- City of Madeira Beach”** and received by:  
 City of Madeira Beach  
 Attn: Megan Powers- Assistant to the City Manager  
 300 Municipal Drive  
 Madeira Beach, FL 33708

Request for Qualifications will be received until 10:00AM on Friday, March 13, 2026, at City of Madeira Beach City Hall located on the 2<sup>nd</sup> floor at 300 Municipal Dr, Madeira Beach, FL 33708.

## **7. EVALUATION AND SELECTION OF CONSULTANT**

A City review team will evaluate each company's submission based upon the criteria stated in this Request for Qualifications and the ability to execute the services. The top companies *may* be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the companies that the city considers most qualified. The successful Company 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.

Companies 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:**

- Experience, Composition and Expertise of the Project Team
- Methodology and Approach for the preparation of the new Master Plan
- Applicable project References that reflect and demonstrate the Company's competence in planning services.
- Applicable contract references that reflect and demonstrate the Company's past performance on other local government contracts and Master Plans.
- Consultants demonstrated understanding of the City of Madeira Beach

## **8. CITY RESERVES THE RIGHT TO REJECT ALL RESPONSES**

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 from this Request for Qualifications as best serves the needs of the City.

## **9. DESIGNATED CONTACT**

The awarded company 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 company's carrier to guarantee the company is insured.

The awarded company 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 company shall provide a statement of assurance that the company is not presently in violations of any statutes or regulatory rules that might have an impact on the company'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 company 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 an 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 Respondent certifies that no attempt has been made or will be made by the Respondent to induce any other person or company 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 company should make a comparative 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 Board of Commissioners, if the following is established:

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

## 18. TAXES, FEES, CODES, LICENSING

The Respondent shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Respondent 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** Respondent shall provide CITY consulting, planning, 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 Respondent 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** Respondent shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

## CONSULTING AND DESIGN SERVICES AGREEMENT

**THIS AGREEMENT** is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 company to provide professional consulting, OR design services for the project hereafter described;

**WHEREAS**, CITY desires to engage CONSULTANT to provide consulting 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, services in accordance with this Agreement and as more particularly described in the Scope of Services set forth below (hereinafter "SERVICES").

#### **1.2 PROJECT TERM AND PARAMETERS**

**1.2.1** - CONSULTANT shall serve as the CITY's Master Plan Planning Consultant for a three (3) year term with two (2) one year extension options.

**1.2.2** - The consulting company shall assist the City towards creating and implementing a new master plan.. The company's services may include, but not be limited to, planning, design, economic studies, and reviews.

### ARTICLE II - SERVICES

#### **2.1 SCOPE OF SERVICES**

**2.1.1** - CONSULTANT shall develop a new city Master Plan which will include data collection and analysis, community engagement, visioning and goal setting, plan development, implementation strategy, and plan adoption as detailed in the Scope of Work.

**2.1.2** - The consulting company will work to create and implement a new Master Plan with assistance from City staff.

**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 company's employees or sub-consultants are highly desirable: AICP, CFM, AIA, ASLA, and LEED certified professionals.

**2.1.5** - The SERVICES shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work

## **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 charrettes, public meetings, surveys, and prepare planning reports and renderings, pertaining to the PROJECT. One (1) copy of the PROJECT and reproducible drawings and an electronic version of all contract documents as set forth in the Scope of Services shall be submitted to CITY by CONSULTANT.

**2.2.2** - 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.

## **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, 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, drawings, maps, plans, 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.

## **ARTICLE 4- PERSONNEL**

**4.1** - 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.

**4.2** - CONSULTANT shall be the primary consultant on the PROJECT, and the following sub-consultants shall perform SERVICES hereunder, without additional compensation by CITY:

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**4.3** - 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 5 -SCHEDULE**

**5.1** - 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 professionals on the PROJECT, CONSULTANT shall prepare a master PROJECT schedule, including the data collection and analysis, community engagement, visioning and goal setting, plan development, implementation strategy, and plan adoption. 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. The preliminary schedule shall be as provided in the Scope of Services for each phase of the PROJECT.

### **ARTICLE 6 – FEES AND COSTS**

#### **6.1 - PAYMENT FOR SERVICES**

**6.1.1** 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:

6.1.1.1 A mutually agreed upon lump sum of \_\_\_\_\_; or

6.1.1.2 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

6.1.1.3. 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

6.1.1.4 Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

**6.1.2** - Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

6.1.2.1 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

6.1.2.2 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.

**6.1.3** - 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.

**6.1.4** - If during and after the completion of the PROJECT described in this Agreement, in accordance with the directions of CITY, it becomes necessary to review or revise the PROJECT 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.

**6.1.5** - 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 company, 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 7 - MISCELLANEOUS**

### **7.1 TERMINATION**

**7.1.1** - 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.

**7.1.2** - 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.

**7.1.3** - 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 planning services and payments provided hereunder may be adjusted accordingly, as determined by CITY in its sole discretion.

## **7.2 OWNERSHIP OF DOCUMENTS, MATERIALS**

**7.2.1** - Reproducible copies of all documents, 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.

**7.2.2** - All documents, 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.

**7.2.3** - 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.

## **7.3 PUBLIC RECORDS**

**7.3.1** - Consultant 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 Consultant 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.

**7.3.2** - Consultant shall comply with the following with regard to public records and agrees to the following:

7.3.2.1 The Consultant shall keep and maintain and not delete any and all public records required by the public agency and consultant necessary to perform the service.

7.3.2.2 Upon request from the public agency's custodian of public records, the Consultant 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.

7.3.2.3 The Consultant 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.

7.3.2.4 The Consultant shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any

duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

7.3.2.5 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 Consultant of the request. The Consultant 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.

7.3.2.6 If Consultant does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

7.3.2.7 A Consultant who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

7.3.2.8 If a civil action is filed against a Consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees, if: The court determines that the Consultant 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 Consultant has not complied with the request, to the public agency and to the Consultant.

7.3.2.9 The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Consultant at the Consultant's address listed in this contract with the public agency or to the Consultant'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.

7.3.2.10 A Consultant 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.

7.3.2.11 If the Consultant 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](mailto:cvanblargan@madeirabeachfl.gov)

## **7.4 WARRANTY, INSURANCE AND LIABILITY**

**7.4.1** - 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.

**7.4.2** 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.

## **7.5 INDEMNIFICATION**

**7.5.1** CONSULTANT shall indemnify, hold harmless, and defend CITY, its Board of Commissioners, charter 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

**7.5.2** 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.

**7.5.3** 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.

**7.5.4** 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.

## **7.6 OTHER REQUIREMENTS**

**7.6.1** 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.

**7.6.2** 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.

**7.6.3** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**7.6.4** 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.

**7.6.5** 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.

**7.6.6** 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.

**7.6.7** All final documents 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.

**7.6.8** 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

7.6.9 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.

**7.7 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.

**7.8 DRUG FREE WORKPLACE CERTIFICATION**

The CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B. and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

**7.9 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:

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 \_\_\_\_\_ 2024

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]

- About 40 people in attendance- many new faces
- 6 staff members, 2 from Kimley Horn
- Agenda:
  - Intro
  - Zoning- and timeline of c-4 change
  - Ask question on each topic and go round robin

**Consensus:**

The following are items that are continually brought up in all meetings. Staff recommends we focus on these areas:

- Parking (garage, surface, shuttle)
- Boat Docks (hourly/overnight)
- Open space (something like Coachman Park)
- Nice Restaurant (Salt Rock caliber)

**Notes:**

- Zoning:
  - Went over current permitted uses & unpermitted uses
    - Went over the schedule for the zoning changes
    - why are you doing the zoning now and now waiting until you know what the property is going to be?
      - It will move the process along
    - Parking- special area plan parking can be reduced to 50%, we want to make sure there is plenty of parking for the space.
      - The parking is for the commercial corridor
    - If a park is done it would go under the special assessment
    - Marine Use- do we know details of what swfmd would allow?
      - Within the area we have submerged land and within we have ability to say within the footprint. Anything outside the footprint is going to be tricky.
      - How far out the foot print? Pilings at the end of the dock is the end of the submerged land
    - When Holton owned property it was zoned for hotel and restaurants, want to see it utilized for the public and if we can do a high and dry. Dean's dock, does he own the submerged land?
      - Yes he owned from channel between properties right down to the middle. We are looking to get the boats out of there. Are looking at purchasing deans to keep it cohesive.
      - Would recommend we put cover where the marina was

- On the new property we do own 20 ft off the seawall submerged land
  - You can build a covered dock- unique to having a small restaurant and docks
    - Would not want to see a parking lot there, no garage
    - Boaters make more revenue than anything, would like to see more things for boaters.
- What do you want to see day and night in the area?
  - Baby board walk with slips
    - Marinas make money
  - Not everyone is a boater, what are the staff talking about what we want to see in the property?
    - Currently no staff talks, getting input from community before we go to feasibility or ROI.
  - Fishing tournaments, live music
  - Use of space where there is no space, utilize
    - Utilize the parking garage top floor for green space
  - Locals by day attract tourist other locals by night
  - Mobility
    - Boat- no need for cars
    - Traffic- how are we going to deal with left hand turns, and not blocking intersections?
      - Back history, PD was done for last development the intersection and entrance to marina were shifted, it was completed several years ago. All of this was for the development and how the ingress and egress was going to work
      - Not enough vehicular stacking for FDOT requirements
    - Buy Dean's and build an entrance and exit into property
    - Connectivity is important- going under the bridge to connect to park, walking bikes, etc.
      - Can get down to Madeira Way without crossing street
    - Marina seems detached from new property- would like to see a walkway to the marina where it is now from the property.
      - Would need to purchase Dean's Dock for this to be feasible
    - Public works will not go on the new property, will stay at current footprint

- What if we do a sister to John's Pass, would they like to open up another shop? Could have a shuttle bringing from causeway to JPV
- Would not want to come across the bridge and only see docked boats or high and dry
- Transportation- we have the trolley but like the idea of a free shuttle during peak times.
- Focus on what don't have and add it there.
- Public Facility- what facilities do you see the city placing here
  - Fuel for boats, ship store
  - Restrooms
  - Dog Park
  - Parking
- Resilient
  - Tiers to property- start in phases
  - Need revenue stream to keep adding what we want
  - Has to be a long range plan
  - ROI on docks are huge
  - Elevator access
  - Rev- are there environmental concerns with putting docks back. Heard there was soft coral, manatees
    - Need to get a plan established, what our dock footprint. Surveys have changed due to the storms, will have to resurvey. Possibility we can move the items needed.
    - Coral- if we own land underneath we will be ok if not they will no permit the project and make you do other items
  - What percentage is going to be revenue vs nonrevenue?
    - Water park- how much Indian rocks generate during a season? No we are not doing feasibility just taking ideas.
  - Bridge- new bridge should be going up in about 10 years.
    - Staff has not heard anything and has been in contact with FDOT. Not in their work plan.
- Final Thoughts
  - Need a restaurant to keep the area. Need something nicer like salt rock grill
  - Hourly parking for boats, allow weekly, or even monthly
  - High and dry storage, back further from the road
    - There are ways to do a high and dry or parking garage that don't look like facilities.

- Talk to City of St. Pete about the Pier district
  - How did they get the entertainment, booths, restaurants, etc.
- Not a fan of a museum, most people only go once. Will not be a rev generator.
- Move the Library, use the old space for
  - Public works
  - Rental space
  - Water taxi
  - Kids entertainment



**Memorandum**

**Meeting Details:** Board of Commissioners Workshop Meeting, April 29, 2026

**Prepared For:** Board of Commissioners

**From:** Community Development Department

**Subject:** Urban County Requalification - FY 2027-2029, Renewal of CDBG Cooperation Agreement

**Background:**

The City has been a partner with Pinellas County Housing & Community Development in the current Pinellas County CDBG (Community Development Block Grant) Urban County program through an existing cooperation agreement. The program is undergoing its requalification with the US Department of Housing & Urban Development (HUD), and the County has requested the City of Madeira Beach to either remain or withdraw from the agreement.

**Discussion:**

As a non-entitlement City within Pinellas County, the City has two (2) options for applying for CDBG funds: (1) enter into an inter-local or cooperation agreement with the Urban (Pinellas) County which must receive HUD approval, or (2) the City itself applies through the State of Florida Small Cities program.

Under option (1) the City applies for CDBG funds for any eligible project through the County but relinquishes its ability to apply for Small Cities CDBG funds through the State of Florida. Additionally, by participating with Pinellas County, the City is also eligible for participation in the County's HOME Investment Partnerships Program (HOME) and the County's Emergency Solutions Grant (ESG) programs.

**Fiscal Impact or Other:**

There would be no fiscal impact at this time by signing this agreement.

**Recommendation(s):**

City staff recommends choosing Option 1, to sign the agreement to remain in the Pinellas County CDBG (Community Development Block Grant) Urban County program for the use of any future CDBG funds for FY 27, 28, and 29.

**Attachments:**

- Urban County Requalification - FY 2027-2029, Renewal of CDBG Cooperation Agreement



APR 25 9:20 AM

March 31, 2026

CERTIFIED MAIL #7022 0410 0002 1932 0603

CITY CLERK

The Honorable Anne-Marie Brooks, Mayor  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, Florida 33708

URBAN COUNTY REQUALIFICATION - FY 2027-2029  
RENEWAL OF COMMUNITY DEVELOPMENT BLOCK GRANT  
COOPERATION AGREEMENT

Dear Mayor Brooks:

The purpose of this letter is to notify the City of Madeira Beach of the upcoming requalification of Pinellas County as an Urban County for the receipt of Community Development Block Grant (CDBG) funds for fiscal years 2027, 2028, and 2029. The City is currently a participating municipality in the Pinellas County CDBG Urban County program under an existing Cooperation Agreement.

As a non-entitlement community within the Urban County, the City of Madeira Beach has two (2) options for applying for CDBG funds.

- **Option 1:** Enter into an inter-local or cooperation agreement with the Urban County, which must be approved by HUD. Under Option 1, the City may apply to the County for CDBG funds for eligible projects but would relinquish the ability to apply for Small Cities CDBG funds through the State of Florida.
- **Option 2:** Apply through the State of Florida Small Cities program. Option 2 does not preclude the County from using CDBG funds to assist eligible individuals residing within the incorporated areas of the County.

Participation in the Urban County CDBG program also includes participation in the County's HOME Investment Partnerships Program (HOME) and Emergency Solutions Grant (ESG) program. Participation does not limit the City's or the County's ability to apply for HOME or ESG funds through the State of Florida.

For more than 50 years, the City and County have worked together to bring federal CDBG resources to our community. These cooperative efforts have supported programs and projects that benefit low- and

310 Court St.  
Clearwater, FL 33756  
Phone (727) 464-8200  
Fax (727) 464-8201  
V/TDD (727) 464-4062  
[www.pinellascounty.org](http://www.pinellascounty.org)

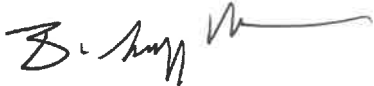
The Honorable Anne-Marie Brooks, Mayor  
City of Madeira Beach  
March 31, 2026  
Page 2

moderate-income residents, including seniors, individuals with disabilities, and families with special needs. We appreciate your continued partnership in this work.

Please indicate the City's intent either to remain a member of the Urban County or to terminate the Cooperation Agreement, by **June 1, 2026**. To respond, simply check the appropriate option below, sign, date, and return this letter to Brook Gajan, Compliance Manager, Community Development Division.

If you have any questions about the requalification process, please contact Bruce Bussey at 727-464-8257 or [bbussey@pinellas.gov](mailto:bbussey@pinellas.gov), or Brook Gajan at 727-464-8232 or [bgajan@pinellas.gov](mailto:bgajan@pinellas.gov).

Sincerely,



Gregg Mims, Director  
Pinellas County Housing and Community Development

cc: Fire Chief Clint Belk, Acting City Manager  
Ms. Precious Brannon, Department of HUD

**The City of Madeira Beach elects to:**

\_\_\_\_\_ remain in the Pinellas County Urban County for use of CDBG funds, allowing for automatic renewal of the existing Cooperation Agreement for fiscal years 2027, 2028, and 2029, and relinquish the ability to apply for funding through the State of Florida's Small Cities CDBG program.

\_\_\_\_\_ withdraw from the Pinellas County Urban County, allowing the existing Cooperation Agreement to expire, and retain the ability to apply to the State of Florida Small Cities program for CDBG funds for fiscal years 2027, 2028, and 2029.

Authorized Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Memorandum**

**Meeting Details:** Board of Commissioners Workshop Meeting, April 29, 2026

**Prepared For:** Board of Commissioners

**From:** Community Development Department

**Subject:** Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial

**Discussion:**

City staff has drafted Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial. This ordinance would rezone the property at 555 150th Avenue from PD, Planned Development to C-4, Marine Commercial. Forward Pinellas has reviewed the ordinance and said the ordinance is compliant with the Countywide Plan. In the Madeira Beach Code of Ordinances, *Sec. 110-397. - Time limitations* require a property to be rezoned to the previous zoning district for the property if a Planned Development (PD) fails to be built.

A rezoning ordinance is required to go to a Planning Commission Meeting public hearing and two Board of Commissioners public hearings. A public notice will be mailed 10 days before the Planning Commission Meeting to affected parties within 300 feet of the proposed rezoning. A newspaper legal ad will be published 14 days before the second reading of the ordinance.

Located below is a table that compares the Planned Development (PD) Zoning District versus the C-4, Marine Commercial Zoning District. The table shows the maximum development potential of a Planned Development (PD) with the Alternative Temporary Lodging Use Standards. The previously approved Planned Development (PD) used the “by right” density and intensity but received a height increase of 2 additional stories. Rezoning the property to C-4, Marine Commercial would reduce the maximum height for the property to 3 stories above base flood elevation.

<i>Planned Development (PD) Versus C-4, Marine Commercial</i>			
	Alternative Temporary Lodging Density (Causeway District) and Planned	Previously Approved Planned Development (PD) for 555 150th Avenue	C-4, Marine Commercial (Causeway Character District)

	Development (PD) Rezoning		
Temporary Lodging Density (Units Per Acre)	125	60	60
Residential Density (Units Per Acre)	15	15	15
Commercial FAR	*	0.55	0.55
Mixed Use FAR	4.0	*	*
Height	Flexibility in building height may be allowed provided the development is compatible with the surrounding neighborhood.	75 feet or 5 stories above BFE	3 stories above BFE

**Fiscal Impact or Other:**

City Staff initiated the proposed rezoning, and the proposed rezoning property is owned by the city.

**Recommendation(s):**

City staff supports the adoption of Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial.

