BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MARCH 26, 2024 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. SWEARING-IN CEREMONY FOR NEWLY ELECTED COMMISSIONERS

C. ROLL CALL

D. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

E. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

G. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Doctor
Commissioner Minning
Commissioner Dickey
Mayor Payne

H. APPROVAL OF MINUTES

H.1 Approval of Minutes: Commission Regular Meeting - February 6, 2024

02 06 2024 board-of-commissioners_regular minutes

I. CONSENT AGENDA

J. ITEMS OF BUSINESS

J.1 Election of Vice-Mayor

J.2

First Reading and Public Hearing of Ordinance 2024-05, Amending Chapter 68 "Zoning Regulations" regarding public boardwalks

Ordinance 2024-05 Boardwalk definition addition (02683896).docx
Business Impact Statement - Ordinance 2024-05.docx
Signed LPA Resolution 2024-03.pdf

J.3 First Reading and Public Hearing on Ordinance 2024-03, Amending Section 3-4 "Proximity of Establishments to Church or School – Exception" by removing the 50-room requirement for hotels from the exception; amending Section 68-484 "Accessory Uses in Motels or Hotels" by removing the 50-room requirement from the incidental services and clarifying alcoholic beverage establishments for accessory uses in motels or hotels

Ordinance 2024-03 removing 50 room limitation (02683627).docx
Ordinance_2024-03_Business_Impact_Statement.docx
ORD 2024-03 Affidavit.pdf
Signed LPA Resolution 2024-02.pdf

J.4 Approve Two (2) Grant Amendments for the Treasure Bay Living Shoreline Project
Att A - TBERF 2nd Addendum.pdf
Att B - TBERF Contract 1st Addendum.pdf
Att C - 22FRP08 Res FL 1st Adendum.pdf
Att D - 22FRP08 Resilent FL Contract.pdf

J.5 Authorize the City Manager to sign contract renewals with Applied Sciences Consulting, Inc, Transystems, and Stantec Inc for as-needed civil engineering services and authorize the City Manager's Purchase Authority in the total amount of 60,000 for Applied Sciences Consulting, Inc, Transystems, and Stantec Inc for fiscal year 2024.
Agreement for Professional Services - Applied Sciences Consulting Inc. 11-6-2018.pdf
Agreement for Professional Services - CARDNO 11-6-2018.pdf
Agreement for Professional Services - Deuel & Associates 11-4-2018.pdf
First Renewal - Agreement for Professional Services - Applied Sciences Consulting Inc..pdf
First Renewal - Agreement for Professional Services - Stantec.pdf
First Renewal - Agreement for Professional Services - Transystems.pdf

J.6 Appointment of City Commissioners to Local Boards for 2024

K. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or

her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 26, 2024
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of Minutes: Commission Regular Meeting - February 6, 2024
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	To seek approval for the minutes of the Commission Regular Meeting held on February 6, 2024.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve the minutes of the Commission Regular Meeting held on February 6, 2024, as written.

ATTACHMENTS:
02 06 2024 board-of-commissioners_regular minutes

CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS
REGULAR MEETING

TUESDAY FEBRUARY 6, 2024 – 6:00 PM

CITY HALL AUDITORIUM
120 108TH AVENUE, TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

The meeting was called to order at 6:00 p.m., and the Pledge of Allegiance was recited.

B. ROLL CALL

Present: 5 – Mayor J. Tyler Payne
Commissioner Deb Toth
Commissioner John Doctor
Commissioner Bob Minning
Commissioner Beth Wetzel

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

There was consensus to approve both regular and workshop agendas.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D1. Employee Recognition: Celebrating Ground Maintenance Crew Chief Troy Palmer's 30 Years of Dedication

Human Resources Director Jessica Zamora honored Troy Palmer for his 30 years of dedication service as the Grounds Maintenance Crew Chief.

Commissioners, staff, and members of the audience extended their congratulations and expressed gratitude to Mr. Palmer.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Carrie Auerbach extended an invitation to two upcoming events:

- The Turtles are Coming! Let's Review 2023 and Prepare for 2024. Turtle Season begins May 1st. Join us at the Treasure Island Community Center on February 21st

for an event featuring discussions on nesting and upcoming turtle seasons, beach cleanliness efforts, and insights on beach dunes and invasive species.

- Tales of Treasure Island, a presentation by the Treasure Island Historical Society (THIS), Embark on a journey through local history with 'Tales of Treasure Island,' presented by the Treasure Island Historical Society. Join us on February 13th, from 12:30 p.m. to 1:30 p.m. as TIHS unveils captivating stories, photos, and video interviews from longtime residents of Treasure Island and its surrounding areas.

F. COMMISSIONER REPORTS

- Commissioner Deb Toth: The Isle of Capri Association will be hosting the Isle of Capri Yard Sale and Chili Cook Off. Join us for a day of fun and delicious food.

- Commissioner John Doctor: The city is working on beautifying 7th Street with new landscaping and improving bus stop amenities. Appreciated recent grants and collaboration with the Isle of Palms Association. Additionally, he requested to include internal communications in our next agenda.

- Commissioner Bob Minning: He expressed gratitude for everyone’s involvement and encouraged residents to share their thoughts and ideas with the commission.

- Vice Mayor / Commissioner Beth Wetzel: Recently attended the Tampa Bay Regional Planning Agency (TBRPA) Summit, exploring opportunities for business sponsorships to benefit our community.

- Mayor Payne extended an invitation to residents for the upcoming Mayor's Open Forum, where we can collectively shape the future of our city. The forum is set for the second Tuesday of the month, with the first meeting scheduled for February 13, 2024, at 6:00 p.m. in the Community Center.

G. APPROVAL OF MINUTES

There were no minutes to approve.

H. PRESENTATIONS

H1. Highlighting Progress: Update on Treasure Island Historical Society Presentation

President Barbara Driscoll highlighted significant progress made by the Treasure Island Historical Society (TIHS) in various areas. Updates include revisions to the mission statement, efforts to provide historical content for the new Penguin plaque, and the digitization of interviews. Plans are underway to relocate memorabilia and showcase historical images on wall coverings at the next city hall. Upcoming events such as Tales of Treasure Island at St. Pete Beach Library and Gulf Beaches Public Library were emphasized. Membership was stressed as pivotal for shaping TI's history. Additionally, the introduction of Sarah Pennington and West Evans shed light on the new logo's selection process and significance. Residents were encouraged to join TIHS to support its mission.

I. CONSENT AGENDA

There were no consent agenda items.

J. ITEMS OF BUSINESS

J1. Second and Final Reading of Ordinance 2023-20. This ordinance clarifies the permitting regulations and timelines for sign permits by revising Sec. 73-35 "Permits Required" of the City's Land Development Regulations.

Mayor Payne announced the item and called on the City Attorney Jennifer Cowan to read by title only.

Community Development Director Kathryn Younkin introduced the item.

Ordinance 2023-20, which focuses on clarifying regulations and timelines for sign permits in the City's Land Development Regulations. The ordinance specifies the requirements for permit applications, outlines the review process and timelines, and establishes procedures for appeals. The recommendation for this ordinance came from the Planning and Zoning Board, and it aligns with the city's strategic plan to foster a vibrant business community by reviewing and updating local ordinances and regulations.

It was noted that the first reading of the ordinance took place on January 16, 2024, and there have been no changes since then.

There were no further Commission questions or discussion.

There was no public comment.

Mayor Payne closed the public hearing and requested a motion.

Motion: A motion was made by Vice Mayor Wetzel, seconded by Commissioner Toth to adopt Ordinance 2023-20 on this second and final reading. **The motion carried on the following vote:**

Moved by Maribeth Wetzel; seconded by Deb Toth to Approve.
Motion Passed: 5 – 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor, Bob Minning
Voting Against: None

J2. Second and Final Reading of Ordinance 2024-02, Amending the FY 2024 Budget to change the approved Classification Plan FY24 for four Classification Titles and Pay Grades in Public Works.

Mayor Payne announced the item and called on the City Attorney Jennifer Cowan to read by title only.

Public Works Director Michael Helfrich introduced the item.

Ordinance 2024-04, which proposes amendments to the FY 2024 Budget to adjust the approved Classification Plan for four Classification Titles and Pay Grades in the Public Works department. The amendments are prompted by the retirement of a long-serving employee who progressed from Service Worker I to Public Works Supervisor in Solid Waste and Stormwater/Wastewater divisions over 38 years. Due to the specialized experience and knowledge of the retired employee, Public Works is proposing reclassifications to fill the vacancy. These reclassifications include converting a Public Works Supervisor to a Solid Waste Foreman, a Utility Maintenance Crew Chief to a Utility Maintenance Foreman, a Special Project Manager to a Special Projects Supervisor, and a Building Manager to a Building Supervisor. These changes are stated to be cost-neutral and will not increase the overall number of authorized positions or the approved budget for FY 2024.

There were no further Commission questions or discussion.

There was no public comment.

Mayor Payne closed the public hearing and requested a motion.

Motion: A motion was made by Vice Mayor Wetzel, seconded by Commissioner Toth to adopt Ordinance No. 2024-02, amending the FY 2024 Classification and Pay Plan in the approved FY 2024 Budget to reflect Public Works Supervisor assigned to Sanitation and Water Pollution Control (Pay Grade C) to a Solid Waste Foreman (Pay Grade 17), reclassify the Utility Maintenance Crew Chief (Pay Grade 15) to a Utility Maintenance Foreman (Pay Grade 17), reclassification of the Special Project Manager (Pay Grade B) to a Special Projects Supervisor (Pay Grade C) and reclassify the Building Manager (Pay Grade A) to Building Supervisor (Pay Grade C) at this second and final reading. **The motion carried on the following vote:**

Moved by Maribeth Wetzel; seconded by Deb Toth to Approve .
Motion Passed: 5 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor, Bob Minning
Voting Against: None

J3. Review Ordinance 2024-01 which recommends readopting the prior Comprehensive Plan text and map amendments and transmitting the Comprehensive Plan to the State for review. No changes to the previously approved Comprehensive Plan are proposed.

Mayor Payne announced the item and called on the City Attorney Jennifer Cowan to read by title only.

Assistant Community Development Director Maryellen Edwards introduced the item.

Ordinance 2024-01, which proposes readopting the prior Comprehensive Plan text and map amendments for the City of Treasure Island. The ordinance aims to transmit the Comprehensive Plan to the State for review, with no changes proposed to the previously approved plan. It outlines the history of the plan's updates and notifications to the State, including public hearings and approvals by the Planning and Zoning Board and City

Commission. The ordinance also addresses recent legislative actions, such as Senate Bill 250 and House Bill 1C, which necessitate clarification regarding the Comprehensive Plan amendments. The document further details the specific changes and updates made to various elements of the Comprehensive Plan, such as Future Land Use, Multimodal Transportation, Housing, Infrastructure.

There were no further Commission questions or discussion.

Public Comment

The following resident spoke to Ordinance No. 2024-01:

- Ryan Chewning, Resident, expressed concerns about the condition of city systems, referencing past challenges with storm ponding on 3rd street and previous issues with utilities.

- Richard Harris, a Resident and Chairman of the Planning & Zoning Board, emphasized the solidity of the city's infrastructure. He mentioned that the board reviewed the comprehensive plan. Mr. Harris supported his statement by noting that he extensively reviewed the plan, which comprised over 1800 pages.

- Jennifer Bonvouloir suggested adding an agenda item for the next meeting to enable the Commission to receive feedback from residents.

Mayor Payne stated that staff had conducted comprehensive public engagement, including multiple public hearings by the Planning & Zoning/Local Planning Agency (PZ/LPA), with consultant attendance. He further explained the distinction between regular meetings and workshops, noting that public comments are formalized during regular meetings.

Vice Mayor Beth Wetzel reviewed each section for clarity.

With no additional public comments, Mayor Payne concluded the public hearing and asked for a motion.

Motion: A motion was made by Vice Mayor Wetzel, seconded by Commissioner Toth to adopt Ordinance No. 2024-01, readopting the Comprehensive Plan and transmitting the Comprehensive Plan for the City of Treasure Island, including elements and maps to the Department of Economic Opportunity in accordance with section 163.3191, Florida Statutes; and other reviewing agencies as required on first reading. **The motion carried on the following vote:**

Moved by Maribeth Wetzel; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor, Bob Minning
Voting Against: None

K. ADJOURNMENT - Meeting adjourned at 6:45 p.m.

AGENDA ITEM NO. J.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Celine Kidwell, Administration

ITEM TYPE: Appointments

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Election of Vice-Mayor

BACKGROUND: .

POLICY/PURPOSE:

To nominate and elect a Vice-Mayor in accordance with City Charter Section 3.04 and City Commission Rules 2.1. The Vice-Mayor will serve as Mayor in the absence or disability of the Mayor and as the presiding officer during Commission meetings.

City Charter, Section 3.04. - Vice-mayor.

At the first commission meeting after each regular city election, the commission shall elect one of its members as vice-mayor. The vice-mayor shall act as mayor during the absence or disability of the mayor. In case of the death, resignation, or removal of the mayor, the vice-mayor shall serve as mayor until the next election when the office shall be filled pursuant to section 3.06 of this Charter.

City Commission Rules, 2.1 Election of Officers/Presiding Officer.

The presiding officer of the Commission shall be the Mayor. At the first Commission meeting after each regular city election, the Commission shall elect one of its members to serve as vice-mayor. The vice-mayor shall act as presiding officer

during the absence or disability of the Mayor. The presiding officer shall preserve strict order and decorum at all Commission meetings. The presiding officer shall state questions coming before the Commission, announce its decisions on all subjects, and decide all questions of order; subject, however, to an appeal to the City Commission as a whole, in which event a majority vote of the Commission members present shall govern and conclusively determine such question of order.

STRATEGIC PLAN RELEVANCE: Excellence in government operations.

ANALYSIS/DISCUSSION: The Commission will discuss the nomination and election process for the Vice-Mayor role, as outlined in the City Charter and Commission Rules. The Vice-Mayor's responsibilities, including acting as Mayor when necessary and maintaining order during meetings, will be emphasized.

Mayor Payne will open and close nominations. All commissioners are eligible for consideration. If there is more than one nominee, a roll call vote shall determine the outcome.

FUNDING: N/A; no fiscal impact

MOTION: I move to nominate [Name] as Vice-Mayor for a new one-year term, until the March 2025 Municipal Election.

ATTACHMENTS:

AGENDA ITEM NO. J.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

First Reading and Public Hearing of Ordinance 2024-05, Amending Chapter 68 “Zoning Regulations” regarding public boardwalks

BACKGROUND:

Comprehensive Plans and Land Development Regulations are the fundamental policy tools of municipalities. Based on a review of the current Land Development Regulations, it was determined that there is no definition of a public boardwalk. The city wishes to establish this definition in relation to existing and proposed boardwalks.

POLICY/PURPOSE:

The purpose of the proposed ordinance is to clarify the Land Development Regulations by amending Chapter 68 "Zoning Regulations" to add a definition of public boardwalk and to include a public boardwalk as an allowed structure over water.

STRATEGIC PLAN RELEVANCE:

Goal 1: Foster a vibrant business community

Objective 2: Implement the Economic Development Vision

Bold Action 2: Update the City’s Comprehensive Plan, local ordinances, and Land Development Regulations

ANALYSIS/DISCUSSION: The City evaluated the current Land Development Regulations and determined that a clear definition was needed to be more consistent with existing public boardwalks and to distinguish between public boardwalks and docks. The current definition of a dock states that it must be constructed on pilings and is limited in width. However, based on discussions with regulatory agencies, designs that reduce or eliminate pilings are preferred in an effort to reduce environmental impacts. Therefore, the City is recommending that a definition for a public boardwalk be established for consistency and to allow for alternative construction methods for public boardwalks over water.

FUNDING: No funds are requested at this time.

MOTION:

I move to approve and schedule Ordinance 2024-05 for a second and final public hearing on April 16, 2024.

ATTACHMENTS:

Ordinance 2024-05 Boardwalk definition addition (02683896).docx
Business Impact Statement - Ordinance 2024-05.docx
Signed LPA Resolution 2024-03.pdf

ORDINANCE 2024-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING ARTICLE I. – IN GENERAL SECTION 68-2 "DEFINITIONS" TO ADD A DEFINITION FOR PUBLIC BOARDWALK; AMENDING SECTION 68-463 "MISCELLANEOUS LOT REGULATIONS" TO INCLUDE A PUBLIC BOARDWALK AS AN ALLOWED STRUCTURE OVER WATER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 68 of the City Code of Ordinances ("Code"), entitled "Zoning Regulations," regulates land development pursuant to Chapter 163, F.S. related to growth policy and municipal planning; and

WHEREAS, there is not a definition of a public boardwalk in Chapter 68 of the Land Development Regulations and the City wishes to establish this definition in relation to existing and proposed public boardwalks; and

WHEREAS, the City Commission wishes to amend Chapter 68 "Zoning Regulations" to provide a definition of a public boardwalk and to allow public boardwalks as allowed structures over water; and

WHEREAS, this ordinance is a revision to the land development regulations and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, the Local Planning Agency met on March 21, 2024, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable to clarify various requirements in the Code; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That section 68-2 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-2. Definitions.

Unless specifically defined below or in the specific article in which they appear, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage, and to give these regulations their most reasonable application. For the purpose of enforcing and administering this chapter, the following words shall have the definitions and meanings as herein set forth.

Abutting means to physically touch or border upon, or to share a common property line.

Access, vehicular means the principal means of vehicular ingress and egress to property from a right-of-way or easement.

Accessory use or structure means a use or a structure subordinate to the principal use or building on the same lot and serving a purpose customarily incidental to the use of the principal building, provided any such structure is built with or after the construction of the principal building.

Adjacent means property that touches or is directly across a street, access easement, alley, or right-of-way (except those properties separated by an arterial or collector street) from the subject property.

Adult entertainment establishment means a site or premises, or portion thereof, upon which certain adult use activities or operations are conducted, such as, but not limited to adult arcade, adult bookstore, adult booth, adult theater, special cabarets, physical culture establishments, and adult photographic or modeling studios, including any business establishment whose primary business stock in trade is dependent upon the activities relating to specified sexual activities or specified anatomical areas.

Alcoholic beverage establishment means any establishment devoted primarily to the retail sale of alcoholic beverages for consumption on the premises.

Alley means a public right-of-way which affords only a secondary means of access to abutting property.

Alteration means any change, rearrangement, enlargement, extension, reduction of any structure or part thereof or moving on the same site.

Amortization means the installment costs of a use or structure extended throughout a predetermined life of such use or structure.

Ancillary nonresidential use means off-street parking, drainage retention areas, and open space buffer areas for adjacent, contiguous nonresidential uses.

Animal hospital means any building or portion thereof designed or used for the veterinary care, surgical procedures or treatment of animals, but not boarding of well animals.

Antenna means any exterior transmitting or receiving device used in communications that radiates or captures electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar), wireless communications signals or other communication signals.

Arcade means a series of arches supported by columns, piers, or pillars, either freestanding or attached to a wall to form a covered passageway.

Architect means a person licensed by the state to practice architecture.

Artist studio means a worker's workroom for an individual and their employees for the purposes of activities including but not limited to painting, drawing, ceramics, sculpture, jewelry making, photography, graphic design, dance, glass blowing, film-making, video or film production.

Assembly occupancies means occupancies that include, but are not limited to all buildings or portions of buildings used for gatherings of persons, for such purposes as seminars, conventions, conferences, deliberation, entertainment, dining, religious institution use, amusement facilities or awaiting transportation.

Automobile gas station means any building, structure or land used primarily for the dispensing, sale or offering for sale at retail of any automotive fuels or oils.

Automobile service station means any building, structure or land used primarily for the dispensing, sale or offering for sale at retail of any automobile fuels, oils or accessories, but not including major repair work such as motor overhaul, body and fender repair or spray painting. An automobile service station may provide for minor repair of vehicles and rental of automobiles or trailers.

Availability/available with regard to the provisions of facilities and services concurrent with the impacts of development, means that at a minimum the facilities and services will be provided in accordance with the standards set forth in F.A.C. 9J-5.0055(2).

Awning means an accessory structure, either temporary or permanent, which is supported by an open framework and is covered by material such as but not limited to cloth, plastic, fiberglass, or metal.

Bar. (See "alcoholic beverage establishment.")

Base flood elevation means the elevation of the flood having a one percent chance of being equaled or exceeded in a year as depicted on the flood insurance rate map (FIRM).

Beach shelter means an accessory structure temporary or permanent, consisting of one or more columns and a roof and not including walls or a floor or facilities of any type.

Board of adjustment, for the purposes of this Code, shall mean the planning and zoning board.

Boarding house (rooming house) means a building other than a hotel or motel where lodging with or without meals for three or more persons not of the immediate family is provided for compensation.

Buffer area means a natural or landscaped area or strip of land, with or without such physical separation devices as a fence or wall, established to separate and insulate one type of use from another use; or to shield or block noise, lights or other considerations; or to separate development from a natural feature so as to reduce the incompatibility between uses or features and protect the integrity of each.

Building means any structure having a roof supported by columns or walls designed or built for the support, enclosure, shelter or protection of persons, animals, chattels, or property of any kind.

Building height means the vertical distance from the average finished grade of all exterior corners to the highest point of the building, not including those structures specifically permitted to extend beyond the height of the building. On any site where construction is required to adhere to the base flood elevation, as established for the National Flood Insurance Act of 1968, the building height is the vertical distance from the first living level or the tidal floodplain, whichever is lower, to the highest point of the building not including those structures specifically permitted to extend beyond the height of the building.

Building setback line means the required minimum horizontal distance between the front, rear or side lines of the lot and the front, rear or side lines of the building.

Building site means that part of a parcel of land designed to be occupied by the principal building and such accessory buildings or uses customarily incidental to it.

Bus shelter means a covered structure, usually having three walls, located on or adjacent to the right-of-way of a street and designed primarily for the protection and convenience of bus passengers.

Bush means a woody plant, smaller than a tree and having many stems branching out low instead of one main stem or trunk; shrub.

Cafeteria. (See "restaurant.")

Car wash means an establishment for the washing, cleaning, waxing and polishing of the exterior surface of passenger vehicles; and for the incidental cleaning and vacuuming of the interior passenger sections.

Child day care center means a licensed facility which provides, for any portion of the day, care-giving services to three or more persons under the age of 18, who are not related to the owner or operator.

City means the City of Treasure Island located within Pinellas County, Florida.

City manager means the city manager of the city.

Clinic, medical means a facility which does not provide for overnight accommodations wherein professional services concerning personal health of humans are administered by medical doctors, chiropractors, osteopaths, optometrists, dentists or any other such profession, which may lawfully be practiced in the state.

Clinic, veterinary means a facility which provides for care of animals wholly within a soundproof, air conditioned structure and wherein overnight boarding of animals is accommodated for medical reasons.

Club, private means building and facilities owned or operated by a corporation, association, person or persons for social, educational or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business.

Commercial means a use or other activity, involving the sale or offering, of goods or services for any and all kinds of vocations, occupations, professions, trades, enterprises, establishments, and all other kinds of activities and matters, together with all devices, machines, private, for profit or not, whether salaried or unsalaried, either directly or indirectly, on any premises in this city, or anywhere else within its jurisdiction.

Commercial property means a building, site, or portion of a structure where commercial use activities occur.

Commercial recreation use means a use of the property for a commercial purpose for a per use fee, where the use of the property by the customer is for a recreational use, such as a miniature golf course, a fishing pier or a commercial swimming pool.

Common lot line means a line dividing one lot or parcel from another.

Community residential home, as defined in F.S. § 419.001, means "a dwelling unit licensed to serve clients of the state department of children and family services, which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents." This term may include adult congregate living facilities (ACLFs), assisted living facilities (ALFs), and other comparable care and rehabilitative facilities meeting the statutory definition. This category is restricted to persons who do not require special provisions for emergency evacuation.

Comprehensive plan means the comprehensive plan as defined by F.S. ch. 163 "Community Planning Act" as adopted by the city and which may consist of several maps, data and other descriptive matter, for the physical development of the city or any portion thereof, including any amendments, extensions or additions thereto, indicating the general location for major streets, parks, public utilities, land use or other similar information.

Concurrency means that the necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

Concurrency management system means the procedures and/or process that the city will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

Condo-hotel means a hotel or motel comprised of units that are owned by an individual, corporation, or any other legal entity having mandatory membership into an association comprised of all owners within the same development, and is a building or buildings, collectively, "facility", containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations.

Condominium means a form of ownership as defined by state statutes.

Contiguous means the same as abutting.

County means Pinellas County, Florida.

Coverage. (See "lot coverage.")

Density means the number of dwelling units and hotel or motel units permitted on a particular lot or parcel of property. In determining the number of units permitted on a lot or parcel of land, any fraction of a unit in excess of eight-tenths shall be considered to be a whole unit.

Developer means any party seeking to alter the pre-existing conditions on a lot or parcel of land through such activities as the grading, excavation, dredging, filling, paving, construction of new buildings or accessory structures, expansion of existing buildings or accessory structures, total or partial demolition of existing buildings or accessory structures, connection to public utilities, and other activities commonly associated with the improvement of real property.

Development means any construction, structures, creation of structures or alteration of the land surface or natural resources which requires authorization by the city through issuance of a development order.

Development activity means any of the following activities:

(1) Construction, clearing, filling, excavating, grading, paving dredging, mining, drilling or otherwise significantly disturbing the soil of a site.

(2) Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or water management system, and including the long-term storage of materials.

(3) Subdividing land into two or more parcels.

(4) A tree removal for which authorization is required under this Code.

(5) Erection of a sign for which authorization is required under this Code.

(6) Alteration of a historic property for which authorization is required under this Code.

(7) Changing the use of a site so that the need for parking is increased.

(8) Construction, elimination or alteration of a driveway onto a public street.

Development order means any order granting, denying or granting with conditions an application for a development permit.

Development permit means any one of the following:

(1) Building permit;

(2) Site plan;

(3) Final plat;

(4) Special exception;

(5) Variance;

(6) Development orders for developments of regional impact as defined in F.S. § 380.06; and

(7) Any other official action of the city having the effect of permitting the development of land.

Development rights means the number of dwelling units or the amount of commercial square footage which may be constructed on a particular parcel or lot as specified in the zoning regulations.

Director means the city manager of the city and/or those to whom he has charged the enforcement or interpretation of the land development regulations or selected provisions thereof.

District means any certain described area to which these regulations apply and within which the zoning regulations are uniform.

Dwelling, multiple-family means a building designed for and/or containing three or more dwelling units.

Dwelling, residential means a single-family, two-family (duplex), or multiple-family dwelling which is not a tourist dwelling.

Dwelling, single-family means a building designed for and/or containing only one dwelling unit.

Dwelling, tourist means a single-family, two-family or multifamily dwelling which is used as a tourist dwelling. A residential dwelling shall be considered a tourist dwelling according to the following criteria:

(1) If the single-family, two-family or multifamily dwelling is subject to or operates under any arrangement plan or design whereby the use of the dwelling or unit in the

dwelling has been segmented over time so that owners, lessees or holders (regardless of the form of ownership or the form in which the right to use is expressed) of such unit has a recurring exclusive right to use either that dwelling or unit or another unit in the same dwelling according to a predetermined fixed schedule and only if the schedule would permit in any one year a change or turnover of occupancy six or more times, it shall be considered a tourist dwelling.

(2) If the single-family, two-family or multifamily dwelling operates under or is subject to an arrangement plan or design whereby sleeping accommodations and sanitary facilities in the dwelling or in a unit in the dwelling are offered to the public or reserved to private parties, or are advertised as being available, and the use thereof by members of the public or private parties is primarily on a daily, weekly, monthly or seasonal basis, it shall be considered a tourist dwelling. Provided that when the dwelling or unit in the dwelling is the legal domicile, and/or the sole permanent residence of the occupant, occupants, and/or guest(s), a rebuttable presumption arises that the dwelling or unit in the dwelling is not being used as a tourist dwelling. Provided further that if the turnover in occupancy of such dwelling or unit in the dwelling does not change more frequently than six times or more in any continuous 12-month period, then a rebuttable presumption shall arise that the dwelling or unit in the dwelling is not being used as a tourist dwelling. In determining whether a property is used as a tourist dwelling, such determination shall be made without regard to the form of ownership of the dwelling or unit in the dwelling, or whether the occupant, or occupants, has or have a direct or indirect ownership interest in the dwelling or unit; and without regard to whether the right of occupancy arises from a rental agreement other agreement, or the payment of consideration.

(3) In addition to the above, if a single-family dwelling located in the RU-75 zoning district is operated or used in such a way that it has a turnover in occupancy of more than two times in any one year, it shall create a rebuttable presumption that such single-family dwelling is a tourist dwelling.

Dwelling, two-family (duplex) means a building designed for and/or containing two dwelling units.

Dwelling unit (d.u.) means a single unit consisting of not less than 500 square feet of living area providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking and sanitation, but not including recreation vehicles, tents, hotels, motels or boardinghouses.

Easement means a grant of a right to use land for specified purposes. It is an interest in land granted for limited use.

Educational facilities means a location used for instruction in any branch of knowledge, and including the following: elementary, middle, and high schools, whether public or private; colleges, community colleges and universities; vocational and professional schools giving instruction in vocational, professional, technical, industrial, musical, dancing, dramatic, artistic, linguistic, scientific, religious or other special subjects.

Effluent means the emission of pollutants from any source.

Engineer means a person professionally licensed by the state to practice engineering.

Essential services means public utility facilities above ground which are related to the water, sanitary sewer, storm drainage, solid waste, telephone, cable television, gas

and electrical collection or distribution systems that service the city but not including buildings housing employees; or administrative or recreational facilities.

Excavations means removal of 100 cubic yards or more of earth material for purposes other than that incidental to and on the site of authorized construction.

Exhibit hall means an indoor facility for the display of items, art, or materials to the public. This facility may also serve as a place of assembly for lectures or instruction.

FAA means the Federal Aviation Administration.

Fair market value means the value of property or structures, as used in the definition of substantial improvement, as determined by the county property appraiser, or M.A.I. or S.R.A. appraisal, either before the improvement was started, or if the structure has been damaged and is being restored, before the damage occurred.

Family means one or more persons permanently occupying a dwelling unit and living together as a single, nonprofit household unit (excluding section 68-493 pertaining to home occupations). Family does not include any society, club, fraternity, sorority, association, or like organization. This definition does not include any group of individuals whose association is temporary or seasonal or similar to a tourist dwelling, resort, boardinghouse, motel or hotel. This definition shall be construed to include those individuals protected as a family unit by the Fair Housing Act or other applicable laws that do not result in a fundamental alteration of the city's local zoning regulations.