**Attachments:**

- Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial
- Forward Pinellas Consistency Letter
- Ordinance 2026-03, Business Impact Estimate

**ORDINANCE 2026-03**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY LOCATED AT 555 150TH AVENUE, PARCEL IDENTIFICATION NUMBER 09-31-15-00000-140-0100, FROM PD PLANNED DEVELOPMENT, TO C-4 MARINE COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, the City of Madeira Beach recently purchased the real property known as 555 150<sup>th</sup> Avenue, Madeira Beach, Florida and described by parcel identification number 09-31-15-00000-140-0100 (hereinafter "Property") and wishes to rezone the Property to C-4, Marine Commercial; and

**WHEREAS**, the property was previously zoned C-4 Marine Commercial until the property was rezoned in 2016 to PD Planned Development pursuant to Ordinance 2015-18; and

**WHEREAS**, the City of Madeira Beach rezoned the property in 2017 pursuant to Ordinance 2017-04 from PD Planned Development to PD Planned Development; and

**WHEREAS**, the PD zoning has expired pursuant to Sec. 110-397(e) of the City of Madeira Beach Land Development Regulations due to the failure of the previous owner of the Property not commencing construction within the specified time; and

**WHEREAS**, pursuant to Sec. 110-397(e) of the City of Madeira Beach Land Development Regulations the zoning for the Property reverts to the previous zoning classification that existed on the property prior to the approval of the PD Planned Development rezoning; and

**WHEREAS**, the City of Madeira Beach wishes to memorialize this rezoning to C-4 Marine Commercial; and

**WHEREAS**, the Madeira Beach Master Plan encourages capitalizing on natural assets and city-owned property to support waterfront commercial uses, waterfront recreational uses, and expanding public spaces; and

**WHEREAS**, the proposed rezoning to C-4, Marine Commercial would help implement the goals and strategies of the Madeira Beach Master Plan; and

**WHEREAS**, the proposed rezoning to C-4, Marine Commercial is consistent with the Causeway District of the Madeira Beach Town Center Special Area Plan; and

**WHEREAS**, the Causeway District supports commercial, marina, and recreational uses; and

**WHEREAS**, C-4, Marine Commercial Zoning District supports commercial, marina, and recreational uses; and

**WHEREAS**, C-4, Marine Commercial Zoning District is compatible with the Planned Redevelopment Mixed-Use Future Land Use Category of the Madeira Beach Comprehensive Plan; and

**WHEREAS**, the Planning Commission has held a public hearing to consider this rezoning and has recommended approval to the Board of Commissioners; and

**WHEREAS**, the recommendations of the Planning Commission and City Staff have been found meritorious by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners have held two public hearings to consider the approval of this rezoning and the adoption of this ordinance.

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

**SECTION 1:** That the subject property as described in Exhibit A and Exhibit B shall be rezoned from PD Planned Development to C-4 Marine Commercial.

**SECTION 2:** That the provisions of this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.

**SECTION 3:** Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

**SECTION 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 \_\_\_\_\_, 2026.**

\_\_\_\_\_  
Anne-Marie Brooks, 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: \_\_\_\_\_

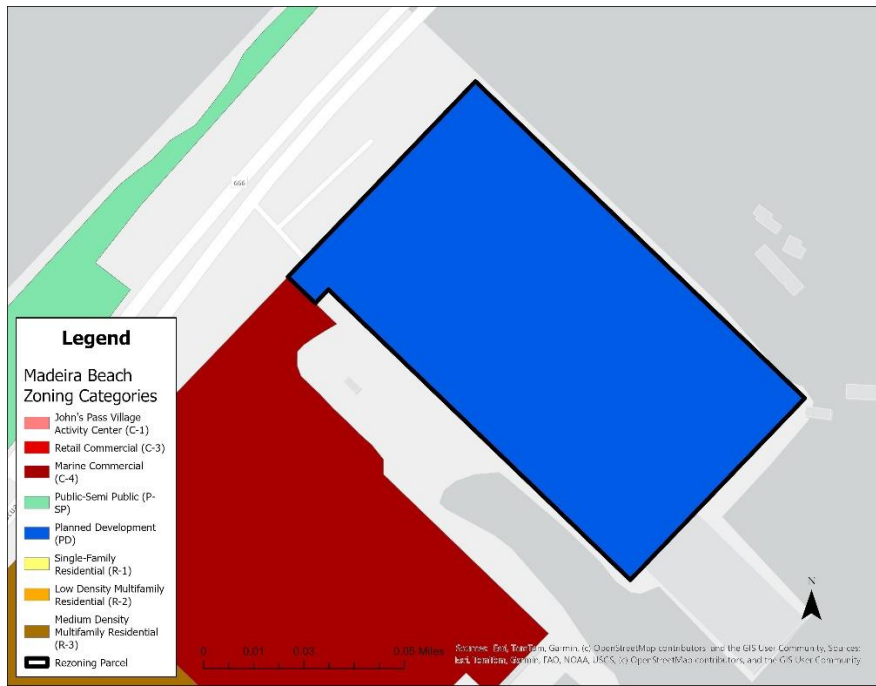
PUBLISHED: \_\_\_\_\_

**Exhibit A**

**Parcel:** 09-31-15-00000-140-0100

**Legal Description:** PART OF GOVT LOTS 1 & 2 IN NE 1/4 OF SEC 09-31-15 & IN NW 1/4 OF SEC 10-31-15 DESC AS FROM S LINE OF GOVT LOT 1 IN SD SEC 09-31-15 & C/L OF 150TH AVE TH N43D51'28"E 1918.18FT ALG C/L OF SD RD TH S46D08'32"E 50FT FOR POB TH S46D08'32"E 50FT TH N43D51'28"E 25FT TH S46D 08'32"E 550FT TH N43D51' 28"E 331FT TH N46D08'32"W 600FT TH S43D51'28"W 356FT TO POB CONT 4.59AC(C)

### Exhibit B Existing Zoning Map



### Proposed Zoning Map



# **Business Impact Estimate**

Proposed ordinance's title/reference:

## **ORDINANCE 2026-03**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY LOCATED AT 555 150TH AVENUE PARCEL IDENTIFICATION NUMBER 09-31-15-00000-140-0100 FROM PD PLANNED DEVELOPMENT, TO C-4 MARINE COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;
  - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

**1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

The purpose of this ordinance is to rezone the real property known as 555 150th Avenue, Madeira Beach, Florida and described by parcel identification number 09-31-15-00000-140-0100 (hereinafter "Property") from PD, Planned Development to C-4, Marine Commercial. The proposed rezoning to C-4, Marine Commercial would help implement the goals and strategies of the Madeira Beach Master Plan.

**2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

It is estimated that there will be no additional costs for businesses since this rezoning does not impact any businesses.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

There will be no businesses impacted by this rezoning.

**4. Additional information the governing body deems useful (if any):**

N/A



April 2, 2026

Andrew Morris, AICP  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

**RE: Review of ordinances from the City of Madeira Beach (ORDINANCE 2026-03)**

Dear Andrew,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances. The amendments are consistent with the Countywide Rules, with comments as follows:

- The proposed rezoning does not result in an increase in density or intensity beyond what is permitted by the Countywide Plan Map designation and is therefore consistent with the applicable standards and criteria of the Countywide Rules.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at [ewennick@forwardpinellas.org](mailto:ewennick@forwardpinellas.org).

Sincerely,

*Emma Wennick*

Emma Wennick  
Program Planner



# Memorandum

**Meeting Details:** April 29, 2026 BOC Workshop Meeting  
**Prepared For:** Mayor & Board of Commissioners  
**From:** Marci Forbes, Community Development Director  
**Subject:** Archibald Snack Shack Update

---

## Background & Discussion

### Structure Review

Following the previous structure update in January 2026, additional sand was removed beneath the structure allowing for a more detailed review of the substructure crawlspace. Pennoni Associates, who had done an initial structural assessment in March of 2025, returned to conduct a follow up investigation, a report of their findings was issued March 18, 2026 and is provided as an attachment. The results of their assessment were in line with the previous assessment conducted by staff with some additional comments:

- They were able to identify approximately 450 SF of subflooring that will require replacement. The areas are identified in the attached report. We will continue to maintain limited and monitored access to the building as these areas are considered unsafe.
- They identified 2 piles with 5% to 10% cross section loss, one of which is a damaged pile previously identified by staff. The piles can be repaired/reinforced in place.
- No issues were identified with the joists or beams but as previously noted straps will require replacement throughout due to rusting and pitting.
- When the tile is removed and all of the subfloor exposed, additional repairs may be necessary.

The report recommends additional inspection of concealed areas and a review of the second floor framing. Since the last update, the Snack Shack has been treated for termites.

## **Historical Designation & Repair Plans**

Staff is currently reviewing the first draft of the historical ordinance prepared by Kimley Horn as well as the associated applications. The draft ordinance is expected to be ready for discussion at the next BOC workshop, May 27, 2026. In addition, staff is working with the previously selected architect and engineer team through Pennoni Assoc. for construction plans that reflect the information collected on the building in recent months, taking into account necessary structural repairs and the historical components.

## **Fiscal Impact**

To date the following work has been completed and/or is in progress.

Scope of Work	Firm	Value of PO	Funds Spent	Comments
Bldg. assessment & plans (initial review)	Pennoni Assoc. (team)	\$23,500	\$13,350	PO to be adjusted as necessary based on new information & historical designation
Electrical	USA Voltage	\$30,000	\$18,000	Some adjustments may be necessary
Remove sand in crawlspace	Mali Contracting	\$30,700	\$30,700	No additional work anticipated for sand removal
Termite Treatment	Geigers	\$7,700	\$7,700	
Historical LDRs	Kimley-Horn	\$54,000	Work In Progress	NTE PO
<b>Funds Spent to Date</b>			<b>\$69,750</b>	

The construction plans will be updated to reflect recent findings, and a revised plan set with updated scope of work will be advertised for bid. As a reminder, the previous construction estimates from responsive bidders ranged from \$238,062 to \$399,828.

## **Recommendation(s)**

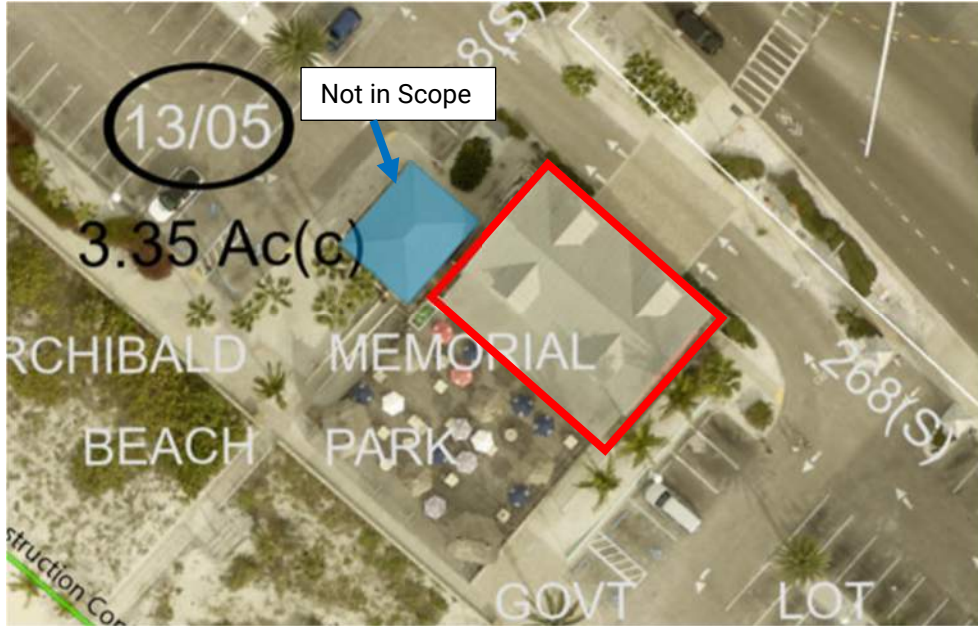
This information is being provided as an update for general discussion. Unless directed otherwise, staff will continue forward with the historical designation process and obtaining revised construction plans for bid purposes.

## **Attachments**

- Limited Visual Crawlspace Inspection Report – Pennoni Associates



# Limited Visual Crawlspace Inspection Madeira Beach Snack Shack

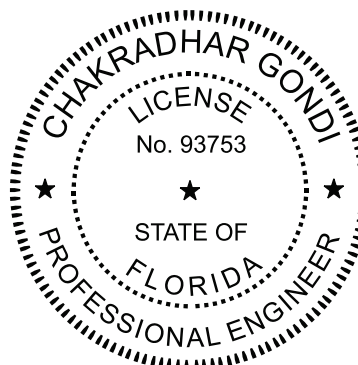


**Submitted To:**

Marci Forbes  
City of Madeira Beach  
300 Municipal Dr.  
Madeira Beach, FL 33708

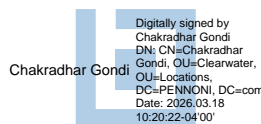
**Submitted By:**

Pennoni Associates Inc.  
5755 Rio Vista Dr.  
Clearwater, FL 33760



This item has been electronically signed and sealed by Chakradhar Gondhi PE using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Chakradhar Gondhi, P.E., FL #93753  
Project Engineer



Project No. MDBCH25003

Issue Date: March 18, 2026

## PROJECT DESCRIPTION/BACKGROUND

At your request Pennoni conducted a limited visual crawlspace inspection of the Madeira Beach Snack Shack on February 24, 2026. A previous Pennoni report dated March 3, 2025, states that the first-floor framing, or crawlspace, was unable to be inspected due to excess sand obscuring entry. Since then, the City of Madeira Beach has had the sand removed or relocated to allow access into the crawlspace. This report is supplementary to the original reports field observations of the first-floor framing and foundation inspection. The primary framing of the first-floor consists of  $\frac{3}{4}$ " plywood subfloor nailed to 2x10 nominal ( $1\frac{3}{4}$ " x  $2\frac{1}{2}$ " ) wood joists spaced at 18" on center (O.C.). The 2x10 wood joists bear on a 10"x6" wood beams at 8' O.C. and are strapped using a ~16" twist strap at every joist. The 10"x6" wood beams bear on a 10" timber pile spaced at 8' O.C. each direction, laying out a 8'x8' grid. The wood beam and timber piles are strapped approximately 8" down on each face of the timber pile and encompasses the entire wood beam, making the total strap length ~45". The depth of the 10" timber piles was not able to be confirmed at the time of the site visit. A previous retrofit of concrete piers and wood beams was also observed at the time of the site visit, the City of Madeira Beach does not have record of the repair, the original intent or use cannot be confirmed at this time.

## EXECUTIVE SUMMARY

Pennoni's project scope of services includes limited visual inspection of readily accessible and exposed structural elements of the primary structural system of the 1<sup>st</sup> floor to assess the general structural condition of the building. The primary building structural elements includes load bearing components such as the piles, joists and beams. Due to the nature of a non-intrusive visual inspection, review of building structure covered by cosmetic finishes or embedded foundations may not be possible.

Based on our limited visual structural crawlspace inspection of the building, the following structural components have been identified with any observed damages/issues:

- Subfloor (**Photos 1 - 3**)
- Joists (**Photos 4 & 5**)
- Beams (**Photos 6 & 7**)
- Timber Piles (**Photos 8 & 9**)
- Previous Retrofit (**Photos 10 - 12**)

## RECOMMENDATIONS & FINDINGS

The below list of damages has been included to describe typical types of issues identified during our site observation walkthrough. Where applicable, recommendations for repair or replacement are included in the below findings. Relevant photos from our inspection have been included in the attached **Exhibit A**. A full set of inspection photos can be provided upon request. An approximate damage map has also been provided to show areas and extent of damages in **Exhibit B**.

### 1) Subfloor

- a) Approximately 450 square feet (SF) of the existing  $\frac{3}{4}$ " plywood subfloor was found to be damaged or completely detached and failed, exposing the floor finish underlayment (thin-set mortar or equivalent). These sections of subfloor is currently a **Dangerous Condition** as defined by Section 202 of the Florida Existing Building Code (FBCE). It is recommended that access be restricted above these areas until repairs can be made. One area of damaged or failed subfloor is below the existing cooler and may need to be removed to properly repair the subfloor in the area. The subfloor is recommended to be replaced in kind with  $\frac{3}{4}$ " structural I APA Span Rated sheathing fastened at the edges 8" O.C. staggered with 8d ring shank nails.

### 2) Joists

- a) No damages were observed to the joists at the time of this limited site visit. Concealed damages to the joists may be revealed during the removal of the subfloor. New joists may need to be sistered to existing joists if cross section loss is discovered. Approximately 5% - 10% of the ~16" twist straps were observed to have heavy pitting or corrosion and are recommended to be replaced. New straps can also be added to supplement any

damaged straps. This is typical throughout the crawlspace. Overall, the joists were observed to be in stable condition.

3) Beams

- a) No damages were observed to the beams at the time of this limited site visit. Approximately 1% - 2% of the ~45" twist straps were observed to have heavy pitting or corrosion and are recommended to be replaced. New straps can also be added to supplement any damaged straps. This is typical throughout the crawlspace. Overall, the beams were observed to be in stable condition.

4) Timber Piles

- a) (2) timber piles were observed to have approximately 5% - 10% cross section loss. The surrounding framing was not observed to be deflecting or in distress due to the loss of capacity of the pile. It is recommended that these timber piles be replaced in kind or repair in place with splices.

5) Previous Retrofit

- a) A previous retrofit of concrete piers, 4x4 wood posts and 2x10 beams was observed to be in the crawl space. A 2x10 was also observed to be sistered to an original 10x6 beam. The concrete piers were observed to be undermined with minimal amounts of bearing on grade, and some 4x4 posts were observed to be detached from the beams. It is recommended to remove the concrete piles, beams and posts, as there is no evidence of these components being necessary to reinforce the exiting framing.

6) Additional Recommendations

- a) Pennoni recommends that the remaining framing of the building be inspected beyond what is concealed. Possible insect damage, water damage or rot and overstressed members may be concealed by existing finishes in the building. The wall, beyond what is currently exposed and second floor framing is recommended to have the drywall removed for further inspection.

## LIMITATIONS

This investigation is limited to a review of the building areas in the locations above. It is not intended to be a comprehensive inspection of every component. Existing drawings were not provided to Pennoni. Preparation of design calculations to peer review the previous repairs is not included.

If you have any questions or need additional information, please feel free to contact us.