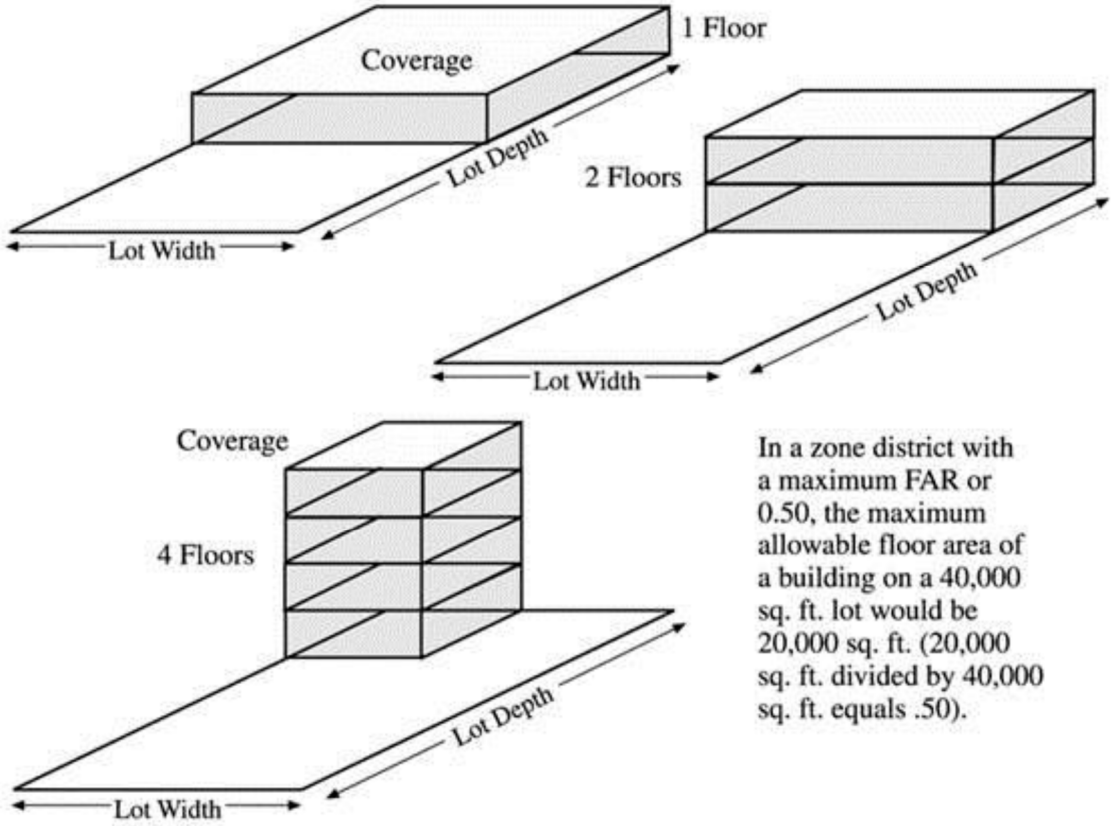
FCC means the Federal Communications Commission.

Fence (garden wall) means any construction of wood, metal, wire mesh, masonry or other materials, erected for the purpose of privacy, protection or ornamentation.

Final development order means a development permit as defined.

Floor area (gross/total) means the sum of the square footage of the floor area of a structure above the base flood elevation plus the square footage of floor area below the base flood elevation that is enclosed measured from the exterior face of the exterior walls or from the centerline of a wall separating two buildings, but not including interior parking spaces or loading space for motor vehicles.

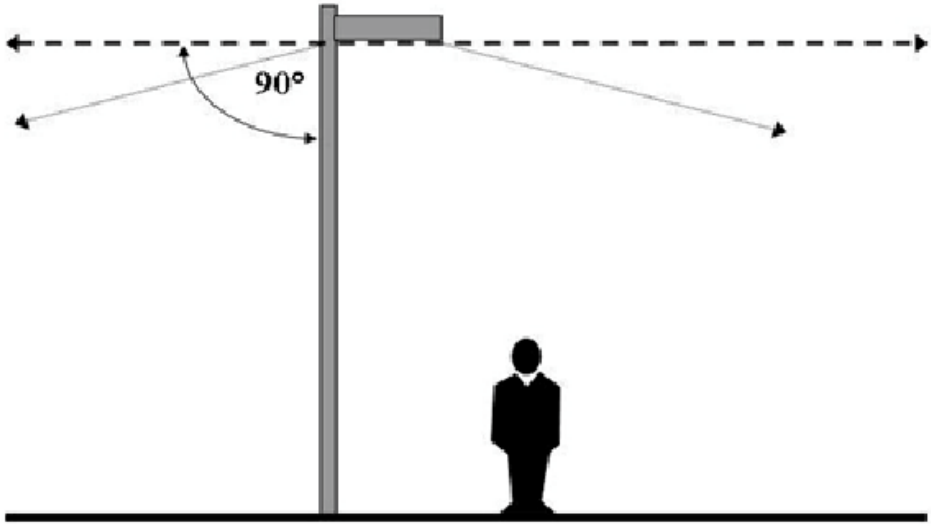
Floor area ratio (FAR) means a measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the net land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and division by the net land area.



In a zone district with a maximum FAR or 0.50, the maximum allowable floor area of a building on a 40,000 sq. ft. lot would be 20,000 sq. ft. (20,000 sq. ft. divided by 40,000 sq. ft. equals .50).

NOTE: Variations may occur if upper floors are stepped back from ground level lot coverage.

		Gross Building Area (All Floors)
Floor Area Ratio (FAR)	=	
		Lot Area



Footcandle means a unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot.

Full cutoff fixture means a type of light fixture with no light emitted above the horizontal no light dispersion or direct glare shines above a 90-degree, horizontal plane from the base of the fixtures.

Frontage means the length of the property line for a parcel which runs parallel to, and along, a road right-of-way or public or approved private street, exclusive of alleyways.

Governing body means the city commission of the city as legally constituted.

Grade (finished) means the finished elevation of a site after all fill, land balancing or site preparations have been completed. Finished grade shall not exceed the base flood elevation. The first inch of rainfall must be contained on-site.

Grandfather clause means a clause creating an exemption based on circumstances previously existing.

Gross usable area means that area which is considered to be the total floor area of a building, minus specified storage areas. The gross usable area shall include all service, kitchen, and outdoor areas used for the purposes of the business.

Group home, as licensed by the state department of children and family services, means a residential family living environment with supervision for six or less people. This is not considered a commercial use. Such a home is for persons who do not require special provisions for emergency evacuation. In addition, no such home may be located within 1,000 feet of another existing group home, with the said distance to be measured in a straight line from the nearest point of the property line of the existing home to the nearest point of the property line of the proposed home, except as provided by law

Hedge means a dense row of shrubs or bushes forming a boundary.

Height means, when referring to a tower, antenna or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, even if the highest point on the tower or structure is an antenna.

Home occupation means the occupation of an individual and/or members of his immediate family conducted entirely in their dwelling when such dwelling is the principal

use of the property and all the conditions of this Code, for home occupations, can be affirmatively evidenced and complied with.

Hotel or motel means a building or buildings, collectively, "facility," containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations.

Hotel or motel unit means a room or group of rooms within a hotel or motel, as defined, with individual sleeping facilities having one entrance door.

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is highly resistant to or prevents infiltration by stormwater. It includes surfaces such as compacted limerock, or clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots and other similar surfaces.

Impervious surface ratio (ISR) means a measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the net land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the net land area.

Indoor entertainment facility means a location which provides for activities within the confines of a building. Such uses shall include but not be limited to arcade games, miniature golf, movie theater, music, playground equipment, bowling, archery, skating, batting cages, etc. This may also be a location for an exercise facility, martial arts, theater arts, and dance instruction. These facilities generally provide an accessory snack or beverage bar for their patrons.

Junk means inoperative, dilapidated, abandoned or wrecked materials, including but not limited to automobiles, trucks, tractors, wagons, boats and other kinds of vehicles and parts thereof, scrap materials, scrap building material, scrap contractors' equipment, tanks, casks, cans, barrels, boxes, drums, piping, bottles, glass, old iron, machinery and the like.

Junkyard means a place where junk, waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including automobile wrecking yards where vehicles are dismantled or wrecked and the used parts are stored and/or sold, house wrecking, and structural steel materials and equipment but not including the purchase or storage of used furniture and household equipment, used cars in operable condition, used or salvaged materials as a part of manufacturing operations.

Kennel means an establishment where domestic animals are bred, boarded or sold.

Land balancing means any operation such as cut and fill, cutting and scraping or similar procedures involving 100 cubic yards or more of material wherein a parcel, lot, tract or building site topography is altered.

Land Use means the development that has occurred on the land, the development that is proposed on the land, or the use that is permitted or permissible on the land, under an adopted comprehensive plan or element or portion thereof and land development regulations.

Landfill (earth, soil and hard materials) means addition of 100 yards or more of earth, topsoil, sand, gravel, rock, concrete products or bricks to any lot or parcel other than that incidental to and on the site of authorized construction.

Landscape architect means a person licensed by the state to practice landscape architecture.

Landscape area or green space means an area or areas including beautification strips, consisting of those materials, such as, but not limited to hedges, trees, planted ground cover, sodded and grassed areas and planted floral installations, all of which must be composed of natural plantings only, as distinguished from artificially manufactured planting reproductions.

Liner building means a shallow storefront at ground level, but may extend to the second story and above, used to block the appearance of vehicles in a parking garage along the principal streets.

Live-work unit means a building in which offices, studios, or other commercial uses are located on the first floor and a residential dwelling unit is located above the first floor.

Living level means the number of floors in a building above the base flood elevation.

Loading space (berth) means a space which provides for the loading or unloading of service vehicles and has a minimum size of 12 feet in width, 30 feet in length and 14 feet in height.

Lot means a parcel of land occupied or intended for occupancy by a use permitted in these regulations, including all structures, required yards, parking spaces, and open space and having frontage upon a public or private street right-of-way or easement for ingress and egress purposes. (See "parcel.")

Lot area means the horizontal plane area within the lot lines expressed in these regulations in square feet or acres exclusive of public or private dedications.

Lot, corner means a lot abutting upon two or more streets at their intersection or at a street corner having an interior angle not greater than 135 degrees. All boundaries abutting streets shall be considered front yards, all other boundaries shall be considered side yards. (See Attachment One).

Lot coverage means the area of the lot expressed as a percentage of the total lot area covered by the ground floor of all principal and accessory uses and structures, including all areas covered by the roof of such uses and structures measured along the exterior faces of the walls or along the foundation wall line or between the exterior faces of supporting columns or from the centerline of walls separating two buildings or a combination of the foregoing whichever produces the greatest total ground coverage for such uses and structures.

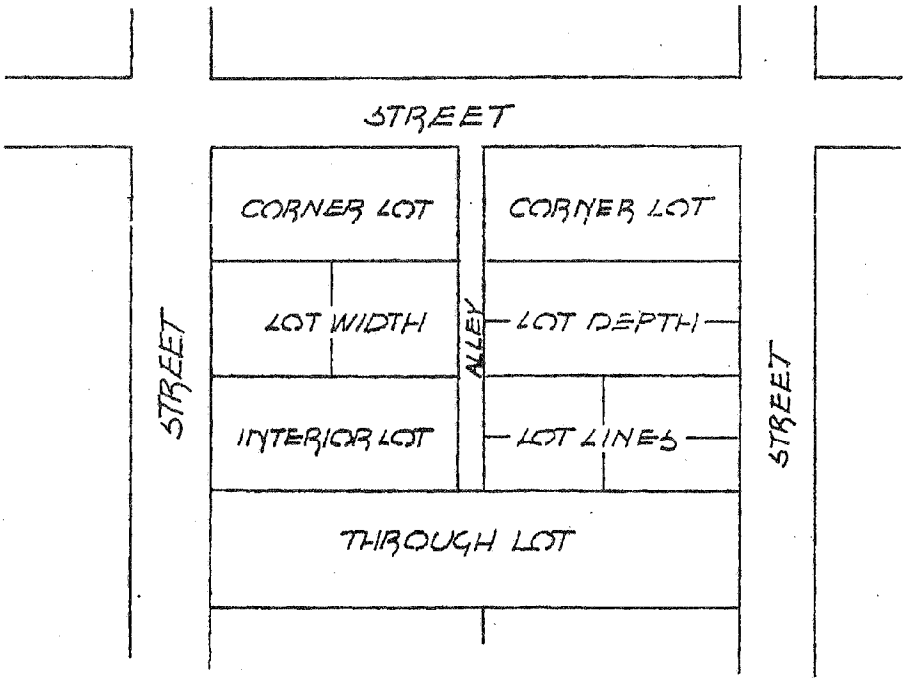
Lot depth means the horizontal distance between the front and rear lot lines measured in the mean direction of the side lines of the lot from the midpoint of the front lot line to the midpoint of the opposite mean rear line of the lot.

Lot, interior means a lot other than a corner lot with frontage on one street only. (See Attachment One).

Lot line means the line bounding a lot as herein defined as established by ownership except that where a lot line lies within a private street or waterway the edge of the private street right-of-way or waterway shall be considered to be the lot line for the purposes of calculating density, lot, yard and bulk requirements.

Lot, through (double frontage) means an interior lot which has street frontages at opposite boundaries of the lot excluding alleys. (See Attachment One).

Attachment One



Lot width means the horizontal distance between the side lot lines measured along the front building setback line of the lot as determined by the prescribed front yard requirements of the zoning district.

Lumen means the unit of measure used to quantify the amount of light produced by a lamp or emitted from a luminaire (as distinct from "watt," a measure of power consumption).

Luminaire means the complete lighting unit (fixture), consisting of a lamp, or lamps and ballast(s) (when applicable), together with the parts designed to distribute the light (reflector, lens, diffuser), to position and protect the lamps, and to connect the lamps to the power supply.

Marina, boat yard means a site or commercial establishment which provides minor repair, maintenance or sale of boats, marine engines, marine equipment and marine services of all kinds; including but not limited to rental of covered or uncovered boat slips, dock space, enclosed dry storage space, marine railways or lifting or launching services.

Mean high water means the average height of the high waters over a 19-year period; or for shorter periods of observations, the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value as defined in state statutes.

Mean high waterline means the intersection of the tidal plane of mean high water with the shore as defined in state statutes.

Medical marijuana treatment center means an entity defined in Article X, Section 29 of the Florida Constitution, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health.

Medical marijuana treatment center dispensing facilities means a facility that is established or operated by a medical marijuana treatment center where medical marijuana or any product derived therefrom is dispensed at retail.

Mixed use means a combination of uses on a single property.

Mixed-use building means a building that contains two or more of the following major use types: residential dwelling units, tourist dwelling units, office, or retail establishments.

Mixed-use development means a building, site, or structure whose use will be for two or more of the following major use types: residential dwelling units, tourist dwelling units, office, or retail establishments.

Motel. (See "hotel or motel.")

Net usable area means the area accessible to the public, excluding rest rooms, hallways, kitchens, areas behind bars, but including customer waiting areas, exterior patios and decks that are used for customer service.

Noise means a subjective description to an undesirable or unwanted sound. (See "sound.")

Nonresidential use or property means a building, site, or structure which use does not provide for single-family, two family (duplex), or multifamily dwellings.

Nonconforming lot means a single lot, tract or parcel of land shown on either a recorded or unrecorded map, plat, drawing or survey, where such map, plat, drawing or survey was in existence at the time of the adoption of Ordinance 78-18, adopted on February 1, 1979, such lot failing to meet the requirements for area, width and/or depth for any permitted use within the zoning district in which it is located.

Nonconforming structure or use means a structure or land use legally existing at the time of the passage of this Code or amendment thereto, which does not conform to the provisions, requirements, and regulations of the zoning districts in which it is located.

Nursery school or kindergarten means any premises or portion thereof used for educational work or parental care of nonresident children of less than the age required for enrollment in the public school system whether or not for compensation as licensed by the state.

Nursing home or convalescent home means a home for the aged or infirm in which three or more persons not of the immediate family are received, kept or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar establishments devoted primarily to the diagnosis and treatment of the sick or injured as licensed by the state.

Occupants means the total number of persons that may occupy a building or portion thereof or other areas designated for occupancy or use at any one time. The term "other areas designated for occupancy or use" shall be deemed to include, but not be limited to, decks, patios, piers, wharves, or other improved areas of the site for use by the patrons.

Odor means an objectionable smell response in a human being.

Off-site means located outside the lot or parcel lines of the principal use.

Office means a building, room or space where clerical or administrative activities are performed or wherein specialized services such as the offices of a doctor, dentist, lawyer, engineer, architect, chiropractor, osteopath, insurance agent or real estate broker are provided.

Official land use map also known as the official future land use map means the official land use map of the city which depicts the future land use classifications of the comprehensive plan. Such map is herewith adopted by reference and shall not be changed except by order of the city commission as provided for herein.

Official zoning map means the map of all zoning districts, delineating the boundaries of the zoning districts, together with all matters and things shown on such maps, as they are updated and amended from time to time, collectively constitute the "official zoning map." The official zoning map is incorporated by reference and made a part of the land development regulations.

Open space means undeveloped land which is suitable for passive recreation, preservation, or conservation uses.

Outdoor dining means an unenclosed, open air area that contains tables, chairs and other similar facilities which is accessory to a licensed and operating restaurant, bakery, café, candy, confectionary and ice cream stores where food and beverage are served and consumed for pay. Outdoor dining shall not include the preparation of food or beverages, cooking, storage or placement of equipment of any kind, except the temporary placement of implements associated with the service of food. Outdoor dining does not include open air market, outdoor display, outdoor storage, mobile food vending vehicles or any use of property that does not provide a permanent structure for restrooms and kitchen facilities.

Outdoor display means the placement of merchandise, commodities, equipment, materials or articles outside of a building for the purposes of attracting customers and displaying examples of items that are for sale within a building. Display shall be limited to the placement of sample items for sale within the building.

Outdoor occupied space means an area that is not enclosed, but is designed and intended for use on an occasional or more frequent basis. Outdoor occupied space may include patios at restaurants, outdoor garden centers, decks for outdoor music, children's play areas, etc. if the space is intended for use in connection with the principal use.

Outdoor storage means the accumulation of merchandise, commodities, equipment, materials, containers, semi-trailers, inoperable vehicles, or articles outside of a building either used as stock in trade or related to the use of the site. This term does not include outdoor display.

Parcel means a tract of land which may be described by metes and bounds or plat. (See "lot.")

Parking area means any public or private land area designated and used for parking motor vehicles including parking lots, garages, private driveways, and legally designated areas of public streets.

Parking lot means an off-street, ground level area improved for the temporary storage of licensed operable motor vehicles. Does not include an area used exclusively for the display of motor vehicles for sale as part of an automobile dealership (all references to parking lot may be commercial, private, valet, and/or public in nature unless otherwise specified).

Parking lot, accessory means a parking lot that is located on the same lot as the permitted or special exception use and is subordinate to such use.

Parking lot, off-site means located outside the lot or parcel lines of the principal use.

Parking lot, shared means parking facilities that may be used jointly with parking facilities for other uses when operations are not normally conducted during the same hours, or when hours of peak use vary, or when excess parking is available; joint use of a parking lot or area for more than one principal use.

Parking lot or structure, commercial means a lot or parcel of land or portion thereof, which is not accessory to any other use of the same or any other lot or parcel, and contains parking space rented to the general public for a fee.

Parking lot or structure, private means a parking lot or structure for the exclusive use of the owners, tenants, lessees, or occupants of the lot or parcel on which the parking area is located or their customers, employees, or whomever else they permit to use the parking area.

Parking lot or structure, public means a parking lot or structure available to the public with or without payment of a fee.

Parking lot, temporary means a parking lot established for a fixed period of time. The use will terminate automatically upon expiration of the fixed time period unless permission to conduct the use is renewed.

Parking lot, valet means the parking of vehicles where a fee may or may not be charged by an attendant provided by the establishment for which the parking is provided.

Parking, off-street means a parking area improved for licensed motor vehicles, temporarily stored in connection with a use requiring same. It includes parking spaces, aisles, access drives, landscaped areas, and vehicular access to a public street.

Parking, on-street means the storage space for a licensed motor vehicle that is located within the street right-of-way.

Parking, remote means a parking lot or structure on a site other than the property it serves, usually at a substantial distance, and often connected by a shuttle bus, but located on Treasure Island.

Parking space means an area, enclosed or unenclosed, sufficient in size to store one motor vehicle and permitting the necessary ingress and egress of a motor vehicle.

Parking, special event means parking for a recurring or non-recurring special event activity.

Parking, stacked means the parking of cars in a parallel line, one in back of the other on private property.

Parking structure means a structure designed to accommodate vehicular parking spaces that are fully or partially enclosed or located on the deck surface of a building. This definition includes parking garages and parking decks.

Pedestrian friendly zone means an area on private property, at least four-foot wide, adjacent and parallel to the public right-of-way. The area is meant to expand the sidewalk for the public to utilize.

Permitted use means the specific purposes for which lands or buildings are maintained in accordance with the zoning district regulations of this Code.

Personal service store means an establishment which provides personal services directly to the consumer, such as barbershop, beauty shop and dry cleaning, but which does not have as its primary function the sale of retail goods.

Pervious area—Open space means any portion of lot or parcel not required, designated or encumbered by either principal or accessory uses, buildings and structures and other site uses. Such open area may be landscaped or retained in the natural state;

however, no improvements or alterations will be permitted which would hinder the area's natural percolation of rain water or stormwater runoff.

Planning and zoning board means the advisory body to the city commission of the city as legally established and referenced in this Code.

Plat means a map depicting the division or subdivision of land into lots, blocks, parcels, tracts or portions thereof; however the same may be designated.

Plat of record means a plat which conforms to all the requirements of the applicable laws of the state and this Code and has been filed and recorded in the office of the clerk of the circuit court for the county.

Preliminary development order is one of the following:

(1) Rezoning;
(2) Special exception;
(3) Preliminary plat approval.

Premises means any lot and/or all buildings and structures thereon.

Principal use or structure means a use or a structure in which is conducted the predominant or primary function or activity of the lot upon which it is located.

Private yacht club means a site of at least six acres or more which contains at least 20 boat slips contiguous thereto, owned by its members, which members pay dues assessed on no less than an annual basis, the use of which is restricted predominantly to the members and owners, and the use of which is primarily devoted to the promotion of private yachting and boating activities, tennis and other outdoor sports and social activities related thereto.

Professional planner means a person who is a full member of the American Institute of Certified Planners and may be registered by the state as a professional planner.

Professional services means business, including but not limited to, providing the following: medical, veterinary, and other health care services; legal services; consulting, engineering and architectural services; and accounting, auditing, and bookkeeping services in an office setting.

Property line. (See "lot line.")

Property owners' association means a nonprofit organization recognized as such under the laws of the state operated under recorded land agreements through which each owner of a portion of a subdivision, be it a lot, home, property or any other interest, is automatically subject to a charge for a prorated share of expenses either direct or indirect for maintaining common properties within the subdivision, such as roads, parks, recreational areas, common areas or other similar properties. Within the text of this Code, a property owners' association is considered a single entity for property ownership.

Public Boardwalk means a public walkway constructed on public lands, which include right-of ways, easements, and properties owned by the city. The public walkway may extend up to the entire length of the property and may extend over water up to seven (7) feet from the centerline of the seawall. A public boardwalk provides public access for the purpose of public recreation and gathering.

Public facilities and services means those covered by the city comprehensive plan required by F.S. § 163.3177, and for which level of service standards must be adopted. These are:

(1) Roads;

(2) Sanitary sewer;
(3) Solid waste;
(4) Drainage;
(5) Potable water;
(6) Parks and recreation.

Public notice means the legal advertisement given of an action or proposed action of the city commission as set forth in these regulations or applicable statute of the state.

Public, semi-public uses means those primary and secondary uses listed under the P (Preservation), R/OS (Recreation/Open Space), I (Institutional), and T/U (Transportation/Utility) zoning districts.

Rear lines means those lines adjoining lots or alleys in the rear.

Recreation area or space (private) means an accessory use consisting of one or more areas, enclosed with a structure and/or open, devoted to the active and/or passive recreational enjoyment of one or more persons residing within the principal use to which it is accessory. When developed and/or equipped for various recreational pursuits, the areas shall not be allowed for any other required site uses except open and/or rear building setback areas.

Religious institution use means a site, premise, or location that is used principally, primarily, or exclusively for the purposes of religious exercise as protected by the Religious Land Use and Institutionalized Persons Act.

Residential structure means a structure whose use will be for a single-family home, two-family (duplex), three-family dwelling units, or multifamily dwellings inclusive of apartment house, a townhouse, a condominium, or any type of dwelling unit.

Residential use or property means a building, site, or structure whose use will be for a single-family, two-family (duplex), three-family dwelling or multifamily dwellings.

Restaurant means an establishment where food is ordered from a menu, prepared and served for pay, for consumption on the premises but not a drive-in restaurant.

Restaurant, drive-in means any food or beverage dispensing operation at retail to the general public where the public is served while remaining in automobiles or other motor vehicles.

Retail establishment means any facility where the primary use is the sale of goods or merchandise to the general public. Limited processing or assembly may be permitted as accessory to the selling activity.

Rezoning, an amendment to the zoning map which changes the zoning classification of a parcel or parcels of land.

Right-of-way means the area of a highway, road, street, way or parkway or other such strip of land reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain or any other legal means.

Satellite antenna means any parabolic or spherical antenna which receives television or other signals from orbiting satellites or other devices. The height of a ground-mounted antenna shall be the maximum height to which it is capable of being raised and shall be measured from the highest point of the finished grade of the roof adjacent to the structure. A satellite antenna shall be considered as an accessory structure when it is not part of a public utility. A web or mesh type antenna is an antenna primarily constructed of a web or mesh material so that it does not substantially impair visibility. A ground mounted or "short pole" installation denotes a pole of nine feet or less in height. A "long pole"

installation denotes a pole of greater than nine feet in height which is braced to the side of a building for added rigidity.

Sediment means the mineral or organic particulate material that is in suspension or has settled in surface waters or groundwaters.

Service station. (See "automobile gas station and automobile service station.")

Shrub means a low growing perennial, woody or evergreen plant with persistent stems.

Side lines means those lines between lots facing the same street or alley.

Special care facility means an institution such as a hospital, nursing home, or similar type of facility established for the care of non-ambulatory patients or clients who require special provisions for emergency evacuation. Community residential homes providing care for non-ambulatory clients requiring special provisions for emergency evacuation are specifically included in this definition for regulatory purposes.

Special event means an approved activity that can be either recurring or non-recurring. Such event is usually for a short duration of time and is usually an entertainment, education, cultural, or neighborhood event including, but not limited to, activities such as organized neighborhood yard sales, neighborhood block parties, wedding receptions on the beach, spaghetti dinners, special beach events, beach clean-ups, outdoor concerts and movies, outdoor morning markets, bazaars, parades, and carnivals. Such events extend beyond the normal uses and standards allowed by the land development regulations of the city.

Special exception means a use that would not be appropriate generally or without restriction throughout the zoning district, but which, if controlled as to number, area, location, and relation to the neighborhood, would promote the public health, safety, welfare, order, comfort, convenience, appearance or prosperity and is permissible. Such uses may be in accordance with the procedures as set forth in this Code.

State means the State of Florida and all its duly appointed agencies.

Statement of zoning *compliance* means a statement issued by the city manager or designated representative of the city setting forth that the permitted construction has been completed in compliance with the approved plans and specifications and conforms with all provisions of the land development regulations.

Store, convenience means a small retail establishment which sells a general line of goods and products intended for the convenience of surrounding residents and whose gross floor area does not exceed 3,000 square feet.

Store, retail means an establishment which sells goods or products directly to the public for compensation.

Stormwater means the flow of water which results from, and that occurs immediately following a rainfall.

Stormwater management system means the system, or combination of systems, designed to treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater on, through and from a site.

Stormwater runoff means that portion of the stormwater that flows from the land surface of a site either naturally, in manmade ditches, or in a closed conduit system.

Street means any thoroughfare, street, avenue, boulevard, highway, parkway or space which may or may not be dedicated or deeded to the public for use and which

affords the principal means of access to abutting property for the purposes of vehicular travel.

Street, arterial (major) means streets and highways serving major metropolitan activity centers, the highest traffic volume corridors, the longest trip desires, and a high proportion of total urban area travel on a minimum of mileage. Service to abutting land should be subordinate to the provision of travel service to major traffic movements. This system carries the major portion of trips entering and leaving an urban area, as well as the majority of through movements desiring to bypass the central city, and normally will carry important intra-urban as well as intercity bus routes.

Street, arterial (minor) means streets and highways interconnecting with and augmenting the urban principal arterial system and providing service to trips of moderate length at a somewhat lower level of travel mobility. The system places more emphasis on land access and distributes travel to geographic areas smaller than those identified with the higher system. It includes all arterials not classified as major.

Street, collector means streets penetrating neighborhoods, collecting traffic from local streets in the neighborhoods, and channeling it onto the arterial system. A minor amount of through traffic may be carried on collector streets, but the system primarily provides land access service and carries local traffic movements within residential neighborhoods, commercial and industrial areas. It may also serve local bus routes.

Street, expressway means a street which is to be used only for the movement of vehicles providing for no vehicular or pedestrian access to abutting property except at permitted, authorized and controlled points. The acquisition of right-of-way for expressways includes the acquisition of access rights thereto.

Street, limited access means a highway or freeway which does not permit access except at authorized and controlled points. The acquisition of right-of-way for such highways or freeways usually includes the acquisition of access rights thereto. Access may also be limited through methods other than acquisition of access rights.

Street, local means streets not classified in a higher system, primarily providing direct access to abutting land and access to the higher systems. They offer the lowest level of mobility and usually carry no bus routes. Service to through traffic is deliberately discouraged.

Street, marginal access means a street which is parallel and adjacent to an expressway, arterial or limited access street or in the immediate vicinity of such streets and which has as its principal purpose of relieving such street from local service of abutting property by providing protection from conflicts with through traffic. A marginal access street may also be called a frontage street.

Street, private means any street existing prior to or at the time of adoption of this Code which has not been dedicated for public use and not accepted for ownership or maintenance by the appropriate public agency. After adoption of the ordinance from which this chapter was derived, private streets shall be limited to property under single ownership or a property owners' association.

Street, public means any street designed to serve more than one property owner which is dedicated to the public use and accepted for ownership and maintenance by the appropriate public agency; includes any street right-of-way dedicated to the public prior to or at the time of adoption of the ordinance from which this chapter was derived. Streets controlled by a property owners' association may be retained as private streets by the

association as long as the association accepts the obligation for complete control and maintenance. A street designed to serve more than one property owners' association must be public.

Street wall means the part of a building that faces the street, but it generally refers to how and where several buildings line up to define a proper walking environment. At the most basic level, buildings should be set back an equal distance so that facades are even for as far as a pedestrian can see. A street wall helps to promote walking over automobile use by fostering a feeling of safety. Because the upper floors of urban buildings define an enclosed visual space for the pedestrian, they expand the view down the street.

Structural alteration means any change, except the repair or replacement, in the supporting members of a building such as bearing walls, columns, beams or girders; or the rearrangement of interior partitions and/or space affecting more than 20 percent of the total floor area of the building.

Structure means a walled and roofed building that is principally above ground, a manufactured home or other manmade facilities or infrastructures including, but not limited to fences, billboards, swimming pools, docks, poles, pipelines, transmission lines, tracks and advertising signs. A lawfully permitted mailbox, as provided for in subsection 68-458(e), shall not be deemed to be a structure.

Subdivision means the division of real property into two or more lots, parcels, tracts, tiers, blocks, sites, units or any other division of land, or if the establishment of new streets and alleys is involved, any division of such parcel. The term includes resubdivisions and, when appropriate to the text, relates to the process of subdividing or to the lands or area subdivided; however, the following shall be exempt:

(1) The public acquisition of strips of land for the widening of existing streets;

(2) The combination or recombination of portions of previously platted lots where no new parcels or residual parcels smaller than any of the original lots are created;

(3) The division of land into parcels greater than one and one-fourth acres where no new streets or easements of access are planned;

(4) The transference of part of one lot or tract to an adjacent lot or tract provided the transference does not reduce any lot or tract to an area or width less than the minimum specified in this chapter.

Submerged land means the land area situated below the mean high water line of a standing body of water, including ocean, estuary, lake, pond, river or stream. For the purpose of this definition retention areas that are a function of development and wetlands shall not be considered submerged land.

Survey, certified means a survey, sketch, plan, map or other exhibit containing a written statement regarding its accuracy or conformity to specified standards certified and signed by the registered surveyor under whose supervision the survey was prepared.

Surveyor means a person licensed by the state to practice land surveying.

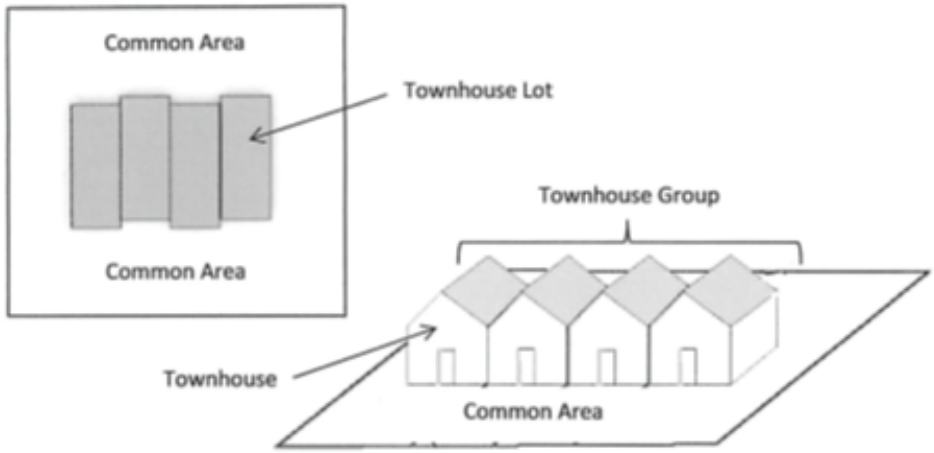
Temporary means a time period of not more than 90 days.

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guyed towers or monopole towers. The term includes radio and television transmission/relay towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures and the like. The term includes the structure and any support thereto.

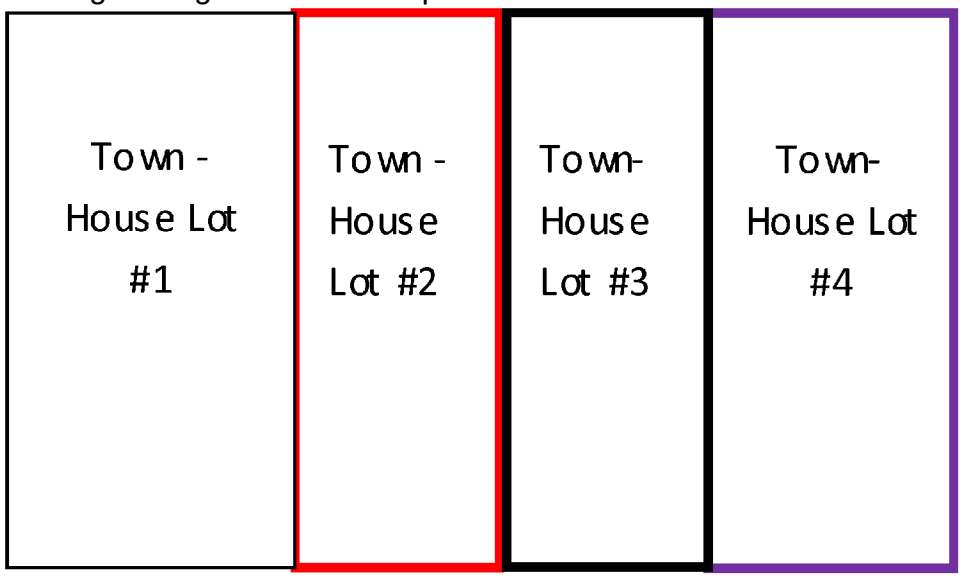
Townhouse or *townhouse unit* means an attached, privately owned single-family dwelling unit which is a part of and adjacent to other similarly owned single-family dwelling units that are connected to but separated from one another by no more than two party walls having no doors, windows, or other provisions for human passage or visibility. A townhouse or townhouse unit may only be developed with one dwelling unit.

Townhouse development means a site for the design and development of townhouse group(s) that allow for individual ownership of a townhouse or townhouse unit.

Example #1: Townhouse Development with Common Areas



Example #2: Townhouse Development without Common Area.
The individual townhouse lots encompass all of the land in the townhouse development. Typically, there are easements recorded with the townhouse lots to ensure utility services and ingress/egress access is provided to each townhouse lot.



Townhouse group means a cluster or grouping of townhouse units containing no less than three and no more than ten townhouse dwelling units contiguous to one another. A townhouse group or groups are located in a townhouse development. The townhouse group consists of the attached townhouse units in one structure.

Townhouse lot means a recorded and deeded lot upon which a townhouse or townhouse unit is developed. Only one townhouse unit may be constructed on a townhouse lot.

Use, accessory. (See "accessory use.")

Use, principal. (See "principal use.")

Vehicle means a conveyance for persons or materials, as may be licensed by the state.

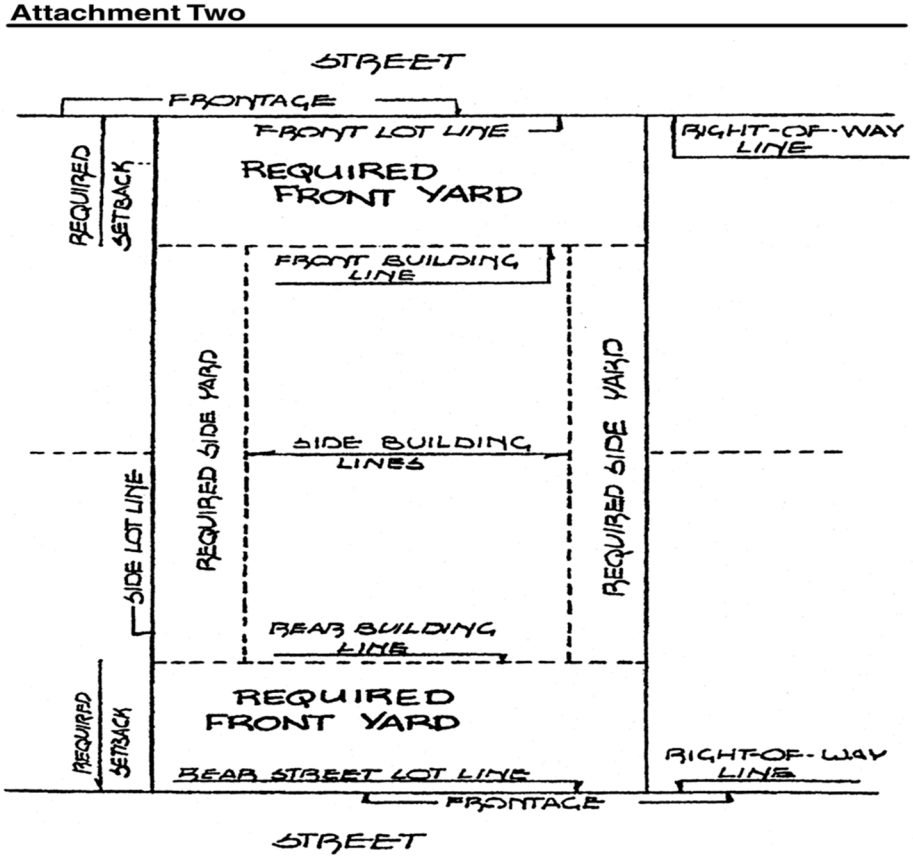
Yard means that open area of a lot or parcel which is provided as a setback and is unoccupied by any structure.

Yard, required front means a yard extending across the full width of the lot or parcel measured along the frontage from the building setback line. (See Attachment Two.)

Yard, required rear means a yard extending across the full side line width of the lot or parcel and measured between the rear line of the lot or parcel and the building setback line. (See Attachment Two).

Yard, required side means a yard extending along and parallel to the side line and building setback line and located between the required front, rear or waterfront yards. (See Attachment Two).

Attachment Two



Yard, waterfront means a yard or any portion thereof on lots abutting a waterfront and extending across the full width of the lot or any portion thereof or parcel and measured from the mean high water line, property line or seawall, whichever is closer and the building setback line.

Zoning means the division of land within a jurisdiction into separate districts within which uses are permitted, prohibited or permitted as a special exception. Brief definitions of the different types of uses and structures as relates to zoning are explained in the article VI. Zoning establishes site regulations, such as building heights, density, floor area ratio, setbacks, building coverage, impervious surface ratio, etc.

Zoning districts are established to promote compatible patterns of land use within the city limits. Zoning districts also establish site development regulations and performance standards appropriate to the purposes and the uses allowed in each district. Distinct zoning districts exist for residential, resort, commercial, recreation/open space, etc. uses.

SECTION 3. That section 68-463 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-463. Miscellaneous lot regulations.

(a) *Structures over water.* No structures shall be erected or constructed beyond the established seawall or seawall line of any body of water except docks, davits, public boardwalks and/or boat lifts.

(b) *Lot excavation.* No person, firm or corporation shall strip, excavate or otherwise remove soil, sand, shale or gravel for sale or use and thereby create a borrow pit except in connection with the construction or alteration of a building permitted by the issuance of a building permit on such premises and excavation or grading incidental thereto.

(c) *Lot frontage.* Every lot in every zoning district shall have the required frontage on a public or approved private street. An approved private street shall be a street constructed according to the requirements and specifications of the city building department and shall meet all engineering standards for public streets within the city. Upon complying with such requirements, the street shall become an approved private street after approval by the city commission.

SECTION 4. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 5. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 6. CODIFICATION.
Sections 2-3 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the

substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 7. EFFECTIVE DATE.
This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 26th day of March, 2024.

SECOND READING and PUBLIC HEARING on the __ day of ___, 2024.

PUBLISHED in the Tampa Bay Times on the __ day of ___, 2024.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ___ day of _____, 2024 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE 2024-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING ARTICLE I. – IN GENERAL SECTION 68-2 "DEFINITIONS" TO ADD A DEFINITION FOR PUBLIC BOARDWALK; AMENDING SECTION 68-463 "MISCELLANEOUS LOT REGULATIONS" TO INCLUDE A PUBLIC BOARDWALK AS AN ALLOWED STRUCTURE OVER WATER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ 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. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation. Part II of Chapter 163 exempts ordinances related to land development regulation. Chapter 68 is included within the Land Development Regulations of the City of Treasure Island.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

N/A

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any: (1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; (2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and (3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. (4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

D. Additional information the governing body deems useful (if any):N/A

LOCAL PLANNING AGENCY
RESOLUTION NO. 2024-03

A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING ARTICLE I. – IN GENERAL SECTION 68-2 "DEFINITIONS" TO ADD A DEFINITION FOR PUBLIC BOARDWALK; AMENDING SECTION 68-463 "MISCELLANEOUS LOT REGULATIONS" TO INCLUDE A PUBLIC BOARDWALK AS AN ALLOWED STRUCTURE OVER WATER.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulation amendments; and

WHEREAS, on March 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on March 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2024-05 amending Chapter 68, Zoning Regulations and has considered the information received at said public hearing; and

WHEREAS, on March 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2024-05 to the City Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, Florida, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set forth in Exhibit "A", Ordinance 2024-05, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 21st Day of March 2024.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

03-21-2024
Date

AGENDA ITEM NO. J.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

First Reading and Public Hearing on Ordinance 2024-03, Amending Section 3-4 “Proximity of Establishments to Church or School – Exception” by removing the 50-room requirement for hotels from the exception; amending Section 68-484 “Accessory Uses in Motels or Hotels” by removing the 50-room requirement from the incidental services and clarifying alcoholic beverage establishments for accessory uses in motels or hotels

BACKGROUND:

Chapter 68, Section 68-484 states that incidental services used in connection with either motels or hotels, including cigar and candy stands, restaurants and lounges, personal service shops and similar uses, may be permitted by special exception of the planning and zoning board provided at least 50 hotel/motel units shall be contained within the building.

The City has evaluated the requirement for 50 hotel/motel rooms for certain accessory uses and determined that the 50-room requirement is associated with Section 561.20, Florida Statutes “Limitation of number of licenses issued” which dates back to at least 1949 and limited the number of liquor licenses per city or town based on the number of residents. Section 561.20, Florida Statutes has been amended over time and currently states that the limitation on the number of licenses does not prohibit the issuance of a special license to a hotel or motel with greater than 100 rooms in a county with a population of 50,000 residents or more.

Chapter 79-554, Laws of Florida, also provided a limitation on alcohol licenses to hotels in Pinellas County. However, through research and consultation with the Pinellas County Attorney's Office, it was determined that Chapter 79-544, Laws of Florida, is no longer on effect.

POLICY/PURPOSE:

To update the Land Development Regulations to be more consistent with current statutes.

STRATEGIC PLAN RELEVANCE:

Goal 1: Foster a vibrant business community

Objective 2: Implement the Economic Development Vision

Bold Action 2: Update the City's Comprehensive Plan, local ordinances, and Land Development Regulations

ANALYSIS/DISCUSSION:

Based on the City's analysis it has been determined that the 50-room requirement outlined in Section 68-484 is outdated and associated with liquor laws that that are regulated by the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages, and Tobacco (DABT) pursuant to Sections 561.02 and 561.08, Florida Statutes.

The City has also determined that the 50 room requirement limits accessory uses in hotels and motels that may otherwise be permitted by special exception. Therefore, the City is recommending removal of the 50-room requirement for incidental services in hotels and motels and clarifying additional regulations related to this restriction.

FUNDING:

It is typically difficult to project the economic impact of land use change, but staff feels this change would result in a positive economic impact. This change would likely make it easier for the smaller hotels that Treasure Island is known for, to expand and diversify their revenue streams and build upon sustainable business practices. Such amenities that can be provided with this land use change, which will not in any significant way undermine or deteriorate adjoining properties nor the City at large, will likely result in more consumer spending at these locations.

For generations families and individuals have been returning to Treasure Island every summer. This change that would allow hotels to enhance their customers' experiences, would work to ensure current and future generations too will return to Treasure Island.

MOTION: I move to approve Ordinance 2024-03 and scheduling it for second reading and final public hearing on April 16, 2024.

ATTACHMENTS:
Ordinance 2024-03 removing 50 room limitation (02683627).docx
Ordinance_2024-03_Business_Impact_Statement.docx
ORD 2024-03 Affidavit.pdf
Signed LPA Resolution 2024-02.pdf

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING SECTION 3-4 "PROXIMITY OF ESTABLISHMENTS TO CHURCH OR SCHOOL—EXCEPTION" BY REMOVING THE 50 ROOM REQUIREMENT FOR HOTELS FROM THE EXCEPTION; AMENDING SECTION 68-484 "ACCESSORY USES IN MOTELS OR HOTELS" BY REMOVING THE 50 ROOM REQUIREMENT FROM THE INCIDENTAL SERVICES AND CLARIFYING ALCOHOLIC BEVERAGE ESTABLISHMENTS FOR ACCESSORY USES IN MOTELS OR HOTELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, the language in Chapter 68, Section 68-484 has been codified in the City of Treasure Island Ordinances since 1961; and

WHEREAS, Section 68-484 states that incidental services used in connection with either motels or hotels, including cigar and candy stands, restaurants and lounges, personal service shops and similar uses, may be permitted by special exception of the planning and zoning board provided at least 50 hotel/motel units shall be contained within the building; and

WHEREAS, the City has evaluated the requirement for 50 hotel/motel rooms for certain accessory uses and determined that the 50-room requirement is associated with Section 561.20, Florida Statutes "Limitation of number of licenses issued" which dates back to at least 1949 and limited the number of liquor licenses per city or town based on the number of residents; and

WHEREAS, between 1959 and 1960 Section 561.20(2), Florida Statutes was amended and increased the room requirement for the issuance of a special license to a hotel or motel; and

WHERESAS, Section 561.20(2), Florida Statutes currently states that the limitation on the number of licenses does not prohibit the issuance of a special license to a hotel or motel with greater than 100 rooms in a county with a population of 50,000 residents or more; and

WHEREAS, Section 561.20 governs the number and type of licenses issued; and

WHEREAS, the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages, and Tobacco (DABT), is the agency charged with issuing alcohol beverage licenses and regulating state alcohol beverage laws pursuant to Sections 561.02 and 561.08, Florida Statutes; and

WHEREAS, also Chapter 79-554, Laws of Florida, provided a limitation on alcohol licenses to hotels in Pinellas County; and

WHEREAS, through research and consultation with the Pinellas County Attorney's office, it was determined that Chapter 79-554, Laws of Florida, is no longer in effect; and

WHEREAS, the City has determined that the 50-room requirement is outdated and that liquor licenses for hotels/motels are regulated by other governmental agencies; and

WHEREAS, the City has also determined that the requirement limits accessory uses in hotels of less than 50 rooms that may otherwise be permitted by special exception; and

WHEREAS, the Local Planning Agency met on March 21, 2024, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable; and

WHEREAS, the City Commission wishes to amend Chapter 68 titled "Zoning Regulations" of the City Code of Ordinances to remove the 50-room requirement for certain accessory uses in motels or hotels; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interest of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The above recitals are true, correct, and incorporated by reference.

SECTION 2. That Section 3-4 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 3-4 - Proximity of establishments to church or school—Exception.

No license shall be granted for any location which is closer than 300 feet from any public school building. This provision shall not apply to licenses for retail liquor or package stores when located within a hotel ~~of~~ 50 ~~rooms or more~~.

SECTION 3. That Section 68-484 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-484. - Accessory uses in motels or hotels.

(a) Incidental services used in connection with either motels or hotels, including ~~cigar and candy stands,~~ restaurants, alcoholic beverage establishments and ~~lounges,~~

personal service stores ~~shops~~ and similar uses, may be permitted as allowed in the zoning district, by special exception of the planning and zoning board provided the following conditions are fulfilled:

(1) ~~At least 50 hotel/motel units shall be contained within the building group.~~

~~(2)~~ Not more than ten percent of the total floor area within the buildings shall be so used.

(2~~3~~) All such incidental services shall be situated within the principal building.

(b) Incidental services used in conjunction with either ~~small~~ hotels or motels ~~of less than 50 units~~ are permitted as an accessory use, provided the following conditions are fulfilled:

(1) Such incidental services shall be related to the needs of motel or hotel guests and may include tobacco products, snack and candy items, newsstand, pool and beach supplies and similar items.

(2) Not more than 200 square feet of the total floor area of the principal building shall be so used.

SECTION 4. SEVERABILITY.

It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 5. CONFLICT.

All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 6. CODIFICATION.

Sections 2 and 3 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the __ day of ___, 202_.

SECOND READING and PUBLIC HEARING on the __ day of ___, 202_.

PUBLISHED in the Tampa Bay Times on the day of , 202_.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the __ day of ____, 202_ by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

Approved as to form:

_____
Jennifer R. Cowan, City Attorney

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORDINANCE 2024-03

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING SECTION 3-4 "PROXIMITY OF ESTABLISHMENTS TO CHURCH OR SCHOOL—EXCEPTION" BY REMOVING THE 50 ROOM REQUIREMENT FOR HOTELS FROM THE EXCEPTION; AMENDING SECTION 68-484 "ACCESSORY USES IN MOTELS OR HOTELS" BY REMOVING THE 50 ROOM REQUIREMENT FROM THE INCIDENTAL SERVICES AND CLARIFYING ALCOHOLIC BEVERAGE ESTABLISHMENTS FOR ACCESSORY USES IN MOTELS OR HOTELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ 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. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation. Part II of Chapter 163 exempts ordinances related to land development regulation. Chapter 68 is included within the Land Development Regulations of the City of Treasure Island.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

The Ordinance changes to Chapter 3 do not fall under an exception.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; N/A

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): The proposed Ordinance will allow more options for accessory uses in hotels of less than 50 rooms.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: Approximately up to 40 businesses could be impacted by the proposed Ordinance (depending on current and allowed density).

D. Additional information the governing body deems useful (if any): N/A

0000335003-01

Tampa Bay Times
Published Daily

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

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE NO 2024-03** was published in said newspaper by print in the issues of: **3/13/24** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this **03/13/2024**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced

Notary Public State of Florida
Carol A. Chewning
My Commission HH 377776
Expires 3/23/2027

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold first reading and public hearing on the following ordinance:

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING SECTION 3-4 "PROXIMITY OF ESTABLISHMENTS TO CHURCH OR SCHOOL—EXCEPTION" BY REMOVING THE 50 ROOM REQUIREMENT FOR HOTELS FROM THE EXCEPTION; AMENDING SECTION 68-484 "ACCESSORY USES IN MOTELS OR HOTELS" BY REMOVING THE 50 ROOM REQUIREMENT FROM THE INCIDENTAL SERVICES AND CLARIFYING ALCOHOLIC BEVERAGE ESTABLISHMENTS FOR ACCESSORY USES IN MOTELS OR HOTELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE.

A first reading and public hearing on the ordinance will be held on Tuesday, March 26, 2024, at 6:00 PM in the Treasure Island New City Hall Commission Chambers, 10451 Gulf Boulevard, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island New City Hall, 10451 Gulf Boulevard, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Celine Kidwell, City Clerk

03/13/24 0000335003-01

LOCAL PLANNING AGENCY
RESOLUTION NO. 2024-02

A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING ARTICLE VII. – SUPPLEMENTARY LOT AND USE REGULATIONS SECTION 68-484 "ACCESSORY USES IN MOTELS OR HOTELS" REMOVING THE 50 ROOM REQUIREMENT ON ACCESSORY USES IN MOTELS OR HOTELS.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulation amendments; and

WHEREAS, on March 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on March 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2024-03 amending Chapter 68, Zoning Regulations and has considered the information received at said public hearing; and

WHEREAS, on March 21, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2024-03 to the City Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, Florida, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set forth in Exhibit "A", Ordinance 2024-03, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 21ST DAY OF MARCH 2024.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

03-21-2024
Date

AGENDA ITEM NO. J.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Stacy Boyles, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Approve Two (2) Grant Amendments for the Treasure Bay Living Shoreline Project

BACKGROUND: The City entered into two grant agreements for the Treasure Bay living shoreline project.

- Tampa Bay Estuary Program Grant: Attachment B
  - Effective Date June 16, 2020. First amendment effective date December 4, 2021
  - Provides a total of $202,099 to go towards the project design, construction of the first 500 feet of living shoreline, pond restoration and educational signage.
- Resilient Florida Grant: Attachment D
  - Effective date June 23, 2033
  - Provides a total of $1,495,000 towards design and construction of the living shoreline, berm, boardwalk, and restoration of ponds.

POLICY/PURPOSE: Request to the City Commission to approve grant contract amendments for the Treasure Bay Living Shoreline project.

STRATEGIC PLAN RELEVANCE: Goal 3 of the City's Strategic Plan is to *"Proactively maintain and improve infrastructure that meets the future needs of the City".*

ANALYSIS/DISCUSSION: **Tampa Bay Estuary Program Grant 2nd Addendum**

Due to the extensive permitting duration, a no-cost time

extension is needed to the grant agreement provided by the Tampa Bay Estuary Program. In addition to extending the task deadlines, the second addendum re-distributes task funding, but does not change the total funds being provided.

Florida Department of Environmental Protection - Resilient Florida Grant 1st Addendum

The addendum does not change the task requirements or the funding provided. It provides updates to standardized terms and conditions, which are listed below.

- Standard Grant Agreement Form: The title has been updated here and throughout the Grant Agreement to include the City/County name and to meet the 60-character maximum requirements.
- Attachment 1, Standard Terms and Conditions:
    - 8e. Rural Communities and Rural Areas of Opportunity section added.
    - 8f. State Funds Documentation section was added to indicate requirements if a Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S.
    - Updates to the links in 8(d) and 8(j)
    - 25. Investing in America section was added to indicate provisions for Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act
- Attachment 2, Special Terms and Conditions:
    - Common carrier language has been added as item 14.
    - Language added to match requirements section.
    - Section 10. Retainage updated to “No retainage is required under this Agreement”.
    - Removed “Documentary Evidence Requirement for Subcontractor(s)” that was located in section 15. Additional Terms.
- Attachment 3, Grant Work Plan
    - Formatting of the deliverables has been updated into bullet point format and deliverable language has been modified.
    - *Performance Measures* language updated to define partial, full, incomplete deliverables and remove Exhibit A, Progress Report Form being accepted as an interim deliverable.
    - *Payment Request Schedule* language updated to remove acceptance interim payments.
    - Exhibit A for all reporting periods dating back to the Agreement Begin Date required with Payment

requests language added.

- Attachment 5, Special Audit Requirements
  - Updated link under #4 in Part 1: Federally Funded
  - Updated link in last paragraph on page 6.
- Attachment 6, Program-Specific Requirements
  - Item #1 and items #8-12 were added to provide clarification on Program-specific exhibits and forms that we provide to grantees.
  - Item #2 has been updated.
- Attachment 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements
  - Template updated "in order to clarify when permits are required and to remove language requesting data from the contractor/grantee that is no longer necessary to request, as the information can be obtained from our end."
- Exhibit A, Progress Report Form
  - Updated Progress Report Form link.
- Exhibit F, Final Report
  - Minor language edits were made so the Department could combine the planning and implementation version of the templates.
- Exhibit H, Contractual Services Certification
  - Subcontractor name field added.
- Exhibit J, Common Carrier Attestation
  - This Exhibit is now required for the Grant Agreement and the Exhibit needs to be sent back to the Department after execution. Please return this form within thirty (30) days following full execution.

FUNDING: No funds are requested at this time.

MOTION: I move to approve / deny the first amendment to the contract 22FRP08 with the Florida Department of Environmental Protection.

I move to approve / deny the second amendment to the contract with the Tampa Bay Estuary Program.

ATTACHMENTS:
Att A - TBERF 2nd Addendum.pdf
Att B - TBERF Contract 1st Addendum.pdf
Att C - 22FRP08 Res FL 1st Adendum.pdf
Att D - 22FRP08 Resilent FL Contract.pdf

SECOND ADDENDUM TO CONTRACT AGREEMENT
for
TREASURE BAY LIVING SHORELINE AND WATER QUALITY IMPROVEMENT PROJECT

This SECOND ADDENDUM is made and entered into this _____ day of March, 2024 by and between the TAMPA BAY ESTUARY PROGRAM (TBEP) and the CITY OF TREASURE ISLAND (CITY), hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated June 16, 2020 for funding assistance for the above-named project;

WHEREAS, the contract was amended via a FIRST ADDENDUM on December 4, 2021;

WHEREAS, additional time is required to complete the deliverables and measurable benefits described in the Scope of Work;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the Parties agree as follows:

1. The Parties agree to modify the project schedule and budget as follows;

Project Phase	First Amended Completion Date	First Amended Budget	Second Amended Completion Date	Second Amended Budget
Phase 1: Design and Permitting	12/31/2022	No Change ($35,000)	09/30/2024	$193,917
Phase 2: Construction	03/31/2024	$167,099	03/31/2025	$8,182
Agreement Expiration	03/31/2024	—	03/31/2025	—
Total	—	$202,099	—	No Change ($202,099)

2. All terms and conditions not specifically modified in this SECOND ADDENDUM shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this SECOND ADDENDUM to be executed by their officials thereunto duly authorized.

Tampa Bay Estuary Program **City of Treasure Island**

By:

Ed Sherwood, Executive Director

Date:

By:

J. Tyler Payne, Mayor

Date:

CONTRACTOR AGREEMENT
BETWEEN
THE TAMPA BAY ESTUARY PROGRAM
AND
THE CITY OF TREASURE ISLAND
FOR
TREASURE BAY LIVING SHORELINE AND WATER QUALITY IMPROVEMENT PROJECT

THIS AGREEMENT is entered into this 16th day of June, 2020 by and between the Tampa Bay Estuary Program (TBEP) and the City of Treasure Island, hereinafter referred to as the CITY.

W I T N E S S E T H:

WHEREAS, the CITY desires funding assistance from TBEP for the Treasure Bay Living Shoreline and Water Quality Improvement Project; and

WHEREAS, TBEP and the CITY have reached an understanding on the type, extent and quality of services to be rendered and the amount and method of compensation to be paid to the CITY and the law requires said agreement to be reduced to writing;

NOW, THEREFORE, in consideration of the mutual terms, covenants, representations, and conditions herein contained, the parties agree as follows:

1. Covenant for Services.

The TBEP does hereby wish for the CITY to perform the services identified in the Scope of Work, Exhibit "A", attached hereto, and the CITY does hereby agree to perform such services hereinafter referred to as the "PROJECT", for the TBEP upon the terms and conditions set forth in this agreement.

2. Scope of Services.

Upon receipt of written notice to proceed from TBEP, the CITY shall perform the services necessary to complete the PROJECT in accordance with the CITY'S Scope of Work set forth in Exhibit "A". Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the TBEP and the CITY prior to being performed by the CITY. The CITY shall be solely responsible for managing and controlling the PROJECT. Once the TBEP accepts the deliverables specified in the Scope of Work, the obligation of the CITY is considered complete. The CITY shall provide to the TBEP, upon completion of the PROJECT, one (1) electronic copy of the Final Project Report in a format approved by the TBEP.

3. Project Managers.

In order to assure proper coordination and review throughout the term of this agreement,

TBEP shall designate a Project Manager who shall be the person with whom the CITY shall communicate. The Project Manager shall be responsible for transmitting and receiving information and will interpret and communicate all TBEP decisions which are pertinent to this agreement to the CITY. The Project Manager will meet with the CITY as necessary to provide guidance. The Project Manager for TBEP shall be Maya Burke, 263 13th Avenue South, Suite 350, St. Petersburg, Florida 33701, mburke@tbep.org. The CITY shall designate Stacy Boyles, 120 108th Avenue, Treasure Island, FL 33706, stacy.boyles@mytreasureisland.org with whom the TBEP Project Manager can coordinate.