Sincerely,  
PENNONI

Chakradhar Gondi, P.E., FL #93753  
Project Engineer

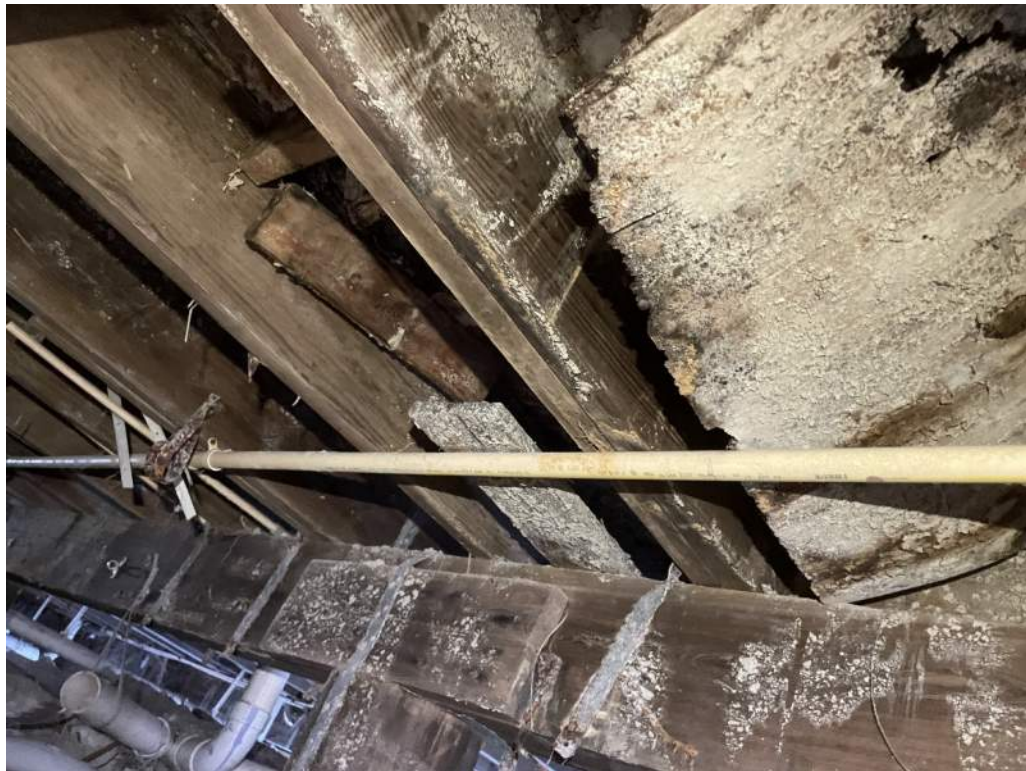
**Attachments – Exhibit A – Relevant Photos**  
**Exhibit B – Approximate Damage Map**

**EXHIBIT A**

**RELEVANT PHOTOS**



**Photo 1 – Damaged or Failed Subfloor**



**Photo 2 – Damaged or Failed Subfloor**



**Photo 3 – Damaged or Failed Subfloor**



**Photo 4 – Floor Joists**



**Photo 5 – Floor Joist Strap Corrosion**



**Photo 6 – Beam Strap Corrosion**



**Photo 7 – Floor Beam**



**Photo 8 – Timber Pile Cross Section Loss**



**Photo 9 – Timber Pile Cross Section Loss**



**Photo 10 – Previous Retrofit with Detached Post**



**Photo 11 – Previous Retrofit Pier with Minimal Bearing on Grade**



**Photo 12 – Previous Retrofit of Sistered Beam**

# **EXHIBIT B**

## **APPROXIMATE DAMAGE MAP**

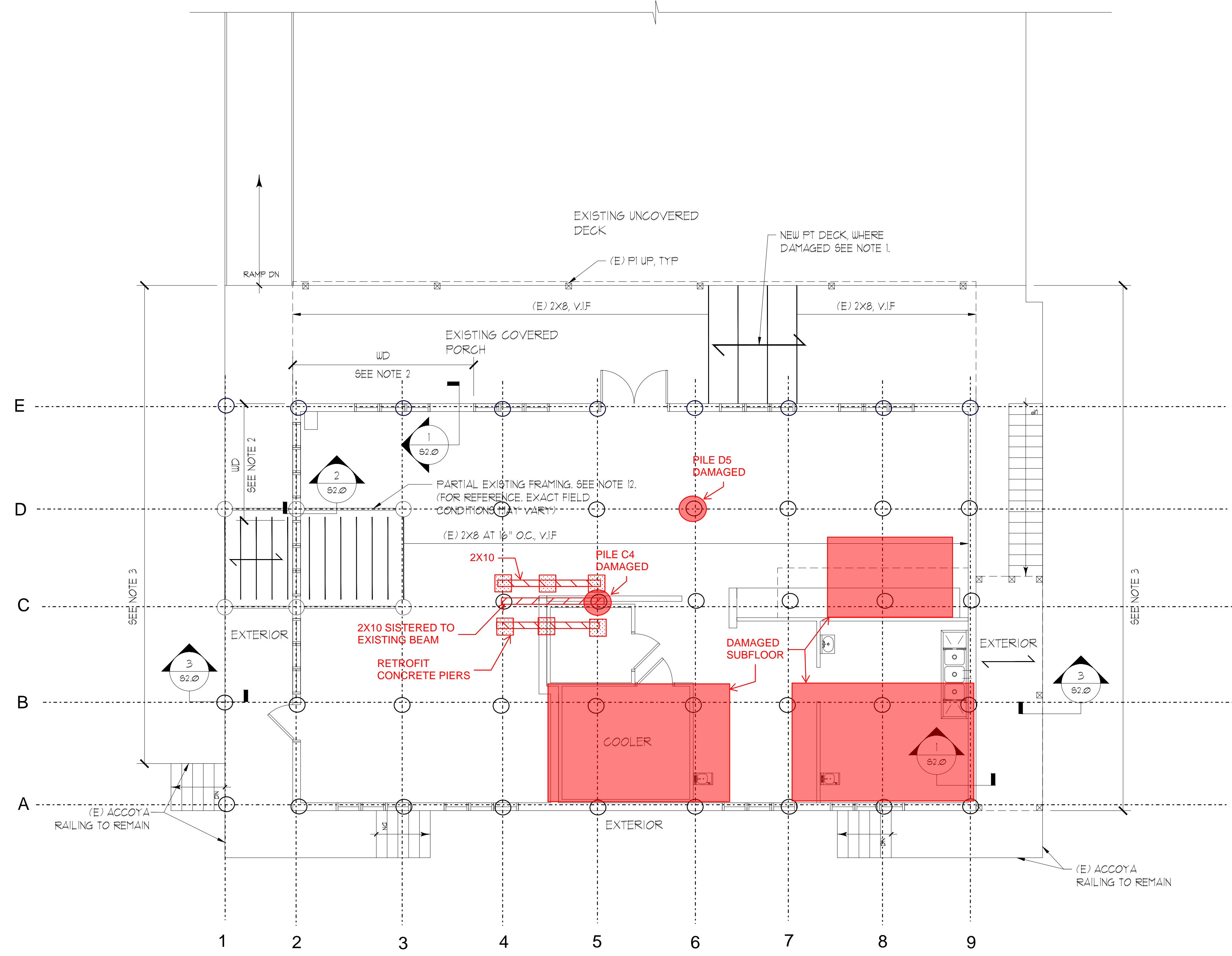


5755 Rio Vista Drive  
Clearwater, FL 33760-3137  
(727) 325-1251  
Florida Co# 7819  
James Vincent Barnes III, P.E.  
Florida P.E. #77754  
Pennoni Project No. MDBCH25003

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

**SNACK SHACK LIMITED REPAIRS  
LIMITED FLOOR ASSESSMENT & REPAIR**  
15100 GULF BLVD.  
MADEIRA BEACH, FL 33708

- PLAN NOTES:**
- INDICATES DECK SPAN DIRECTION IN EXTERIOR DECKS. REPLACE DAMAGED EXTERIOR DECKING WITH NEW PT2X6 TONGUE & GROOVE DECKING AT EXTERIOR. ATTACH TO SUPPORT JOISTS WITH (2) SIMPSON #2X 3 1/2" SS OR APPROVED EQUAL. MINOR EXCAVATION TO REMOVE SAND, FILL MAY BE REQUIRED TO COMPLETE REPAIRS IN AREAS OF DAMAGED DECKING.
  - WD = AREA OF WALL DAMAGE. REPLACE DAMAGED WALL SHEATHING AND REPAIR WALL STUDS PER 1/52.0 AND 2/52.0.
  - REPAIR DAMAGED HANDRAIL FOR EXTERIOR DECKS PER 3/52.0.
  - FIELD VERIFY ALL EXISTING CONDITIONS INCLUDING DIMENSIONS & ELEVATIONS PRIOR TO FABRICATION & INSTALLATION.
  - CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION TO ENSURE SAFETY OF THE BUILDING UNTIL STRUCTURAL SYSTEM IS COMPLETED.
  - CONTRACTOR IS REQUIRED TO SHORE EXISTING STRUCTURE AS NECESSARY BEFORE ATTEMPTING REPAIRS.
  - (E) - INDICATES EXISTING FRAMING TO REMAIN, V.I.F. EXISTING FRAMING TO REMAIN IS SHOWN FOR INFORMATION PURPOSES ONLY. IT IS ASSUMED ALL THE EXISTING FRAMING TO REMAIN IS IN GOOD CONDITION. GC TO VERIFY IF EXISTING CONDITIONS MATCH WITH THIS STRUCTURAL PLANS, CONTACT PENNONI IF EXISTING MEMBERS TO REMAIN ARE DAMAGED OR NOT MATCHING WITH STRUCTURAL PLANS.
  - (E) PI = EXISTING 4X4 WOOD POST UP TO REMAIN.
  - ALL NEW DIMENSIONAL LUMBER SHALL BE PRESSURE TREATED SOUTHERN PINE #2 OR BETTER U.O. ALL NEW INTERIOR FLOOR SHEATHING SHALL BE PRESSURE TREATED APA SHEATHING.
  - ALL WOOD CONNECTION HARDWARE INCLUDING FASTENERS SHALL BE STAINLESS STEEL.
  - GC TO INSPECT EXISTING FRAMING AT FIRST FLOOR FOR DAMAGE AND DEGRADATION. NOTIFY EOR AND OWNER OF FINDINGS. REPAIR OR REPLACE THE FRAMING WHERE DAMAGED PER NOTES & DETAIL 1/52.0.
  - DENOTES EXISTING 10" DIA. TIMBER PILES TO REMAIN, V.I.F.



**1ST FLOOR APPROXIMATE DAMAGE MAP**  
SCALE: 3/16" = 1'-0"

U:\Account\MDBCH\MDBCH25003 - Madeira Beach Shack - Repair\MDBCH25003 S1.0.dwg PLOTTED: 10/29/2025 1:41 PM BY: Chahin Gouffar PLOT STYLE: Aec-standards.ctb PROJECT STATUS: ---

NO.	DATE	REVISIONS	BY

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATE. AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	MDBCH25003
DATE	09/29/2025
DRAWING SCALE	AS NOTED
DRAWN BY	KA
APPROVED BY	VB

**S1.0**



# Memorandum

**Meeting Details:** April 29, 2026 – BOC Regular Workshop Meeting  
**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners  
**Staff Contact:** Community Development Department  
**Subject:** Parking Garage Feasibility Study Quotes

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## **Background & Discussion:**

As requested by the BOC, staff solicited “Parking Garage Feasibility Study” quotes from our continuing contracts list and received quotes from 2 qualified firms, ADEAS Q & Kimley Horn. Those quotes were reviewed during the March 18, 2026, BOC Workshop meeting at which additional clarification and scope of work were discussed. Based on feedback by the BOC during the previous meeting, staff reached out to the firms for revised proposals. The city provided each firm with a more detailed breakdown to be addressed in their proposals. The breakdown and proposals are provided as an attachment.

## **Fiscal Impact:**

The cost will be based on the firm selected.

## **Recommendation(s):**

City staff recommends discussion of the proposed scope of work, review of the proposals and requests a recommendation of a firm for moving forward.

## **Attachments/Corresponding Documents:**

- City breakdown of Parking Feasibility Study Proposal
- ADEAS Q Revised Proposal
- Kimley Horn Revised Proposal

# MADEIRA BEACH PARKING FEASIBILITY STUDY PROPOSAL REQUEST\_APRIL 2026

## **Existing Conditions and Demand Analysis - Citywide**

- Review existing parking inventory including public, private, on-street, and off-street parking. – The city will provide all available statistics for review, if the subconsultant requires additional statistical information beyond what is available please include a per hour rate with a NTE estimate
- Evaluate parking utilization and demand – The city will provide all available statistics for review, if the subconsultant requires additional statistical information beyond what is available please include a per hour rate with a NTE estimate
- Prepare a citywide parking demand assessment identifying:
  - Existing parking supply & Current utilization
  - Areas with surplus or deficient parking
  - The below ask for JPV will address parking at the southern end of the city. Provide general information for the north end of the city based on the study results , addressing if parking is needed and if so, the vicinity in which it would be most beneficial

## **John's Pass Village Parking (JPV) Needs Assessment**

- Review of up to 3 locations as identified by the city
- Quantify the amount of additional parking needed

### **JPV - Feasibility Review of Three Selected Sites**

The City will identify up to 3 sites within the John's Pass Village area for further evaluation. For each site, the consultant shall:

- Review the site's ability to accommodate a parking garage
- Evaluate site constructability and development constraints
- Identify underground conflicts and utility issues
- Review land size and dimensional limitations
- Evaluate applicable zoning, land use, and regulatory constraints
- Review site access and operational considerations
- Identify any permitting, right-of-way, or acquisition considerations.
- Provide an estimate of the number of parking spaces that could reasonably be developed at each site.

## MADEIRA BEACH PARKING FEASIBILITY STUDY PROPOSAL REQUEST\_APRIL 2026

- Identify advantages, disadvantages, and major risks associated with each location – This should take into account if any of the above would increase construction costs due to an “issue” that would otherwise be avoidable at another location, i.e. excessive underground utilities

In consideration of the above, the city would request a “Go/No Go” approach such that if a selected site is truly not an option based on a criteria under review, then review of that site should be paused, the city notified and a path forward discussed.

### **JPV - Cost and Implementation Considerations**

- Provide a construction cost estimate for each site.
- Identify anticipated challenges, required improvements, utility relocations, or other extraordinary costs.
- Provide a general implementation roadmap identifying:
  - Most feasible site(s) & next steps for design, engineering, or due diligence

### **Deliverables**

- The consultant shall provide a report summarizing all findings listed above
- Presentation of findings to the BOC

### **Proposal Considerations**

- In the proposal please provide a LS estimate for public engagement meetings to provide an “a la carte” option for the commission
- The sites should also be individually considered, while some BOC want to look at all 3 they may decide to pursue only 2 so the proposal should be such that it can simply be removed as a line item
- It’s understood that cost could fluctuate based on how useful the city data parking is and that additional research may be needed at per hour rate
- The city will continue to update the sharepoint with information which will include information on city owned parking, information on the three selected sites, details on projects that are in permitting and/or proposed that will include publicly available parking opportunities, etc..

**EXHIBIT A**  
**SCOPE OF PROFESSIONAL SERVICE**

**Parking Feasibility Study**

**April 21, 2026**  
***Draft Version 2***

**Task Summary:** Based upon direction from the City Board of Commissioners (BOC), the City is undertaking a Parking Feasibility Study. The objective of this study is to technically evaluate available materials and provide a recommended plan of action. The study is prepared with the primary tasks of:

- 1) Existing Conditions and Demand Analysis – Citywide
- 2) John’s Pass Village Parking (JPV) Needs Assessment
- 3) Optional Public Engagement

**SCOPE OF SERVICES**

**Task 1 – Existing Conditions and Demand Analysis - Citywide**

The Consultant shall prepare a citywide parking analysis based on existing conditions and existing demand. The summary of existing parking supply and current utilization will be evaluated for the areas north and outside of John’s Pass Village (JPV). Locations/areas with surplus or deficient parking will be documented.

The Consultant will review provided parking inventory including public, private, on-street, and off-street parking. The City will provide all available statistics/maps for review. If the Consultant requires additional statistical information beyond what is available, this effort shall be completed for a typical cost per hour rate with a Not-to-Exceed (NTE) estimate.

The Consultant shall document parking utilization and demand. The City will provide all available statistics/maps for review. If the Consultant requires additional statistical information beyond what is available, this effort shall be completed for a typical cost per hour rate with a Not-to-Exceed (NTE) estimate.

The Consultant shall provide guidance and recommendations for the north end of the City based on the study results addressing if additional parking supply is recommended and if so, the vicinity in which it would be most beneficial.

The evaluation of the JPV will address parking at the southern end of the city as a separate task as described below.

**Task 2 – John’s Pass Village (JPV) Needs Assessment**

The Consultant will review and evaluate up to three (3) site specific locations for their sufficiency to meet parking demand. Up to three locations will be determined by the City. The result will be a determination of the amount of additional parking needed within the Village.

The Consultant will perform a feasibility review of building a parking garage at each of the three locations within JPV. This analysis will be based only on preexisting data and materials furnished by the City. For each site, the Consultant shall:

- Review the ability to accommodate a parking garage
- Evaluate constructability and development constraints
- Identify underground conflicts and utility issues
- Review land size and dimensional limitations
- Evaluate applicable zoning, land use, and regulatory constraints
- Review site access and operational considerations
- Identify permitting, right-of-way, or acquisition considerations
- Perform a walk-through site visit with City staff
- Provide a reasonable estimate for the number of developable parking spaces
- Identify advantages, disadvantages, and major risks associated with each location

The analysis should consider increased construction costs due to an “issue” that may be avoidable at another location, (i.e. excessive underground utilities). A stand alone public parking garage at each facility without ancillary uses is assumed. Typical costs and design treatments associated with this facility type will be applied. This initial effort does not assume detailed financial bonding projections or graphical design layouts.

For the JPV sites the Consultant is to summarize the following cost and implementation considerations:

- Provide a preliminary construction cost estimate for each site.
- Identify anticipated challenges, required improvements, utility relocations, or other extraordinary costs.
- Provide implementation direction toward identifying the most feasible site(s) and next steps for design, engineering, and/or due diligence.

In consideration of the bullet points above, the City requests a “Go/No Go” approach such that if a selected site is truly not suggested based on a criteria under review, then the review of that site should pause, and the City should be notified early to determine an appropriate alternate path forward to help avoid unnecessary costs.

For Tasks One and Two it is assumed that the City will continue updating available parking information, property site information, permitting changes/applications, etc. These efforts are to be coordinated together with the Consultant to maximize cost efficiency. It is understood that the cost may fluctuate based upon the usefulness of the data provided.

### **Optional Task 3 – Public Engagement**

The City may choose to include the following subtasks “a-la-carte” to enhance the project coordination and public communications.

**Stakeholder Engagement Meetings:** The Consultant will prepare for and attend in-person stakeholder meetings. The meetings may include City departments, Individual City Commissioner meetings, Florida Department of Transportation (FDOT), Forward Pinellas, property owners, or business representatives.

**Community Workshop:** The Consultant will prepare for and attend in-person community workshops intended to present the initial results of the previous tasks.

**Formal Presentations:** The Consultant will prepare for and attend formal presentations with question-and-answer to public groups such as the Board of Commissioners, Planning Commission, etc. PowerPoint slides are anticipated to be prepared in advance of each presentation.

To help save costs it is assumed that City staff will reserve the meeting spaces and public notification of the events.

The Consultant will prepare for and attend an introductory meeting with City staff to identify the project requirements, limitations, available data, and schedule considerations. Coordination with staff regarding City project administration is anticipated, together with monthly progress coordination meetings AT NO ADDITIONAL COST.