4. Consideration.

a) The TBEP will make available to CITY a sum not to exceed One Hundred Seventy-Three Thousand Two Hundred Twenty-Four ($173,224.00) Dollars.

b) The CITY shall submit its invoices to the TBEP at specific PROJECT Milestone Dates as provided in Exhibit "A". The TBEP shall review each invoice submitted by the CITY and TBEP shall make payment to the CITY in accordance with this Agreement when the TBEP determines that the Measurable Benefit(s) associated with a PROJECT Milestone as set forth in Exhibit "A" Scope of Work have in fact been achieved. The CITY acknowledges and agrees that it has no right to payment until TBEP determines that the Measurable Benefit(s) for that phase have been achieved. The TBEP may not unreasonably withhold final payment once the deliverables have been approved.

c) The CITY shall provide TBEP with a quarterly report describing the progress of the PROJECT, adherence to the performance schedules and any developments affecting the PROJECT. The CITY shall promptly advise the TBEP of issues that arise that may impact the successful and timely completion of the PROJECT.

d) Upon request by the TBEP, the CITY shall provide the TBEP with copies of reports, models, studies, maps or other documents resulting from the PROJECT.

e) The CITY shall submit the final invoice for payment to TBEP no more than sixty (60) days after the PROJECT is complete and all deliverables have been delivered. Payments shall be made to the CITY within sixty (60) days of receipt of the invoices with adequate supporting documentation to satisfy auditing purposes.

f) Invoices requesting payment must be sent to the Project Manager at the following address:

Maya Burke
Science Policy Coordinator
Tampa Bay Estuary Program
263 13th Avenue South, Suite 350
St. Petersburg, Florida 33701
mburke@tbep.org

g) It is understood by the parties that the CITY is responsible for the appropriate

expenditure of the funds provided to it by the TBEP and shall only expend such funds pursuant to the terms and conditions of this agreement and shall not utilize such funds for any other purpose.

5. Payment Limitations.

Project costs incurred prior to the effective date of this agreement are not fundable under this agreement.

6. Independent Contractor Status.

The CITY acknowledges that it will provide services contemplated pursuant to this agreement, and that it is neither an agent, employee, partner nor joint venture of or with the TBEP. No work area, supplies, telephone lines, equipment or other resources shall be supplied to the CITY by TBEP. In addition thereto, both parties acknowledge that this agreement is for their mutual benefit and is not intended to create any third-party beneficiary rights or obligations.

7. Requirements of Section 287.058, Florida Statutes.

The CITY agrees:

a) To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

b) Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes.

c) To provide units of deliverables, as specified in this Agreement and the Scope of Work, to be received and accepted by the Project Manager prior to payment.

d) To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this Agreement.

8. Contract Data, Documents, Patent, and Copyrights.

All documents and data including draft, interim, and final reports developed, created or written by the CITY shall be the property of the CITY. TBEP's use of the data, reports or other work product generated by the CITY pursuant to this Agreement shall be at the risk of TBEP, and CITY makes no representations or warranties as to the correctness of the material when used for unrelated purposes.

9. Audits and Records.

The CITY agrees:

a) To maintain books, records, and documents (including electronic storage media) in

accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the TBEP under this agreement.

b) To assure that these records shall be subject at all reasonable times to inspection, review, audit, or copy by TBEP personnel and other personnel duly authorized by the TBEP.

c) To include these aforementioned audit and record keeping requirements in all subcontracts.

10. Retention of Records.

The CITY agrees:

a) To retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of three (3) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

b) TBEP shall have full access to and the right to examine any of said records and documents during said retention period.

11. Public Access to Records.

The CITY acknowledges that all said documents regarding the PROJECT, as well as all of the documents, papers, letters or other material prepared and completed, made or received in conjunction with this Agreement, are subject to the provisions of Chapter 119, Florida Statutes and shall be made available to the public at the CITY's custodial, to-wit: 120 108th Avenue, Treasure Island, FL 33706.

12. Funding Recognition.

The CITY shall ensure that TBERF funding is recognized in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to TBEP approval. If construction is involved, the CITY shall ensure that signage is placed at the PROJECT site that recognizes funding for this PROJECT provided by the TBERF.

13. Permits and Real Property Rights.

The CITY shall ensure that all permits, local government approvals and all real property rights necessary to complete the PROJECT are obtained prior to commencing any construction involved in the PROJECT.

14. Period of Agreement.

This agreement shall begin on July 1, 2020 and end on June 30, 2024, inclusive, or upon satisfactory completion of the PROJECT, whichever occurs first. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the CITY, the CITY'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist.

15. Indemnification.

To the extent permitted by Section 768.28, Florida Statutes, and without waiving sovereign immunity, the CITY shall be liable for and shall indemnify, defend, and hold harmless the TBEP and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising from the negligent acts or omissions by the CITY, its agents, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

16. Members Liability.

No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member of the governing body or agent or employee of TBEP or the Board, nor any official executing this agreement shall be liable personally or be subject to any accountability for reasons of execution by the TBEP of this Agreement or any act pertaining thereto.

17. Default.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination' stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure for the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

18. Availability of Funds.

The performance by TBEP under this agreement shall be subject to and contingent upon the availability of moneys lawfully appropriated and applicable for the purposes of this Agreement.

19. Modification of Agreement.

This agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

20. Assignment.

This agreement may not be assigned by either party without the expressed written consent of the other. The parties each bind itself, its successors, assigns, and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained herein.

21. Subcontractors.

The CITY may not subcontract any portion of the work required by this Agreement, except as provided in Exhibit "A", without the written consent of TBEP.

22. Notices.

All notices and other communications received or permitted to be given under the Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the appropriate party at the following address or such other address as may be given to the parties:

a) Stacy Boyles
Assistant Director of Public Works
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706
stacy.boyles@mytreasureisland.org

b) Maya Burke
Science Policy Coordinator
Tampa Bay Estuary Program
263 13th Avenue South, Suite 350
St. Petersburg, Florida 33701
mburke@tbep.org

24. Remedies.

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between the TBEP and the CITY arising out of, or relating to, this Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the TBEP is located.

25. Governing Laws.

Nothing in this Agreement shall be effective if contrary to Florida law.

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida. Venue for any legal action brought hereunder shall be in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, as of the day and year first above-mentioned.

Tampa Bay Estuary Program

BY: _____ 6/23/2020
Ed Sherwood, Executive Director Date

City of Treasure Island

BY: _____ 6/16/20
~~Lawrence Lunn, Mayor~~ Deborah Toth, Vice Mayor Date

EXHIBIT A

Scope of Work
Treasure Bay Living Shoreline and Water Quality Improvement Project
2020 Tampa Bay Environmental Restoration Fund

Project Summary

Treasure Island will restore their waterfront at the Golf and Tennis Center into a functional living shoreline. The project will include public education, removing sections of seawall, installing seawall enhancement features, planting marsh grass and improving an existing pond (littoral shelves) to enhance water quality prior to entering Boca Ciega Bay. The City owns the Treasure Bay Golf and Tennis Center; this site is comprised of approximately 17 acres along Boca Ciega Bay. The City is undertaking the development of a Parks Master Plan to include the Treasure Bay facility. The goals within this plan are to enhance the site's resiliency by creating a living shoreline, restore the ecological function of the stormwater pond, provide public education as it relates to sustainability, and add additional recreational opportunities to connect the community with the natural environment.

This facility has an existing 2,300 linear feet of dilapidated seawall along the northern and eastern boundaries. Under this scope, the City will develop a multi-year plan, complete with design and specifications to replace portions of the seawall with a living shoreline. While this scope includes the construction of a living shoreline along the northern side of the property, the eastern shoreline, which is adjacent to a high wake zone of the intercostal waterway, will be designed for construction under a future project to create a living seawall which can protect the shoreline from boat wakes, while providing ecological benefits and local water quality improvement benefits by reducing the toe score associated with wave action. In addition, the golf course has two hydraulically-connected water hazard ponds, the south of which drains directly into Boca Ciega Bay; the City would like to improve the water quality entering the Bay by removing nutrient-laden sediment and installing littoral shelves and aeration within the northern pond. Native plants will be used to absorb nutrients and create wildlife refuges.

Financial support from TBERF will allow Treasure Island to develop a design that restores their entire shoreline at the Treasure Bay facility, create habitat and enhance biodiversity via construction of a living shoreline on the north end of the property, provide public education and a pilot project to be considered by residents and businesses, and improve water quality entering into Boca Ciega Bay. The City proposes to hold a public art contest to develop aesthetically-pleasing signage to be paired with educational information about the benefits and design components of living shorelines. The overall plan will entail more than one design (depending on the needs of the north versus eastern area) which will provide waterfront residents and businesses the opportunity to assess alternative nature-based shoreline treatments such as living shorelines and living seawalls. The overall Living Shoreline/Water Quality Improvement Project will provide a living shoreline community and contribute to the overall health and biodiversity of this portion of Boca Ciega.

Project Phases

Invoices can only be submitted upon completion of a Phase, and the invoiced amount should match the budgeted amount for that Phase. Invoices will be paid once the Project Manager has confirmed that the measurable benefit and deliverables as defined in the contract scope of work have been received.

1. **Project Phase/Measurable Benefit #1:** Design and Permitting, to be completed within **16 months** of Notice to Proceed.

   Phase 1 Summary, including Measurable Benefit: Required permit(s) for up to 2,300 linear feet of living shoreline and up to 700 linear feet of littoral shelves.

   Deliverables for Phase 1:
   - Quarterly/Phase Reports
   - Data collected (PLS signed and sealed topographic & bathymetric surveys, seagrass jurisdictional limits, and the geotechnical report) used to finalize the design plans.
   - Signed and sealed 100% design plans and associated specifications
   - A summary of public comments received related to the proposed design options.
   - Secured permit authorizations: USACE, SWFWMD, & Pinellas County

   Phase 1 Budget: TOTAL/$76,000.00 (**TBERF/$35,000.00**; CITY CASH/$35,000.00; CITY IN-KIND/$6,000.00)

   Phase 1 Description: Phase 1 will involve data collection including additional topographic and bathymetric survey data, performing a seagrass survey, collecting and analyzing geotechnical information along the seawall, and establishing the wetland jurisdictional limits within the property. Phase 1 also consists of habitat restoration design activities and the production of 30% through 100% design plans and specifications. This includes all the technical elements to construct the entire habitat restoration master plan for the completion of up to 2,300 linear feet of shoreline treatments (living shoreline and living seawall features), plus design improvement elements (e.g. sediment removal opportunities and the creation of the littoral shelves within the northern existing pond). As part of the design process, the City will solicit public outreach/involvement via a public information meeting; all relevant comments/input will be considered for inclusion into the design plans. Finally, regulatory permits will be secured (USACE, SWFWMD, & Pinellas County). This process includes formal pre-application meetings with these agencies as well as addressing any requests for additional information as part of their review and approval process.

2. **Project Phase/Measurable Benefit #2:** Littoral Shelf and Living Shoreline Construction, to be completed within **24 months** of Notice to Proceed.

Phase 2 Summary, including Measurable Benefit: Removal of 500 linear feet of seawall, replaced with a naturally-sloped living shoreline and creation of up to 700 linear feet of littoral shelves.

Deliverables for Phase 2:

- Quarterly Reports
- Final Report including:
  - Before, during, and after photographs
  - As-Built Drawings and Final Certifications
- A minimum of 1 presentation to the TBEP TAC, TBRRC, or similar.

Phase 2 Budget: TOTAL/$301,633.00 (**TBERF/$138,224**; CITY CASH/$158,832.00 CITY IN-KIND/$4,577.00)

Phase 2 Description: Phase 2 consists of constructing the littoral shelves (up to 700 linear feet, as appropriate) within the northern pond and installing the native wetland vegetation. These wetland plantings will employ volunteers from the community to provide educational opportunities and accomplish public buy-in. Any non-native vegetation will be removed prior to the installation of the native wetland plants. Phase 2 will also remove 500 linear feet of existing seawall and replace it with a living shoreline feature with native estuarine plants. Educational signage will be installed to describe the benefits of nature-based shoreline protection solutions and acknowledge the funding entities, including the TBEP.

Required Match

Source, amount and type (cash or in-kind) of match:

City Share (In-Kind): $10,577.00
City Share (Cash): $193,832.00

The CITY's matching funds come from ad valorem revenue and Stormwater Utility Assessments. Matching contributions will be documented in the final project report.

FIRST ADDENDUM TO CONTRACT AGREEMENT
for
TREASURE BAY LIVING SHORELINE AND WATER QUALITY IMPROVEMENT PROJECT

This AMENDMENT is made and entered into this 14 day of December, 2021 by and between the TAMPA BAY ESTUARY PROGRAM (TBEP) and the CITY OF TREASURE ISLAND (CITY), hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated June 16, 2020 for funding assistance for the above-named project;

WHEREAS, the sum made available in the existing agreement shall not exceed One Hundred Seventy-Three Thousand Two Hundred Twenty-Four ($173,224.00) Dollars; and

WHEREAS, additional funds in the amount of Twenty-Eight Thousand Eight Hundred Seventy-Five ($28,875) Dollars are required to supplement stormwater pond enhancements;

WHEREAS, additional time is required to complete the tasks described in Phases 1 and 2 of the original Scope of Work;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the Parties agree as follows:

1. TBEP and the CITY hereby agree to modify the Project Schedule and Budget, as follows; and

Project Phase	Original TBERF Budget	Revised TBERF Budget	Original Milestone	Revised Milestone
1	$35,000	No Change	10/31/2021	12/31/2022
2	$138,224	$167,099	06/30/2022	03/31/2024

2. The Scope of Work, Exhibit A, is hereby replaced in its entirety with the attached;
3. The Project Manager for TBEP is hereby replaced by Jessica Lewis (jlewis@tbep.org); and
4. All terms and conditions not specifically modified in this ADDENDUM shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this ADDENDUM to be executed by their officials thereunto duly authorized.

Tampa Bay Estuary Program

By: Edward D Sherwood
Ed Sherwood, Executive Director

Date: 1/19/2022

City of Treasure Island

By: J T Payne
J. Tyler Payne, Mayor

Date: 1/18/2022

Attachment(s)
Revised Scope of Work

Revised Scope of Work
Treasure Bay Living Shoreline and Water Quality Improvement Project
2020 Tampa Bay Environmental Restoration Fund

Project Summary

Treasure Island will restore their waterfront at the Golf and Tennis Center into a functional living shoreline. The project will include public education, removing sections of seawall, installing seawall enhancement features, planting marsh grass and improving the existing ponds (littoral shelves) to enhance water quality prior to entering Boca Ciega Bay. The City owns the Treasure Bay Golf and Tennis Center; this site is comprised of approximately 17 acres along Boca Ciega Bay. The City is undertaking the development of a Parks Master Plan to include the Treasure Bay facility. The goals within this plan are to enhance the site's resiliency by creating a living shoreline, restore the ecological function of the stormwater ponds, provide public education as it relates to sustainability, and add additional recreational opportunities to connect the community with the natural environment.

This facility has an existing 2,300 linear feet of dilapidated seawall along the northern and eastern boundaries. Under this scope, the City will develop a multi-year plan, complete with design and specifications to replace portions of the seawall with a living shoreline. While this scope includes the construction of a living shoreline along the northern side of the property, the eastern shoreline, which is adjacent to a high wake zone of the intercostal waterway, will be designed for construction under a future project to create a living seawall which can protect the shoreline from boat wakes, while providing ecological benefits and local water quality improvement benefits by reducing the toe score associated with wave action. In addition, the golf course has two hydraulically-connected water hazard ponds, the south of which drains directly into Boca Ciega Bay; the City would like to improve the water quality entering the Bay by removing nutrient-laden sediment and installing littoral shelves and aeration within the ponds. Native plants will be used to absorb nutrients and create wildlife refuges.

Financial support from TBERF will allow Treasure Island to develop a design that restores their entire shoreline at the Treasure Bay facility, create habitat and enhance biodiversity via construction of a living shoreline on the north end of the property, provide public education and a pilot project to be considered by residents and businesses, and improve water quality entering into Boca Ciega Bay. The City proposes to hold a public art contest to develop aesthetically-pleasing signage to be paired with educational information about the benefits and design components of living shorelines. The overall plan will entail more than one design (depending on the needs of the north versus eastern area) which will provide waterfront residents and businesses the opportunity to assess alternative nature-based shoreline treatments such as living shorelines and living seawalls. The overall Living Shoreline/Water Quality Improvement Project will provide a living shoreline community and contribute to the overall health and biodiversity of this portion of Boca Ciega.

Revised December 2021

Project Phases

Invoices can only be submitted upon completion of a Phase, and the invoiced amount should match the budgeted amount for that Phase. Invoices will be paid once the Project Manager has confirmed that the measurable benefit and deliverables as defined in the contract scope of work have been received.

1. **Project Phase/Measurable Benefit #1:** Design and Permitting, to be completed within **30 months** of Notice to Proceed.

   Phase 1 Summary, including Measurable Benefit: Required permit(s) for up to 2,300 linear feet of living shoreline and up to 700 linear feet of littoral shelves.

   Deliverables for Phase 1:
   - Quarterly/Phase Reports
   - Data collected (PLS signed and sealed topographic & bathymetric surveys, seagrass jurisdictional limits, and the geotechnical report) used to finalize the design plans.
   - Signed and sealed 100% design plans and associated specifications
   - A summary of public comments received related to the proposed design options.
   - Secured permit authorizations: USACE, SWFWMD, & Pinellas County

   Phase 1 Budget: TOTAL/$76,000.00 (**TBERF/$35,000.00**; CITY CASH/$35,000.00; CITY IN-KIND/$6,000.00)

   Phase 1 Description: Phase 1 will involve data collection including additional topographic and bathymetric survey data, performing a seagrass survey, collecting and analyzing geotechnical information along the seawall, and establishing the wetland jurisdictional limits within the property. Phase 1 also consists of habitat restoration design activities and the production of 30% through 100% design plans and specifications. This includes all the technical elements to construct the entire habitat restoration master plan for the completion of up to 2,300 linear feet of shoreline treatments (living shoreline and living seawall features), plus design improvement elements (e.g. sediment removal opportunities and the creation of the littoral shelves within the existing ponds). As part of the design process, the City will solicit public outreach/involvement via a public information meeting; all relevant comments/input will be considered for inclusion into the design plans. Finally, regulatory permits will be secured (USACE, SWFWMD, & Pinellas County). This process includes formal pre-application meetings with these agencies as well as addressing any requests for additional information as part of their review and approval process.

2. **Project Phase/Measurable Benefit #2:** Littoral Shelf and Living Shoreline Construction, to be completed within **45 months** of Notice to Proceed.

Phase 2 Summary, including Measurable Benefit: Removal of 500 linear feet of seawall, replaced with a naturally-sloped living shoreline and creation of up to 700 linear feet of littoral shelves.

Deliverables for Phase 2:

- Quarterly Reports
- Final Report including:
  - Before, during, and after photographs
  - As-Built Drawings and Final Certifications
- A minimum of 1 presentation to the TBEP TAC, TBRRC, or similar.

Phase 2 Budget: TOTAL/$330,508 (**TBERF/$167,099**; CITY CASH/$158,832.00 CITY IN-KIND/$4,577.00)

Phase 2 Description: Phase 2 consists of constructing the littoral shelves (up to 700 linear feet, as appropriate) within the ponds and installing the native wetland vegetation. These wetland plantings will employ volunteers from the community to provide educational opportunities and accomplish public buy-in. Any non-native vegetation will be removed prior to the installation of the native wetland plants. Phase 2 will also remove 500 linear feet of existing seawall and replace it with a living shoreline feature with native estuarine plants. Educational signage will be installed to describe the benefits of nature-based shoreline protection solutions and acknowledge the funding entities, including the TBEP.

Required Match

Source, amount and type (cash or in-kind) of match:

City Share (In-Kind): $10,577.00
City Share (Cash): $193,832.00

The CITY's matching funds come from ad valorem revenue and Stormwater Utility Assessments. Matching contributions will be documented in the final project report.

AMENDMENT NO. 1
TO AGREEMENT NO. 22FRP08
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF TREASURE ISLAND

This Amendment to Agreement No. 22FRP08 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Treasure Island (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Treasure Bay Living Shoreline and Resiliency Project (Project), with the true effective date of June 23, 2022; and,

WHEREAS, the Department has requested an update to the Project Title shall hereinafter change from, "Treasure Bay Living Shoreline and Resiliency Project" to "Treasure Island Bay Living Shoreline and Resiliency Project" with regards to any and all past, current, and future Project documents and communications directly concerning Agreement Number 22FRP08;

WHEREAS, the Department has requested an update to the Performance Measures and Payment Request Schedule in Attachment 3, Grant Work Plan; and,

WHEREAS, the DEPARTMENT has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 5, Attachment 6, Attachment 8, Exhibit A, Exhibit F, and Exhibit H following updates from the Office of the General Counsel.

WHEREAS, the Department has requested to add Exhibit J to the Agreement as set forth herein; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the DEPARTMENT and the GRANTEE hereby agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Ashley Larson
Address: 3900 Commonwealth Blvd., MS#230
Tallahassee, Florida
32399
Phone: (850) 245-8675
Email: Ashley.M.Larson@FloridaDEP.gov

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3, Grant Work Plan is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

6. Attachment 6, Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

7. Attachment 8, Contract Provisions SLFRF is hereby deleted in its entirety and replaced with Attachment 8-A, Revised Contract Provisions SLFRF, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 8 shall hereinafter refer to Attachment 8-A, Revised Contract Provisions SLFRF.

8. Exhibit A, Progress Report Form is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

9. Exhibit F, Final Project Report is hereby deleted in its entirety and replaced with Exhibit F-1, Revised Final Project Report, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit F shall hereinafter refer to Exhibit F-1, Revised Final Project Report.

10. Exhibit H, Contractual Services Certification is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF TREASURE ISLAND

By: _____
Authorized Signature

J. Tyler Payne, Mayor
Print Name and Title

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Alex Reed, Director of the Office of Resilience and Coastal Protection
Print Name and Title

Date: _____

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment	5-A	Revised Special Audit Requirements (7 pages)
Attachment	6-A	Revised Program-Specific Requirements (2 pages)
Attachment	8-A	Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	F-1	Revised Final Project Report (2 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	J	Common Carrier Attestation (1 page)

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

ATTACHMENT 1-A

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/ Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

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

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

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

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

25. Investing in America

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

a. Signage Requirements

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

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

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

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 22FRP08

ATTACHMENT 2-A

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 Treasure Island Bay Living Shoreline and Resiliency Project. 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:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
The Grantee is authorized to acquire a less than fee simple interest in land in accordance with Attachment 3, Grant Work Plan. Any land interest(s) acquired under this Agreement shall be used in perpetuity for the purposes described in the Agreement.

7. Match Requirements

The Agreement requires at least a 35% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $805,000.00 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.
Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 35% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

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

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as an additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee. If the Grantee is a governmental entity that maintains general liability insurance (and cannot add the Board

of Trustees of the Internal Improvement Trust Fund as an additional insured to such policy) or is self-insured, the Board of Trustees of the Internal Improvement Trust Fund need not be listed as an additional insured to such policy.

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

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

a. The Grantee is a local government of the State of Florida that enjoys its own tax-exempt status. The Grantee shall not use the Department's tax exemption to be exempted from paying any taxes that it is subject to.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 22FRP08

ATTACHMENT 3-A

PROJECT TITLE: Treasure Island Bay Living Shoreline and Resiliency Project

PROJECT LOCATION: The Project is located in the City of Treasure Island within Pinellas County, Florida.

PROJECT DESCRIPTION:
The City of Treasure Island (Grantee) will implement the Treasure Island Bay Living Shoreline and Resiliency Project (Project) which will design and construct a living shoreline that will replace and enhance 2,340 feet of dilapidated seawall. The Project also includes an educational and interactive boardwalk, a resiliency berm to mitigate for tidal impacts, and the rehabilitation and expansion of two stormwater ponds to mitigate flooding.

TASKS AND DELIVERABLES:

Task 1: Design and Permitting

Description: The Grantee will complete the design of a 2,340 feet of living shoreline, to include an educational boardwalk, resiliency berm, and rehabilitation and expansion of two stormwater ponds, and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate state or federal regulatory agencies.

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

- **1.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design.
- **1.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

Task 2: Construction

Description: The Grantee will construct a 2,340 feet of living shoreline, to include an educational boardwalk, resiliency berm, and rehabilitation and expansion of two stormwater ponds, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits.

Deliverables: The Grantee will provide the following:

- **2.1:** A copy of the record (as-built) drawings;
- **2.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer;
- **2.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. 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 Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

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

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting	Contractual Services	$45,500	$0	$45,500	Upon Execution	6/30/2026
2	Construction	Contractual Services	$1,449,500	$805,000	$2,254,500	Upon Execution	6/30/2026
		Total:	**$1,495,000**	**$805,000**	**$2,300,000**		

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

Attachment 5-A

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$1,495,000.00	152-D22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,495,000.00	

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

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.

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

ATTACHMENT 6-A

1. 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 the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), 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 then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with 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).

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

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

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

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

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

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

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control.

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

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

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

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

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

EXHIBIT F-1

DEP AGREEMENT NO. 22FRP08

TREASURE ISLAND BAY LIVING SHORELINE AND RESILIENCY PROJECT

City of Treasure Island

Revised 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-1 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.

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

Exhibit H-1

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

DEP Agreement Number: 22FRP08

Project Title: Treasure Island Bay Living Shoreline and Resiliency Project

Grantee: City of Treasure Island

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

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

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

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

_____ 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:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): **Treasure Bay Living Shoreline and Resiliency Project**
Agreement Number: **22FRP08**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **City of Treasure Island**
Entity Type: **Local Government**
Grantee Address: **120 108th Avenue, Treasure Island, Florida 33706**
FEID: **59-6000441** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **9/30/2026**

4. Project Number: **FRP008** *(If different from Agreement Number)*
Project Location(s): **27.77089 / -82.7677**
Project Description: **Design, public outreach, and construction of a seawall, living shoreline, resiliency berm, and restoration of stormwater ponds.**

5. Total Amount of Funding: **$1,495,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	**152-D 22**	**$1,495,000.00**
☐ State ☐ Federal		
☑ Grantee Match		**$805,000.00**
	Total Amount of Funding + Grantee Match, if any:	**$2,300,000.00**

6. Department's Grant Manager
Name: **George Frisby** or successor
Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
Phone: **850-245-8332**
Email: **George.Frisby@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Stacy Boyles** or successor
Address: **120 108th Avenue**, **Treasure Island, Florida 33706**
Phone: **727-547-4575**
Email: **stacy.boyles@mytreasureisland.org**

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 Grant Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☑ Attachment 6: Program-Specific Requirements
- ☑ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with § 215.985, F.S.
- ☑ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☑ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/4/22**
Total Federal Funds Obligated by this Agreement:	**$1,495,000.00**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☑ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Treasure Island — **GRANTEE**

Grantee Name

By _____ 6/10/2022

(Authorized Signature) — Date Signed

J. Tyler Payne, Mayor

Print Name and Title of Person Signing

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

By _____ 6/23/22

Secretary or Designee — Date Signed

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

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

ORCP Additional Signatures

George Frisby Digitally signed by George Frisby
Date: 2022.06.22 14:54:51 -04'00'

DEP Grant Manager George Frisby

Jeremy Jimenez Digitally signed by Jeremy Jimenez
Date: 2022.06.22 15:50:54 -04'00'

DEP QC Reviewer Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

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

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. 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.

25. 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.

26. Record Keeping.

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

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. 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.

29. Independent Contractor.

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

30. Subcontracting.

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

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. 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.

32. 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.

33. Third Parties.

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

34. 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.

35. Grantee's Employees, Subcontractors and Agents.

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

36. 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.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22FRP08

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 Treasure Bay Living Shoreline and Resiliency Project. 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:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. **Match Requirements**
The Agreement requires at least a 35% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $805,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

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.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its

Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22FRP08

ATTACHMENT 3

PROJECT TITLE: Treasure Bay Living Shoreline and Resiliency Project

PROJECT LOCATION: The Project is located in the City of Treasure Island within Pinellas County, Florida.

PROJECT DESCRIPTION:
The Treasure Bay Living Shoreline and Resiliency Project (Project) will design and construct a living shoreline that will replace and enhance 2,340 feet of dilapidated seawall. The Project also includes an educational and interactive boardwalk, a resiliency berm to mitigate for tidal impacts, and the rehabilitation and expansion of two stormwater ponds to mitigate flooding.

TASKS AND DELIVERABLES:

Task 1: Design and Permitting

Description: The Grantee will complete the design of a 2,340 feet of living shoreline, to include an educational boardwalk, resiliency berm, and rehabilitation and expansion of two stormwater ponds, and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate state or federal regulatory agencies.

Deliverables: The Grantee will submit all final design documents as signed by a Florida-registered Professional Engineer. The Grantee will also submit final permit documents from all appropriate state and federal regulatory agencies.

Task 2: Construction

Description: The Grantee will construct a 2,340 feet of living shoreline, to include an educational boardwalk, resiliency berm, and rehabilitation and expansion of two stormwater ponds, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits.

Deliverables: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. 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). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: The Department will reduce each Task Funding Amount by five percent (5%) for every day that the task deliverable(s) are not received on the specified due date listed in the Agreement's most recent Project Timeline. Should a Change Order or Amendment be requested on the date of or after the most current task due date, the five percent (5%) reduction of that Task Funding Amount will be imposed until the date of the requested change is received via email by the Department.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

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

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting	Contractual Services	$45,500	$0	$45,500	Upon Execution	6/30/2026
2	Construction	Contractual Services	$1,449,500	$805,000	$2,254,500	Upon Execution	6/30/2026
		Total:	**$1,495,000**	**$805,000**	**$2,300,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

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

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 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 C.F.R. § 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 C.F.R. § 200.330

1. A recipient that expends $750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 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 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 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 C.F.R. §§ 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT 1

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

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLRFP0125	$1,495,000.00	152-D 22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$$1,495,000.00	

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) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

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

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.

3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:

    a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
    b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.

4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

5. 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.

6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

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

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

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

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

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

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

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

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number

ii. Public Water System (PWS) ID number

iii. Median Household Income of service area

iv. Lowest Quintile Income of the service area

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	22FRP08		
Project Title:	Treasure Bay Living Shoreline and Resiliency Project		
Grantee Name:	City of Treasure Island		
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		

INSTRUCTIONS: Provide the following information for **all tasks and deliverables identified in Attachment 3, Grant Work Plan:** Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1: Design and Permitting

Progress for this reporting period:

Identify any delays or problems encountered:

Percentage of task completed:

Task 2: Construction

Progress for this reporting period:

Identify any delays or problems encountered:

Percentage of task completed:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor) Date

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. 22FRP08

TREASURE BAY LIVING SHORELINE AND RESILIENCY PROJECT

City of Treasure Island

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 evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment 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: 22FRP08

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

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

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

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

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

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

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

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

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

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

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: 22FRP08

Project Title: Treasure Bay Living Shoreline and Resiliency Project

Grantee: City of Treasure Island

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

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

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

AGENDA ITEM NO. J.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Authorize the City Manager to sign contract renewals with Applied Sciences Consulting, Inc, Transystems, and Stantec Inc for as-needed civil engineering services and authorize the City Manager's Purchase Authority in the total amount of 60,000 for Applied Sciences Consulting, Inc, Transystems, and Stantec Inc for fiscal year 2024.

BACKGROUND:

The City entered into a professional service contract with Transystems (formerly Deuel and Associates) on September 4, 2018. The professional contracts with Applied Sciences and Stantec (formerly Cardno) were entered into on November 6, 2018. The three firms were selected through the Request for Qualifications process. Each contract had a duration of five years and included the option of the City to provide up to three one-year extensions, so the City had the stability of a multi-year contract.

The contracts provide the City with as-needed civil engineering reviews and inspection services for subdivision plats, site plans, site modifications and permit submissions. Additional services outlined in the contracts include but are not limited to geotechnical reviews, land surveying and mapping and environmental services.

POLICY/PURPOSE: The purpose of this item is to request the City Commission to approve and authorize the City Manager to sign contract extensions with Applied Sciences Consulting, Inc,

Transystems, and Stantec Inc for as-needed civil engineering services and to authorize the City manager's Purchasing Authority for Applied Sciences Consulting, Inc, Transystems and Stantec Inc up to $60,000 for FY 2024.

STRATEGIC PLAN RELEVANCE:

Goal 2: Maintain a safe community.

ANALYSIS/DISCUSSION:

The Community Development Department utilizes professional services on an as-needed basis for civil engineering reviews of site plans, site modifications, seawalls, drainage analysis, etc. These reviews ensure that projects are designed in compliance with acceptable engineering practices and the city's Land Development Regulations. It is also anticipated that additional civil engineering reviews will be necessary to evaluate projects using the proposed Terrain Modification Manual.

Fees for engineering reviews are charged to the applicants for permits and development applications.

Having multiple contracts for these services allows for the City to expand and/or contract these services as building activity changes. This request is to reinstate the contracts through November 2026, which would include the three one-year renewal periods outlined in the original contract.

FUNDING:

The FY24 Budget – General Fund line item for civil engineering services 001-5240-34000 and Building Fund line item for civil engineering services account 140-5241-34000.

MOTION:

I move to approve and authorize the City Manager to sign contract extensions with Applied Sciences Consulting, Inc, Transystems, and Stantec for as-needed civil engineering services and authorize the City Manager's purchase authority for up to $60,000 for ongoing civil engineering services with Applied Sciences Consulting, Inc, Transystems, and Stantec, Inc. for FY 2024.

ATTACHMENTS:

Agreement for Professional Services - Applied Sciences Consulting Inc. 11-6-2018.pdf
Agreement for Professional Services - CARDNO 11-6-2018.pdf
Agreement for Professional Services - Deuel & Associates 11-4-2018.pdf
First Renewal - Agreement for Professional Services - Applied Sciences Consulting Inc..pdf
First Renewal - Agreement for Professional Services - Stantec.pdf
First Renewal - Agreement for Professional Services - Transystems.pdf

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is made and entered into on the 6 day of ~~October~~ November, 2018 by and between the CITY of Treasure Island, Florida (CITY) and Applied Sciences Consulting, Inc. (CONSULTANT).

WITNESSETH:

WHEREAS the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS the CONSULTANT desires to provide such professional services in accordance with this Agreement; and

WHEREAS the CITY selected the CONSULTANT in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the CONSULTANT in a proposal dated June 29, 2018:

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement consists of this document including attachments, the Request for Qualifications (RFQ), and CONSULTANT'S proposal submitted in response to the RFQ, as if all components were set forth herein verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document shall prevail. No amendment shall be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of the CONSULTANT to the CITY will be that of a professional consultant, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

CONSULTANT shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, CONSULTANT shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by CONSULTANT. Neither CONSULTANT nor CONSULTANT'S contractors, subcontractors, consultants, suppliers, experts, or other persons or organizations retained or utilized by CONSULTANT for the services required hereunder shall be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the CITY. CONSULTANT shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as herein contemplated. Furthermore, CONSULTANT is responsible for paying all income and employment taxes, and the CITY shall not be responsible for collecting and/or paying withholding, FUTA, FICA and any other state or federal taxes.

The services that may be required of the Consultant include, but are not limited to, the following engineering disciplines:

- Site/Civil
- Waterfront Facilities
- Transportation
- Geotechnical
- Environmental
- Land Surveying and Mapping
- Hydrographic Surveying and Mapping

The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.1 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the ENGINEER to work with and for the CITY on an as-needed basis, to provide civil engineering review and inspection services, as required by the City for subdivision plats, site plans, site modifications, and permit submissions in conformance with the City of Treasure Island Land Development Regulations. Including but not limited to:

a. Review subdivision plats, site plans, site modifications, and permit submissions for conformance with the City of Treasure Island Land Development Regulations.

b. Review all grading, drainage, and storm water management plans relative to proposed subdivision plats, site plan, site modifications, and/or permit submission for compliance with their Southwest Florida Water Management District permit and the City of Treasure Island Land Development Regulations.

c. Review and inspect the existing storm-water facilities on a case by case basis to ensure existing facilities can accommodate the proposed new development or site alteration. As necessary, outline the improvements required of the private development to ensure adequate storm-water capacity and storm-water quality are maintained. Ensure that drainage does not flow to an adjacent property.

d. Review proposed parking plans, driveway plans, traffic circulation plans and transportation plans for proposed subdivision plats, site plans, site modifications, and permit submissions. Review and inspect existing conditions on a case by case basis to ensure the existing facilities can accommodate the proposed new development or site alteration. Review the impact on pedestrian and bicycle travel. If existing facilities are insufficient to accommodate the site alteration or newly proposed development; outline the improvements required of the private development to ensure adequate traffic circulation, traffic capacity, promotion of pedestrian/bicycle/motorist safety, improved intersection visibility, and access for emergency response vehicles. Ensure sufficient and orderly parking is provided.

e. Review utility plans of proposed subdivision plats, site plans, site modifications, and permit submissions. Review and inspect existing conditions on-site on a case by case basis to ensure the existing facilities can accommodate the proposed new development or site alteration. If existing facilities are insufficient to accommodate the site alteration or newly proposed development; outline the improvements required of the private development.

f. Perform engineering inspections for construction of subdivisions, drainage improvements, site modifications, roadway improvements, driveway connections, utility connections, seawall construction, etc. The inspections shall include, but are not limited to: conformance with approved plans both on private and public property related to the approved submittal. Ensure, grading, drainage, storm water improvements, road improvements, curb, sidewalk, and utility connections are in conformance with the approved plans. During each site visit; ensure that the erosion control measures are installed in accordance with NPDES. Ensure that upon completion of the site work and drainage improvements does storm water is not directed to flow to an adjacent property.

g. Perform seawall permit reviews for any submittal which proposes to bring in additional fill and/or a higher seawall or retaining wall. Review the existing site conditions, paying particular attention to adjacent grades and height of adjacent seawalls of neighboring properties. Note the height of the storm drain in the street to the proposed height of the seawall and grades

Other work assignments that may be reasonably required under the general scope of this professional agreement include:

- Provide licensed survey services, as requested by the City.

- Provide engineers for emergency inspections following a natural disaster.

- Prepare land development regulation amendments.

The CONSULTANT shall perform all services in accordance with generally accepted professional standards. The CONSULTANT shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the CONSULTANT shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.2 The CONSULTANT'S services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.3 The CONSULTANT shall maintain an adequate and competent staff of professionally qualified personnel available to the CITY for the purpose of rendering the required engineering and/or architect services hereunder, and shall diligently execute the work to meet the completion time established in Work Authorization.

3.4 The CITY reserves the right to enter into contracts with other consulting firms for similar services. The CONSULTANT will, when directed to do so by the CITY, coordinate and work with other consulting firms retained by the CITY.

3.5 At all times during the performance of any of the services required hereunder, CONSULTANT shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. CONSULTANT shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, CONSULTANT shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Contract. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization shall constitute written notice to proceed.

4.2 If the CONSULTANT'S services called for under any Work Authorization are delayed for reasons beyond the CONSULTANT'S control, the time of performance shall be adjusted as appropriate.

4.3 It is the intent of the parties hereto that this Agreement continue in force until five years from the date of initiation, ~~October 1,~~ November 6, 2018, with the option of the CITY to provide up to three one-year extensions, subject to the provisions for termination

contained herein. Assignments that are in progress at the Contract termination date will be completed by the CONSULTANT unless specifically terminated by the CITY.

4.4 CONSULTANT acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 Each Work Authorization shall establish the following:

a) A Work Authorization number;

b) A title for the project;

c) A general description of the purpose of the work;

d) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

e) The scope items to which a lump sum fee applies and the total compensation that will be paid to the CONSULTANT by the CITY for completion of the project services;

f) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

g) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

h) Description of deliverables;

i) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

j) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

k) A designated person to act on the CONSULTANT's behalf on all matters concerning the Work Authorization;

l) The contract manager designated by the CITY; and

m) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 INSURANCE REQUIREMENTS

See Exhibit A attached.

6.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Agreement are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Provisions of F.S. 287.055 apply.

7.0 GENERAL CONSIDERATIONS

7.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work shall be supplied by the CONSULTANT and shall become the property of the CITY and shall be made available to the CITY upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the CONSULTANT upon the termination of this Agreement in whole or in part. The CITY acknowledges that such documents are not intended or represented to be suitable for use by the CITY or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk without liability or legal exposure to the CONSULTANT.

7.2 The CONSULTANT will provide expert witnesses, if required by the CITY, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

7.3 Upon the CONSULTANT'S written request, the CITY will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary. The CITY does not warrant the accuracy or completeness of the information authored by third parties. The CONSULTANT is responsible for independently verifying the information contained in the documents provided.

7.4 The CITY and the CONSULTANT each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The CONSULTANT shall not assign or transfer its interest in this Agreement without written consent of the CITY.

7.5 To the greatest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the CONSULTANT, any s ub-consultant or any other person or organization employed or utilized by CONSULTANT to perform or furnish any of the services required hereunder, or anyone for whose acts any of them may be liable. This indemnity

shall include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification shall also include claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required hereunder. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the CITY for its own negligence. This Indemnification provision shall survive completion or termination of this Agreement.

7.6 Nothing herein shall be interpreted as a waiver by the CITY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the CITY expressly reserves these rights to the full extent allowed by law. This shall survive completion or termination of this Agreement.

7.7 The CONSULTANT recognizes that the registered persons practicing engineering with the CONSULTANT as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the CONSULTANT who performs consulting engineering services for the CITY pursuant to this Contract or any particular Work Authorization shall be liable in accordance with section 471.023(3) of the Florida Statutes.

7.8 The CONSULTANT agrees not to engage the services of any person or persons in the employ of the CITY to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

7.9 Key personnel assigned to CITY projects by the CONSULTANT shall not be removed from the projects until alternate personnel acceptable to the CITY are approved in writing by the CITY. Key personnel are identified as: Project Manager and technical experts.

7.10 The CONSULTANT shall attach a brief status report on the project(s) with each request for payment.

7.11 The CITY hereby authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the CITY and to make all managerial decisions on behalf of the CITY as they relate to the provisions of this Agreement. The City Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the CITY and decisions pertinent to services covered by this Agreement. The City Manager shall have the right from time to time to designate such other employee of the CITY as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

7.12 The services shall be performed by the CONSULTANT to the reasonable satisfaction of the CITY and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services hereunder and the character, quality, amount and value thereof which cannot be settled by mutual agreement of the Parties shall be settled by

recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement shall be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the aforesaid laying of venue of any such civil action or legal proceeding in such court. This shall survive completion or termination of this Agreement.

7.13 If any subsequent legal action or other proceedings, including but not limited to any trial proceeding or appellate proceeding, are brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover all costs incurred, including reasonable attorneys', legal assistants', and experts' fees and costs prior to trial, at trial, and on appeal, in addition to any other relief to which such Party maybe entitled. No entity or person other than the Parties shall have any legally enforceable rights under this Agreement or by reason of its existence, other than as explicitly set forth herein. This shall survive completion or termination of this Agreement.

7.14 The CONSULTANT warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The CONSULTANT recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the CONSULTANT is working for the residents of the CITY of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the CONSULTANT shall in all of its relationships with the CITY pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.15 The CONSULTANT and any sub-consultants understand and will comply with Section 20.055(5), Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to said section.

7.16 The CONSULTANT acknowledges that the portion of its books and records related to its contracting activities with the CITY may become subject to inspection and copying under the Florida Public Records Act. The CONSULTANT agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONSULTANT agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

4. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONSULTANT, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONSULTANT agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONSULTANT receives and a copy of the CONSULTANT'S response to each request. The CONSULTANT understands and agrees that failure to provide access to the public records shall be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

CITY OF TREASURE ISLAND

120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582

rnickerson@mytreasureisland.org

THE CONSULTANT acknowledges that the CITY of Treasure Island cannot and will not provide legal or business advice to the CONSULTANT with respect to its obligations pursuant to this section related to public records. The CONSULTANT acknowledges that it will not rely on the CITY of Treasure Island or its CITY Attorney to provide such business or legal advice and

that CONSULTANT has been advised to seek professional advice with regard to public records matters addressed by this Agreement.

7.17 CONSULTANT has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically, and the CITY's requirement that the CONSULTANT has complied with it in all respects prior to and will comply with it in all respects during the term of this Agreement.

7.18 It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

7.19 The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not herein expressed has been made to an adverse party and that this Agreement contains the entire agreement between the Parties hereto and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement shall be construed more strictly against any Party.

All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement unless stated otherwise. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

7.21 Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged hereunder, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this

Agreement freely and voluntarily.

7.22 Each of the Parties hereto covenants to the other party hereto that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner hereinafter set forth.

8.0 COMPENSATION

8.1 The CONSULTANT shall be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of CONSULTANT'S invoice. An hourly rate schedule and typical methods of compensation are attached hereto as Exhibit B. The amount of compensation paid to the CONSULTANT shall in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the CITY to the CONSULTANT shall be limited to the extent set forth in Section 112.061 of the Florida Statutes.

8.2 Except as may be addressed in the initiating Work Authorization, the compensation for services shall be invoiced by the CONSULTANT and paid by the CITY once each month. Such invoices shall be due and payable upon receipt.

8.3 The CONSULTANT agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the CITY. Recognizing that the CITY is a public entity, the CONSULTANT shall provide all of the necessary documents and records to the CITY, and to any independent auditor of the CITY upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the CITY paying said compensation and expenses.

8.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of CONSULTANT for any project which may fall within the Scope of Services listed herein.

9.0 REPRESENTAIONS

CITY REPRESENTATIONS: The CITY conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 1718-09) (the "RFQ") was publicly advertised on May 25, 2018. Eight Statements of Qualifications (SOQs) were received by the deadline, including the CONSULTANT'S SOQ. The SOQs were publicly opened on June 29, 2018. An Evaluation Committee met publicly on July 24, 2018 and August 10, 2018 and reached consensus on the shortlist ranking. The CITY certified the short-listed firms, which included the CONSULTANT, as qualified and authorized

negotiation of the Agreement at its September 4, 2018 public meeting.

The CITY has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the CONSULTANT for the performance of professional consulting services.

CONSULTANT REPRESENTATIONS: The CONSULTANT submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the CITY on June 29, 2018, with the knowledge that the CITY is relying thereon as an inducement for entering into this Agreement. The CONSULTANT acknowledges that the CITY also relied upon the CONSULTANT'S representations identified herein as an inducement for entering into this Agreement.

The CONSULTANT is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the CONSULTANT was material inducement for the CITY to enter into this Agreement with the CONSULTANT.

The CONSULTANT, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a responsible professional relationship consistent with mutual confidence and fair dealing between CONSULTANT and the CITY.

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. CONSULTANT represents that it has complied with the provision of Section 287.055(6) of the Florida Statutes.

The CONSULTANT currently has no potential or actual conflict of interest with respect to providing professional services to the CITY. The CONSULTANT agrees to notify the CITY in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the CITY. The CONSULTANT agrees that it shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The CONSULTANT acknowledges that the CITY, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the CONSULTANT acknowledges that the CITY often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the CONSULTANT pursuant to any duly executed Work Authorization shall be in conformance therewith.

10.0 PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

11.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT'S principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the CITY shall not be obligated to make any further payments to CONSULTANT until such time as the CITY has determined all direct costs, expenses, losses and damages which the CITY may have incurred as a result of such default by CONSULTANT, whereupon the CITY shall be entitled to set off all costs, expenses, losses and damages so incurred by the CITY against any amounts due CONSULTANT for services properly performed.

12.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the CITY, without affecting any other Work Authorization or this Agreement, the CONSULTANT shall be given five (5) days prior written notice of such action and shall be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement shall be administered and interpreted under the laws of the State of Florida.

13.0 TERMINATION OF CONVENIENCE

Either the CITY or the CONSULTANT may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the CITY as provided herein, the CONSULTANT will be paid for services rendered through the date of termination.

14.1 NOTICE

Any notice or other writings permitted or required to be delivered under the provisions of this Agreement must be in writing and shall be delivered by sending the notice by personal delivery, electronic mail, U.S. regular mail, or U.S. express mail in any event with sufficient postage affixed, and addressed as follows:

If to CITY:

City of Treasure Island
120 108th AVE
TREASURE ISLAND, FL
33706
Attention: City MANAGER
Email: citymanager@mytreasureisland.org

If to CONSULTANT:

Applied Sciences Consulting, Inc.
1000 North Ashley Street, Suite 500
Tampa, Florida 33602

Attention: Mr. Elie Araj, PE, CFM, D.WRE

Email: earaj@appliedfl.com

Either party may change said address by notice in writing to the other party in the manner herein provided.

IN WITNESS WHEREOF, the City and Contractor have signed this Contract

ATTEST:

Ruth Nickerson
City Clerk

As To
CITY OF TREASURE ISLAND, FLORIDA

Garry Brumback, City Manager

Approved as to form and sufficiency:

Jennifer Cowan, City Attorney

As To
CONSULTANT

Witnesses #1 Signature

Witnesses #1 Printed

By:

Name: Elie Araj, PE, CFM, D.WRE

Title: President

Witnesses #2 Signature

Witnesses #2 Printed

EXHIBIT A – RISK MANAGEMENT & INSURANCE REQUIREMENTS

STATEMENT OF PURPOSE: The CITY of Treasure Island enters into agreements and contracts for services and/or products with other parties. Agreements and contracts shall contain Risk Management/Insurance terms to protect the CITY's interest and to minimize its potential liabilities. Whenever applicable, the following terms shall be included in agreements and contracts.

CITY DEFINED: The term "CITY" (whenever it may appear in this Exhibit) is defined to mean the City of Treasure Island itself, its Commission, its duly appointed officers, or other public bodies, officers, employees, volunteers, representatives and agents.

HOLD HARMLESS DEFINED: The term "Hold Harmless" (whenever it may appear in this Exhibit) is defined to mean the CITY shall be held harmless against all claims for bodily injury, personal injury, sickness, disease, death or damage to property or loss of use resulting there from, or arising out of, the agreement or contract unless such claims are a result of the CITY's sole negligence.

PAYMENT ON BEHALF OF CITY DEFINED: The term "Payment on Behalf of CITY" (whenever it may appear in this Exhibit) is defined to mean the CONSULTANT agrees to pay on behalf of the CITY, and to pay the cost of the CITY's legal defense, as may be selected by the CITY, for claims or suits arising from the fault of the CONSULTANT or other persons employed or utilized by the CONSULTANT in performance of the contract. Such payment on behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

INSURANCE: The CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause contractors and subcontractors, if utilized, to acquire and maintain) during the term with the CITY, sufficient insurance to adequately protect the respective interest of the parties. Specifically, the CONSULTANT must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three-year period following the termination or expiration of the Agreement. These insurance requirements shall not limit the liability of the CONSULTANT. The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed herein prior to recommendation for award. The below insurance requirements are for all Phases of the services (Phase I, Phase II, and Phase III) unless otherwise provided. The CITY does not represent that these types or amounts of insurance to be sufficient or adequate to protect the CONSULTANT's interests or liabilities, but are merely minimums:

1. **COMMERCIAL GENERAL LIABILITY:**
   $1,000,000 per occurrence, including but not limited to, bodily injury, personal injury, property damage, premises-operations, products/completed operations, contractual liability, independent contractors, and liability assumed under an insured contract. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **AUTOMOBILE LIABILITY: $1,000,000** per accident combined single limit, for bodily injury and property damage for any owned, non-owned, hired, or borrowed automobile.

3. **WORKERS' COMPENSATION:** CONSULTANT will obtain and maintain during the life of this contract, Workers' Compensation insurance in accordance with the laws of the State of Florida, for all of CONSULTANT's employees employed at the site of the project. Coverage should include Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.

4. **EMPLOYER'S LIABILITY: $100,000** each employee, each accident, and **$100,000** each employee/**$500,000** policy limit for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.

5. **IF APPLICABLE, WATERCRAFT/AIRCRAFT LIABILITY:** If the CONSULTANT's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

6. **PRODUCTS/COMPLETED OPERATIONS COVERAGE:** The CONSULTANT is required to continue to purchase products contract or agreement, for minimum of three years beyond the CITY's acceptance of renovation or construction projects.

ACCEPTABILITY OF INSURERS: Insurance must be placed with insurers with a current A.M. Best's rating of no less than A-VII.

DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

ADDITIONAL INSURED: The CITY is to be specifically included as an additional insured on all liability coverage described above except for the Workers' Compensation and Professional Liability coverages.

OTHER INSURANCE PROVISIONS: The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. **PRIMARY INSURANCE COVERAGE:** For any claims related to this Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute to it.

2. **RIGHT OF RECOVERY:** The CONSULTANT waives its right of recovery against the CITY, to the extent permitted by its insurance policies and shall be evidenced by a Waiver of Subrogation endorsement or indication on the Certificate of Insurance.

3. **SEVERABILITY OF INTEREST/CROSS LIABILITY PROVISION**: The CONSULTANT shall request that its insurers' policies include or be endorsed to include a Severability of Interest/Cross Liability provision so the CITY will be treated as if a separate policy were in existence without increasing the policy limits.

4. **HOLD HARMLESS/INDEMNIFICATION:** The CONSULTANT shall indemnify, and hold harmless the CITY and its officers, employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any Work Authorizations issued under this Agreement. CONSULTANT acknowledges that it is solely responsible for complying with the terms of the Agreement or a purchase order or contract arising out of the Agreement **(Revised 7/9/12).**

5. **NOTICE OF CANCELLATION OR RESTRICTION:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice sent via certified mail, return receipt requested, has been given to the CITY. It is the CONSULTANT's responsibility to ensure the notice requirement is met.

CERTIFICATE OF INSURANCE/CERTIFIED COPIES OF POLICIES: The CONSULTANT, if selected, will provide the CITY with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement. In addition, the CONSULTANT will provide to the CITY, if asked in writing, certified copies of all policies of insurance. The CONSULTANT will maintain the required coverage with a current Certificate or Certificates of Insurance throughout the term of the Agreement with the CITY. New certificates and new certified copies of policies shall be provided to the CITY whenever any policy is renewed, revised, or obtained from other insurers.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
Attention: City Clerk
120 108th Avenue
Treasure Island, FL 33706

CONSIDERATION FOR HOLD HARMLESS/PAYMENT ON BEHALF: The CONSULTANT agrees to accept, and acknowledges as an adequate amount of remuneration, the consideration of **$100.00** for agreeing to the Hold Harmless, Payment on Behalf of the CITY, Insurance and Certificates of Insurance provisions in the Agreement.

SUBCONTRACTORS: CONSULTANT shall require and verify all subcontractors, if used, maintain insurance, including Workers' Compensation insurance, subject to all of the requirements stated herein prior to beginning work.

LOSS CONTROL/SAFETY: Precaution shall be exercised at all times by the CONSULTANT for the protection of all persons, including employees, and property. The CONSULTANT shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONSULTANT acknowledges that such stoppage will not shift responsibility for any damages from the CONSULTANT to the CITY.

ADDITIONAL INSURANCE FOR REPAIR OR SERVICE OR OTHER CONTRACTS:
If checked below, the CITY requires the following additional provisions or types of insurance for repair or service or other contracts to afford added protection against loss which could affect the work being performed:

_____ **INSTALLATION FLOATER INSURANCE:** Installation Floater insurance is to be provided to cover damage or destruction to equipment being installed or otherwise being handled or stored by the CONSULTANT. The amount of coverage should be adequate to provide full replacement value of the equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

_____ **MOTOR TRUCK CARGO INSURANCE:** If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the CONSULTANT's vehicles from place of receipt to building sites or other storage sites. All risks covered are preferred.

_____ **CONTRACTOR'S EQUIPMENT INSURANCE**: Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the CONSULTANT. All risks coverage is preferred.

_____ **FIDELITY/DISHONESTY INSURANCE-COVERAGE FOR EMPLOYER:** Fidelity/dishonesty insurance is to be purchased to cover dishonest acts of the CONSULTANT's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc.; especially property necessary to work performed.

_____ **FIDELITY/DISHONESTY INSURANCE-COVERAGE FOR CITY:** Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the CONSULTANT's employees resulting in loss to the CITY.

_____ **POLLUTION LEGAL / ENVIRONMENTAL LEGAL LIABILITY INSURANCE**
For pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. Coverage should include but is not limited to: 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed: 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for

such compensation damages; 3) Cost of cleanup/remediation. Policy limits for each occurrence and general aggregate shall be no less than $ 1,000,000.

ADDITIONAL INSURANCE FOR RENOVATION OR CONSTRUCTION CONTRACTS: If checked below, the CITY requires the following types of insurance for renovation or construction contracts. This is in addition to the required coverage's previously cited and the Additional Insurance for Repair or Service or Other Contracts.

__X__ **COMMERCIAL GENERAL LIABILITY PROJECT AGGREGATE:** Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit is required by the CITY for this contract or agreement.

____ **OWNERS PROTECTIVE LIABILITY:** For renovation or construction contracts the CONSULTANT shall provide for the CITY an Owners Protective Liability insurance policy (preferably through the CONSULTANT's insurer) in the name of the CITY.

____ **BUILDER'S RISK:** Builder's Risk Insurance is to be purchased to cover all risks of loss in the complete and full value of the project with no coinsurance penalty provisions. This insurance shall insure the interests of the CITY, the CONSULTANT, and all subcontractors in the work and shall insure against special form causes of loss (all risk perils), including collapse during construction, for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The CONSULTANT shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the work stored on or off site or in transit. Builder's Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the CITY and written notice of the fact has been issued by the CITY.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS:
If checked below, the CITY requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

__X__ **HOLD HARMLESS:** The following replaces the previous Hold Harmless wording:

The CONSULTANT shall indemnify and hold harmless the CITY, and it's officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful

conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any Work Authorizations issued under this Agreement. The intent of this includes all claims for financial loss with respect to the provision of, or failure to, provide professional or other services resulting in professional malpractice, or errors, or omissions liability arising out of the negligent performance of this agreement or contract, unless such claims are a result of the CITY's own negligence **(Revised 7/9/12).**

__X__ **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE:** The CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance appropriate for the type of business engaged in by the CONSULTANT with minimum limits of $1,000,000 per occurrence and in the aggregate amount of $2,000,000.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

WRITTEN AGREEMENT/CONTRACT: Any party providing services or products to the CITY will be expected to enter into a written agreement, contract or purchase order with the CITY that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole discretion of the CITY, disqualify any Party from performing services or selling products to the CITY provided, however, the CITY reserves the right to waive any such requirements.

Client#: 1049979 APPLISCI3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive, Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No): 813 321-7525
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. Co. of America	25674
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D : Liberty Insurance Underwriters, Inc.	19917
INSURER E :	
INSURER F :	

INSURED
Applied Sciences Consulting, Inc.
1000 N. Ashley Drive, Suite 500
Tampa, FL 33602

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	x	x	6802H559086	09/16/2018	09/16/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	x	x	BA3B483677	09/16/2018	09/16/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP8J555414	09/16/2018	09/16/2019	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		x	UB9J775875	01/30/2018	01/30/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			AEX1009180007	09/16/2018	09/16/2019	$1,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.
The General Liability and Auto policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status. Coverage is written on a primary and non contributory basis. The General Liability, Auto and Workers Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Treasure Island
Attn: City Clerk
120 108th Avenue
Saint Petersburg, FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

policy(s) provides a Waiver of Subrogation when required by written contract. Professional Liability deductible is $10,000.

EXHIBIT B – CONTRACTOR HOURLY RATES & CONDITIONS

CONDITIONS PERTAINING TO CONTRACTOR RATES:

ADDITIONAL EMPLOYEE CLASSIFICATIONS: If the CONSULTANT wishes to add additional employee classifications, the rates will undergo negotiation through the CITY. The CONSULTANT must provide sufficient justification for adding additional employee classifications.

ACTUAL RATE VARIATIONS: In the event that an employee's actual employee hourly cost is lower than the employee hourly cost for the employee classification presented herein, the CONSULTANT shall only charge the CITY for the employee's actual hourly cost.

TRUTH IN NEGOTIATONS: All rates for the CONSULTANT under this contract must abide by the statements made in the Truth in Negotiation Certifications attached herein.

Applied Sciences Consulting, Inc.

SCHEDULE OF HOURLY RATES - FY 2018/19

	Classification	Hourly Rate
1	Sr. Professional Engineer	$ 169
2	Professional Engineer	$ 121
3	Engineer III	$ 115
4	Engineer II	$ 108
5	Engineer I	$ 80
6	Sr. Design Engineer	$ 114
7	Design Engineer	$ 101
8	Designer II	$ 92
9	Designer I	$ 83
10	Senior Technician	$ 70
11	Technician II	$ 65
12	Technician I	$ 58
13	Landscape Architect	$ 87
14	Sr. Scientist Ph.D.	$ 172
15	Environmental Manager	$ 134
16	Sr. Envir. Scientist	$ 172
17	Environmental Scientist III	$ 97
18	Environmental Scientist II	$ 87
19	Environmental Scientist I	$ 70
20	Environmental Tech.	$ 58
21	Construction Svcs Admin	$ 128
22	Construction Svcs Eng.	$ 121
23	Administrative Management	$ 112
24	Administrative Staff	$ 52
25	Word Processor II	$ 52
26	Word Processor I	$ 47
27	Clerical II	$ 47
28	Clerical I	$ 35
29	Expert Testimony	$ 249

Direct Expenses are billed at cost + 10%

The above rates are valid through December 31, 2018. An automatic 5% may be added each subsequent year.

AREHNA | Engineering, Inc.

City of Treasure Island

10/1/2018 - 9/30/2019

ENGINEERING SERVICES

	Units		Rate
Principal Engineer	Hour	$	180.00
Senior Engineer	Hour	$	155.00
Professional Engineer	Hour	$	121.00
Staff Engineer	Hour	$	95.00
CAD Operator	Hour	$	60.00
Utility Coordination	Hour	$	60.00
Clerical	Hour	$	55.00
Technician	Hour	$	48.00
Senior Engineering Inspector	Hour	$	55.00

FIELD SERVICES

	Units		Rate
Drill Rig Mobilization	Project	$	500.00
Soil Test Borings - 0 to 50 feet	Feet	$	14.00
Soil Test Borings - 50 to 100 feet	Feet	$	15.50
Auger Boring - 0 to 10 feet	Feet	$	9.50
Borehole Backfill (grout)	Feet	$	5.00
Borehole Backfill (hole plug)	Feet	$	4.00
Casing - 0 to 50 feet	Feet	$	6.50
Casing - 50 to 100 feet	Feet	$	7.50
Pavement Coring (2-man crew)	hour	$	150.00
Double Ring Infiltration Tests	Test	$	450.00
Field Permeability Test	Test	$	350.00
Maintenance of Traffic (Index 611, 612)	hour	$	175.00
Difficult Moving	hour	$	155.00
Test Pits	1/2 day	$	525.00
Test Pits	Day	$	1,000.00

LABORATORY SERVICES

	Units		Rate
Visual Classification/stratify 1 set = 5 feet	Set	$	5.00
Natural Soil Moisture Content	Test	$	15.00
Percent Fines	Test	$	50.00
Grain Size Analysis	Test	$	75.00
Atterberg Limits	Test	$	75.00
Limerock Bearing Ratio (LBR)	Test	$	350.00
Modified Proctor / Standard Proctor	Test	$	125.00
Corrosion Testing	Test	$	165.00
Organic Content	Test	$	60.00
Asphalt Extraction Gradation	Test	$	150.00

KISINGER CAMPO

KISINGER CAMPO & ASSOCIATES, CORP.