**Task 4 - Deliverables**

The end product of this project will be a letter report that summarizes results of the analysis. A recommended plan of action of follow-up activities for the City to consider is also anticipated within the report. The Consultant will submit a draft report for City staff review. Upon receiving one round of suggested edits/refinements from City staff, the Consultant will then finalize the report.

**EXHIBIT B  
COMPENSATION AND METHOD OF PAYMENT**

**Project Cost Estimate:** The cost associated with the project are summarized in the table below, together with the costs of optional task to be selected at the City’s discretion.

<b>Task Description</b>	<b>Cost</b>	<b>Optional Cost</b>
1A) Existing Conditions and Demand Analysis - Citywide	\$14,000	
1B) Optional parking inventory data collection		\$145/hour NTE \$8,000
1C) Optional parking utilization and demand data collection		\$145/hour NTE \$8,000
2) John’s Pass Village (JPV) Needs Assessment	\$8,000/site (X3)	
3A) Stakeholder Engagement Meetings		\$950/meeting
3B) Community Workshop		\$8,500/workshop
3C) Formal Presentations		\$2,700/presentation
4) Deliverables	\$5,500	

**EXHIBIT C  
TIME AND SCHEDULE OF PERFORMANCE**

**Anticipated Schedule:** 12 - 20 weeks is assumed following the notice to proceed to develop a draft letter report for City staff review. This assumes that all necessary data/materials are provided at the time of notice-to-proceed.

**City of Madeira Beach  
Parking Feasibility Study  
Scope of Services**



April 22, 2026

Kimley Horn and Associates will provide the services outlined in Tasks 1-2 for rates estimated not to exceed (NTE) \$65,500 - \$90,500. Consultant will provide the optional services outlined in Optional Task 3, upon receipt of an authorization to proceed from the City, for the fees as outlined below. The following task items represent a breakdown of the fee for reference:

**Task 1: Existing Conditions and Demand Analysis - Citywide: NTE \$25,000 – \$50,000**

*Existing Parking Inventory Review: \$5,000*

*Parking Utilization and Demand: \$10,000*

*Citywide Assessment in PowerPoint format: \$10,000*

*Additional data collection or creation (if required): NTE \$25,000*

**Task 2: John's Pass Village (JPV) Parking Needs Assessment: NTE \$40,500**

*OPC/Engineers Estimate (3 sites max.) includes one (1) revision: \$3,500 per site (NTE \$10,500)*

*Summary of findings report (3 sites max.) which includes up to two (2) concept plans for a parking deck layout per site: \$7,000 per site (NTE \$21,000)*

*Comparison matrix to evaluate up to three (3) sites for pros and cons: NTE \$5,000*

*Presentation of findings to the BOC: NTE \$4,000*

**Optional Task 3: Public Engagement**

*Community Workshop or Meeting: \$10,000 per meeting*

*Stakeholder Meeting: \$2,500 per meeting*

*Online survey and interactive map: NTE \$8,000*

*Pop-up event: \$4,000 per event*

*Presentations to Planning Commission or City Commission: \$4,000 per presentation*

**SCHEDULE**

The total months for services is anticipated to be 4 months from the Notice to Proceed (NTP). Below is the anticipated schedule as agreed upon by the Consultant and City staff.

Task 1: Existing Conditions and Demand Analysis – Citywide: *1-3 Months from NTP*

Task 2: John's Pass Village (JPV) Parking Needs Assessment: *1-4 Months from NTP*

*Optional Task 3: Stakeholder and Community Engagement: 1-4 Months from NTP*



# MEMORANDUM

**TO:** Hon. Mayor and Board of Commissioners  
**THROUGH:** Clint Belk, Acting City Manager  
**FROM:** John Mortellite, Acting Fire Chief  
**DATE:** April 29, 2026  
**RE:** Approval of Florida Department of Children and Families Grant for Rip Tide Simulator

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## **Background**

Madeira Beach’s Gulf-front beaches and John’s Pass area generate frequent water-related emergencies, including distressed swimmers and near-drownings associated with strong currents and changing surf conditions. Enhancing both responder preparedness and public awareness is critical to improving safety outcomes.

Approval is requested to expend \$12,750 for the purchase of a Rip Tide (Rip Current) Simulator, related training aids, and public education handouts for the Madeira Beach Fire Department. This expense is fully reimbursable through an existing grant awarded and encumbered by the Florida Department of Children and Families.

The requested simulator and materials will support both operational training and community outreach efforts by:

1. Improving personnel training to better recognize rip currents, assess surf conditions, and implement safer, more effective rescue strategies.
2. Enhancing public education through demonstrations at community events, schools, and beach programs, clearly illustrating how rip currents form and how individuals can safely escape them.

## **Fiscal Impact**

The total cost of \$12,750 will be initially funded by the City. However, this expense is fully reimbursable through an existing grant awarded and encumbered by the Florida Department of Children and Families. As a result, there will be no net cost to the City.

## **Recommendation**

Staff recommends approval of the expenditure for the Rip Current Simulator, training aids, and public education materials, as it provides significant public safety benefits with no long-term financial impact to the City.

**Attachment(s):** Rip current information sheet





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## Rip Current Simulator Training Initiative

The Department has funding to purchase equipment that functions as a **rip current simulator**, designed to train rescue personnel and educate the community.

### Why This Matters

Rip currents are a major public safety hazard, accounting for **approximately 80% of surf beach rescues** and nearly **100 fatalities annually**. By incorporating this simulator into your programs, you can:

- Enhance rescue personnel training.
- Proactively educate the public—especially youth and new beachgoers—on rip current survival techniques.
- Expand community water safety initiatives with a focus on this extreme hazard.

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### About the Simulator

The simulator is provided by **Slipstream** and is typically used as a high-performance swim machine for exercise. Its features make it ideal for rip current training:

- **Powerful Current:** Up to **3,000 Gallons Per Minute (GPM)**, simulating the force of a rip current in a controlled pool environment.
- **Portable & No Installation Required:** Easy to transport and set up for on-site demonstrations.
- **Realistic Training:** Far more effective than classroom instruction, offering participants a tangible and memorable experience.

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### Training Benefits

Participants can safely practice essential survival techniques, including:

- **Signaling for help**
- **Floating until out of the current**
- **Swimming parallel to shore to escape**

This hands-on approach builds **muscle memory** for real-world situations.

2415 North Monroe Street, Suite 400, Tallahassee, Florida 32303-4190

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## Program Applications

The Slipstream Swim Machine can be integrated into a variety of programs:

- School field trips and summer camp safety days
- Lifeguard and junior lifeguard certification courses
- Learn-to-swim classes focused on open-water preparedness
- Water safety training for individuals with autism

**Consistent Training:** Use existing pool facilities to conduct realistic exercises year-round, regardless of weather or ocean conditions.

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## Key Advantages

- **Public Awareness & Realistic Demonstration:** Adjustable current (up to 3,000 GPM) provides a safe yet powerful experience, illustrating why swimming against a rip current is nearly impossible.
  - **Life-Saving Skill Instruction:** Controlled environment ensures safe practice of survival strategies.
  - **Versatile Community Tool:** Portable design supports multiple outreach programs.
- 

## Cost & Funding

There is **no cost to your agency**. The Department of Children and Families (DCF) will cover up to **\$13,900** for equipment and training expenses, provided your organization uses the simulator for **training and education to prevent drownings** in your area.

- **Equipment Cost:** \$12,750  
*Slipstream™ FL Riptide Training Bundle*  
Includes:
  - (2) Slipstream Performance units
  - (2) Additional Power Supplies
  - (2) Underwater Headphones[swimslipstream.com/collections/all/products/slipstream™-florida-rip-current-training-bundle-2-slipstream-performance-2-additional-power-supply-2-underwater-headphones](https://swimslipstream.com/collections/all/products/slipstream-™-florida-rip-current-training-bundle-2-slipstream-performance-2-additional-power-supply-2-underwater-headphones)
- **Training Funds (if needed):** \$1,150



# Memorandum

**Meeting Details:** April 29, 2026

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** FDEP Resilient Florida Grant for Vulnerability update and Adaptation plan Discussion

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## Background

The City of Madeira Beach is located on a barrier island and is vulnerable to flooding, storm surge, sea level rise, heavy rainfall events, and other coastal hazards. The city previously participated in a broader countywide vulnerability assessment; however, that effort was regional in scope and did not provide the level of City-specific detail now needed for infrastructure planning, resiliency investments, and project prioritization.

Since completion of the prior assessment, FDEP has updated Resilient Florida program standards, planning horizons, and sea level rise scenario requirements. This grant-funded project will allow the city to update its existing vulnerability assessment to current state standards and develop a companion Adaptation Plan identifying practical mitigation and resiliency strategies.

## **PROJECT SCOPE**

Under the proposed scope, AED will complete the following major tasks:

1. **Acquire Background Data**  
Collect critical asset, topographic, flood scenario, and related datasets; create geodatabase; perform gap analysis.
2. **Exposure and Sensitivity Analyses**  
Evaluate flooding scenarios, determine exposure of City assets, and assign risk levels.
3. **Final Vulnerability Assessment Report**  
Prepare final report and compliance certification.
4. **Draft Adaptation Needs and Strategies**  
Develop resilience strategies based on identified vulnerabilities.
5. **Community Prioritization**  
Conduct a public meeting to obtain stakeholder input and prioritize adaptation needs.
6. **Final Adaptation Plan**  
Prepare final plan including prioritized project lists for asset classes.

## 7. Public Outreach / Stakeholder Engagement

Kickoff meeting, steering committee meetings, public outreach meetings, and final presentation.

### PROJECT SCHEDULE

AED proposes an approximately **80-week implementation schedule** from issuance of Notice to Proceed, with major milestones including:

- Background Data – 12 weeks
- Draft/Final Vulnerability Assessment – 40 weeks
- Draft Adaptation Strategies – 56 weeks
- Final Adaptation Plan – 72 weeks
- Public Outreach / Completion – 80 weeks

### KEY FDEP GRANT AGREEMENT TERMS

Important provisions of the grant agreement include:

- **Cost reimbursement basis** – payment occurs after completion and acceptance of deliverables.
- **Quarterly progress reporting** required to FDEP.
- **Final payment requests are due within 60 days** after agreement expiration.
- All deliverables must receive **written acceptance** by FDEP before payment.
- Department may assess **1% invoice reduction per day** for missed deadlines unless extensions are approved.
- Records must be maintained for audit purposes for the required retention period.
- Agreement funding remains subject to **annual legislative appropriation**.
- Amendments are required for changes in funding, expiration date, or major scope/budget revisions.

### BENEFITS TO THE CITY

Approval of this item will allow the City to:

- Update resiliency planning using current state methodologies;
- Identify vulnerable infrastructure and priority investment areas;
- Improve competitiveness for future state and federal grant funding;
- Create an implementation-ready adaptation strategy;
- Engage residents and stakeholders in resilience planning.

### Fiscal Impact

AED has submitted a lump sum proposal of \$485,000.00 under the existing continuing contract for professional services. The project is one hundred percent reimbursable grant through the FDEP.

### Recommendation(s)

Staff recommends the Board of Commissioners approve acceptance of the Florida Department of Environmental Protection (FDEP) grant award for completion of a **Vulnerability Assessment Update and Adaptation Plan**, authorize execution of the grant agreement and related documents, and approve a professional services work assignment with **Advanced Engineering & Design, Inc. (AED)** under the City's continuing engineering services contract, subject to final legal review.

### Attachments

- FDEP Grant Agreement
- AED Work Proposal

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Standard Grant Agreement**

Item 9A.

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Madeira Beach Vulnerability Assessment and Adaptation Plan Agreement Number: 26PLN20

2. Parties **State of Florida Department of Environmental Protection,  
 3900 Commonwealth Boulevard  
 Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Madeira Beach Entity Type: Local Government

Grantee Address: 300 Municipal Drive,  
 Madeira Beach, Florida 33708 FEID: 59-6000366 (Grantee)

3. Agreement Begin Date: 7/1/2025 Date of Expiration: 6/30/2028

4. Project Number: \_\_\_\_\_ Project Location(s): Pinellas County, Florida  
*(If different from Agreement Number)*

Project Description: The City of Live Oak (Grantee) will complete the City of Madeira Beach Vulnerability Assessment and Adaptation Plan Project (Project) include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will also develop an Adaptation Plan and include public outreach and stakeholder engagement.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
485000	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 25-26 GAA Line Item #1659	\$ 485,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 485,000.00

6. Department's Grant Manager Name: Carson Norris or successor

Address: Resilient Florida Program  
 3900 Commonwealth Boulevard, MS230  
 Tallahassee, Florida 32399

Phone: 850-245-8347  
 Email: Carson.Norris@FloridaDEP.gov

Grantee's Grant Manager Name: Megan Wepfer or successor

Address: Public Works  
 300 Municipal Drive  
 Madeira Beach, Florida 33708

Phone: 727-543-8154  
 Email: mwepfer@madierabeachfl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: Grant Award Terms (Federal) \*Copy available at <https://facts.fldfs.com>, in accordance with section 215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Service Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

City of Madeira Beach **GRANTEE**

Grantee Name \_\_\_\_\_

By  \_\_\_\_\_  
*(Authorized Signature)* Date Signed

Print Name and Title of Person Signing \_\_\_\_\_

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By  \_\_\_\_\_  
 Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing \_\_\_\_\_

Additional signatures attached on separate page.

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ORCP Additional Signatures

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\_\_\_\_\_  
DEP Grant Manager, Carson Norris

  
\_\_\_\_\_  
DEP QC Reviewer, Stephanie Link

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Grantee may add additional signatures below, if needed.

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement;
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
  - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

**Attachment 1**

1 of 14

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

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- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## 8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## 12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

## 13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### 14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### 15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### 16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### 17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
  - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
  - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## 26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## 27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## 28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## 29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

### **31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

### **32. Subcontracting/Subawards.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

## **Attachment 1**

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **37. Grantee's Employees, Subcontractors/Subrecipients and Agents.**

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

## **Attachment 1**

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the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 26PLN20

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is City of Madeira Beach Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
 

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation and Employer's Liability Coverage.**  
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

#### **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

#### **10. Retainage.**

No retainage is required under this Agreement.

#### **11. Subcontracting/Subawards.**

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

#### **12. State-owned Land.**

The work will not be performed on State-owned land.

#### **13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

#### **14. Common Carrier.**

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 26PLN20**

**ATTACHMENT 3**

**PROJECT TITLE:** City of Madeira Beach Vulnerability Assessment and Adaptation Plan.

**PROJECT LOCATION:** The Project is located in the City of Madeira Beach within Pinellas County, Florida.

**PROJECT DESCRIPTION:**

The City of Madeira Beach (Grantee) will complete the City of Madeira Beach Vulnerability Assessment and Adaptation Plan Project (Project) include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will also develop an Adaptation Plan and include public outreach and stakeholder engagement.

**TASKS AND DELIVERABLES:**

**Task 1: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections, if applicable: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
  - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

**Deliverables:** The Grantee will provide the following:

- A technical report to confirm selected scenarios and standards, as required by 380.093(3)(d)3, F.S., including, as applicable, utilized sea level data;

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
  - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards: formatted using the Critical Assets Basic Attributes Schema (Table 3), and classified using the Critical Assets Groups and Types (Table 4).
  - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

### **Task 2: Exposure and Sensitivity Analyses**

**Description:** The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
  - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
  - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards: VA Results Attribute Schema (Table 5) and including the appropriate metadata describing the fields or attribution of the analyses results.

### **Task 3: Final Vulnerability Assessment Report**

**Description:** The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

**Deliverables:** The Grantee will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
  - Findings of the gap analysis;

- Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
- A summary of assigned focus areas.
- A signed VA Compliance Checklist Certification (Exhibit I).

#### **Task 4: Draft Adaptation Needs and Strategies**

**Description:** The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook. Activities including, but not limited to, the data collection and surveys for the initial, high-level planning phase necessary for a conceptual design (equivalent to less than 30% design) are eligible to be performed solely to support completion of the AP. Such activities shall not be undertaken to initiate preconstruction activities for specific project sites, or any work beyond the expressly authorized scope of the proposed project without the Department's prior written approval.

**Deliverables:** The Grantee will provide the following:

- A draft AP.

#### **Task 5: Community Prioritization of Adaptation Needs**

**Description:** The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

#### **Task 6: Final Adaptation Plan**

**Description:** The Grantee will complete a final AP that includes all components of, and corrections made to (if applicable), the draft AP, and that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

**Deliverables:** The Grantee will provide the following:

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

## **Task 7: Public Outreach Meetings and Stakeholder Engagement**

**Description:** The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**

The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Steering Committee Meetings**

The purpose of steering committee meetings is to oversee and assist a project from the management level. Steering committees may assist by reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

The Grantee should coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process.

- **Public Outreach Meetings for the VA**

The purpose of public outreach meetings is to inform and engage stakeholders in the project. These meetings will promote transparency, gather community input and local knowledge, and foster collaboration in addressing vulnerabilities identified in the assessment. It is recommended the Grantee conduct two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community.

The purpose of the second meeting is to allow the public to provide community-specific input on the results of the VA results. Additionally, during this meeting, the Grantee may conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. If focus areas are elected, criteria should be established to guide the public's input for the selection of focus areas.