City of Treasure Island, FL

~ BILLING RATE SCHEDULE ~

(KCA subconsultant to Applied Science Consulting, Inc.)

Job Classification	Average Hourly Billing Rate*
Project Manager	$213.00
Chief Engineer	$249.00
Senior Engineer	$207.00
Professional Engineer	$121.00
Senior Designer	$125.00
Designer	$107.00
Senior Engineering Technician/CADD	$97.00
Engineering Technician/CADD	$88.00
Technician/Inspector	$90.00

*Rates are rounded to nearest whole dollar and include salary, overhead, FCCM, profit and incidental direct expenses.

McKIM&CREED

City of Treasure Island
Schedule of Hourly Rates

Employee Classification	(Rate/Hour)
Principal	$290.00
Engineering Manager	$254.00
Project Manager III	$216.00
Project Manager II	$195.00
Project Manager I	$182.00
Technical Specialist	$265.00
Professional Engineer IV	$211.00
Professional Engineer III	$195.00
Professional Engineer II	$157.00
Professional Engineer I	$121.00
Engineer Intern	$115.00
Land Planner/Landscape Architect	$129.00
Designer IV	$152.00
Designer III	$133.00
Designer II	$123.00
Designer I	$96.00
Sr. CAD Technician	$86.00
CAD Technician	$72.00
Sr. Project Administrator	$100.00
Project Administrator	$86.00
Administrative Assistant	$70.00
Construction Administrator III	$152.00
Construction Administrator II	$142.00
Construction Administrator I	$120.00
Project Representative III	$142.00
Project Representative II	$120.00
Project Representative I	$99.00
Field Technician I	$83.00
Field Technician II	$111.00
Field Services Manager	$133.00

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at $0.85/mile; employee owned vehicles used for transportation related to the project will be charged per Section 112.061, F.S..

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

EXHIBIT C – TRUTH IN NEGOTIATION CERTIFICATES

City of Treasure Island, Florida

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5) (a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made herein may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Applied Sciences Consulting, Inc.
Name of Consultant

Signature: _____

Date: 10/8/18

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument Agreement was acknowledged before me this 8 day of October 2018 Elie Arsj (name of the person whose name is being notarized) as the President (title) of Applied Sciences Corp. (name of corporation/entity), personally known to me as described herein or produced a known (type of identification) as identification, and who (did / did not) take an oath.

Patrick F. Hunter
Printed Name of Notary Public

Patrick F. Hunter
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG033664
Expires 9/26/2020

My Commission Expires: _____

NOTARY SEAL ABOVE

Patrick F. Hurtle
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG033805
Expires 9/29/2020

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is made and entered into on the 6 day of November, 2018 by and between the CITY of Treasure Island, Florida (CITY) and _____

CARDNO (CONSULTANT).

WITNESSETH:

WHEREAS the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS the CONSULTANT desires to provide such professional services in accordance with this Agreement; and

WHEREAS the CITY selected the CONSULTANT in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the CONSULTANT in a proposal dated June 29, 2018:

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement consists of this document including attachments, the Request for Qualifications (RFQ), and CONSULTANT'S proposal submitted in response to the RFQ, as if all components were set forth herein verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document shall prevail. No amendment shall be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of the CONSULTANT to the CITY will be that of a professional consultant, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

CONSULTANT shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, CONSULTANT shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by CONSULTANT. Neither CONSULTANT nor CONSULTANT'S contractors, subcontractors, consultants, suppliers, experts, or other persons or organizations retained or utilized by CONSULTANT for the services required hereunder shall be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the CITY. CONSULTANT shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as herein contemplated. Furthermore, CONSULTANT is responsible for paying all income and employment taxes, and the CITY shall not be responsible for collecting and/or paying withholding, FUTA, FICA and any other state or federal taxes.

The services that may be required of the Consultant include, but are not limited to, the following engineering disciplines:

- Site/Civil
- Waterfront Facilities
- Transportation
- Geotechnical
- Environmental
- Land Surveying and Mapping
- Hydrographic Surveying and Mapping

The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.1 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the ENGINEER to work with and for the CITY on an as-needed basis, to provide civil engineering review and inspection services, as required by the City for subdivision plats, site plans, site modifications, and permit submissions in conformance with the City of Treasure Island Land Development Regulations. Including but not limited to:

a. Review subdivision plats, site plans, site modifications, and permit submissions for conformance with the City of Treasure Island Land Development Regulations.

b. Review all grading, drainage, and storm water management plans relative to proposed subdivision plats, site plan, site modifications, and/or permit submission for compliance with their Southwest Florida Water Management District permit and the City of Treasure Island Land Development Regulations.

c. Review and inspect the existing storm-water facilities on a case by case basis to ensure existing facilities can accommodate the proposed new development or site alteration. As necessary, outline the improvements required of the private development to ensure adequate storm-water capacity and storm-water quality are maintained. Ensure that drainage does not flow to an adjacent property.

d. Review proposed parking plans, driveway plans, traffic circulation plans and transportation plans for proposed subdivision plats, site plans, site modifications, and permit submissions. Review and inspect existing conditions on a case by case basis to ensure the existing facilities can accommodate the proposed new development or site alteration. Review the impact on pedestrian and bicycle travel. If existing facilities are insufficient to accommodate the site alteration or newly proposed development; outline the improvements required of the private development to ensure adequate traffic circulation, traffic capacity, promotion of pedestrian/bicycle/motorist safety, improved intersection visibility, and access for emergency response vehicles. Ensure sufficient and orderly parking is provided.

e. Review utility plans of proposed subdivision plats, site plans, site modifications, and permit submissions. Review and inspect existing conditions on-site on a case by case basis to ensure the existing facilities can accommodate the proposed new development or site alteration. If existing facilities are insufficient to accommodate the site alteration or newly proposed development; outline the improvements required of the private development.

f. Perform engineering inspections for construction of subdivisions, drainage improvements, site modifications, roadway improvements, driveway connections, utility connections, seawall construction, etc. The inspections shall include, but are not limited to: conformance with approved plans both on private and public property related to the approved submittal. Ensure, grading, drainage, storm water improvements, road improvements, curb, sidewalk, and utility connections are in conformance with the approved plans. During each site visit; ensure that the erosion control measures are installed in accordance with NPDES. Ensure that upon completion of the site work and drainage improvements does storm water is not directed to flow to an adjacent property.

g. Perform seawall permit reviews for any submittal which proposes to bring in additional fill and/or a higher seawall or retaining wall. Review the existing site conditions, paying particular attention to adjacent grades and height of adjacent seawalls of neighboring properties. Note the height of the storm drain in the street to the proposed height of the seawall and grades

Other work assignments that may be reasonably required under the general scope of this professional agreement include:

- Provide licensed survey services, as requested by the City.
- Provide engineers for emergency inspections following a natural disaster.

- Prepare land development regulation amendments.

The CONSULTANT shall perform all services in accordance with generally accepted professional standards. The CONSULTANT shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the CONSULTANT shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.2 The CONSULTANT'S services under this Agreement will be provided under Work Authorizations, Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.3 The CONSULTANT shall maintain an adequate and competent staff of professionally qualified personnel available to the CITY for the purpose of rendering the required engineering and/or architect services hereunder, and shall diligently execute the work to meet the completion time established in Work Authorization.

3.4 The CITY reserves the right to enter into contracts with other consulting firms for similar services. The CONSULTANT will, when directed to do so by the CITY, coordinate and work with other consulting firms retained by the CITY.

3.5 At all times during the performance of any of the services required hereunder, CONSULTANT shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. CONSULTANT shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, CONSULTANT shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Contract. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization shall constitute written notice to proceed.

4.2 If the CONSULTANT'S services called for under any Work Authorization are delayed for reasons beyond the CONSULTANT'S control, the time of performance shall be adjusted as appropriate.

4.3 It is the intent of the parties hereto that this Agreement continue in force until five years from the date of initiation, Nov. 6, 2018, with the option of the CITY to provide up to three one-year extensions, subject to the provisions for termination contained herein.

Assignments that are in progress at the Contract termination date will be completed by the CONSULTANT unless specifically terminated by the CITY.

4.4 CONSULTANT acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 Each Work Authorization shall establish the following:

a) A Work Authorization number;

b) A title for the project;

c) A general description of the purpose of the work;

d) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

e) The scope items to which a lump sum fee applies and the total compensation that will be paid to the CONSULTANT by the CITY for completion of the project services;

f) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

g) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

h) Description of deliverables;

i) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

j) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

k) A designated person to act on the CONSULTANT's behalf on all matters concerning the Work Authorization;

l) The contract manager designated by the CITY; and

m) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 INSURANCE REQUIREMENTS

See Exhibit A attached.

6.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Agreement are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Provisions of F.S. 287.055 apply.

7.0 GENERAL CONSIDERATIONS

7.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work shall be supplied by the CONSULTANT and shall become the property of the CITY and shall be made available to the CITY upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the CONSULTANT upon the termination of this Agreement in whole or in part. The CITY acknowledges that such documents are not intended or represented to be suitable for use by the CITY or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk without liability or legal exposure to the CONSULTANT.

7.2 The CONSULTANT will provide expert witnesses, if required by the CITY, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

7.3 Upon the CONSULTANT'S written request, the CITY will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary. The CITY does not warrant the accuracy or completeness of the information authored by third parties. The CONSULTANT is responsible for independently verifying the information contained in the documents provided.

7.4 The CITY and the CONSULTANT each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The CONSULTANT shall not assign or transfer its interest in this Agreement without written consent of the CITY.

7.5 To the greatest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the CONSULTANT, any s ub-consultant or any other person or organization employed or utilized by CONSULTANT to perform or furnish any of the services required hereunder, or anyone for whose acts any of them may be liable. This indemnity shall include, but not be

limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification shall also include claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required hereunder. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the CITY for its own negligence. This Indemnification provision shall survive completion or termination of this Agreement.

7.6 Nothing herein shall be interpreted as a waiver by the CITY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the CITY expressly reserves these rights to the full extent allowed by law. This shall survive completion or termination of this Agreement.

7.7 The CONSULTANT recognizes that the registered persons practicing engineering with the CONSULTANT as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the CONSULTANT who performs consulting engineering services for the CITY pursuant to this Contract or any particular Work Authorization shall be liable in accordance with section 471.023(3) of the Florida Statutes.

7.8 The CONSULTANT agrees not to engage the services of any person or persons in the employ of the CITY to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

7.9 Key personnel assigned to CITY projects by the CONSULTANT shall not be removed from the projects until alternate personnel acceptable to the CITY are approved in writing by the CITY. Key personnel are identified as: Project Manager and technical experts.

7.10 The CONSULTANT shall attach a brief status report on the project(s) with each request for payment.

7.11 The CITY hereby authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the CITY and to make all managerial decisions on behalf of the CITY as they relate to the provisions of this Agreement. The City Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the CITY and decisions pertinent to services covered by this Agreement. The City Manager shall have the right from time to time to designate such other employee of the CITY as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

7.12 The services shall be performed by the CONSULTANT to the reasonable satisfaction of the CITY and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services hereunder and the character, quality, amount and value thereof which cannot be settled by mutual agreement of the Parties shall be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement shall be

governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the aforesaid laying of venue of any such civil action or legal proceeding in such court. This shall survive completion or termination of this Agreement.

7.13 If any subsequent legal action or other proceedings, including but not limited to any trial proceeding or appellate proceeding, are brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover all costs incurred, including reasonable attorneys', legal assistants', and experts' fees and costs prior to trial, at trial, and on appeal, in addition to any other relief to which such Party maybe entitled. No entity or person other than the Parties shall have any legally enforceable rights under this Agreement or by reason of its existence, other than as explicitly set forth herein. This shall survive completion or termination of this Agreement.

7.14 The CONSULTANT warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The CONSULTANT recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the CONSULTANT is working for the residents of the CITY of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the CONSULTANT shall in all of its relationships with the CITY pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.15 The CONSULTANT and any sub-consultants understand and will comply with Section 20.055(5), Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to said section.

7.16 The CONSULTANT acknowledges that the portion of its books and records related to its contracting activities with the CITY may become subject to inspection and copying under the Florida Public Records Act. The CONSULTANT agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONSULTANT agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to

the CITY, all public records in possession of the CONSULTANT, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONSULTANT agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONSULTANT receives and a copy of the CONSULTANT'S response to each request. The CONSULTANT understands and agrees that failure to provide access to the public records shall be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

CITY OF TREASURE ISLAND

120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582

rnickerson@mytreasureisland.org

THE CONSULTANT acknowledges that the CITY of Treasure Island cannot and will not provide legal or business advice to the CONSULTANT with respect to its obligations pursuant to this section related to public records. The CONSULTANT acknowledges that it will not rely on the CITY of Treasure Island or its CITY Attorney to provide such business or legal advice and

that CONSULTANT has been advised to seek professional advice with regard to public records matters addressed by this Agreement.

7.17 CONSULTANT has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically, and the CITY's requirement that the CONSULTANT has complied with it in all respects prior to and will comply with it in all respects during the term of this Agreement.

7.18 It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

7.19 The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not herein expressed has been made to an adverse party and that this Agreement contains the entire agreement between the Parties hereto and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement shall be construed more strictly against any Party.

All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement unless stated otherwise. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

7.21 Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged hereunder, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

7.22 Each of the Parties hereto covenants to the other party hereto that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner hereinafter set forth.

8.0 COMPENSATION

8.1 The CONSULTANT shall be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of CONSULTANT'S invoice. An hourly rate schedule and typical methods of compensation are attached hereto as Exhibit B. The amount of compensation paid to the CONSULTANT shall in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the CITY to the CONSULTANT shall be limited to the extent set forth in Section 112.061 of the Florida Statutes.

8.2 Except as may be addressed in the initiating Work Authorization, the compensation for services shall be invoiced by the CONSULTANT and paid by the CITY once each month. Such invoices shall be due and payable upon receipt.

8.3 The CONSULTANT agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the CITY. Recognizing that the CITY is a public entity, the CONSULTANT shall provide all of the necessary documents and records to the CITY, and to any independent auditor of the CITY upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the CITY paying said compensation and expenses.

8.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of CONSULTANT for any project which may fall within the Scope of Services listed herein.

9.0 REPRESENTAIONS

CITY REPRESENTATIONS: The CITY conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 1718-09) (the "RFQ") was publicly advertised on May 25, 2018. Eight Statements of Qualifications (SOQs) were received by the deadline, including the CONSULTANT'S SOQ. The SOQs were publicly opened on June 29, 2018. An Evaluation Committee met publicly on July 24, 2018 and August 10, 2018 and reached consensus on the shortlist ranking. The CITY certified the short-listed firms, which included the CONSULTANT, as qualified and authorized negotiation of the Agreement at its September 4, 2018 public meeting.

The CITY has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the CONSULTANT for the performance of professional consulting services.

CONSULTANT REPRESENTATIONS: The CONSULTANT submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the CITY on June 29, 2018, with the knowledge that the CITY is relying thereon as an inducement for entering into this Agreement. The CONSULTANT acknowledges that the CITY also relied upon the CONSULTANT'S representations identified herein as an inducement for entering into this Agreement.

The CONSULTANT is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the CONSULTANT was material inducement for the CITY to enter into this Agreement with the CONSULTANT.

The CONSULTANT, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a responsible professional relationship consistent with mutual confidence and fair dealing between CONSULTANT and the CITY.

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. CONSULTANT represents that it has complied with the provision of Section 287.055(6) of the Florida Statutes.

The CONSULTANT currently has no potential or actual conflict of interest with respect to providing professional services to the CITY. The CONSULTANT agrees to notify the CITY in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the CITY. The CONSULTANT agrees that it shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The CONSULTANT acknowledges that the CITY, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the CONSULTANT acknowledges that the CITY often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the CONSULTANT pursuant to any duly executed Work Authorization shall be in conformance therewith.

10.0 PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

11.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT'S principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the CITY shall not be obligated to make any further payments to CONSULTANT until such time as the CITY has determined all direct costs, expenses, losses and damages which the CITY may have incurred as a result of such default by CONSULTANT, whereupon the CITY shall be entitled to set off all costs, expenses, losses and damages so incurred by the CITY against any amounts due CONSULTANT for services properly performed.

12.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the CITY, without affecting any other Work Authorization or this Agreement, the CONSULTANT shall be given five (5) days prior written notice of such action and shall be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement shall be administered and interpreted under the laws of the State of Florida.

13.0 TERMINATION OF CONVENIENCE

Either the CITY or the CONSULTANT may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the CITY as provided herein, the CONSULTANT will be paid for services rendered through the date of termination.

14.1 NOTICE

Any notice or other writings permitted or required to be delivered under the provisions of this Agreement must be in writing and shall be delivered by sending the notice by personal delivery, electronic mail, U.S. regular mail, or U.S. express mail in any event with sufficient postage affixed, and addressed as follows:

If to CITY:

City of Treasure Island
120 108th AVE
TREASURE ISLAND, FL
33706
Attention: City MANAGER
Email: cityMANAGER@myTREASUREISLAND.ORG

If to CONSULTANT: Cardno

380 Park Place Boulevard, Suite 300

Clearwater, Florida 33759

Attention: Thomas Burke, PE

Email: tom.burke@cardno.com

Either party may change said address by notice in writing to the other party in the manner herein provided.

IN WITNESS WHEREOF, the City and Contractor have signed this Contract

As To
ATTEST: **CITY OF TREASURE ISLAND, FLORIDA**

Ruth Nickerson
City Clerk

Garry Brumback, City Manager

Approved as to form and sufficiency:

Jennifer Cowan, City Attorney

As To
CONSULTANT

Witnesses #1 Signature

By:

Thomas Burke
Witnesses #1 Printed

Name: Douglas Stoker

Title: Business Unit Manager

Witnesses #2 Signature

Kevin Lord
Witnesses #2 Printed

EXHIBIT A – RISK MANAGEMENT & INSURANCE REQUIREMENTS

STATEMENT OF PURPOSE: The CITY of Treasure Island enters into agreements and contracts for services and/or products with other parties. Agreements and contracts shall contain Risk Management/Insurance terms to protect the CITY's interest and to minimize its potential liabilities. Whenever applicable, the following terms shall be included in agreements and contracts.

CITY DEFINED: The term "CITY" (whenever it may appear in this Exhibit) is defined to mean the City of Treasure Island itself, its Commission, its duly appointed officers, or other public bodies, officers, employees, volunteers, representatives and agents.

HOLD HARMLESS DEFINED: The term "Hold Harmless" (whenever it may appear in this Exhibit) is defined to mean the CITY shall be held harmless against all claims for bodily injury, personal injury, sickness, disease, death or damage to property or loss of use resulting there from, or arising out of, the agreement or contract unless such claims are a result of the CITY's sole negligence.

PAYMENT ON BEHALF OF CITY DEFINED: The term "Payment on Behalf of CITY" (whenever it may appear in this Exhibit) is defined to mean the CONSULTANT agrees to pay on behalf of the CITY, and to pay the cost of the CITY's legal defense, as may be selected by the CITY, for claims or suits arising from the fault of the CONSULTANT or other persons employed or utilized by the CONSULTANT in performance of the contract. Such payment on behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

INSURANCE: The CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause contractors and subcontractors, if utilized, to acquire and maintain) during the term with the CITY, sufficient insurance to adequately protect the respective interest of the parties. Specifically, the CONSULTANT must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three-year period following the termination or expiration of the Agreement. These insurance requirements shall not limit the liability of the CONSULTANT. The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed herein prior to recommendation for award. The below insurance requirements are for all Phases of the services (Phase I, Phase II, and Phase III) unless otherwise provided. The CITY does not represent that these types or amounts of insurance to be sufficient or adequate to protect the CONSULTANT's interests or liabilities, but are merely minimums:

1. **COMMERCIAL GENERAL LIABILITY:**
   $1,000,000 per occurrence, including but not limited to, bodily injury, personal injury, property damage, premises-operations, products/completed operations, contractual liability, independent contractors, and liability assumed under an insured contract. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **AUTOMOBILE LIABILITY: $1,000,000** per accident combined single limit, for bodily injury and property damage for any owned, non-owned, hired, or borrowed automobile.

3. **WORKERS' COMPENSATION:** CONSULTANT will obtain and maintain during the life of this contract, Workers' Compensation insurance in accordance with the laws of the State of Florida, for all of CONSULTANT's employees employed at the site of the project. Coverage should include Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.

4. **EMPLOYER'S LIABILITY: $100,000** each employee, each accident, and **$100,000** each employee/**$500,000** policy limit for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.

5. **IF APPLICABLE, WATERCRAFT/AIRCRAFT LIABILITY:** If the CONSULTANT's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

6. **PRODUCTS/COMPLETED OPERATIONS COVERAGE:** The CONSULTANT is required to continue to purchase products contract or agreement, for minimum of three years beyond the CITY's acceptance of renovation or construction projects.

ACCEPTABILITY OF INSURERS: Insurance must be placed with insurers with a current A.M. Best's rating of no less than A-VII.

DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

ADDITIONAL INSURED: The CITY is to be specifically included as an additional insured on all liability coverage described above except for the Workers' Compensation and Professional Liability coverages.

OTHER INSURANCE PROVISIONS: The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. **PRIMARY INSURANCE COVERAGE:** For any claims related to this Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute to it.

2. **RIGHT OF RECOVERY:** The CONSULTANT waives its right of recovery against the CITY, to the extent permitted by its insurance policies and shall be evidenced by a Waiver of Subrogation endorsement or indication on the Certificate of Insurance.

3. **SEVERABILITY OF INTEREST/CROSS LIABILITY PROVISION**: The CONSULTANT shall request that its insurers' policies include or be endorsed to include a Severability of Interest/Cross Liability provision so the CITY will be treated as if a separate policy were in existence without increasing the policy limits.

4. **HOLD HARMLESS/INDEMNIFICATION:** The CONSULTANT shall indemnify, and hold harmless the CITY and its officers, employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any Work Authorizations issued under this Agreement. CONSULTANT acknowledges that it is solely responsible for complying with the terms of the Agreement or a purchase order or contract arising out of the Agreement **(Revised 7/9/12).**

5. **NOTICE OF CANCELLATION OR RESTRICTION:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice sent via certified mail, return receipt requested, has been given to the CITY. It is the CONSULTANT's responsibility to ensure the notice requirement is met.

CERTIFICATE OF INSURANCE/CERTIFIED COPIES OF POLICIES: The CONSULTANT, if selected, will provide the CITY with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement. In addition, the CONSULTANT will provide to the CITY, if asked in writing, certified copies of all policies of insurance. The CONSULTANT will maintain the required coverage with a current Certificate or Certificates of Insurance throughout the term of the Agreement with the CITY. New certificates and new certified copies of policies shall be provided to the CITY whenever any policy is renewed, revised, or obtained from other insurers.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
Attention: City Clerk
120 108th Avenue
Treasure Island, FL 33706

CONSIDERATION FOR HOLD HARMLESS/PAYMENT ON BEHALF: The CONSULTANT agrees to accept, and acknowledges as an adequate amount of remuneration, the consideration of **$100.00** for agreeing to the Hold Harmless, Payment on Behalf of the CITY, Insurance and Certificates of Insurance provisions in the Agreement.

SUBCONTRACTORS: CONSULTANT shall require and verify all subcontractors, if used, maintain insurance, including Workers' Compensation insurance, subject to all of the requirements stated herein prior to beginning work.

LOSS CONTROL/SAFETY: Precaution shall be exercised at all times by the CONSULTANT for the protection of all persons, including employees, and property. The CONSULTANT shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONSULTANT acknowledges that such stoppage will not shift responsibility for any damages from the CONSULTANT to the CITY.

ADDITIONAL INSURANCE FOR REPAIR OR SERVICE OR OTHER CONTRACTS:
If checked below, the CITY requires the following additional provisions or types of insurance for repair or service or other contracts to afford added protection against loss which could affect the work being performed:

_____ **INSTALLATION FLOATER INSURANCE:** Installation Floater insurance is to be provided to cover damage or destruction to equipment being installed or otherwise being handled or stored by the CONSULTANT. The amount of coverage should be adequate to provide full replacement value of the equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

_____ **MOTOR TRUCK CARGO INSURANCE:** If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the CONSULTANT's vehicles from place of receipt to building sites or other storage sites. All risks covered are preferred.

_____ **CONTRACTOR'S EQUIPMENT INSURANCE**: Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the CONSULTANT. All risks coverage is preferred.

_____ **FIDELITY/DISHONESTY INSURANCE-COVERAGE FOR EMPLOYER:** Fidelity/dishonesty insurance is to be purchased to cover dishonest acts of the CONSULTANT's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc.; especially property necessary to work performed.

_____ **FIDELITY/DISHONESTY INSURANCE-COVERAGE FOR CITY:** Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the CONSULTANT's employees resulting in loss to the CITY.

_____ **POLLUTION LEGAL / ENVIRONMENTAL LEGAL LIABILITY INSURANCE**
For pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. Coverage should include but is not limited to: 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for

such compensation damages; 3) Cost of cleanup/remediation. Policy limits for each occurrence and general aggregate shall be no less than $ 1,000,000.

ADDITIONAL INSURANCE FOR RENOVATION OR CONSTRUCTION CONTRACTS: If checked below, the CITY requires the following types of insurance for renovation or construction contracts. This is in addition to the required coverage's previously cited and the Additional Insurance for Repair or Service or Other Contracts.

__X__ **COMMERCIAL GENERAL LIABILITY PROJECT AGGREGATE:** Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit is required by the CITY for this contract or agreement.

_____ **OWNERS PROTECTIVE LIABILITY:** For renovation or construction contracts the CONSULTANT shall provide for the CITY an Owners Protective Liability insurance policy (preferably through the CONSULTANT's insurer) in the name of the CITY.

_____ **BUILDER'S RISK:** Builder's Risk Insurance is to be purchased to cover all risks of loss in the complete and full value of the project with no coinsurance penalty provisions. This insurance shall insure the interests of the CITY, the CONSULTANT, and all subcontractors in the work and shall insure against special form causes of loss (all risk perils), including collapse during construction, for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The CONSULTANT shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the work stored on or off site or in transit. Builder's Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the CITY and written notice of the fact has been issued by the CITY.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS:
If checked below, the CITY requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

__X__ **HOLD HARMLESS:** The following replaces the previous Hold Harmless wording:

The CONSULTANT shall indemnify and hold harmless the CITY, and it's officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful

conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any Work Authorizations issued under this Agreement. The intent of this includes all claims for financial loss with respect to the provision of, or failure to, provide professional or other services resulting in professional malpractice, or errors, or omissions liability arising out of the negligent performance of this agreement or contract, unless such claims are a result of the CITY's own negligence **(Revised 7/9/12).**

__X__ **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE:** The CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance appropriate for the type of business engaged in by the CONSULTANT with minimum limits of $1,000,000 per occurrence and in the aggregate amount of $2,000,000.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

WRITTEN AGREEMENT/CONTRACT: Any party providing services or products to the CITY will be expected to enter into a written agreement, contract or purchase order with the CITY that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole discretion of the CITY, disqualify any Party from performing services or selling products to the CITY provided, however, the CITY reserves the right to waive any such requirements.

EXHIBIT A – CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	PHONE (A/C, No, Ext): 8662837122	FAX (A/C, No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Cardno, Inc. 10004 Park Meadows Drive Suite 300 Lone Tree CO 80124 USA	INSURER A:	Lexington Insurance Company	19437
	INSURER B:	Zurich American Ins Co	16535
	INSURER C:	American Guarantee & Liability Ins Co	26247
	INSURER D:	Ironshore Specialty Insurance Company	25445
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570073537049 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Per Project Agg $2M GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER			GL0018396103	06/30/2018	06/30/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $10,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 0183962-03	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			AUC018392703	06/30/2018	06/30/2019	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC018396003	06/30/2018	06/30/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Env Site Liab			002161704 Pollution Liability	06/30/2018	06/30/2019	Occurrence Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Treasure Island, its officers, officials, employees, or volunteers are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the Commercial General Liability, Auto Liability and Umbrella Liability policy. General Liability and Automobile Liability evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insureds, but only to the extent required by written contract with the insured.
A Waiver of Subrogation is granted in favor of City of Treasure Island, its officers, officials, employees, or volunteers as required by written contract but limited to the operations of the Insured under said contract, with respect to the Commercial

CERTIFICATE HOLDER

City of Treasure Island
Attention: City Clerk
120 108thAvenue
Treasure Island FL 33706 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest Inc

Holder Identifier :

Certificate No : 570073537049

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AGENCY CUSTOMER ID: 570000051836
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Cardno, Inc.
POLICY NUMBER	
See Certificate Number: 570073537049	
CARRIER / NAIC CODE	EFFECTIVE DATE
See Certificate Number: 570073537049	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Archit&Eng Prof			PSDEF1800430 Professional Liability	06/30/2018	06/30/2019	Aggregate	$7,500,000
							Each Claim	$7,500,000

ACORD 101 (2008/01)

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LOC #:

ADDITIONAL REMARKS SCHEDULE

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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

General Liability, Automobile Liability and Workers Compensation policy. Umbrella liability provides Excess of General liability, Auto liability, and Employers' liability policies subject to the policy's limits, exclusions, terms and conditions. Ongoing-Completed Operations for Additional Insured applies to General Liability Policy. Errors and Omissions are included in the Professional Liability Policy. Workers Compensation include Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

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AGENCY CUSTOMER ID: 570000051836

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Cardno, Inc.
POLICY NUMBER	
See Certificate Number: 570073537049	
CARRIER / NAIC CODE	EFFECTIVE DATE
See Certificate Number: 570073537049	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CARDNO NAMED INSUREDS

Cardno ChemRisk, LLC.
Cardno EM-Assit, Inc.
Cardno Emerging Markets USA, Ltd.
Cardno ENTRIX
Cardno ERI
Cardno GS, Inc.
Cardno Haynes Whaley, Inc.
Cardno JFNew
Cardno MMA
Cardno NC, Inc.
Cardno TBE (AZ)
Cardno TBE (FL)
Cardno TBE; TBE Group, Inc.
Cardno TEC, Inc.
Cardno USA, Inc.
Cardno WRG, Inc.
Cardno WRG, Inc. dba WRG Designs Inc.
Cardno, Inc (OR)
Cardno, Inc. (TX)
Cardno, Inc. (FL)
Cardno (MI), Inc.
Cardno PPI Engineering & Construction, Services LLC., PPI Technology Services,LLC., PPI Quality & Asset Management, LLC., and its Affiliated Companies
Entrix Inc. dba Cardno Entrix
Environmental Resolutions, Inc.
ES NY Engineering, P.A. PC.
J.F. New & Associates, Inc.
JFNew
TBE Group, Inc. (Adden)
TBE Group, Inc. dba: Cardno TBE
TBE Group, Inc., Cardno TBE
TBE Professional Services, PLLC
WRG North Carolina PLLC

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0183961-03	06/30/2018	06/30/2019	06/30/2018	14340000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Cardno USA, Inc.