- **Public Presentation of the Final VA**

The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

- **Public Outreach Meeting for the AP**

The purpose of the meeting is to distribute results of the Vulnerability Assessment and allow the public to provide input during the initial planning stages, to include input on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, the Grantee will conduct exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The Grantee will prepare any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

- **Public Presentation of the Final AP**

The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **7.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **7.2 Steering Committee Meetings:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, steering committee input, and outcomes.
- **7.3 Public Outreach Meetings for the VA:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **7.4 Public Presentation of the Final VA:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **7.5 Public Outreach Meeting for the AP:** The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **7.6 Public Presentation of Final AP:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the “Public Outreach Meetings and Stakeholder Engagement” and “Peril of Flood Compliance” tasks, if included. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in

coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>DEP Amount</b>	<b>Match Amount</b>	<b>Total Amount</b>	<b>Task Start Date</b>	<b>Task Due Date</b>
1	Acquire Background Data	Contractual Services	\$65,000	\$0	\$65,000	7/1/2025	3/31/2027
2	Exposure and Sensitivity Analyses	Contractual Services	\$100,000	\$0	\$100,000	7/1/2025	6/30/2027
3	Final Vulnerability Assessment Report	Contractual Services	\$80,000	\$0	\$80,000	7/1/2025	9/30/2027
4	Draft Adaptation Needs and Strategies	Contractual Services	\$75,000	\$0	\$75,000	7/1/2025	1/30/2028
5	Community Prioritization of Adaptation Needs	Contractual Services	\$20,000	\$0	\$20,000	7/1/2025	2/29/2028
6	Final Adaptation Plan	Contractual Services	\$75,000	\$0	\$75,000	7/1/2025	3/31/2028
7	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	\$70,000	\$0	\$70,000	7/1/2025	3/31/2028
<b>Total:</b>			<b>\$485,000</b>	<b>\$0</b>	<b>\$485,000</b>		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

## Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>Original Agreement</b>	Florida Department of Environmental Protection	FY 25.26	37.098	Resilient Florida Programs	\$485,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>Total Award</b>					<b>\$485,000.00</b>	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

**General**

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov).
2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.
3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.
4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:
 

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement's Date of Expiration.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
 If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>, and raw data sources shall be defined within the associated metadata.
10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

### Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

**Grants Funded with American Rescue Plan Act (ARPA) Funds**

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**  
**DEP AGREEMENT NO. 26PLN20**

**CITY OF MADEIRA BEACH VULNERABILITY ASSESSMENT AND ADAPTATION PLAN**

**City of Madeira Beach**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

**Part I. Executive Summary**

**Part II. Methodology****Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations****Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 26PLN20

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: City of Madeira Beach

Address:

City: State: Zip:

Phone Number: ( ) Email:

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

- 1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: Date:

Photo/video/audio/artwork/recording file name(s):

Location of photo/video/audio recording/artwork:

Name of person accepting Work submission

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 26PLN20

Project Title: City of Madeira Beach Vulnerability Assessment and Adaptation Plan

Grantee: City of Madeira Beach

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

[Signature Line]

Grantee's Grant Manager Signature

[Print Name Line]

Print Name

[Date Line]

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT I  
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION  
FORM  
(PUR 1808)**

**Exhibit J**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Madeira Beach is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



April 22, 2026

Megan Wepfer  
 Public Works Director  
 City of Madeira Beach  
 505 150th Avenue  
 Madeira Beach, Florida 33708

RE: City of Madeira Beach  
 Proposal for Vulnerability Assessment Update & Adaptation Plan

Dear Ms. Wepfer:

Advanced Engineering & Design, Inc. (AED) is pleased to provide this proposal for a Vulnerability Assessment (VA) Update and an Adaptation Plan (AP).

Located on a barrier island off the coast of Pinellas County, the City of Madeira Beach (City) is aware of its exposure to storm surge, sea level rise, and other environmental threats inherent to its geography. As a narrow strip of land bordered by the Gulf of America to the west and Boca Ciega Bay to the east, the entire City is within close proximity to the coast. Its residential neighborhoods, commercial corridors, and recreational amenities are all situated in an environment that is challenged by water.

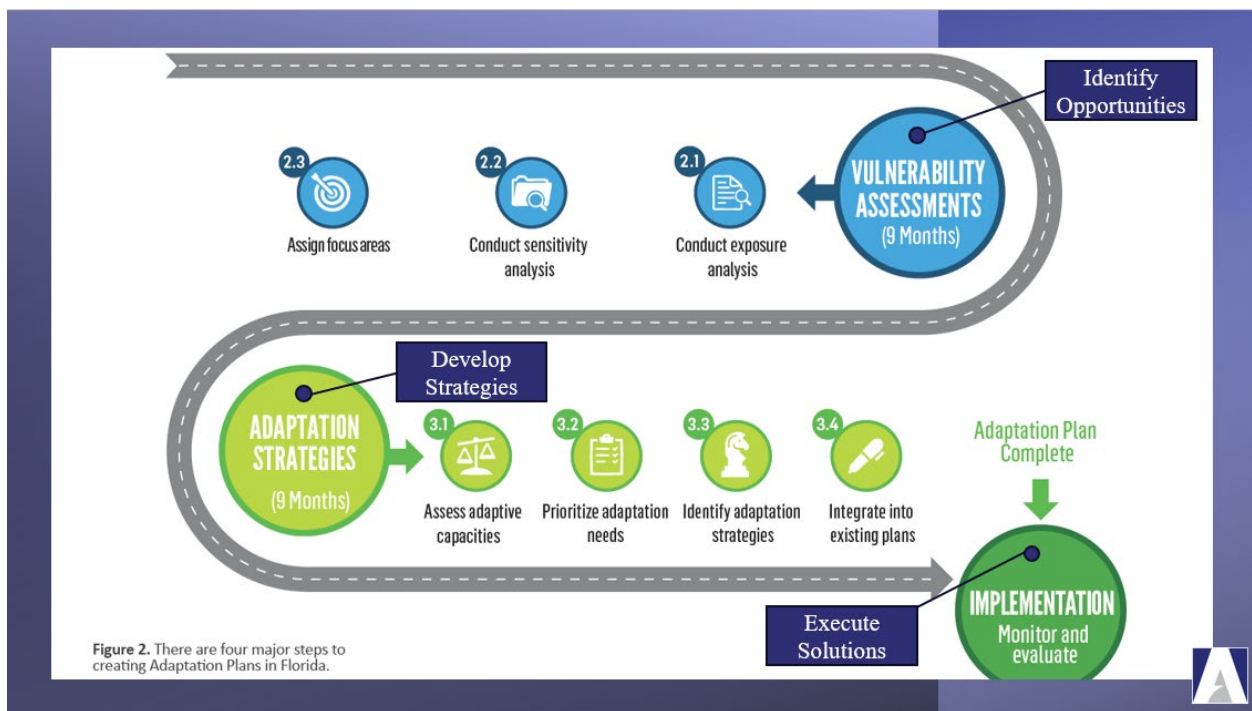
While the broader risks facing barrier island communities are well-documented, the City recognizes that local conditions demand a more precise understanding of vulnerability. Specifically, the City seeks clarity on which facilities and infrastructure are the first to experience impacts during storm or flood events, and which areas warrant designation as priority zones for future planning and investment. This assessment will also serve as a public-facing engagement tool to facilitate meaningful dialogue with residents, business owners, and visitors about the risks the community faces and the steps being taken to address them.

The City currently has a VA completed as part of a broader Pinellas County effort; however, the regional scope of that initiative limited the depth of City-specific analysis. Since that work was initiated, FDEP has also updated its data standards including revised planning horizons and sea level rise scenarios. This effort will build upon that foundation by evaluating additional assets (e.g., seawalls) and focus areas, incorporating meaningful input from City Staff, City Leaders, and residents, and aligning the City's VA with current FDEP data standards and AED's FDEP-approved SEA Score



methodology. In doing so, it will also position the City for its next resiliency journey milestone: the AP.

Following the VA Update, AED will develop the City's AP. Community resiliency can be envisioned as a progression through three major milestones, as illustrated in the figure below. Beginning with the VA, advancing to the development of adaptation strategies through the AP, and culminating in the implementation of those strategies. The VA establishes the analytical foundation. It identifies where a community's vulnerabilities, challenges, and opportunities lie. The AP then translates that foundation into actionable strategies for addressing the identified vulnerabilities, challenges, and opportunities. Implementation, the final milestone, is where those strategies are put into practice. This effort will fully address the first two milestones and lay the groundwork for the third milestone.



The scope of work presented below is intended to meet the statutory requirements set forth by the State of Florida for both VAs and APs. As such, the following services are offered:

### 1.00 Acquire Background Data

Data related to critical or regionally important assets, as well as topographic and flood scenario information, will be collected.

**The CONSULTANT shall:**

- 1.01 Acquire pertinent data to administer the assessment. This will include, but not be limited to, the following: critical and non-critical asset information, topographic data, flood scenario data, and other pertinent datasets.
- 1.02 Develop a geodatabase of all assets to be included in the VA.
- 1.03 Perform a gap analysis.
- 1.04 Prepare a technical memorandum documenting this effort.
- 1.05 Submit all deliverables associated with Task 1.00 to the FDEP and respond to comments.

**2.00 Exposure and Sensitivity Analyses**

Exposure and sensitivity analyses will be performed in accordance with the requirements of the Resilient Florida Program. The exposure analysis will identify the depth of water associated with each applicable sea level rise, storm surge, and extreme rainfall scenarios included in the study. The sensitivity analysis will measure the potential impact of flooding on critical assets by applying the results of the exposure analysis to the critical asset inventory developed in Task 1.00. The sensitivity analysis will include an evaluation of flood severity impacts on each asset across all applicable flood scenarios and will assign a corresponding risk level (based on SEA Score) to each asset.

**The CONSULTANT shall:**

- 2.01 Perform an exposure analysis based on the specified flood scenarios.
- 2.02 Develop a geodatabase of all flood scenario floodplains to be included in the VA.
- 2.03 Perform a sensitivity analysis.
- 2.04 Prepare a draft VA report.
- 2.05 Submit all deliverables associated with Task 2.00 to the FDEP and respond to comments.

**3.00 Final Vulnerability Assessment Report**

Preparation and finalization of the VA report in accordance with the requirements of Section 380.093, F.S. The final VA report shall be a comprehensive document that consolidates all analytical work performed under this scope including the asset inventory, exposure analysis results, sensitivity analysis results, and risk level metrics (SEA Score).

**The CONSULTANT shall:**

- 3.01 Prepare a final VA report.
- 3.02 Prepare the VA Compliance Checklist Certification.
- 3.03 Submit all deliverables associated with Task 3.00 to the FDEP and respond to comments.

**4.00 Draft Adaptation Needs and Strategies**

Adaptation needs exemplified in the VA (Task 3.00) will inform the development of targeted adaptation strategies, supported by figures illustrating impacted assets and/or focus areas. A draft AP will be prepared in accordance with the Florida Adaptation Planning Guidebook.

**The CONSULTANT shall:**

- 4.01 Develop adaptation strategies based on the findings of the VA.
- 4.02 Prepare a draft AP.
- 4.03 Submit all deliverables associated with Task 4.00 to the FDEP and respond to comments.

**5.00 Community Prioritization of Adaptation Needs**

A public meeting will be held to present the draft AP and to solicit community input on adaptation needs and strategies. The meeting's content will include a review of the assessed adaptive capacities, identified adaptation needs, and proposed adaptation strategies developed as part of the draft AP. The meeting will provide attendees with an opportunity to offer community-specific feedback on the draft AP content and to participate in a structured prioritization exercise for identified adaptation needs.

**The CONSULTANT shall:**

- 5.01 Plan, coordinate, and facilitate a public meeting in cooperation with the City.
- 5.02 Prepare all materials necessary to support the meeting, including but not limited to social media notifications, meeting invitations, presentation materials, graphics, and any supplemental handouts or displays.
- 5.03 Draft a summary report or meeting minutes that includes stakeholder input and meeting outcomes.
- 5.04 Submit all deliverables associated with Task 5.00 to the FDEP and respond to comments.

**6.00 Final Adaptation Plan**

A final AP incorporating all components of the draft AP, including any corrections or revisions identified during the review and public meeting process will be provided. The final AP will be consistent with the requirements of the Florida Adaptation Planning Guidebook. The final AP will

also include a prioritized project list for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

**The CONSULTANT shall:**

- 6.01 Provide a list of prioritized projects for each of the four (4) asset classes.
- 6.02 Prepare the final AP.
- 6.03 Submit all deliverables associated with Task 6.00 to the FDEP and respond to comments.

## **7.00 Public Outreach Meetings and Stakeholder Engagement**

A series of public meetings and stakeholder engagement events are incorporated into this effort including the following: one (1) kick-off meeting, a minimum of two (2) steering committee meetings, two (2) public outreach meetings associated with VA, one (1) public presentation of the final VA, one (1) public outreach meeting associated with the AP, and one (1) public presentation of the final AP.

**The CONSULTANT shall:**

- 7.01 Assist the City in assembling the steering committee.
- 7.02 Prepare all pre-and-post materials (agendas, minutes, summaries, etc.) associated with each meeting outlined in the Grant Work Plan.
- 7.03 Attend / facilitate each meeting / stakeholder engagement.
- 7.04 Submit all deliverables associated with Task 7.00 to the FDEP and respond to comments.

**Assumptions:**

- The VA update will consist of twenty-one (21) or fewer flood scenarios.
- Topographic survey, if needed, shall be performed under a separate scope of services.

**Performance Schedule**

The following schedule is proposed upon issuance of a Notice to Proceed:

Acquire Background Data	12 Weeks
Exposure & Sensitivity Analyses	32 Weeks
Final VA Report	40 Weeks
Draft Adaptation Needs & Strategies	56 Weeks
Community Prioritization of Adaptation Needs	64 Weeks
Final AP	72 Weeks
Public Outreach Meetings & Stakeholder Engagement	80 Weeks

**Compensation to the Consultant**

For the Scope of Services described in this work assignment Advanced Engineering & Design, Inc. shall be compensated a Lump Sum of \$484,481.43 in accordance with the terms of the Continuing Contract for Professional Services.

We look forward to working with you on this project and assure you that we will provide our best effort to make it a successful one. Please feel free to give me a call if you have any questions.

Sincerely,



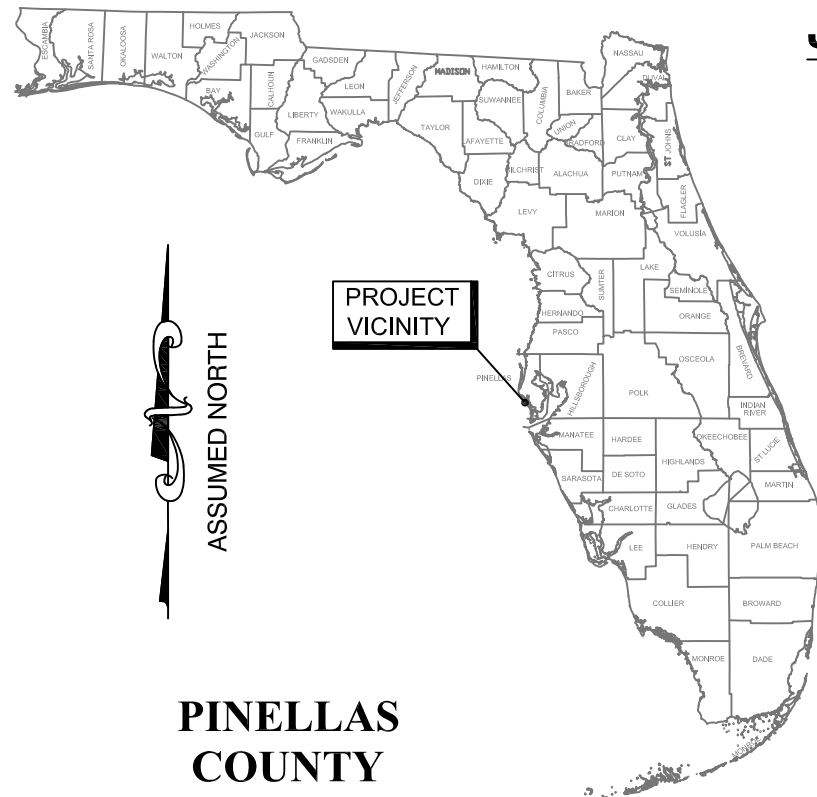
Cody J. Stewart, M.S., ENV SP, WEDG, GGEP  
Director of Resilience & Sustainability  
Advanced Engineering & Design, Inc.

CC: Justin Keller, P.E., CFM, ENV SP

Attachment(s): PLB

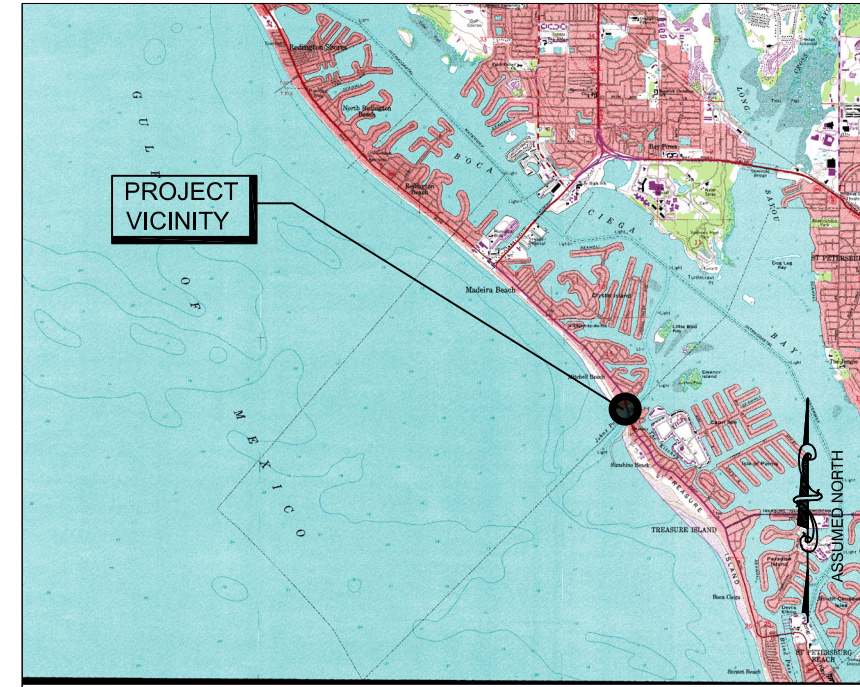
City of Madeira Beach								
VA Update & AP								
26.MB-18								
Proposed Labor Breakdown								
Task No.	Description	Officer in Charge	Project Manager	Sr. Project Engineer	Project Engineer	Admin. / Clerical	Hours	Total
		\$ 239.42	\$ 191.70	\$ 183.98	\$ 161.49	\$ 72.31		
<b>1.00</b>	<b>Acquire Background Data</b>							
1.01	Acquire pertinent data to administer the assessment. This will include, but not be limited to, the following: critical and non-critical asset information, topographic data, flood scenario data, and other pertinent datasets.	4	8	16	32	4	64	\$ 10,891.79
1.02	Develop a geodatabase of all assets to be included in the VA.	2	4	24	44	3	77	\$ 12,983.57
1.03	Perform a gap analysis.	2	3	24	48	4	81	\$ 13,510.13
1.04	Prepare a technical memorandum documenting this effort.	2	3	40	64	7	116	\$ 19,254.57
1.05	Submit all deliverables associated with Task 1.00 to the FDEP and respond to comments.	2	8	12	24	3	49	\$ 8,312.81
							<b>Task 1 Subtotal</b>	<b>\$ 64,952.87</b>
<b>2.00</b>	<b>Exposure and Sensitivity Analyses</b>							
2.01	Perform an exposure analysis based on the specified flood scenarios.	8	12	40	50	4	114	\$ 19,938.60
2.02	Develop a geodatabase of all flood scenario floodplains to be included in the VA.	2	6	24	60	4	96	\$ 16,023.06
2.03	Perform a sensitivity analysis.	8	16	32	48	4	108	\$ 18,910.55
2.04	Prepare a draft VA report.	14	30	62	100	24	230	\$ 38,393.78
2.05	Submit all deliverables associated with Task 2.00 to the FDEP and respond to comments.	2	6	8	20	4	40	\$ 6,619.85
							<b>Task 2 Subtotal</b>	<b>\$ 99,885.84</b>
<b>3.00</b>	<b>Final Vulnerability Assessment Report</b>							
3.01	Prepare a final VA report.	14	32	80	100	20	246	\$ 41,799.63
3.02	Finalize all GIS files.	4	15	48	83	8	158	\$ 26,646.19
3.03	Prepare the VA Compliance Checklist Certification and ensure compliance.	2	6	12		5	25	\$ 4,198.35
3.04	Submit all deliverables associated with Task 3.00 to the FDEP and respond to comments.	2	6	12	20	4	44	\$ 7,355.78
							<b>Task 3 Subtotal</b>	<b>\$ 79,999.94</b>
<b>4.00</b>	<b>Draft Adaptation Needs and Strategies</b>							
4.01	Develop adaptation strategies based on the findings of the VA.	8	20	40		5	73	\$ 13,470.12
4.02	Prepare a draft AP.	16	48	90	120	26	300	\$ 50,849.02
4.03	Submit all deliverables associated with Task 4.00 to the FDEP and respond to comments.	4	12	16	24	8	64	\$ 10,655.90
							<b>Task 4 Subtotal</b>	<b>\$ 74,975.04</b>
<b>5.00</b>	<b>Community Prioritization of Adaptation Needs</b>							
5.01	Plan, coordinate, and facilitate a public meeting in cooperation with the City.	4	8			4	16	\$ 2,780.47
5.02	Prepare all materials necessary to support the meeting, including but not limited to social media notifications, meeting invitations, presentation materials, graphics, and any supplemental handouts or displays.	4	20	25		8	57	\$ 9,969.62
5.03	Draft a summary report or meeting minutes that includes stakeholder input and meeting outcomes.	2	8	12		4	26	\$ 4,509.43
5.04	Submit all deliverables associated with Task 5.00 to the FDEP and respond to comments.	2	4	6		4	16	\$ 2,638.75
							<b>Task 5 Subtotal</b>	<b>\$ 19,898.27</b>
<b>6.00</b>	<b>Final Adaptation Plan</b>							
6.01	Provide a list of prioritized projects for each of the four (4) asset classes.	8	12	24		8	52	\$ 9,209.75
6.02	Prepare the final AP.	24	60	97	125	16	322	\$ 56,436.95
6.03	Submit all deliverables associated with Task 6.00 to the FDEP and respond to comments.	4	10	12	20	12	58	\$ 9,179.86
							<b>Task 6 Subtotal</b>	<b>\$ 74,826.57</b>
<b>7.00</b>	<b>Public Outreach Meetings and Stakeholder Engagement</b>							
7.01	Assist the City in assembling the steering committee.	4	4			2	10	\$ 1,869.07
7.02	Prepare all pre-and-post materials (agendas, minutes, presentation, summaries, etc.) associated with each meeting.	8	40	63	80	24	215	\$ 35,828.46
7.03	Attend / facilitate each meeting / stakeholder engagement.	12	50	50		12	124	\$ 22,524.65
7.04	Submit all deliverables associated with Task 7.00 to the FDEP and respond to comments.	4	12	16	20	4	56	\$ 9,720.72
							<b>Task 7 Subtotal</b>	<b>\$ 69,942.90</b>
	<b>Summary</b>							
							<b>AED Services Subtotal</b>	<b>\$ 484,481.43</b>
							<b>Reimbursables Subtotal</b>	<b>\$ -</b>
							<b>Total</b>	<b>\$ 484,481.43</b>

**STATE OF FLORIDA**



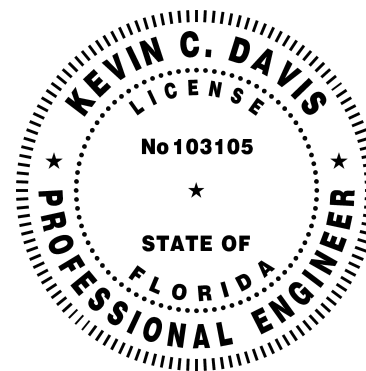
**PINELLAS COUNTY**

**CITY OF MADEIRA BEACH  
JOHNS PASS DREDGING PROJECT  
INTERIM 3 SUMMARY**



**USGS QUAD MAP**  
SCALE: N.T.S.

DRAWING INDEX	
SHEET. NO.	SHEET TITLE
01	COVER SHEET & DRAWING INDEX
02	EXISTING CONDITIONS WITH PERMITTING DREDGE TEMPLATE
03	REPRESENTATION OF SEDIMENT REMOVAL/ACCUMULATION
04 - 06	CROSS SECTIONS



**Kevin Davis**  
Digitally signed by Kevin Davis  
Date: 2026.04.09 15:36:01 -04'00'

THIS ITEM HAS BEEN DIGITALLY SIGN AND SEALED BY KEVIN DAVIS, PE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGN AND SEALED.

**NOTES:**

1. SURVEY DATA SHOWN HEREON WAS COLLECTED IN THE FIELD AND REPRESENTS CONDITIONS AT THE TIME OF SURVEY.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH OF THE NORTH AMERICAN DATUM OF 1983 FLORIDA WEST ZONE.
3. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-88) - US SURVEY FT.
4. MEAN LOW WATER AND MEAN HIGH WATER ELEVATIONS WERE DETERMINED FROM STATION 8726533, JOHNS PASS FL. ALL DATA VALUES ARE RELATIVE TO THE NAVD-88.
5. VERTICAL CONTROL ELEVATIONS HEREIN ARE BASED ON PID #AG0118; DESIGNATION 210FLHD; ELEVATION = +20.84 FT NAVD-88. NORTHING 1263086.61 / EASTING 398953.314
6. ALL VALUES WERE CALCULATED FROM SURFACE TO SURFACE METHODOLOGY USING CIVIL3D.



**LOCATION MAP**  
SCALE: N.T.S.



**BAYSIDE DREDGING LLC**  
12924 49TH ST. N.  
CLEARWATER, FL 33762  
PHONE 727.436.5044 FAX 727.436.5003  
www.baysidedredging.com

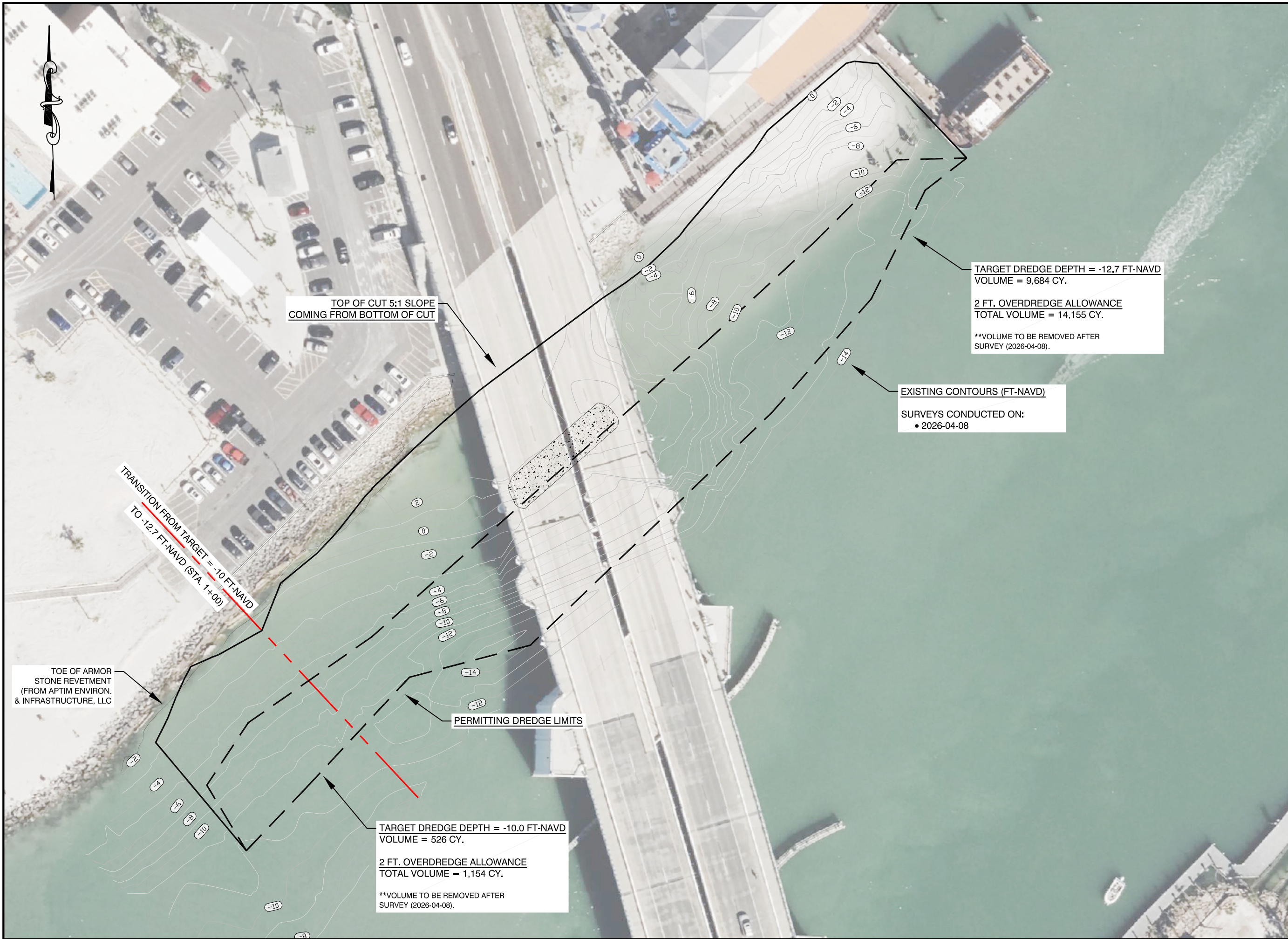
Item 9B.

JOHNS PASS DREDGING PROJECT  
MADEIRA BEACH, FL  
**COVER SHEET / DRAWING INDEX**

DATE : 4/9/2026  
DRAWN BY: kdavis  
CHECKED BY: bsapp  
JOB NO.: #####

Exhibit No.  
**SHEET 01**

SCALE: N/A



TOP OF CUT 5:1 SLOPE  
COMING FROM BOTTOM OF CUT

TARGET DREDGE DEPTH = -12.7 FT-NAVD  
VOLUME = 9,684 CY.

2 FT. OVERDREDGE ALLOWANCE  
TOTAL VOLUME = 14,155 CY.

\*\*VOLUME TO BE REMOVED AFTER  
SURVEY (2026-04-08).

EXISTING CONTOURS (FT-NAVD)

SURVEYS CONDUCTED ON:  
• 2026-04-08

TRANSITION FROM TARGET = -10 FT-NAVD  
TO -12.7 FT-NAVD (STA. 1+00)

TOE OF ARMOR  
STONE REVETMENT  
(FROM APTIM ENVIRON.  
& INFRASTRUCTURE, LLC)

PERMITTING DREDGE LIMITS

TARGET DREDGE DEPTH = -10.0 FT-NAVD  
VOLUME = 526 CY.

2 FT. OVERDREDGE ALLOWANCE  
TOTAL VOLUME = 1,154 CY.

\*\*VOLUME TO BE REMOVED AFTER  
SURVEY (2026-04-08).



Item 9B.  
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JOHNS PASS DREDGING PROJECT  
MADEIRA BEACH, FL

**EXISTING CONDITIONS  
WITH PERMITTED DREDGE TEMPLATE**

DATE :  
4/9/2026

DRAWN BY:  
kdavis

CHECKED BY:  
bsapp

JOB NO.:  
#####

Exhibit No.

**SHEET 02**

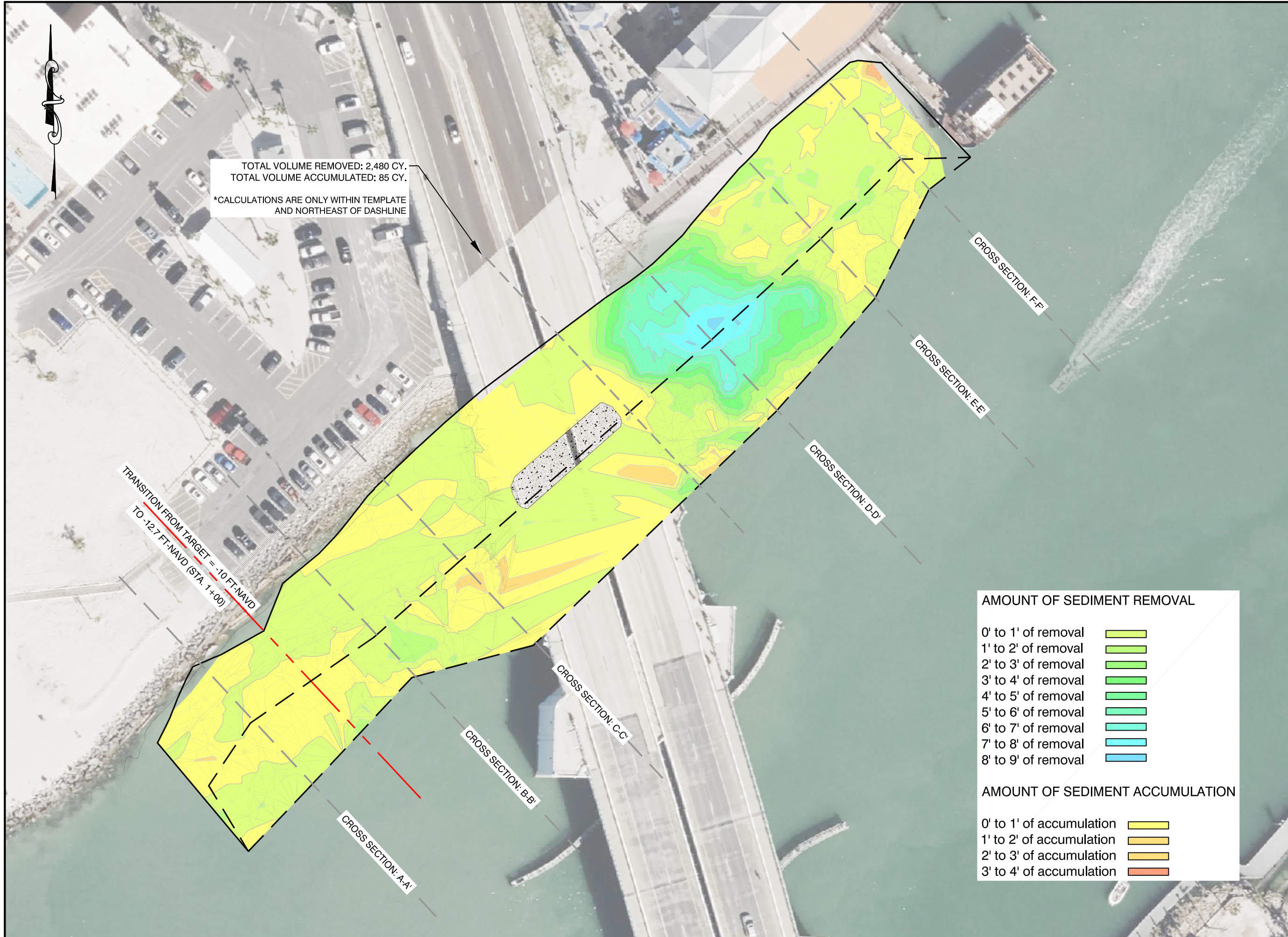
SCALE: 1" = 60'

BD\_INTERIM\_260408.DWG



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JOHNS PASS DREDGING PROJECT  
MADEIRA BEACH, FL  
**PLAN VIEW REPRESENTATION  
OF SEDIMENT REMOVAL / ACCUMULATION**  
(2026/03/23)  
COMPARED TO  
(2026/04/08)



TOTAL VOLUME REMOVED: 2,480 CY.  
TOTAL VOLUME ACCUMULATED: 85 CY.  
\*CALCULATIONS ARE ONLY WITHIN TEMPLATE  
AND NORTHEAST OF DASHLINE

TRANSITION FROM TARGET = -10 FT-NAVD  
TO -12.7 FT-NAVD (STA. 1+00)

AMOUNT OF SEDIMENT REMOVAL	
0' to 1' of removal	
1' to 2' of removal	
2' to 3' of removal	
3' to 4' of removal	
4' to 5' of removal	
5' to 6' of removal	
6' to 7' of removal	
7' to 8' of removal	
8' to 9' of removal	

AMOUNT OF SEDIMENT ACCUMULATION	
0' to 1' of accumulation	
1' to 2' of accumulation	
2' to 3' of accumulation	
3' to 4' of accumulation	

DATE : 4/9/2026  
DRAWN BY: kdavis  
CHECKED BY: bsapp  
JOB NO.: #####

Exhibit No. **SHEET 03**

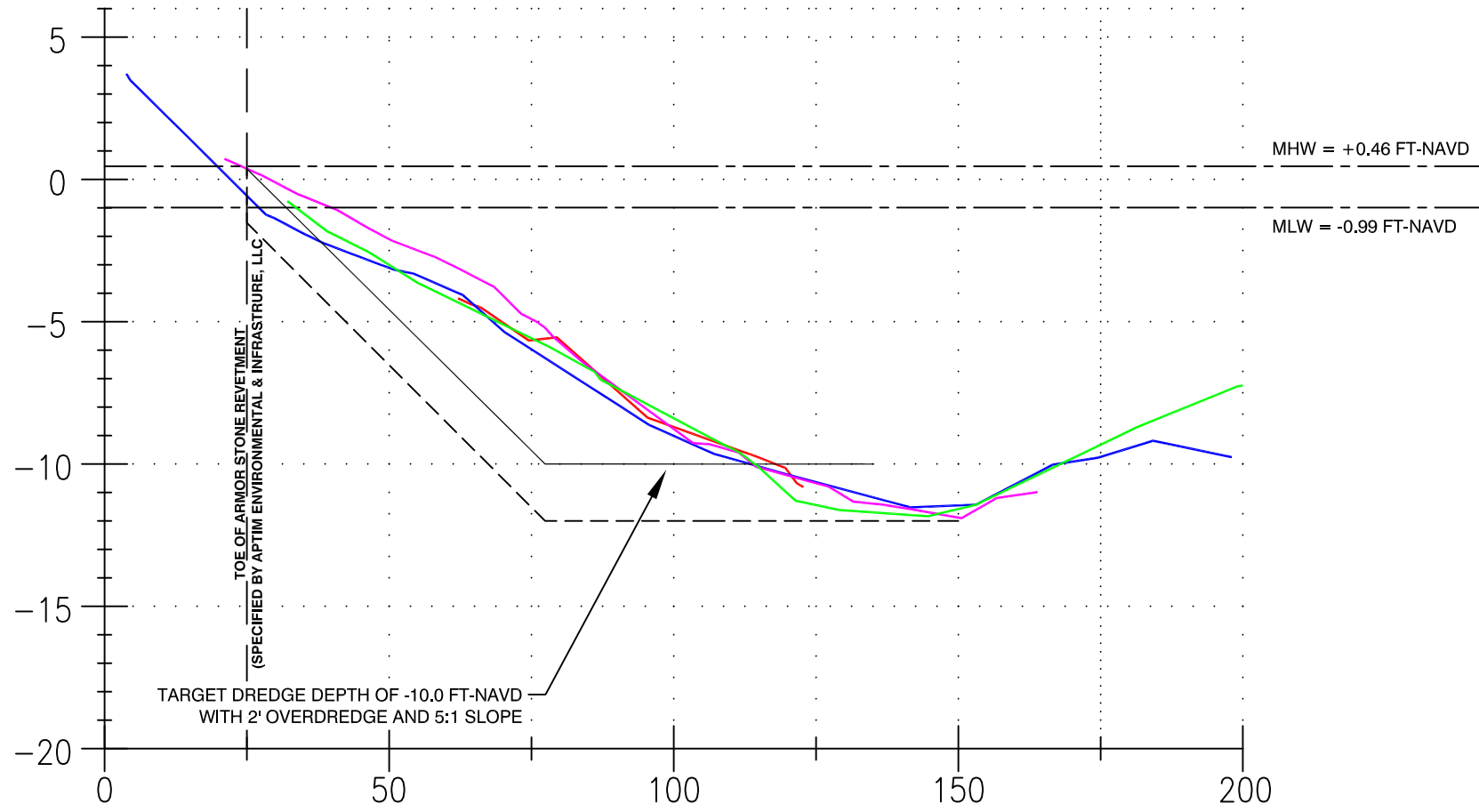
SCALE: 1" = 60'