Address (including ZIP Code):

10004 Park Meadows Dr, Suite 300

Lone Tree, CO 80124

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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EXHIBIT B – CONTRACTOR HOURLY RATES & CONDITIONS

CONDITIONS PERTAINING TO CONTRACTOR RATES:

See Exhibit B attachment for consultant 2018 Rate Schedule

ADDITIONAL EMPLOYEE CLASSIFICATIONS: If the CONSULTANT wishes to add additional employee classifications, the rates will undergo negotiation through the CITY. The CONSULTANT must provide sufficient justification for adding additional employee classifications.

ACTUAL RATE VARIATIONS: In the event that an employee's actual employee hourly cost is lower than the employee hourly cost for the employee classification presented herein, the CONSULTANT shall only charge the CITY for the employee's actual hourly cost.

TRUTH IN NEGOTIATONS: All rates for the CONSULTANT under this contract must abide by the statements made in the Truth in Negotiation Certifications attached herein.

EXHIBIT B –CONSULTANT HOURLY RATE SCHEDULES

Cardno – Plan Review & Inspection
Polaris Associates, Inc. – Survey
Tierra, Inc. – Geotechnical Engineering



2018 Rate Schedule

Classification	Rate
Principal	$290
Project Director	$205
Demographer / Economist	$170
Senior Engineer/Hydrogeologist/Ecologist	$170
Senior Planner	$155
Project Manager	$165
Assistant Project Manager	$135
Brownfields Manager	$145
Senior GIS Specialist	$145
Landscape Architect	$125
Project Engineer / Engineer Intern	$120
Brownfields Specialist	$120
Designer	$110
Planner	$110
Senior Environmental Technician	$110
GIS Specialist	$95
Environmental Scientist/Geologist	$85
Field Technician	$80
Clerical	$80

For Expert Witness Testimony and related services, a surcharge of 50 percent will apply.

Effective Period: thru December 31, 2018

Rates are subject to adjustment as appropriate to compensate for inflation, cost of doing business and/or changes in the workforce

Polaris Associates, Inc.

2018 Rate Schedule

Classification	Hourly Rate
Survey Field Crew	$120
CAD Technician	$80
Licensed Surveyor	$110

Item Description	Unit	Unit Price	Quantity	Total
Geotechnical Field Investigation				
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 350.00		$ -
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 700.00		$ -
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,250.00		$ -
418-Geo Drill Crew Support Vehicle	Day	$ 160.00		$ -
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 7,500.00		$ -
405-Geo Barge (Owned)	Day	$ 2,500.00		$ -
618-Geo Mobilization Support Boat	Each	$ 500.00		$ -
Geo Support Safety Boat	Day	$ 500.00		$ -
619-Geo Mobilization Tri-Pod	Each	$ 1,250.00		$ -
419-Geo Drilling Crew 2-Person	Hour	$ 135.00		$ -
420-Geo Drilling Crew 3-Person	Hour	$ 185.00		$ -
Geo SPT Truck 0-50 Ft	LF	$ 12.90		$ -
Geo SPT Truck 50-100 Ft	LF	$ 17.00		$ -
Geo SPT Truck 100-150 Ft	LF	$ 31.00		$ -
Geo SPT Truck 150-200 Ft	LF	$ 39.00		$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 15.20		$ -
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 18.10		$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 32.00		$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 42.00		$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 21.50		$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 28.90		$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 53.00		$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 70.00		$ -
Geo Grout Boreholes- Truck 0-050 Ft	LF	$ 5.25		$ -
Geo Grout Boreholes- Truck 50-100 Ft	LF	$ 7.00		$ -
Geo Grout Boreholes- Truck 100-150 Ft	LF	$ 10.25		$ -
Geo Grout Boreholes- Truck 150-200 Ft	LF	$ 14.00		$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 6.25		$ -
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 8.00		$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 13.10		$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 18.00		$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 8.50		$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 11.25		$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 17.25		$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 25.00		$ -
Geo Temp Casing 3" Truck 0-050 Ft	LF	$ 8.50		$ -
Geo Temp Casing 3" Truck 50-100 Ft	LF	$ 10.25		$ -
Geo Temp Casing 3" Truck 100-150 Ft	LF	$ 12.25		$ -
Geo Temp Casing 3" Truck 150-200 Ft	LF	$ 15.00		$ -

Item Description	Unit	Unit Price	Quantity	Total
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 10.30		$ -
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 14.00		$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 17.50		$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 22.00		$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 14.50		$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 17.50		$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 20.00		$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 25.00		$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 45.00		$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 52.00		$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 60.00		$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 48.00		$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 64.00		$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 80.00		$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 94.00		$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 71.00		$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 71.00		$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 85.00		$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 85.00		$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 71.00		$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 71.00		$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 85.00		$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 85.00		$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 200.00		$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 200.00		$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 200.00		$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 200.00		$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 200.00		$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 200.00		$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 200.00		$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 200.00		$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 10.50		$ -
402-Geo Auger Borings- Track	LF	$ 12.00		$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 290.00		$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 890.00		$ -
Muck Probing Unsultable Soils 2-Man Crew	Day	$ 1,080.00		$ -
450-Geo Piezometer 2" 000-050 Ft	LF	$ 44.00		$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 6.25		$ -
Work Permit Cost Actual	Each	Actual		
403-Geo Backhoe (Owned)	Day	$ 600.00		$ -
416-Geo Dozer (Owned)	Day	$ 800.00		$ -
Site Clearing to Access Boring or Test Locations	Hour	$ 210.00		$ -
407-Geo Chainsaw (Owned)	Day	$ 28.00		$ -

Item Description	Unit	Unit Price	Quantity	Total
415-Geo Double Ring Infiltration (ASTM D3385)	Each	$ 525.00		$ -
434-Geo Ground Penetrating Radar (GPR)	Day	$ 2,800.00		$ -
Asphalt and Concrete Pavement Coring				
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	$ 125.00		$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	$ 110.00		$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	$ 125.00		$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	$ 110.00		$ -
305-Concrete Pavement Coring - 4" Dia	Each	$ 110.00		$ -
306-Concrete Pavement Coring - 6" Dia	Each	$ 110.00		$ -
603-Mobilization Asphalt Coring equipment	Each	$ 250.00		$ -
606-Mobilization Concrete Coring	Each	$ 250.00		$ -
Geotechnical Soil Laboratory Testing				
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 42.00		$ -
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 10.00		$ -
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 131.00		$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 67.00		$ -
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 175.00		$ -
825-Soils pH Soil or Water (FM 5-550)	Test	$ 35.00		$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 46.00		$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 46.00		$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 48.00		$ -
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 42.00		$ -
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	$ 130.00		$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 70.00		$ -
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 60.00		$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 175.00		$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 175.00		$ -
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 115.00		$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 111.00		$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 138.00		$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 138.00		$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 580.00		$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	$ 50.00		$ -
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 250.00		$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 340.00		$ -

Item Description	Unit	Unit Price	Quantity	Total
Contamination Test Units				
850-EDR Report	Each	$ 500.00		$ -
852-Organic Vapor Analyzer (OVA)	Day	$ 150.00		$ -
854-Handheld GPS	Per Day	$ 80.34		$ -
856-Field Sampling Kit (soil)	Each	$ 75.00		$ -
858-Field Sampling Survey Kit (water)	Each	$ 75.00		$ -
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90		$ -
862-BTEX and MTBE (Method 8260)	Each	$ 65.00		$ -
864-Organochlorine Pesticides (Method 8081)	Each	$ 100.00		$ -
866-Organophosphorous Pesticides (Method 8141)	Each	$ 125.00		$ -
868-Chlorinated Herbicides (Method 8151)	Each	$ 100.00		$ -
870-Volatile Organics (Method 8260)	Each	$ 95.00		$ -
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00		$ -
874-Semi-Volatiles (Method 8270)	Each	$ 200.00		$ -
876-Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00		$ -
878-TPH Method FL-Pro	Each	$ 65.00		$ -
880-RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00		$ -
882-RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00		$ -
884-Mercury Individual (Method 6010/7471)	Each	$ 25.00		$ -
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00		$ -
888-Arsenic (Method 6010/7471)	Each	$ 9.00		$ -
890-SPLP/TCLP Metals	Each	$ 198.00		$ -
892-Asbestos Samples	Each	$ 15.00		$ -
894-Polychlorinated Biphenals (8082)	Each	$ 75.00		$ -
Engineering and Technical Support Services				
Project Manager	Hour	$ 190.00		$ -
Senior Engineer	Hour	$ 190.00		$ -
Chief Scientist	Hour	$ 152.80		$ -
Senior Project Engineer	Hour	$ 160.78		$ -
Geotechnical Engineer	Hour	$ 135.33		$ -
Engineering Intern	Hour	$ 95.00		$ -
Senior Scientist	Hour	$ 118.37		$ -
Designer	Hour	$ 95.48		$ -
Sr Engineering Technician	Hour	$ 83.01		$ -
Geotechnical Technician	Hour	$ 67.64		$ -
Secretary/Clerical	Hour	$ 78.02		$ -
	Total Estimated Fee			$ -

EXHIBIT C – TRUTH IN NEGOTIATION CERTIFICATES

City of Treasure Island, Florida

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5) (a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made herein may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Douglas Stoker
Name of Consultant

Signature: _____ 9 OCT 2018
Date

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 9 day of October 2018 Douglas Stoker (name of the person whose name is being notarized) as the Business Unit Manager (title) of Cardno, Inc (name of corporation/entity), personally known to me as described herein or produced a _____ (type of identification) as identification, and who (did / did not) take an oath.

GINA MICHELLE DYKAS
MY COMMISSION # GG 085448
EXPIRES: March 21, 2021
Bonded Thru Notary Public Underwriters

Gina Michelle Dykas
Printed Name of Notary Public

My Commission Expires: 3/21/21

NOTARY SEAL ABOVE

Gina Michelle Dykas

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is made and entered into on the 4 day of SEPTEMBER, 2018 by and between the CITY of Treasure Island, Florida (CITY) and DEUEL & ASSOC

_____. (CONSULTANT).

WITNESSETH:

WHEREAS the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work in accordance with this Agreement: and

WHEREAS the CONSULTANT desires to provide such professional services in accordance with this Agreement; and

WHEREAS the CITY selected the CONSULTANT in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the CONSULTANT in a proposal dated June 29, 2018:

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement consists of this document including attachments, the Request for Qualifications (RFQ), and CONSULTANT'S proposal submitted in response to the RFQ, as if all components were set forth herein verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document shall prevail. No amendment shall be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of the CONSULTANT to the CITY will be that of a professional consultant, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

CONSULTANT shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, CONSULTANT shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by CONSULTANT. Neither CONSULTANT nor CONSULTANT'S contractors, subcontractors, consultants, suppliers, experts, or other persons or organizations retained or utilized by CONSULTANT for the services required hereunder shall be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the CITY. CONSULTANT shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as herein contemplated. Furthermore, CONSULTANT is responsible for paying all income and employment taxes, and the CITY shall not be responsible for collecting and/or paying withholding, FUTA, FICA and any other state or federal taxes.

The services that may be required of the Consultant include, but are not limited to, the following engineering disciplines:

- Site/Civil
- Waterfront Facilities
- Transportation
- Geotechnical
- Environmental
- Land Surveying and Mapping
- Hydrographic Surveying and Mapping

The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.1 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the ENGINEER to work with and for the CITY on an as-needed basis, to provide civil engineering review and inspection services, as required by the City for subdivision plats, site plans, site modifications, and permit submissions in conformance with the City of Treasure Island Land Development Regulations. Including but not limited to:

a. Review subdivision plats, site plans, site modifications, and permit submissions for conformance with the City of Treasure Island Land Development Regulations.

b. Review all grading, drainage, and storm water management plans relative to proposed subdivision plats, site plan, site modifications, and/or permit submission for compliance with their Southwest Florida Water Management District permit and the City of Treasure Island Land Development Regulations.

c. Review and inspect the existing storm-water facilities on a case by case basis to ensure existing facilities can accommodate the proposed new development or site alteration. As necessary, outline the improvements required of the private development to ensure adequate storm-water capacity and storm-water quality are maintained. Ensure that drainage does not flow to an adjacent property.

d. Review proposed parking plans, driveway plans, traffic circulation plans and transportation plans for proposed subdivision plats, site plans, site modifications, and permit submissions. Review and inspect existing conditions on a case by case basis to ensure the existing facilities can accommodate the proposed new development or site alteration. Review the impact on pedestrian and bicycle travel. If existing facilities are insufficient to accommodate the site alteration or newly proposed development; outline the improvements required of the private development to ensure adequate traffic circulation, traffic capacity, promotion of pedestrian/bicycle/motorist safety, improved intersection visibility, and access for emergency response vehicles. Ensure sufficient and orderly parking is provided.

e. Review utility plans of proposed subdivision plats, site plans, site modifications, and permit submissions. Review and inspect existing conditions on-site on a case by case basis to ensure the existing facilities can accommodate the proposed new development or site alteration. If existing facilities are insufficient to accommodate the site alteration or newly proposed development; outline the improvements required of the private development.

f. Perform engineering inspections for construction of subdivisions, drainage improvements, site modifications, roadway improvements, driveway connections, utility connections, seawall construction, etc. The inspections shall include, but are not limited to: conformance with approved plans both on private and public property related to the approved submittal. Ensure, grading, drainage, storm water improvements, road improvements, curb, sidewalk, and utility connections are in conformance with the approved plans. During each site visit; ensure that the erosion control measures are installed in accordance with NPDES. Ensure that upon completion of the site work and drainage improvements does storm water is not directed to flow to an adjacent property.

g. Perform seawall permit reviews for any submittal which proposes to bring in additional fill and/or a higher seawall or retaining wall. Review the existing site conditions, paying particular attention to adjacent grades and height of adjacent seawalls of neighboring properties. Note the height of the storm drain in the street to the proposed height of the seawall and grades

Other work assignments that may be reasonably required under the general scope of this professional agreement include:

- Provide licensed survey services, as requested by the City.

- Provide engineers for emergency inspections following a natural disaster.

- Prepare land development regulation amendments.

The CONSULTANT shall perform all services in accordance with generally accepted professional standards. The CONSULTANT shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the CONSULTANT shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.2 The CONSULTANT'S services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.3 The CONSULTANT shall maintain an adequate and competent staff of professionally qualified personnel available to the CITY for the purpose of rendering the required engineering and/or architect services hereunder, and shall diligently execute the work to meet the completion time established in Work Authorization.

3.4 The CITY reserves the right to enter into contracts with other consulting firms for similar services. The CONSULTANT will, when directed to do so by the CITY, coordinate and work with other consulting firms retained by the CITY.

3.5 At all times during the performance of any of the services required hereunder, CONSULTANT shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. CONSULTANT shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, CONSULTANT shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Contract. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization shall constitute written notice to proceed.

4.2 If the CONSULTANT'S services called for under any Work Authorization are delayed for reasons beyond the CONSULTANT'S control, the time of performance shall be adjusted as appropriate.

4.3 It is the intent of the parties hereto that this Agreement continue in force until five years from the date of initiation, 9/4/2018, with the option of the CITY to provide up to three one-year extensions, subject to the provisions for termination

contained herein. Assignments that are in progress at the Contract termination date will be completed by the CONSULTANT unless specifically terminated by the CITY.

4.4 CONSULTANT acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 Each Work Authorization shall establish the following:

a) A Work Authorization number;

b) A title for the project;

c) A general description of the purpose of the work;

d) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

e) The scope items to which a lump sum fee applies and the total compensation that will be paid to the CONSULTANT by the CITY for completion of the project services;

f) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

g) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

h) Description of deliverables;

i) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

j) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

k) A designated person to act on the CONSULTANT's behalf on all matters concerning the Work Authorization;

l) The contract manager designated by the CITY; and

m) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 INSURANCE REQUIREMENTS

See Exhibit A attached.

6.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Agreement are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Provisions of F.S. 287.055 apply.

7.0 GENERAL CONSIDERATIONS

7.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work shall be supplied by the CONSULTANT and shall become the property of the CITY and shall be made available to the CITY upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the CONSULTANT upon the termination of this Agreement in whole or in part. The CITY acknowledges that such documents are not intended or represented to be suitable for use by the CITY or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk without liability or legal exposure to the CONSULTANT.

7.2 The CONSULTANT will provide expert witnesses, if required by the CITY, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

7.3 Upon the CONSULTANT'S written request, the CITY will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary. The CITY does not warrant the accuracy or completeness of the information authored by third parties. The CONSULTANT is responsible for independently verifying the information contained in the documents provided.

7.4 The CITY and the CONSULTANT each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The CONSULTANT shall not assign or transfer its interest in this Agreement without written consent of the CITY.

7.5 To the greatest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the CONSULTANT, any sub-consultant or any other person or organization employed or utilized by CONSULTANT to perform or furnish any of the services required hereunder, or anyone for whose acts any of them may be liable. This indemnity

shall include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification shall also include claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required hereunder. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the CITY for its own negligence. This Indemnification provision shall survive completion or termination of this Agreement.

7.6 Nothing herein shall be interpreted as a waiver by the CITY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the CITY expressly reserves these rights to the full extent allowed by law. This shall survive completion or termination of this Agreement.

7.7 The CONSULTANT recognizes that the registered persons practicing engineering with the CONSULTANT as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the CONSULTANT who performs consulting engineering services for the CITY pursuant to this Contract or any particular Work Authorization shall be liable in accordance with section 471.023(3) of the Florida Statutes.

7.8 The CONSULTANT agrees not to engage the services of any person or persons in the employ of the CITY to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

7.9 Key personnel assigned to CITY projects by the CONSULTANT shall not be removed from the projects until alternate personnel acceptable to the CITY are approved in writing by the CITY. Key personnel are identified as: Project Manager and technical experts.

7.10 The CONSULTANT shall attach a brief status report on the project(s) with each request for payment.

7.11 The CITY hereby authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the CITY and to make all managerial decisions on behalf of the CITY as they relate to the provisions of this Agreement. The City Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the CITY and decisions pertinent to services covered by this Agreement. The City Manager shall have the right from time to time to designate such other employee of the CITY as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

7.12 The services shall be performed by the CONSULTANT to the reasonable satisfaction of the CITY and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services hereunder and the character, quality, amount and value thereof which cannot be settled by mutual agreement of the Parties shall be settled by

recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement shall be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the aforesaid laying of venue of any such civil action or legal proceeding in such court. This shall survive completion or termination of this Agreement.

7.13 If any subsequent legal action or other proceedings, including but not limited to any trial proceeding or appellate proceeding, are brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover all costs incurred, including reasonable attorneys', legal assistants', and experts' fees and costs prior to trial, at trial, and on appeal, in addition to any other relief to which such Party maybe entitled. No entity or person other than the Parties shall have any legally enforceable rights under this Agreement or by reason of its existence, other than as explicitly set forth herein. This shall survive completion or termination of this Agreement.

7.14 The CONSULTANT warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The CONSULTANT recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the CONSULTANT is working for the residents of the CITY of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the CONSULTANT shall in all of its relationships with the CITY pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.15 The CONSULTANT and any sub-consultants understand and will comply with Section 20.055(5), Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to said section.

7.16 The CONSULTANT acknowledges that the portion of its books and records related to its contracting activities with the CITY may become subject to inspection and copying under the Florida Public Records Act. The CONSULTANT agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONSULTANT agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

4. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONSULTANT, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONSULTANT agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONSULTANT receives and a copy of the CONSULTANT'S response to each request. The CONSULTANT understands and agrees that failure to provide access to the public records shall be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

CITY OF TREASURE ISLAND

120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582

rnickerson@mytreasureisland.org

THE CONSULTANT acknowledges that the CITY of Treasure Island cannot and will not provide legal or business advice to the CONSULTANT with respect to its obligations pursuant to this section related to public records. The CONSULTANT acknowledges that it will not rely on the CITY of Treasure Island or its CITY Attorney to provide such business or legal advice and

that CONSULTANT has been advised to seek professional advice with regard to public records matters addressed by this Agreement.

7.17 CONSULTANT has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically, and the CITY's requirement that the CONSULTANT has complied with it in all respects prior to and will comply with it in all respects during the term of this Agreement.

7.18 It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

7.19 The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not herein expressed has been made to an adverse party and that this Agreement contains the entire agreement between the Parties hereto and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement shall be construed more strictly against any Party.

All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement unless stated otherwise. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

7.21 Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged hereunder, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this

Agreement freely and voluntarily.

7.22 Each of the Parties hereto covenants to the other party hereto that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner hereinafter set forth.

8.0 COMPENSATION

8.1 The CONSULTANT shall be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of CONSULTANT'S invoice. An hourly rate schedule and typical methods of compensation are attached hereto as Exhibit B. The amount of compensation paid to the CONSULTANT shall in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the CITY to the CONSULTANT shall be limited to the extent set forth in Section 112.061 of the Florida Statutes.

8.2 Except as may be addressed in the initiating Work Authorization, the compensation for services shall be invoiced by the CONSULTANT and paid by the CITY once each month. Such invoices shall be due and payable upon receipt.

8.3 The CONSULTANT agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the CITY. Recognizing that the CITY is a public entity, the CONSULTANT shall provide all of the necessary documents and records to the CITY, and to any independent auditor of the CITY upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the CITY paying said compensation and expenses.

8.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of CONSULTANT for any project which may fall within the Scope of Services listed herein.

9.0 REPRESENTAIONS

CITY REPRESENTATIONS: The CITY conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 1718-09) (the "RFQ") was publicly advertised on May 25, 2018. Eight Statements of Qualifications (SOQs) were received by the deadline, including the CONSULTANT'S SOQ. The SOQs were publicly opened on June 29, 2018. An Evaluation Committee met publicly on July 24, 2018 and August 10, 2018 and reached consensus on the shortlist ranking. The CITY certified the short-listed firms, which included the CONSULTANT, as qualified and authorized

negotiation of the Agreement at its September 4, 2018 public meeting.

The CITY has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the CONSULTANT for the performance of professional consulting services.

CONSULTANT REPRESENTATIONS: The CONSULTANT submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the CITY on June 29, 2018, with the knowledge that the CITY is relying thereon as an inducement for entering into this Agreement. The CONSULTANT acknowledges that the CITY also relied upon the CONSULTANT'S representations identified herein as an inducement for entering into this Agreement.

The CONSULTANT is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the CONSULTANT was material inducement for the CITY to enter into this Agreement with the CONSULTANT.

The CONSULTANT, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a responsible professional relationship consistent with mutual confidence and fair dealing between CONSULTANT and the CITY.

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. CONSULTANT represents that it has complied with the provision of Section 287.055(6) of the Florida Statutes.

The CONSULTANT currently has no potential or actual conflict of interest with respect to providing professional services to the CITY. The CONSULTANT agrees to notify the CITY in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the CITY. The CONSULTANT agrees that it shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The CONSULTANT acknowledges that the CITY, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the CONSULTANT acknowledges that the CITY often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the CONSULTANT pursuant to any duly executed Work Authorization shall be in conformance therewith.

10.0 PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

11.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT'S principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the CITY shall not be obligated to make any further payments to CONSULTANT until such time as the CITY has determined all direct costs, expenses, losses and damages which the CITY may have incurred as a result of such default by CONSULTANT, whereupon the CITY shall be entitled to set off all costs, expenses, losses and damages so incurred by the CITY against any amounts due CONSULTANT for services properly performed.

12.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the CITY, without affecting any other Work Authorization or this Agreement, the CONSULTANT shall be given five (5) days prior written notice of such action and shall be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement shall be administered and interpreted under the laws of the State of Florida.

13.0 TERMINATION OF CONVENIENCE

Either the CITY or the CONSULTANT may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the CITY as provided herein, the CONSULTANT will be paid for services rendered through the date of termination.

14.1 NOTICE

Any notice or other writings permitted or required to be delivered under the provisions of this Agreement must be in writing and shall be delivered by sending the notice by personal delivery, electronic mail, U.S. regular mail, or U.S. express mail in any event with sufficient postage affixed, and addressed as follows:

If to CITY:

City of Treasure Island

120 108th Ave
Treasure Island, FL
33706

Attention: City Manager
Email: citymanager@mytreasureisland.org

If to CONSULTANT: Deuel & Assoc.

5565 S. Hercules Ave
Clearwater FL 33764

Attention: Al Carrier
Email: Al@DeuelEngineering.com

Either party may change said address by notice in writing to the other party in the manner herein provided.

IN WITNESS WHEREOF, the City and Contractor have signed this Contract

As To
ATTEST: **CITY OF TREASURE ISLAND, FLORIDA**

Ruth Nickerson
City Clerk

Garry Brumback, City Manager

Approved as to form and sufficiency:

Jennifer Cowan, City Attorney

As To
CONSULTANT

Witnesses #1 Signature

Rachel H. Maxwell
Witnesses #1 Printed

By:

Name: ALBERT CARRIER

Title: PRINCIPAL

Witnesses #2 Signature

ELIZABETH K. MERTA
Witnesses #2 Printed

EXHIBIT A – RISK MANAGEMENT & INSURANCE REQUIREMENTS

STATEMENT OF PURPOSE: The CITY of Treasure Island enters into agreements and contracts for services and/or products with other parties. Agreements and contracts shall contain Risk Management/Insurance terms to protect the CITY's interest and to minimize its potential liabilities. Whenever applicable, the following terms shall be included in agreements and contracts.

CITY DEFINED: The term "CITY" (whenever it may appear in this Exhibit) is defined to mean the City of Treasure Island itself, its Commission, its duly appointed officers, or other public bodies, officers, employees, volunteers, representatives and agents.

HOLD HARMLESS DEFINED: The term "Hold Harmless" (whenever it may appear in this Exhibit) is defined to mean the CITY shall be held harmless against all claims for bodily injury, personal injury, sickness, disease, death or damage to property or loss of use resulting there from, or arising out of, the agreement or contract unless such claims are a result of the CITY's sole negligence.

PAYMENT ON BEHALF OF CITY DEFINED: The term "Payment on Behalf of CITY" (whenever it may appear in this Exhibit) is defined to mean the CONSULTANT agrees to pay on behalf of the CITY, and to pay the cost of the CITY's legal defense, as may be selected by the CITY, for claims or suits arising from the fault of the CONSULTANT or other persons employed or utilized by the CONSULTANT in performance of the contract. Such payment on behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

INSURANCE: The CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause contractors and subcontractors, if utilized, to acquire and maintain) during the term with the CITY, sufficient insurance to adequately protect the respective interest of the parties. Specifically, the CONSULTANT must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three-year period following the termination or expiration of the Agreement. These insurance requirements shall not limit the liability of the CONSULTANT. The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed herein prior to recommendation for award. The below insurance requirements are for all Phases of the services (Phase I, Phase II, and Phase III) unless otherwise provided. The CITY does not represent that these types or amounts of insurance to be sufficient or adequate to protect the CONSULTANT's interests or liabilities, but are merely minimums:

1. **COMMERCIAL GENERAL LIABILITY:**
   $1,000,000 per occurrence, including but not limited to, bodily injury, personal injury, property damage, premises-operations, products/completed operations, contractual liability, independent contractors, and liability assumed under an insured contract. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **AUTOMOBILE LIABILITY: $1,000,000** per accident combined single limit, for bodily injury and property damage for any owned, non-owned, hired, or borrowed automobile.

3. **WORKERS' COMPENSATION:** CONSULTANT will obtain and maintain during the life of this contract, Workers' Compensation insurance in accordance with the laws of the State of Florida, for all of CONSULTANT's employees employed at the site of the project. Coverage should include Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.

4. **EMPLOYER'S LIABILITY: $100,000** each employee, each accident, and **$100,000** each employee/**$500,000** policy limit for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.

5. **IF APPLICABLE, WATERCRAFT/AIRCRAFT LIABILITY:** If the CONSULTANT's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

6. **PRODUCTS/COMPLETED OPERATIONS COVERAGE:** The CONSULTANT is required to continue to purchase products contract or agreement, for minimum of three years beyond the CITY's acceptance of renovation or construction projects.

ACCEPTABILITY OF INSURERS: Insurance must be placed with insurers with a current A.M. Best's rating of no less than A-VII.

DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

ADDITIONAL INSURED: The CITY is to be specifically included as an additional insured on all liability coverage described above except for the Workers' Compensation and Professional Liability coverages.

OTHER INSURANCE PROVISIONS: The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. **PRIMARY INSURANCE COVERAGE:** For any claims related to this Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute to it.

2. **RIGHT OF RECOVERY:** The CONSULTANT waives its right of recovery against the CITY, to the extent permitted by its insurance policies and shall be evidenced by a Waiver of Subrogation endorsement or indication on the Certificate of Insurance.

3. **SEVERABILITY OF INTEREST/CROSS LIABILITY PROVISION**: The CONSULTANT shall request that its insurers' policies include or be endorsed to include a Severability of Interest/Cross Liability provision so the CITY will be treated as if a separate policy were in existence without increasing the policy limits.

4. **HOLD HARMLESS/INDEMNIFICATION:** The CONSULTANT shall indemnify, and hold harmless the CITY and its officers, employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any Work Authorizations issued under this Agreement. CONSULTANT acknowledges that it is solely responsible for complying with the terms of the Agreement or a purchase order or contract arising out of the Agreement **(Revised 7/9/12).**

5. **NOTICE OF CANCELLATION OR RESTRICTION:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice sent via certified mail, return receipt requested, has been given to the CITY. It is the CONSULTANT's responsibility to ensure the notice requirement is met.

CERTIFICATE OF INSURANCE/CERTIFIED COPIES OF POLICIES: The CONSULTANT, if selected, will provide the CITY with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement. In addition, the CONSULTANT will provide to the CITY, if asked in writing, certified copies of all policies of insurance. The CONSULTANT will maintain the required coverage with a current Certificate or Certificates of Insurance throughout the term of the Agreement with the CITY. New certificates and new certified copies of policies shall be provided to the CITY whenever any policy is renewed, revised, or obtained from other insurers.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
Attention: City Clerk
120 108th Avenue
Treasure Island, FL 33706

CONSIDERATION FOR HOLD HARMLESS/PAYMENT ON BEHALF: The CONSULTANT agrees to accept, and acknowledges as an adequate amount of remuneration, the consideration of **$100.00** for agreeing to the Hold Harmless, Payment on Behalf of the CITY, Insurance and Certificates of Insurance provisions in the Agreement.