LEGEND:

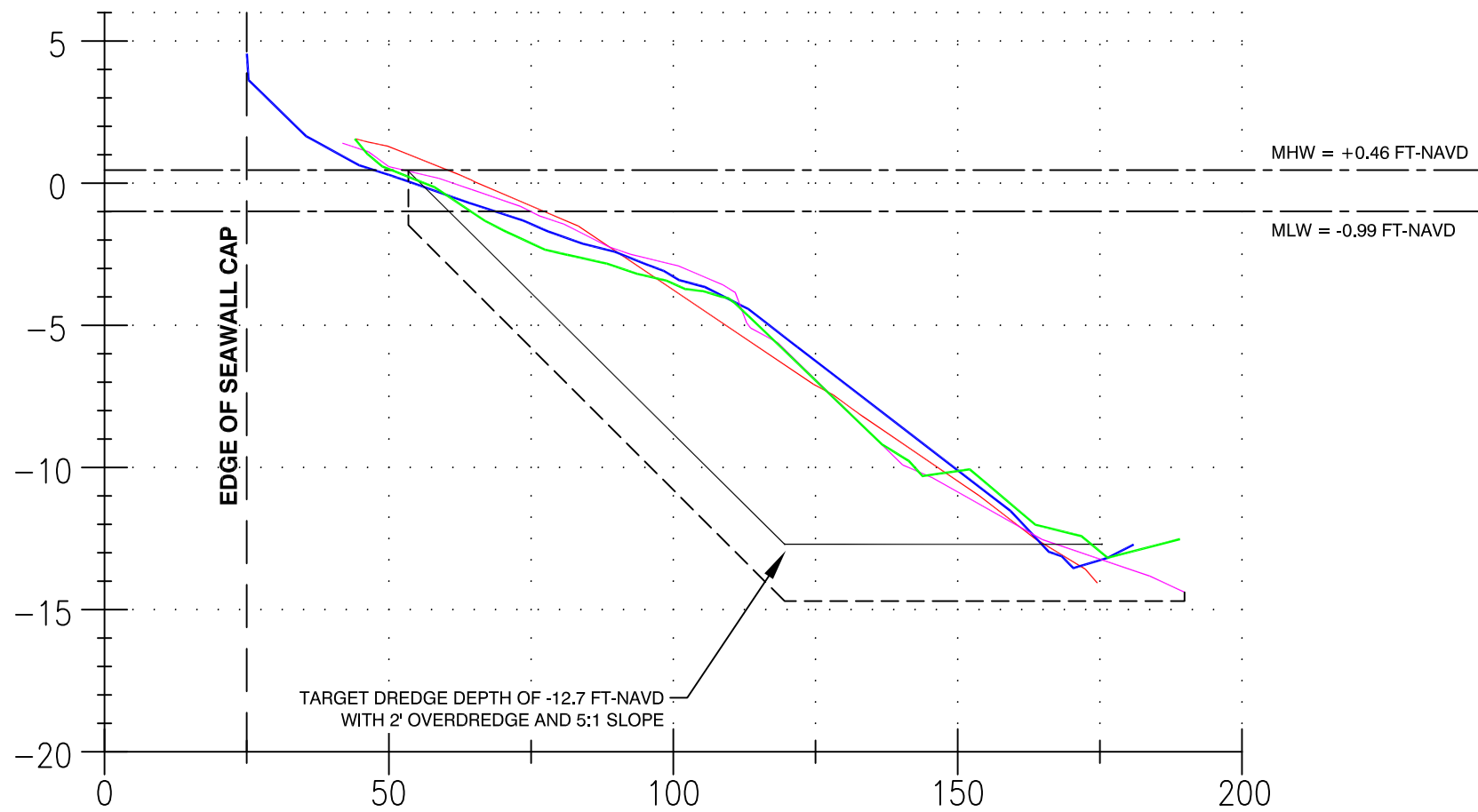
EXISTING DEPTHS AT DATE:

2026/02/04	
2026/02/11	
2026/03/05	
2026/03/11	
2026/03/23	
2026/04/08	

SECTION CUT A-A'



SECTION CUT B-B'



Item 9B.  
 BAYSIDE DREDGING LLC  
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 CLEARWATER, FL 33762  
 PHONE 727.436.5044 FAX 727.436.5003  
 www.baysidedredging.com

JOHNS PASS DREDGING PROJECT  
 MADEIRA BEACH, FL

CROSS SECTIONS

DATE :	4/9/2026
DRAWN BY:	kdavis
CHECKED BY:	bsapp
JOB NO.:	#####

Exhibit No.  
**SHEET 04**

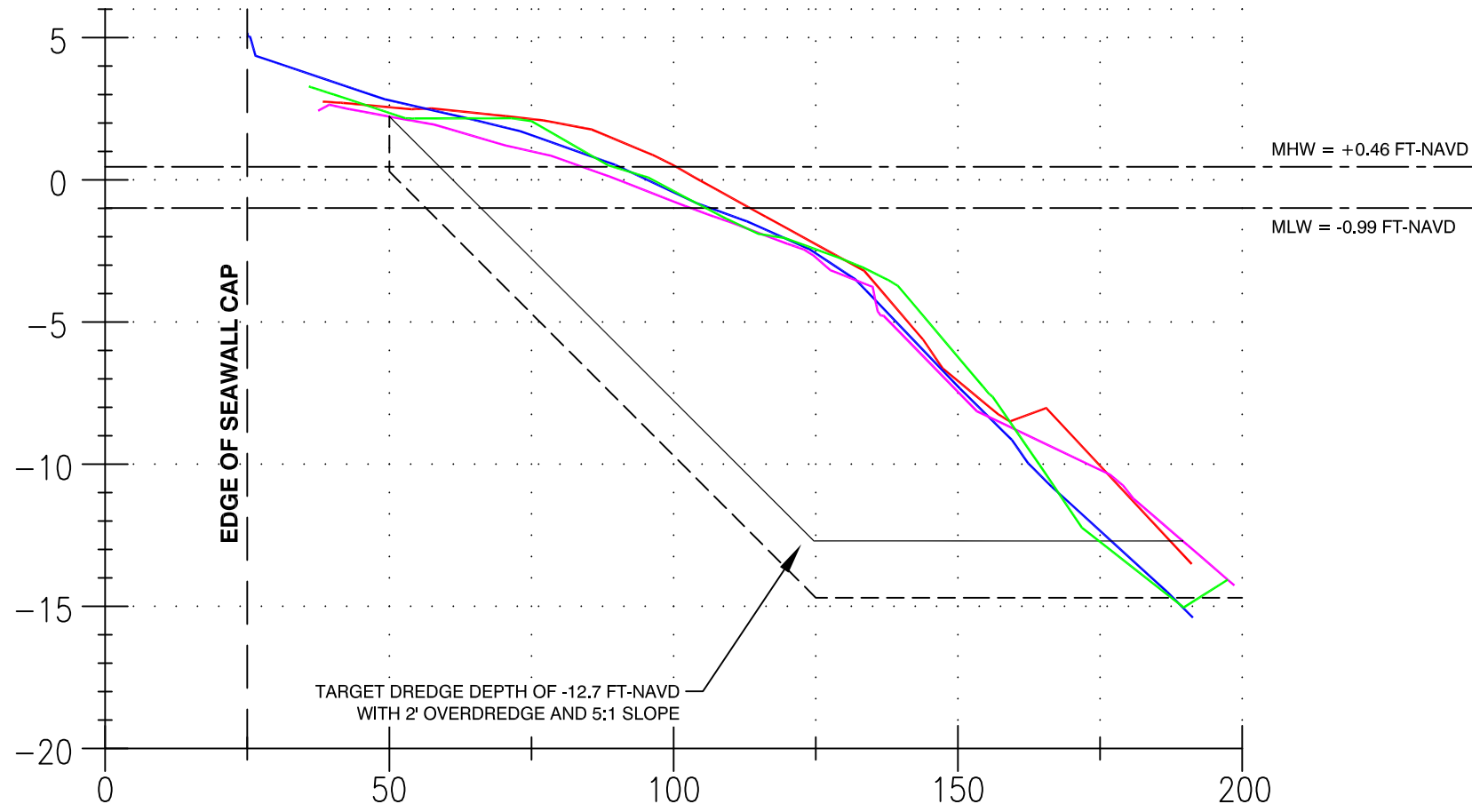
VERT. SCALE: 1" = 6'  
 HORIZ. SCALE: 1" = 3'

LEGEND:

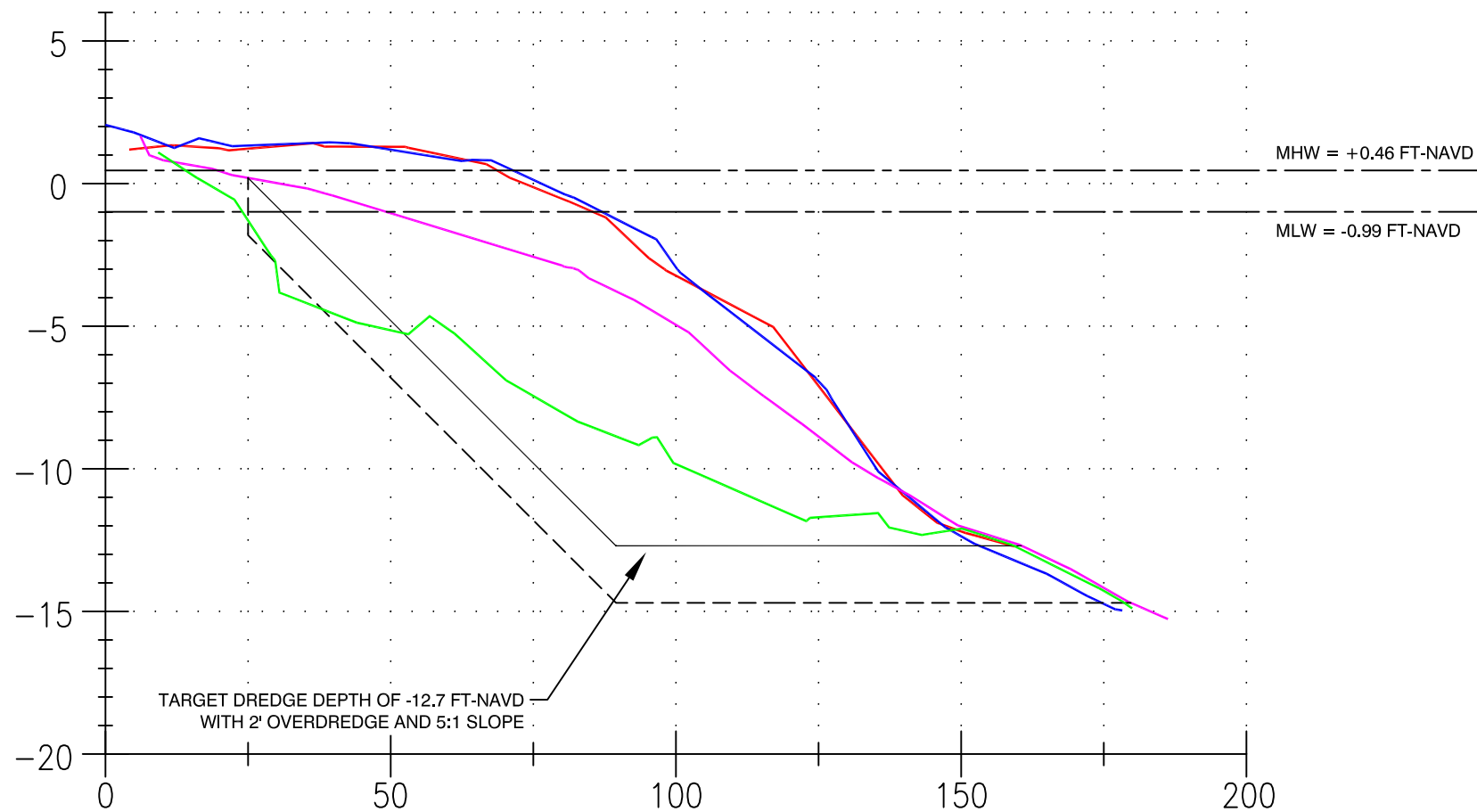
EXISTING DEPTHS AT DATE:

2026/02/04	
2026/02/11	
2026/03/05	
2026/03/11	
2026/03/23	
2026/04/08	

SECTION CUT C-C'



SECTION CUT D-D'



Item 9B.

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JOHNS PASS DREDGING PROJECT  
 MADEIRA BEACH, FL

CROSS SECTIONS

DATE :	4/9/2026
DRAWN BY:	kdavis
CHECKED BY:	bsapp
JOB NO.:	#####

Exhibit No.  
**SHEET 05**

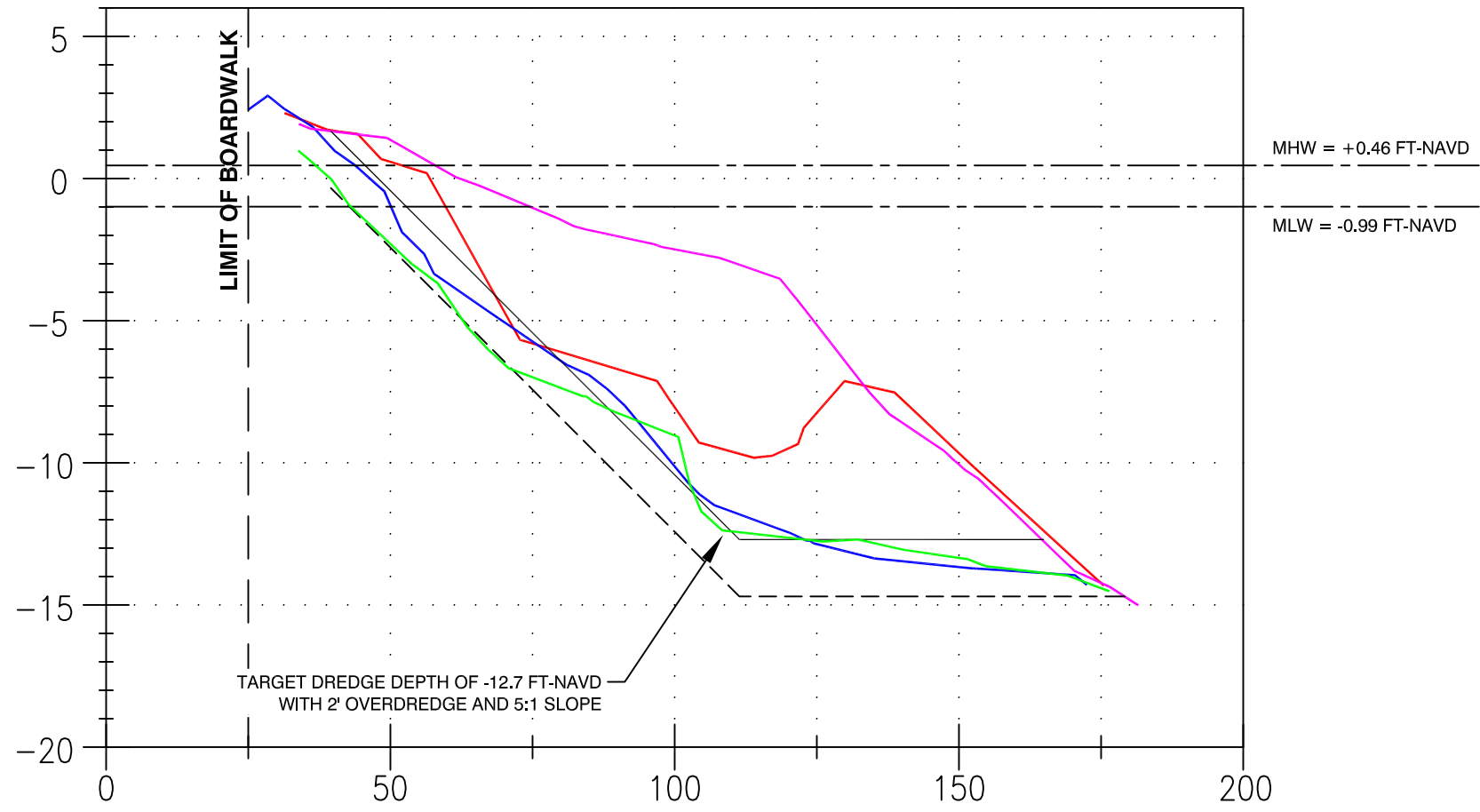
VERT. SCALE: 1" = 6'  
 HORIZ. SCALE: 1" = 3'

LEGEND:

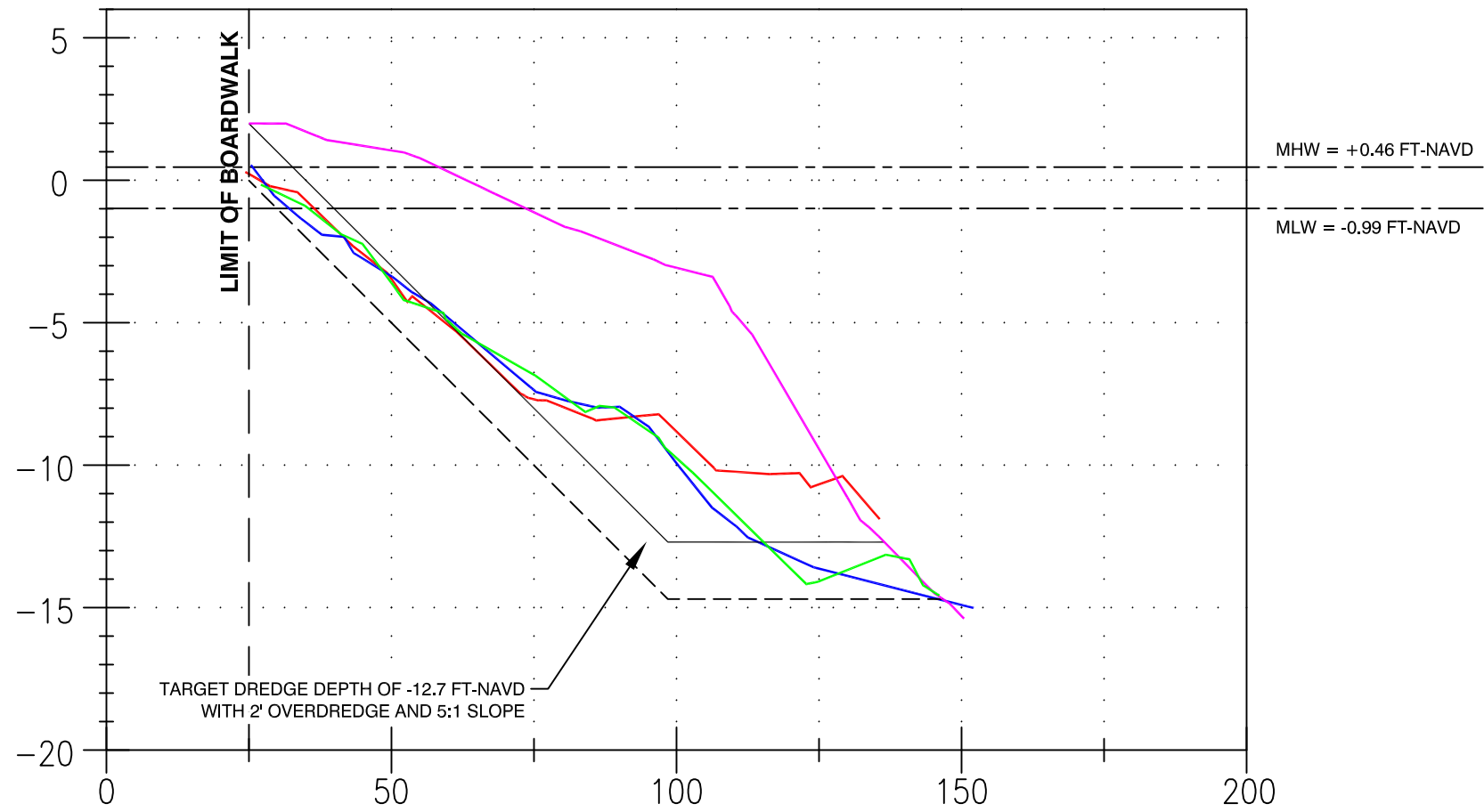
EXISTING DEPTHS AT DATE:

2026/02/04	
2026/02/11	
2026/03/05	
2026/03/11	
2026/03/23	
2026/04/08	

SECTION CUT E-E



SECTION CUT F-F



Item 9B.  
 BAYSIDE DREDGING LLC  
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 www.baysidedredging.com

JOHNS PASS DREDGING PROJECT  
 MADEIRA BEACH, FL

CROSS SECTIONS

DATE :	4/9/2026
DRAWN BY:	kdavis
CHECKED BY:	bsapp
JOB NO.:	#####

Exhibit No.  
**SHEET 06**

VERT. SCALE: 1" = 6'  
 HORIZ. SCALE: 1" = 3'



# Memorandum

**Meeting Details:** April 29, 2026

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Acceptance discussion for FDEP L0253- Stormwater Resiliency Project

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## Background

Staff has received a grant agreement from the Florida Department of Environmental Protection (FDEP), Agreement No. L0253, for the project titled *Madeira Beach: Stormwater Resiliency – Tidal Flow Prevention Valves*. The project is intended to improve stormwater infrastructure and mitigate tidal flooding impacts through the installation of tidal flow prevention valves, as further detailed in the Grant Work Plan.

## **FDEP GRANT KEY TERMS AND CONDITIONS:**

- **Funding Structure:**
  - The grant is administered as a **cost reimbursement agreement**, meaning the City must incur eligible costs and submit documentation for reimbursement.
  - **No local match is required** under this agreement.
  - **Advance payments are not authorized.**
- **Eligible Costs:**
  - Reimbursement is limited primarily to **contractual/subaward costs** (i.e., contractor services).
  - Equipment purchases and land acquisition are **not eligible** under this grant.
- **Project Duration:**
  - The reimbursement period aligns with the agreement term, with provisions allowing for **extensions if necessary**.
- **Payment & Deliverables:**
  - Payments are contingent upon completion and FDEP acceptance of deliverables outlined in the Grant Work Plan.
  - Invoices must include sufficient documentation for audit and compliance review.

- Failure to meet deliverable timelines may result in financial penalties, including invoice reductions.
- **Reporting Requirements:**
  - The City is required to submit quarterly progress reports detailing work completed, upcoming tasks, and any issues encountered.
- **Compliance & Oversight:**
  - The City must comply with all applicable state and federal laws, procurement requirements, and audit standards.
  - FDEP retains the right to inspect work, review records, and audit project expenditures.
  - Records must be maintained for audit purposes for a minimum of five (5) years after project completion.
- **Insurance Requirements:**
  - The City must maintain required insurance coverage, including **commercial general liability**, and name FDEP as an additional insured where applicable.
- **Termination & Performance:**
  - The agreement may be terminated for convenience or cause with appropriate notice.
  - Non-performance may result in withholding funds, corrective action requirements, or termination.

#### **NEXT STEPS:**

Upon acceptance and execution of Grant Agreement No. L0253, staff will proceed with advertising the project for competitive bidding in accordance with applicable procurement requirements. Once bids are received and evaluated, staff will return to the Board with a recommendation for award of construction contract and final project approval.

#### **Fiscal Impact**

FDEP grant is \$100,000 and is a fifty percent match. No fiscal impact until project is awarded to contractor.

#### **Recommendation(s)**

Staff recommend that the Board of Commissioners approve and accept FDEP Grant Agreement No. L0253 and authorize the appropriate officials to execute all necessary documents.

#### **Attachments**

- FDEO Grant Agreement No. L0253

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

Item 9C.

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Madeira Beach: Stormwater Resiliency - Tidal Flow Prevention Valves** Agreement Number: **L0253**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **The City of Madeira Beach** Entity Type: **Local**

Grantee Address: **300 Municipal Drive, Madeira Beach, FL 33708** FEID: **59-6000366**

(Grantee)

3. Agreement Begin Date: **July 01, 2025** Date of Expiration: **December 31, 2028**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (27.7980, -82.7972)**

Project Description: **The Grantee will install approximately 8 tidal flow prevention outlet valves on low lying areas within the City of Madeira Beach.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
<b>100000</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>LP, GAA LI 1555, FY 25-26, WPSPTF</b>	<b>\$ 100000</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			<b>\$ 100000</b>

<p>6. Department's Grant Manager Name: <b>Patricia Gedeo</b> <span style="display: block; text-align: right; font-size: small;">or successor</span> Address: <b>Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000</b> Phone: <b>850-245-2938</b> Email: <b>Patricia.Gedeo@FloridaDEP.gov</b></p>	<p>Grantee's Grant Manager Name: <b>Megan Wepfer</b> <span style="display: block; text-align: right; font-size: small;">or successor</span> Address: <b>City of Madeira Beach 300 Municipal Drive Madeira Beach, FL 33708</b> Phone: <b>727-543-8154</b> Email: <b>mweper@madeirabeachfl.gov</b></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**The City of Madeira Beach**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

**Clint Belk, Acting City Manager**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

**Angela Knecht, Director, Division of Water Restoration Assistance**

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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Patricia Gedeo, DEP Grant Manager

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David M. Taylor, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement;
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
  - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

**Attachment 1**

1 of 14

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

### **Attachment 1**

2 of 14

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## 8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## 12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

## 13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### 14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### 15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### 16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### 17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
  - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
  - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## 26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## 27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## 28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## 29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

### **31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

### **32. Subcontracting/Subawards.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

## **Attachment 1**

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **37. Grantee's Employees, Subcontractors/Subrecipients and Agents.**

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

## **Attachment 1**

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the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. L0253

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Madeira Beach: Stormwater Resiliency – Tidal Flow Prevention Valves. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

## 10. Retainage.

No retainage is required under this Agreement.

## 11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

## 12. State-owned Land.

The work will not be performed on State-owned land.

## 13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov).

## 14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common

carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

### ATTACHMENT 3 GRANT WORK PLAN

**PROJECT TITLE:** Madeira Beach: Stormwater Resiliency – Tidal Flow Prevention Valves

**PROJECT LOCATION:** The Project will be located in the City of Madeira Beach within Pinellas County; Lat/Long (27.7980, -82.7972).

**PROJECT BACKGROUND:** The City of Madeira Beach (Grantee) is a barrier island with low lying areas and street elevations that are heavily impacted by tidal flooding. This project will install stormwater check valves in the lowest lying areas to reduce tidal flooding.

**PROJECT DESCRIPTION:** The Grantee will install approximately 8 tidal flow prevention outlet valves to alleviate tidal flooding around the city.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

#### **Task 1: Infrastructure Installation**

**Deliverables:** The Grantee will install approximately 8 tidal flow prevention outlet valves. Project management activities, including field engineering services, observation and inspections, site meetings with contractor(s) and design professionals, and overall project coordination and supervision, are eligible under this task.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Infrastructure Installation	Contractual Services	\$100,000	07/01/2025	06/30/2028
Total:			\$100,000		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

## Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$100,000	149950
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$100,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



# Memorandum

**Meeting Details:** April 29, 2026

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Purchase of 2 Easy Dump Dumpers from Par-Kan

## Background

Staff is requesting approval to procure two (2) 6-yard Par-Kan Easy Dump refuse dumpers to support ongoing operations, maintain service levels, and provide reliable backup capability for essential sanitation services.

The City of Madeira Beach has utilized two trucks equipped with Par-Kan container systems for several years as part of its public works operations. These units are essential to the City's daily sanitation efforts and are routinely used for:

- Beach trash can maintenance and collection
- Servicing park trash receptacles throughout the City
- Supporting solid waste needs during City events and high-traffic periods

The current equipment is nearly seven (7) years old and has experienced regular wear and tear due to the coastal environment and heavy operational demand. In addition to their primary use, these units also serve as a critical backup system when the Broyhill machine is out of service or malfunctioning, ensuring continuity of operations and avoiding service disruptions.

The requested equipment is manufactured exclusively by Par-Kan Company. A sole source letter provided by the manufacturer confirms that Par-Kan is the exclusive manufacturer and supplier of the Easy Dump model RD3106 .

In accordance with City procurement requirements, the sole source purchase was publicly posted on DemandStar from March 30, 2026 through April 7, 2026, and no responses or objections were received during this period.

The equipment will be installed by the City Mechanics but will need additional minimal materials during the installation. The plan is to utilize as much from the current equipment and only replace what is completely rusted or malfunctioning.

**Fiscal Impact**

The Capital Improvement Budget for Sanitation for FY26 includes a \$60,000 budget for the replacement of these dumpsters on truck #3 and #68.

**Recommendation(s)**

Staff recommend the Board of Commissioners

**Attachments**

- Par-Kan Proposal
- Sole Source Letter
- Demand Star Intent to Sole Source
- Aclarian Approval for initial purchase



# PAR-KAN COMPANY

2915 WEST 900 SOUTH  
 SILVER LAKE, IN 46982  
 PH: (260) 352-2141  
 FAX: (260) 352-0701

# QUOTATION Item 9D.

Quote No.: **RF260316-001**  
 Date: **03/16/26**  
 Page: **1**

**Quotation For**

CITY OF MADEIRA BEACH  
 CENTRAL SERVICES  
 505 - 150 AVENUE  
 MADEIRA BEACH, FL 33708

**VALIDITY STATEMENT**

This quote is valid for 30 days from the date of issue. Par-Kan reserves the right to review and adjust these estimates and schedules if the client does not approve the proposal within 30 days unless otherwise specified.

CUSTOMER ID	PHONE #	QUOTE TERMS	QUOTE LEADTIME - WEEK(S)	
101317	727-543-8154	Net 30 Days		
SALES REP ID	SHIPPING METHOD	CONTACT NAME	EXPIRATION DATE	
REFUSE		MEGAN WEPFER		
PART ID	QUOTE QTY	CUSTOMER PART NO / DESCRIPTION	UNIT PRICE	EXTENDED PRICE
0ED6YD-003-061	2	6YD REFUSE DUMPER,SWEEP UNIT, LIFTER IF SPECIFIED WHITE 6 YARD REFUSE TUB AND BASE SWEEP UNIT LIFTER HYDRdraulICS, LIFTER INSTALLED IF SPECIFIED POWDER: 061- WHITE	21,124.0000	\$42,248.00
440940	2	BAYNE LIFT ASSY, 1900-0290 TL1134 TOP HO	0.0000	\$0.00
	2	SWEEP BLADE OPTION	6,960.0000	\$13,920.00
	2	ORANGE PAINT UPGRADE	300.0000	\$600.00
	1	FREIGHT ESTIMATE - MADEIRA BEACH	3,048.0000	\$3,048.00

**\*\* QUOTE SPECIFICATIONS \*\***

**\*\*\*\*\* ALL AMOUNTS ARE IN USD \*\*\*\*\***

Par-Kan is committed to securing the most competitive freight option available.

Freight rates shown on this quote reflect the current market pricing and are subject to change at the time of shipment due to carrier and fuel market conditions.

**Total** 59,816.00

**Requested By**

mwepfer@madeirabeachfl.gov

**Vendor Name \***

Par-Kan Company LLC Item 9D.

**Vendor Not Identified**

**Total Estimated Contract Value**

\$ 59,816.00

**Goods and Services Requested \***

2- 6 Yard refuse dumpsters with sweeps with bayne lift assembly painted orange

80/500

**Fiscal Years**

Fiscal Year	Amount	General Ledger Strings
2026	\$59,816.00	<b>Account:</b> 402.7000.564000   <b>Amount:</b> \$59,816.00

**Requested Procurement Method \***

Sole Source

**Grand Total: \$59,816.00**

**Additional Comments Related to Procurement Method**

Par-Kan is the exclusive manufacturer and supplier of the easy dump.

69/500

**Additional Comments**

0/500

Documents (2)



**DOCUMENTS**

Document	Document Url
Sole_Source_Letter__baa77743.pdf	<a href="#">Sole_Source_Letter__baa77743.pdf</a>
VMESTFRM_RF260316-0_d7147011.PDF	<a href="#">VMESTFRM_RF260316-0_d7147011.PDF</a>

Approver List (4)



Name	Approved By	Workflow Step	Is Current Approver?	Substitute For	Approved Date
Karen Paulson	Karen Paulson	First Approval	No		4/13/26, 12:57 PM
Andrew Laflin	Andrew Laflin	Second Approval	No		4/22/26, 1:55 PM



201

Document	Document Url	
Sole_Source_Letter__baa77743.pdf	<a href="#">Sole_Source_Letter__baa77743.pdf</a>	Item 9D.
VMESTFRM_RF260316-0_d7147011.PDF	<a href="#">VMESTFRM_RF260316-0_d7147011.PDF</a>	

## Approver List (4)



Name	Approved By	Workflow Step	Is Current Approver?	Substitute For	Approved Date
Karen Paulson	Karen Paulson	First Approval	No		4/13/26, 12:57 PM
Andrew Laflin	Andrew Laflin	Second Approval	No		4/22/26, 1:55 PM
Clint Belk	Andrew Laflin <b>(Skipped)</b>	Third Approval	No		4/22/26, 1:55 PM
Megan Powers	Megan Powers	Final Approval	No		4/22/26, 2:25 PM

## Comments (1)



**Megan Powers**

Apr 22, 2026, 2:25:38 PM

Has satisfied time on Demand Star.

[Reply](#)

ADD COMMENT

**Attachment**

SELECT FILE

**Comments \***

Post Comment





March 16, 2026

To Whom It May Concern:

This letter serves to confirm that Par-Kan Company is the exclusive manufacturer and supplier of the Easy Dump model RD3106. Should you have any inquiries, please feel free to reach out to me at 800-291-5487 ext. 301.

Best regards,

A handwritten signature in black ink that reads 'Darcy M. Sroufe'.

Darcy Sroufe  
Sales & Marketing Manager  
Par-Kan Company, LLC  
800-291-5487 ext. 301  
[www.par-kan.com](http://www.par-kan.com)  
[dsroufe@par-kan.com](mailto:dsroufe@par-kan.com)

## Notice of Intent to Sole Source Procurement for Par-Kan Easy Dump RD3106

Under Evaluation

**2**

Planholders

**141**

Broadcast to

**0**

Supplemental Suppliers

**1**

Watchers

**0**

Post Bid Viewers

### Bid Details

Agency Name	City of Madeira Beach
Bid Writer	Megan Wepfer
Bid ID	LOI-LOI- 26-02-0-2026/MW
Bid Type	LOI - Letter of Interest
Broadcast Date	Mar 30, 2026 9:48am (EDT)
Fiscal Year	2026
Due	Apr 7, 2026 10:00am (EDT)
Bid Status Text	Sole Source
Additional Registration (NEW)	NONE

### Scope of Work

Rear Load refuse dumpster

### Documents

↓ Download all documents

Filename	Type	File Type	File Size	Date Modified	Status
<a href="#">Proposal</a>	Attachment	PDF	421.44 KB	Mar 30, 2026	Complete
<a href="#">Sole Source Letter</a>	Attachment	PDF	207.97 KB	Mar 30, 2026	Complete

### eBidding Info

Require Suppliers To Enter Bid Amount Yes

**Required Documents**

1. Statment of Qualifications (SOQ)

**Distribution Info**

---

<b>Bid Bond</b>	None
<b>Plan (blueprint)</b>	None
<b>eBidding</b>	Yes
<b>Distributed By</b>	DemandStar
<b>Distribution Method</b>	Download
<b>Distribution Options</b>	Bid has no blueprints associated with it

**Publications**

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Tampa Bay Times  
[View Legal Ad](#)

**Pre-Bid Conference**

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 No Pre-Bid Conference Available

**Statistics**

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<b>Planholders</b>	There are 2 Planholders for this bid.	
<b>Filtered</b>	No	
<b>Broadcast List</b>	141 Suppliers have been notified	<a href="#">Export</a>
<b>Post-Bid Viewers</b>	There are 0 Post-Bid viewers	
<b>Supplemental Suppliers</b>	0 Supplemental Suppliers	

**Commodity Code**

---

[\[023-975-37\]](#) Garbage/Refuse Equipment, Dumpsters, etc. Rental or Lease

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## eBid Response

Add Response

Refresh

**Bid Identifier:** LOI-LOI- 26-02-0-2026/MW

 No eBid Response Available

[Click here to find out how Euna Procurement can better help your purchasing team](#)

Item 9D.