SUBCONTRACTORS: CONSULTANT shall require and verify all subcontractors, if used, maintain insurance, including Workers' Compensation insurance, subject to all of the requirements stated herein prior to beginning work.

LOSS CONTROL/SAFETY: Precaution shall be exercised at all times by the CONSULTANT for the protection of all persons, including employees, and property. The CONSULTANT shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONSULTANT acknowledges that such stoppage will not shift responsibility for any damages from the CONSULTANT to the CITY.

ADDITIONAL INSURANCE FOR REPAIR OR SERVICE OR OTHER CONTRACTS:
If checked below, the CITY requires the following additional provisions or types of insurance for repair or service or other contracts to afford added protection against loss which could affect the work being performed:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
**Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: Atlanta.Certrequest@marsh.com

342881-FL-WC-18-19 775521

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois National Insurance Company	23817
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DecisionHR, Inc.
11101 Roosevelt Blvd N
St. Petersburg, FL 33716

COVERAGES **CERTIFICATE NUMBER:** ATL-004870143-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 020771071	06/01/2018	06/01/2019	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those employees leased to but not subcontractors of Compass Engineering & Surveying, Inc. dba Deuel & Associates

CERTIFICATE HOLDER

City of Treasure Island
120 – 108th Avenue
Treasure Island, FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Henry L. Whiting

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Megan Baur
Katherine Jones State Farm Agency 575 S Hercules Ave Suite 604 Clearwater, FL 33764	PHONE (A/C, No, Ext): 7274478989 FAX (A/C, No): 7274471533 E-MAIL ADDRESS: megan@kjonesagency.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company — 25178
INSURED	INSURER B :
Compass Engineering & Surveying, Inc DBA Deuel & Associates 565 S Hercules Ave Ste 211 Clearwater, FL 33764	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY			G410615-D02-59	10/02/2018	04/02/2019	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate also covers policy numbers: 596779X49, 596779X50, 596779X51, 596779X52, 596779X53, 596779X54 and 596779X56.

CERTIFICATE HOLDER

City of Treasure Island
120 – 108th Avenue
Treasure Island, FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Megan Baur

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____ **INSTALLATION FLOATER INSURANCE:** Installation Floater insurance is to be provided to cover damage or destruction to equipment being installed or otherwise being handled or stored by the CONSULTANT. The amount of coverage should be adequate to provide full replacement value of the equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

____ **MOTOR TRUCK CARGO INSURANCE:** If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the CONSULTANT's vehicles from place of receipt to building sites or other storage sites. All risks covered are preferred.

____ **CONTRACTOR'S EQUIPMENT INSURANCE**: Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the CONSULTANT. All risks coverage is preferred.

____ **FIDELITY/DISHONESTY INSURANCE-COVERAGE FOR EMPLOYER:** Fidelity/dishonesty insurance is to be purchased to cover dishonest acts of the CONSULTANT's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc.; especially property necessary to work performed.

____ **FIDELITY/DISHONESTY INSURANCE-COVERAGE FOR CITY:** Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the CONSULTANT's employees resulting in loss to the CITY.

____ **POLLUTION LEGAL / ENVIRONMENTAL LEGAL LIABILITY INSURANCE**

For pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. Coverage should include but is not limited to: 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for

such compensation damages; 3) Cost of cleanup/remediation. Policy limits for each occurrence and general aggregate shall be no less than $ 1,000,000.

ADDITIONAL INSURANCE FOR RENOVATION OR CONSTRUCTION CONTRACTS: If checked below, the CITY requires the following types of insurance for renovation or construction contracts. This is in addition to the required coverage's previously cited and the Additional Insurance for Repair or Service or Other Contracts.

__X__ **COMMERCIAL GENERAL LIABILITY PROJECT AGGREGATE:** Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit is required by the CITY for this contract or agreement.

_____ **OWNERS PROTECTIVE LIABILITY:** For renovation or construction contracts the CONSULTANT shall provide for the CITY an Owners Protective Liability insurance policy (preferably through the CONSULTANT's insurer) in the name of the CITY.

_____ **BUILDER'S RISK:** Builder's Risk Insurance is to be purchased to cover all risks of loss in the complete and full value of the project with no coinsurance penalty provisions. This insurance shall insure the interests of the CITY, the CONSULTANT, and all subcontractors in the work and shall insure against special form causes of loss (all risk perils), including collapse during construction, for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The CONSULTANT shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the work stored on or off site or in transit. Builder's Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the CITY and written notice of the fact has been issued by the CITY.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS:
If checked below, the CITY requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

__X__ **HOLD HARMLESS:** The following replaces the previous Hold Harmless wording:

The CONSULTANT shall indemnify and hold harmless the CITY, and it's officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Melissa Canestro PHONE (A/C, No, Ext): 360-626-2008 FAX (A/C, No): 360-626-2008 E-MAIL ADDRESS: mcanestro@hallandcompany.com
INSURED COMPENG-06 Compass Engineering & Surveying Inc DBA Deuel & Associates 565 S Hercules Avenue Clearwater FL 33764	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance Company — 33138 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1413210138 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made			LHR770335	6/15/2018	6/15/2019	$1,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Treasure Island
120 - 108th Avenue
Treasure Island FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Phyllis Constantino	
MEDALLION INSURANCE SERVICES 8145 Ardrey Kell Rd Suite 203 Charlotte NC 28277	PHONE (A/C, No, Ext): (704) 256-6000	FAX (A/C, No): (704) 256-6001
	E-MAIL ADDRESS: phyllis@medallioninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : RLI Insurance Co	13056
INSURED Compass Engineering & Surveying, Inc dba Deuel & Associates 565 South Hercules Ave Ste 211 Clearwater FL 33764	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL18101005339 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PSB0007285	10/13/2018	10/13/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PSE0003640	10/13/2018	10/13/2019	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Treasure Island, its officers, officials, employees, or volunteers are included as Additional Insured as required by written contract.

CERTIFICATE HOLDER

City of Treasure Island
120-108th Avenue
Treasure Island FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any Work Authorizations issued under this Agreement. The intent of this includes all claims for financial loss with respect to the provision of, or failure to, provide professional or other services resulting in professional malpractice, or errors, or omissions liability arising out of the negligent performance of this agreement or contract, unless such claims are a result of the CITY's own negligence **(Revised 7/9/12).**

__X__ **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE:** The CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance appropriate for the type of business engaged in by the CONSULTANT with minimum limits of $1,000,000 per occurrence and in the aggregate amount of $2,000,000.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

WRITTEN AGREEMENT/CONTRACT: Any party providing services or products to the CITY will be expected to enter into a written agreement, contract or purchase order with the CITY that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole discretion of the CITY, disqualify any Party from performing services or selling products to the CITY provided, however, the CITY reserves the right to waive any such requirements.

EXHIBIT B – CONTRACTOR HOURLY RATES & CONDITIONS

CONDITIONS PERTAINING TO CONTRACTOR RATES:

ADDITIONAL EMPLOYEE CLASSIFICATIONS: If the CONSULTANT wishes to add additional employee classifications, the rates will undergo negotiation through the CITY. The CONSULTANT must provide sufficient justification for adding additional employee classifications.

ACTUAL RATE VARIATIONS: In the event that an employee's actual employee hourly cost is lower than the employee hourly cost for the employee classification presented herein, the CONSULTANT shall only charge the CITY for the employee's actual hourly cost.

TRUTH IN NEGOTIATONS: All rates for the CONSULTANT under this contract must abide by the statements made in the Truth in Negotiation Certifications attached herein.

DEUEL & ASSOCIATES
PROFESSIONAL ENGINEERING AND SURVEYING
HOURLY RATE SCHEDULE
DEUEL & ASSOCIATES
CITY OF TREASURE ISLAND

Job Classification	Rate ($ / hour)
Senior Vice President	150.00
Vice President/Officer-in-Charge	140.00
Senior Project Manager/Group Manager	130.00
Project Manager/Associate Principal	125.00
Construction Manager	100.00
Construction Engineer	90.00
Senior Engineer/Scientist	95.00
Engineer/Scientist (I-III)	85.00
Planner	65.00
Landscape Architect	65.00
Field Technician	75.00
Senior Designer	75.00
Drafter/CADD Operator	75.00
Fiscal/Accounting	60.00
Administrative/Clerical	45.00
Survey Principal, PSM	125.00
Survey Project Manager, PSM	110.00
Survey CADD Operator	75.00
Survey Supervisor	75.00
Survey Design Technician	60.00
Survey Field Crew (3 man)	125.00
Survey Field Crew (2 man)	95.00

EXHIBIT C – TRUTH IN NEGOTIATION CERTIFICATES

City of Treasure Island, Florida

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made herein may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Devel & Assoc
Name of Consultant

Signature: [signature]

9/17/18
Date

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument Drive-s license/ Personally Known was acknowledged before me this 17th day of September 2018 Albert Carrier (name of the person whose name is being notarized) as the Principal (title) of Devel & associates (name of corporation/entity), personally known to me as described herein or produced a personally Known (type of identification) as identification, and who (did / did not) take an oath.

Sherri Moore
Printed Name of Notary Public

My Commission Expires: Sept 19, 2021

SHERRI MOORE
MY COMMISSION EXPIRES SEP 19, 2021
#GG144227
NOTARY PUBLIC STATE OF FLORIDA

NOTARY SEAL ABOVE

Sherri Moore

FIRST RENEWAL, REINSTATEMENT, AND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST RENEWAL, REINSTATEMENT, AND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("First Renewal") is entered into on this ___ day of _____, 2024 ("Effective Date"), by and between the CITY OF TREASURE ISLAND, FLORIDA, a municipal corporation of the State of Florida with an address of 10451 Gulf Boulevard, Treasure Island, FL 33706 ("City"), and APPLIED SCIENCES CONSULTING INC., a Florida Corporation, whose address is 1000 North Ashley Drive, Suite 500, Tampa, FL 33602 ("Consultant")(collectively, the "Parties").

WHEREAS, the Parties entered into that certain Agreement for Professional Services on November 6, 2018 in which Consultant agreed to furnish to the City certain professional consulting services ("Agreement"); and

WHEREAS, all capitalized terms used in this First Renewal, which are not otherwise defined in this First Renewal, shall have the same meaning as set forth in the Agreement; and

WHEREAS, the initial term of the Agreement expired on November 6, 2023; and

WHEREAS, section 4 of the Agreement provides that the initial term may be renewed for up to three (3) one (1) year extension periods; and

WHEREAS, the Parties wish to reinstate the Agreement and exercise all three (3) one (1) year extension periods and to further amend the Agreement as provided for by this First Renewal; and

WHEREAS, the Parties wish to update the Agreement's rates in accordance with this renewal.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated in this First Amendment by reference.

2. **Renewal and Reinstatement.** The Agreement is reinstated and renewed for three (3) years commencing November 6, 2023, and terminating three (3) years after that date, on November 6, 2026. This First Renewal is on the same terms, conditions, and covenants as set forth in the Agreement. Except as explicitly renewed, amended, and updated by this First Renewal, all terms and conditions of the Agreement are reinstated in full force and effect.

3. **Amendment.** Exhibit B, Contractor Hourly Rates & Conditions, of the Agreement is deleted in its entirety and replaced with the First Renewal Exhibit B attached to this First Renewal.

4. **Conflicts.** All other provisions of the Agreement not specifically amended by this First Renewal shall be in full force and effect. To the extent that this First Renewal conflicts with the Agreement, the provisions of this First Renewal shall govern.

5. **Counterparts**. This First Renewal may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

6. **Authority.** The Parties represent and warrant that each is authorized to enter into this First Renewal without the consent and joinder of any other party and that the individuals executing this First Renewal have full power and authority to bind their respective party to the terms hereof.

7. **Electronic Signatures.** This First Renewal may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this First Renewal and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties have caused this First Renewal to be executed as of the date first above written.

CITY OF TREASURE ISLAND

ATTEST:

City Clerk

City Manager

CONSULTANT Applied Sciences Consulting, Inc.

Witness #1:

Print Name: Dany Araj

By:

Print Name: Elie Araj, PE

Title: President

Witness #2:

Print Name: Patrick Hunter

FIRST RENEWAL EXHIBIT B
Contractor Hourly Rates & Conditions

ADDITIONAL EMPLOYEE CLASSIFICATIONS: If the CONSULTANT wishes to add additional employee classifications, the rates will undergo negotiation through the CITY. The CONSULTANT must provide sufficient justification for adding additional employee classifications.

ACTUAL RATE VARIATIONS: In the event that an employee's actual employee hourly cost is lower than the employee hourly cost for the employee classification presented herein, the CONSULTANT shall only charge the CITY for the employee's actual hourly cost.

TRUTH IN NEGOTIATIONS: All rates for the CONSULTANT under this contract must abide by the statements made in the Truth in Negotiation Certifications attached herein.

Position/Classification/Title	Salary Plus Benefits	Consultant Provided Extension Term Rates w/ 3x Multiplier
Principal Engineer	$ 85.00	$255.00
Senior Project Manager	$ 84.13	$252.39
Chief Engineer	$ 80.00	$240.00
Senior Engineer/Project Manager	$ 69.04	$207.12
Professional Engineer	$ 70.00	$210.00
Project Engineer	$ 62.00	$186.00
Engineering Specialist	$ 43.27	$129.81
Senior Designer	$ 55.00	$165.00
Sr. Landscape Architect	$ 64.90	$194.70
Senior Scientist	$ 56.25	$168.75
Construction Inspector	$ 40.00	$120.00
Project Assistant/Clerical	$ 39.00	$117.00

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this Agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Elie Araj, PE
Printed Name of Consultant

Signature

March 25, 2024
Date

STATE OF Florida

COUNTY OF Hillsborough

March 25, 2024
Date

The foregoing instrument X was acknowledged before me this 25th day of March 2024. Elie Araj, PE (name of the person whose name is being notarized) as the President (title) of Applied Sciences Consulting (name of corporation/entity), personally known to me as described herein or produced a _____ (type of identification) as identification.

Elsie M Lewis-Storey
Printed Name of Notary Public

Notary Public State of Florida
Elsie M Lewis-Storey
My Commission HH 421272
Expires 7/29/2027

My Commission Expires: July 29, 2027

NOTARY SEAL ABOVE

FIRST RENEWAL, REINSTATEMENT, AND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST RENEWAL, REINSTATEMENT, AND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("First Renewal") is entered into on this ___ day of _____, 2024 ("Effective Date"), by and between the CITY OF TREASURE ISLAND, FLORIDA, a municipal corporation of the State of Florida with an address of 10451 Gulf Boulevard, Treasure Island, FL 33706 ("City"), and Stantec Consulting Services, Inc., a Florida corporation, whose address is 6920 Professional Parkway East, Sarasota, Florida 34240 ("Consultant")(collectively, the "Parties").

WHEREAS, the City and Cardno ("Original Consultant") entered into that certain Agreement for Professional Services on November 6, 2018 in which Original Consultant agreed to furnish to the City certain professional consulting services ("Agreement"); and

WHEREAS, Original Consultant has since been acquired by Consultant, to whom the Agreement was assigned; and

WHEREAS, all capitalized terms used in this First Renewal, which are not otherwise defined in this First Renewal, shall have the same meaning as set forth in the Agreement; and

WHEREAS, the initial term of the Agreement expired on November 6, 2023; and

WHEREAS, section 4 of the Agreement provides that the initial term may be renewed for up to three (3) one (1) year extension periods; and

WHEREAS, the Parties wish to reinstate the Agreement and exercise all three (3) one (1) year extension periods and to further amend the Agreement as provided for by this First Renewal; and

WHEREAS, the Parties wish to update the Agreement's rates in accordance with this renewal.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated in this First Amendment by reference.

2. **Renewal and Reinstatement.** The Agreement is reinstated and renewed for three (3) years commencing November 6, 2023 and terminating three (3) years after that date, on November 6, 2026. This First Renewal is on the same terms, conditions, and covenants as set forth in the Agreement. Except as explicitly renewed, amended, and updated by this First Renewal, all terms and conditions of the Agreement are reinstated in full force and effect.

3. **Amendment.** Exhibit B, Contractor Hourly Rates & Conditions, of the Agreement is deleted in its entirety and replaced with the First Renewal Exhibit B attached to this First Renewal.

4. **Conflicts.** All other provisions of the Agreement not specifically amended by this First Renewal shall be in full force and effect. To the extent that this First Renewal conflicts with the Agreement, the provisions of this First Renewal shall govern.

5. **Counterparts**. This First Renewal may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

6. **Authority.** The Parties represent and warrant that each is authorized to enter into this First Renewal without the consent and joinder of any other party and that the individuals executing this First Renewal have full power and authority to bind their respective party to the terms hereof.

7. **Electronic Signatures.** This First Renewal may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this First Renewal and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties have caused this First Renewal to be executed as of the date first above written.

CITY OF TREASURE ISLAND

ATTEST:

City Clerk

City Manager

CONSULTANT

Witness #1:

Print Name: Bonnie Lee Schade

By:

Print Name: Francisco B. Domingo

Title: Principal

Witness #2:

Print Name: Tracie Hunt

FIRST RENEWAL EXHIBIT B
Contractor Hourly Rates & Conditions

ADDITIONAL EMPLOYEE CLASSIFICATIONS: If the CONSULTANT wishes to add additional employee classifications, the rates will undergo negotiation through the CITY. The CONSULTANT must provide sufficient justification for adding additional employee classifications.

ACTUAL RATE VARIATIONS: In the event that an employee's actual employee hourly cost is lower than the employee hourly cost for the employee classification presented herein, the CONSULTANT shall only charge the CITY for the employee's actual hourly cost.

TRUTH IN NEGOTIATIONS: All rates for the CONSULTANT under this contract must abide by the statements made in the Truth in Negotiation Certifications attached herein.

Position/Classification/Title	Salary Plus Benefits	Consultant Provided Extension Term Rates w/ 3x Multiplier
Archaeologist 1	$ 42.36	$ 127.08
Archaeologist 2	$ 44.95	$ 134.85
Architect	$ 105.05	$ 315.15
Assistant Planner (Planner 1)	$ 43.04	$ 129.12
Associate Planner (Planner 2)	$ 48.41	$ 145.23
Principal Planner (Planning Manager)	$ 100.73	$ 302.19
Senior Planner (Planner 3)	$ 85.20	$ 255.60
Clerical	$ 36.87	$ 110.61
Senior Clerical	$ 42.93	$ 128.79
Landscape Architect	$ 48.10	$ 144.30
Senior Landscape Architect	$ 68.43	$ 205.29
Registered Landscape Architect	$ 120.07	$ 360.21
CAD Technician 1	$ 45.98	$ 137.94
CAD Technician 2	$ 50.50	$ 151.50
Senior CAD designer	$ 66.16	$ 198.48
Construction Administrator	$ 45.30	$ 135.90
Construction Manager 1	$ 83.73	$ 251.19
Construction Manager 2	$ 93.61	$ 280.83
Construction Project Representative 1	$ 45.22	$ 135.66
Construction Project Representative 2	$ 53.57	$ 160.71
Ecologist	$ 48.83	$ 146.49
Engineer 1	$ 43.63	$ 130.89
Engineer 2	$ 53.24	$ 159.72
Environmental Biologist	$ 46.16	$ 138.48
GIS Specialist I	$ 62.32	$ 186.96
GIS Specialist II	$ 90.01	$ 270.03
Senior GIS Analyst	$ 122.72	$ 368.16
Hydrogeologist 1		$ -
Hydrogeologist 2		$ -
Senior Hydrogeologist 1		$ -
Senior Hydrogeologist 2		$ -
Senior Hydrogeologist 3		$ -
Surface/Groundwater Hydrogeologist		$ -

Surface/Groundwater Hydrogeologist		
Senior Surface Ground Water Hydrogeologist 1	$ 73.85	$ 221.55
Senior Surface Ground Water Hydrogeologist 2	$ 112.15	$ 336.45
Instrumentation & Controls Project Manager	$ 138.91	$ 416.73
Instrumentation & Controls Engineer 3	$ 123.31	$ 369.93
Instrumentation & Controls Field Engineer	$ 56.44	$ 169.32
Instrumentation & Controls Senior CAD Designer	$ 83.91	$ 251.73
Operations Manager		$ -
Project Administrator	$ 38.65	$ 115.95
Project Analyst		$ -
Project Engineer 1	$ 63.77	$ 191.31
Project Engineer 2	$ 73.65	$ 220.95
Senior Engineer 1	$ 57.74	$ 173.22
Senior Engineer 2	$ 73.65	$ 220.95
Senior Engineer 3	$ 85.52	$ 256.56
Project Manager	$ 85.82	$ 257.46
Senior Project Manager	$ 74.89	$ 224.67
Project Scientist 1	$ 48.83	$ 146.49
Project Scientist 2	$ 64.55	$ 193.65
Scientist	$ 32.87	$ 98.61
Senior Scientist 1	$ 83.91	$ 251.73
Senior Scientist 2	$ 91.81	$ 275.43
Senior Land Surveyor	$ 91.22	$ 273.66
Survey Technician	$ 44.95	$ 134.85
Survey Crew Chief	$ 43.67	$ 131.01
2- Person Survey Crew (Hour)		$ 200.00
3- Person Survey Crew (Hour)		$ 255.00
SUE Designating Crew (Hour)		$ 180.00
Sue Locating Crew (Hour)		$ 240.00
Traffic Operations Engineer	$ 98.22	$ 294.66
Traffic Engineer	$ 94.97	$ 284.91
Principal In Charge	$ 121.67	$ 365.01

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this Agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Francisco B. Domingo
Printed Name of Consultant

Signature

March 20, 2024
Date

STATE OF Florida

COUNTY OF Sarasota

March 20, 2024
Date

The foregoing instrument _____ was acknowledged before me this 20th day of MARCH 2024. FRANCISCO B. DOMINGO (name of the person whose name is being notarized) as the PRINCIPAL (title) of STANTEC CONSULTING SERVICES INC (name of corporation/entity), personally known to me as described herein or produced a N/A (type of identification) as identification.

BONNIE LEE SCHADE
MY COMMISSION # HH 185082
EXPIRES: November 15, 2025
Bonded Thru Notary Public Underwriters

BONNIE LEE SCHADE
Printed Name of Notary Public

My Commission Expires: 11/15/2025

NOTARY SEAL ABOVE

FIRST RENEWAL, REINSTATEMENT, AND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST RENEWAL, REINSTATEMENT, AND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("First Renewal") is entered into on this ___ day of _____, 2024 (“Effective Date”), by and between the CITY OF TREASURE ISLAND, FLORIDA, a municipal corporation of the State of Florida with an address of 10451 Gulf Boulevard, Treasure Island, FL 33706 ("City"), and Transystems Corporation Consultants of Florida, whose address is 2400 Pershing Road., Suite 400, Kansas City, MO 64108 ("Consultant")(collectively, the "Parties").

WHEREAS, the City and Deuel and Associates (“Original Consultant”) entered into that certain Agreement for Professional Services on September 4, 2018 in which Original Consultant agreed to furnish to the City certain professional consulting services (“Agreement”); and

WHEREAS, Original Consultant has since been acquired by Consultant, to whom the Agreement was assigned; and

WHEREAS, all capitalized terms used in this First Renewal, which are not otherwise defined in this First Renewal, shall have the same meaning as set forth in the Agreement; and

WHEREAS, the initial term of the Agreement expired on September 4, 2023; and

WHEREAS, section 4 of the Agreement provides that the initial term may be renewed for up to three (3) one (1) year extension periods; and

WHEREAS, the Parties wish to reinstate the Agreement and exercise all three (3) one (1) year extension periods and to further amend the Agreement as provided for by this First Renewal; and

WHEREAS, the Parties wish to update the Agreement’s rates in accordance with this renewal.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated in this First Amendment by reference.

2. **Renewal and Reinstatement.** The Agreement is reinstated and renewed for three (3) years commencing September 4, 2023 and terminating three (3) years after that date, on September 4, 2026. This First Renewal is on the same terms, conditions, and covenants as set forth in the Agreement. Except as explicitly renewed, amended, and updated by this First Renewal, all terms and conditions of the Agreement are reinstated in full force and effect.

3. **Amendment.** Exhibit B, Contractor Hourly Rates & Conditions, of the Agreement is deleted in its entirety and replaced with the First Renewal Exhibit B attached to this First Renewal.

4. **Conflicts.** All other provisions of the Agreement not specifically amended by this First Renewal shall be in full force and effect. To the extent that this First Renewal conflicts with the Agreement, the provisions of this First Renewal shall govern.

5. **Counterparts**. This First Renewal may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

6. **Authority.** The Parties represent and warrant that each is authorized to enter into this First Renewal without the consent and joinder of any other party and that the individuals executing this First Renewal have full power and authority to bind their respective party to the terms hereof.

7. **Electronic Signatures.** This First Renewal may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this First Renewal and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties have caused this First Renewal to be executed as of the date first above written.

CITY OF TREASURE ISLAND

ATTEST:

City Clerk

City Manager

CONSULTANT

Witness #1:

Elizabeth Zayas

Print Name: Elizabeth Zayas

By: Bo Sanchez

Print Name: Bo Sanchez
Title: SE Regional Vice President

Witness #2:

Print Name: Gabriel Echeverria

FIRST RENEWAL EXHIBIT B
Contractor Hourly Rates & Conditions

ADDITIONAL EMPLOYEE CLASSIFICATIONS: If the CONSULTANT wishes to add additional employee classifications, the rates will undergo negotiation through the CITY. The CONSULTANT must provide sufficient justification for adding additional employee classifications.

ACTUAL RATE VARIATIONS: In the event that an employee's actual employee hourly cost is lower than the employee hourly cost for the employee classification presented herein, the CONSULTANT shall only charge the CITY for the employee's actual hourly cost.

TRUTH IN NEGOTIATIONS: All rates for the CONSULTANT under this contract must abide by the statements made in the Truth in Negotiation Certifications attached herein.

Position/Classification/Title	Salary Plus Benefits	Consultant Provided Extension Term Rates w/ 3x Multiplier
Senior Project Manager	$86.67	$260.00
Senior Engineer/Project Manager	$80.00	$240.00
Construction Inspector	$51.67	$155.00
Project Engineer	$50.00	$150.00
Engineering Specialist	$41.67	$125.00
Senior Designer	$41.67	$125.00
Industry Specialist (Landscape Architect)	$43.33	$130.00
Survey Tech	$33.33	$100.00
Designer/Technician	$41.67	$125.00
Project Assistant/Clerical	$26.67	$80.00
Survey Department Manager	$55.00	$165.00
Project Surveyor	$50.00	$150.00
Field Surveyor	$22.33	$67.00
3-Person Survey Crew	$70.00	$210.00
2-Person Survey Crew	$53.33	$160.00
1- Person Survey Crew	$40.00	$120.00
Survey Crew Day rate w/drafting and PM	$900.00	$2,700.00
Survey Hydro Crew Day Rate	$1,233.33	$3,700.00

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this Agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

James (Bo) Sanchez
Printed Name of Consultant

Bo Sanchez
Signature

March 25, 2024
Date

STATE OF Florida

COUNTY OF Pinellas

March 25th, 2024
Date

The foregoing instrument James (Bo) Sanchez was acknowledged before me this 25th day of March 2024. James (Bo) Sanchez (name of the person whose name is being notarized) as the Principal AVP (title) of Transystems Corporation (name of corporation/entity), personally known to me as described herein or produced a N/a (type of identification) as identification.

Rachel H. Maxwell
Printed Name of Notary Public

RACHEL H. MAXWELL
MY COMMISSION # HH 233292
EXPIRES: February 27, 2026

My Commission Expires: February 27th, 2026 NOTARY SEAL ABOVE

AGENDA ITEM NO. J.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Celine Kidwell, Administration

ITEM TYPE: Appointments

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Appointment of City Commissioners to Local Boards for 2024

BACKGROUND:

Current Commission Board Appointments for the 2023-2024 term.

Board	Representative	Alternate 1
Barrier Islands Government Council	Mayor Payne	Commission Doctor
Gulf Beaches Public Library	Commissioner Toth	Vacant (Resident)
Pinellas Continuum of Care	Commissioner Wetzel	
Suncoast League of Cities	Vice Mayor	Commission Doctor
Tampa Bay Regional Planning Council	Commissioner Wetzel	Commission Toth
Treasure Island & Madeira Beach Chamber	Commissioner Doctor	

POLICY/PURPOSE: To discuss and appoint City Commissioners to represent the city on various local boards for the year 2024, aligning with our City Values as outlined in the Strategic Plan.

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: City Commissioners are appointed annually to represent the city on various local Boards following the swearing-in of new

Commissioners.

For consideration and discussion, Commissioner appointment to local boards ensuring effective representation.

Barrier Island Government Council (Big-C), established in 1990, unites eleven west coast Florida municipalities to address shared challenges like tourism, environmental conservation, and public safety. By fostering collaboration, BIG C amplifies their collective voice when engaging with government entities while respecting each city's individuality. Mayor serves as the city's representative.

The Gulf Beaches Public Library, part of the Pinellas Public Library Cooperative (PPLC) since 1989, collaborates with other libraries in Pinellas County to enhance services for residents. This cooperation allows for resource sharing and access to additional materials like audio CDs, DVDs, and internet services. The library's growth, including a 1988 expansion and a 2022 renovation funded by a charitable donation, reflects its commitment to meeting community needs.

The Pinellas CoC (Continuum of Care) is a collaborative network comprising individuals, service providers, government officials, and businesses. aiming to minimize homelessness in the city by coordinating resources and community partners to prevent and end homelessness. We participate in the CoC to contribute to this shared mission of creating a community where homelessness is rare, brief, and a one-time experience.

Suncoast League of Cities (SLC), comprising 25 member cities across three counties, serves as a unified voice for West Central Florida municipalities. Supported by the Florida League of Cities, SLC advocates for local interests at the state level, engaging with the Florida Legislature, Governor's office, and state agencies. We are part of SLC to ensure our city's interests are represented effectively and to contribute to broader discussions on urban policy and administration in Florida.

Tampa Bay Regional Planning Council (TBRPC) offers technical assistance and promotes regional collaboration among member governments to address shared issues and needs. We participate in TBRPC to contribute to this collaborative approach and ensure our city's interests are heard and considered in regional discussions and decision-making processes.

Treasure Island & Madeira Beach Chamber of Commerce supports businesses in Treasure Island, recognizing their

challenges with tourist seasons and local resident needs. We're a part of the Chamber to benefit from its resources and opportunities, helping our businesses grow and become more visible.

Note: The motion should specify the City Commissioner(s) being appointed to each board. Following discussion and agreement, a vote shall be taken to finalize the appointments.

FUNDING:

There is no fiscal impact associated with the appointment of City Commissioners to the local boards for the year 2024.

MOTION:

I move to appoint City Commissioners to the following local Boards for the year 2024.

Board	**Representative Alte**
Barrier Island Government Council (BIG-C)	
Gulf Beaches Public Library (GBPL)	
Pinellas Continuum of Care (CoC)	
Suncoast League of Cities (SLC)	
Tampa Bay Regional Planning Council (TBRPC)	
Treasure Island & Madeira Beach Chamber	

ATTACHMENTS: