

**THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE**

**BOARD OF COMMISSIONERS
REGULAR MEETING**

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

6:00 P.M.

TUESDAY, JULY 12, 2016

COMMISSION CHAMBERS

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE – COMMISSIONER TERRY LISTER

C. ROLL CALL

D. APPROVAL OF THE MINUTES

1. **BOC WORKSHOP** **APRIL 26, 2016**
2. **BOC REGULAR MEETING** **MAY 10, 2016**

E. APPROVAL OF THE AGENDA

DAIS LOG REVIEW

F. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES

G. CONSENT AGENDA

1. **BOARD OF COMMISSIONERS DISTRICT 4 APPOINTMENT**

CITY CHARTER, ARTICLE II, SECTION 2.2 (3) FILLING OF VACANCIES. ...A VACANCY OF THE OFFICE OF DISTRICT COMMISSIONER ... SHALL BE FILLED WITHIN 30 DAYS OF ITS OCCURRENCE BY A MAJORITY VOTE OF THE REMAINING MEMBERS OF THE BOARD OF COMMISSIONERS...ANY PERSON SELECTED TO FILL SUCH A VACANCY SHALL POSSESS ALL THE QUALIFICATIONS REQUIRED OF A COMMISSION MEMBER BY THIS CHARTER AND BY LAW...THE PERSON SELECTED TO FILL A VACANCY IN THE OFFICE OF DISTRICT COMMISSIONER SHALL SERVE THE UNEXPIRED TERM OF THE OFFICE.

**COMMISSIONER DISTRICT 4
HOUSH GHOVAEE**

2. **SELECTION OF VICE-MAYOR**

CITY CHARTER, ARTICLE 4.4 – VICE-MAYOR; THE BOARD OF COMMISSIONERS SHALL APPOINT A VICE-MAYOR AT ITS FIRST REGULAR MEETING FOLLOWING THE ELECTION. THE TERM OF VICE-MAYOR SHALL BE FOR ONE (1) YEAR. THE VICE-MAYOR SHALL ACT AS MAYOR DURING THE ABSENCE OR DISABILITY OF THE MAYOR. SHOULD THE VICE-MAYOR BE REQUIRED TO ACT AS MAYOR FOR A PERIOD IN EXCESS OF THIRTY (30) DAYS, HE/SHE SHALL RECEIVE THE COMPENSATION OF THE MAYOR RETROACTIVE TO THE DATE UPON WHICH HE/SHE ASSUMED THE MAYORAL DUTIES.

H. CONTRACTS/AGREEMENTS

1. AUTHORIZATION OF GRANT AGREEMENT #HL059 WITH FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$350,000.
2. APPROVAL OF AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT.
3. APPROVAL FOR THE CITY TO MODIFY FEMA MITIGATION SUBGRANT AGREEMENT 15FM-J2-08-62-02-272 WITH FDEM TO REFLECT A BUDGET AND SCOPE OF WORK INCREASE, BOTH FEDERAL AND NON-FEDERAL.
4. APPROVAL OF MADEIRA BEACH BUS SHELTER MAINTENANCE AGREEMENT WITH PINELLAS SUNCOAST TRANSIT AUTHORITY.

I. UNFINISHED BUSINESS – NONE

J. NEW BUSINESS

1. **PUBLIC HEARING FOR ALCOHOLIC BEVERAGE APPLICATION #2016.05**

A PUBLIC HEARING TO CONSIDER ALCOHOLIC BEVERAGE APPLICATION #2016.05 FOR A 2COP LICENSE (BEER AND WINE ONLY/SALE BY THE DRINK FOR CONSUMPTION ON PREMISES AND PACKAGE SALES IN SEALED CONTAINERS) ON A WATER TAXI BOAT WHOSE PLACE OF BUSINESS IS LOCATED AT 170 JOHN'S PASS BOARDWALK.

2. [ORDINANCE 2016-06*](#)

A FIRST READING OF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING SECTION 86-29 OF THE CODE OF ORDINANCES TO PROVIDE FOR ADMINISTRATIVE WAIVERS; PROVIDING FOR PURPOSE, APPLICABILITY, AUTHORITY, APPLICATION PROCESS, REVIEW, FINDINGS AND DECISION, CONDITIONS OF APPROVAL, AND APPEAL PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

**Contingent on recommendation from Planning Commission on July 11, 2016 Meeting.*

3. [CITY MANAGER'S PROPOSED BUDGET DISCUSSION](#)

DISCUSSION ON CITY MANAGER'S PROPOSED BUDGET FOR FISCAL YEAR 2017 PRESENTED BY CITY MANAGER SHANE B. CRAWFORD AND ASSISTANT CITY MANAGER VINCENT M. TENAGLIA.

4. [RESOLUTION 2016-23](#)

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2017 MAXIMUM MILLAGE RATE; SCHEDULING PUBLIC HEARING DATES FOR BUDGET ADOPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

5. [RESOLUTION 2016-24](#)

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CITY OF MADEIRA BEACH FEES AND COLLECTION PROCEDURE MANUAL TO REFLECT THE FEE REVISIONS TO ARTICLE I (CITY CLERK), ARTICLE II (COMMUNITY SERVICES) AND ARTICLE V (PARKS & RECREATION); AND PROVIDING FOR AN EFFECTIVE DATE.

6. [RFP #2013-147 AND #2013-149 BID AWARD](#)

RFP #2013-147 AND #2013-149 FOR STORMWATER DRAINAGE IMPROVEMENTS BID AND CONTRACT AWARDED TO KEYSTONE IN THE AMOUNT OF \$4,445,492.20.

A. [AUTHORIZATION OF EXPENDITURES](#)

AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$3,926,995 FOR STORMWATER DRAINAGE AND ROADWAY IMPROVEMENTS, IN ACCORDANCE WITH RFP #2013-147 AND #2013-149.

7. [CITY MANAGER DISCUSSION – PLANNING & ZONING DEPARTMENT STAFFING UPDATE](#)

UPDATE ON PLANNING & ZONING DEPARTMENT STAFFING CHANGES AND EXECUTIVE ASSISTANT TO THE CITY MANAGER'S WAGE ADJUSTMENT PRESENTED BY CITY MANAGER SHANE B. CRAWFORD.

K. REPORTS/CORRESPONDENCE

- CITY COMMISSION
- CITY ATTORNEY
- CITY MANAGER
- CITY CLERK

L. ADJOURNMENT

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

BROADCAST ON BRIGHT HOUSE GOVERNMENT ACCESS CHANNEL 640

Posted July 8, 2016



MADEIRA BEACH BOARD OF COMMISSIONERS

July 6, 2016 – Agenda Report

FROM: Shane B. Crawford, City Manager

SUBJECT: BOARD OF COMMISSIONERS DISTRICT 4 APPOINTMENT

BACKGROUND: At the June 14, 2016, Vice-Mayor Patricia Shontz resigned from her District 4 Commissioner seat. After that meeting, the vacancy was advertised in the Beach Beacon, the City website, and the outside digital sign. Applications were made available online and in the lobby.

The City established the application deadline of July 1, 2016 to ensure that the Board had ample time to consider received applications. Three were received by 4:30 p.m. on Friday, July 1, 2016 from John E. Douthirt, Joseph Fala, and Housh Ghovae.

On Tuesday, July 5, 2016, the City Clerk distributed the applications along with a tabulation sheet that was then reviewed by each remaining Commissioner. The preferences from each Commissioner were noted on a tabulation form and the highest ranked candidate was Housh Ghovae.

BUDGETARY

IMPACT: N/A

RECOMMENDED BY STAFF: The remaining Board of Commissioners ranked the candidates and the applicant with the highest rank was Housh Ghovae.

ATTACHMENT(S): District 4 Applicant Tabulation Form



CITY APPOINTED BOARDS – TABULATION FORM

For each of the following boards, please rank each applicant from most preferred (1) to least preferred (3). The highest ranked applicant will be selected for appointment to the Board of Commissioners for District 4 for the remainder of the vacant term.

	MAYOR	COMMISSIONER DISTRICT 1	COMMISSIONER DISTRICT 2	COMMISSIONER DISTRICT 3	TOTAL
John E. Douthirt	3	3	2	1	9
Housh Ghovae	1	1	1	3	6
Joseph Fala	2	2	3	2	9

*There were two typos that were brought to the City Clerk's attention so the Board of Commissioners was contacted and a new form emailed. Those typos are shown corrected in red.



MADEIRA BEACH BOARD OF COMMISSIONERS

July 6, 2016 – Agenda Report

FROM: Shane B. Crawford, City Manager

SUBJECT: SELECTION OF VICE-MAYOR

BACKGROUND: According to the City Charter, Article 4.4, the Board is required to select a Vice-Mayor at the first regular meeting following an election. This year, Patricia Shontz was unanimously selected but has since resigned.

The Board is required to reappoint a new Vice-Mayor for the remainder of this year until the March 2017 Municipal Election. The recently appointed Commissioner is also eligible to be appointed as Vice-Mayor.

BUDGETARY

IMPACT: N/A

RECOMMENDED This is a decision solely based on the discretion from the Board of
BY STAFF: Commissioners; however, it may be preferable to keep the Vice-Mayor title as District 4 to maintain the regular rotation.

ATTACHMENT(S): N/A



MADEIRA BEACH BOARD OF COMMISSIONERS

July 5, 2016 – Agenda Report

FROM: Sea S. Marshall-Barley, Administrative Support Specialist

SUBJECT: **AUTHORIZATION OF GRANT AGREEMENT #HL059 WITH FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$350,000**

BACKGROUND: This is a cost reimbursement agreement with the Florida Department of Economic Opportunity in the amount of \$350,000 to be used toward the beautification and electrical improvements in John’s Pass Village.

BUDGETARY
IMPACT: \$350,000 State Appropriation for the FY2017 Budget

RECOMMENDED Staff recommends approval of Agreement #HL059
BY STAFF:

ATTACHMENT(S): Agreement #HL059

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and ***The City of Madeira Beach*** (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

I. GRANTEE AGREES:

A. Performance Requirements:

Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all of its attachments and/or exhibits, which are incorporated by reference herein.

B. Type of Agreement:

This Agreement is a ***cost reimbursement*** agreement.

C. Agreement Period:

The term of this Agreement begins on July 1, 2016, and ends on June 30, 2017. DEO is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee’s satisfactory performance of all duties and obligations hereunder, as determined by DEO.

D. Agreement Payment:

This Agreement shall not exceed ***three hundred fifty thousand dollars (\$350,000)*** which shall be paid by DEO in consideration for Grantee’s provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an “annual appropriation” of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):

1. Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
4. Grantee shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Grantee of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
7. Renewal: This Agreement may not be renewed.
8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Grantee; whereas, intellectual property rights to all property created or otherwise developed by Grantee specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws of the State of Florida:

1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For

avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.

2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030, F.A.C. and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.
3. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO'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 this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.
4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement 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 an agreement 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including,

but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

- 7. Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

8. Mandatory Disclosure Requirements:

- a. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
- b. Convicted Vendors:** Grantee shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.5 above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- c. Vendors on Scrutinized Companies Lists:** If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or engaged in business operations in Cuba or Syria.
- 1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.
 - 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of

this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.

3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

d. Discriminatory Vendors: Grantee shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S. appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

- 1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
- 2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
- 3) submit bids, proposals, or replies on leases of real property to a public entity;
- 4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or
- 5) transact business with any public entity.

9. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

10. Information Release:

a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

- b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.
- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.
- h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO

deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Oppourtunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

11. Funding Requirements of Section 215.971(1), F.S.:

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. 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 (http://www.myfloridacfo.com/aadir/reference_guide/).
- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.
- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

G. Grantee Payments:

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<http://www.myfloridacfo.com/aadir/interest.htm>

H. Final Invoice:

Grantee shall submit the final invoice for payment to DEO no later than 60 days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

I. Return or Recoupment of Funds:

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants,

memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

L. Employment Eligibility Verification:

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Grantee to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,
 - b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm
3. If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

M. Duty of Continuing Disclosure of Legal Proceedings:

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
 - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
 - b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

N. Assignments and Subcontracts:

1. Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. Grantee agrees that 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 Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
 5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
 6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
 7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.
- O. MyFloridaMarketPlace Transaction Fee:** disbursements of State financial assistance to a recipient are exempt from this Transaction Fee pursuant to Rule 60A-1.032(1)(i), F.A.C.
- P. Nonexpendable Property:**
1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
 2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

Q. Requirements Applicable to the Purchase of or Improvements to Real Property:

Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, such funds are contingent upon Grantee granting to DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

R. Information Resource Acquisition:

Grantee shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

S. Insurance:

During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance

coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO 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 Grantee providing such insurance. The following types of insurance are required.

1. Grantee's Commercial General Liability Insurance:

Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3. Other Insurance:

During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

T. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business

operations information, or commercial proprietary information in the possession of the State or DEO.

4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, sub-contractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Grantee, its employees, agents, or representatives which is not in compliance with the terms of this Agreement (of which it becomes aware). Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

U. Warranty of Ability to Perform:

Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

V. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable.
2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Grantee shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

W. Independent Contractor Status:

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent Contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida.

Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.
3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

X. Electronic Funds Transfer:

Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. GRANTEE AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of

Grantee. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review

pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. Indemnification (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to 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 the State or DEO.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO 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. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost

data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or 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 them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar 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) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE 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. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO 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 DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from 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 the Agreement in whole or in part.

H. Severability:

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not

in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Authority of Grantee’s Signatory:

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the Grantee’s attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory’s authority to bind Grantee to this Agreement.

J. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Contact Information for Grantee and DEO Contacts:

Grantee’s Payee:	Grantee’s Agreement Manager:
The City of Madeira Beach	Vincent M. Tenaglia, Asstistant City Manager
300 Municipal Drive	300 Municipal Drive
Madeira Beach, FL 33708	Madeira Beach, FL 33708
Phone No:727-391-9951	Phone No:727-391-9951 x230
	vtenaglia@madeirabeachfl.gov

DEO’s Agreement Manager:

Demetris Thomas
107 E. Madison Street
Tallahassee, FL 32399
Phone No: 850-717-8473
Fax No: 850-717-8522
Demetris.Thomas@deo.myflorida.com

In the event that any of the information provided in Section II.K. above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

L. Notices:

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when

personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

M. Attachments and Exhibits: Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

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N. Execution:

I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Agreement by their undersigned officials duly authorized.

DEPARTMENT OF ECONOMIC OPPORTUNITY

THE CITY OF MADEIRA BEACH

By _____
Signature

Dean Izzo
Title Chief of staff

Date _____

By _____
Signature

Travis Palladeno
Title Mayor

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: _____

Approved Date: _____

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Attachment 1

SCOPE OF WORK

1. **Project Description:** For State Fiscal Year 2016-2017, the Florida Legislature appropriated, three hundred fifty thousand dollars (\$350,000) in Specific Appropriation line item 2216 to the City of Madeira Beach. Funding will be used toward the beautification and electrical improvements in John's Pass Village, a commercial entertainment destination located in the City of Madeira Beach. The electrical improvements will increase the appeal of the area as a destination and help the businesses in the village attract customers late into the evening hours, by providing lighting of commercial signs, beautification such as palm tree lighting, and sufficient electrical components to facilitate street-level entertainment.
2. **Grantee Responsibilities:** Grantee Shall:
 - A. Complete the following activities for Pre-Construction and Construction as defined herein:
 - 1) Pre- Construction:
 - a) If subcontracting services under this agreement, comply with the City's competitive procurement requirements.
 - b) Provide documentation for all work associated with the Project.
 - c) Submittal of the final specifications for use in the competitive solicitation bidding process for the project.
 - d) An application and certificate for payment and schedule of values approved by the city, contractor, and certified Engineer, if applicable. Maintain records of all expenditures related to this Agreement, and submit copies of all paid receipts and invoices with each invoice as required under Section 5, Invoice Submittal and Payment Schedule. Submit all required reports and documentation required under Section 6, reporting.
 - 2) Construction:
 - e) Install LED up-lights on Palm trees selected by the City
 - f) Install Circuits, circuit breakers, and receptacles as necessary
 - g) Install amperage pedestals to provide for street-level entertainment
 - h) Remove and replace any brick pavers or asphalt as necessary
 - i) During the term of the Agreement and to the extent required by law, the Grantee shall perform in accordance with the provisions of Chapter 255, F.S.
 - B. Provide documentation for all work associated with the Project as outlined in the Scope of Work.
3. **DEO's Responsibilities:**
 - A. Monitor the ongoing activities and progress of Grantee, as DEO deems necessary, to verify that all activities are being performed in accordance with the Agreement.
 - B. Perform contract management responsibilities pursuant to the Agreement.

- C. Review Grantee’s invoices described herein, and process them on a timely basis.
- D. Maintain paper or electronic copies of all documents submitted pursuant to Section 4 and 5.
- E. Reply to reasonable inquiries and request from Grantee.

4. Deliverables:

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Pre-Construction and Construction		
Due Date: Agreement deliverables are to be completed by June 30, 2017.		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete the required tasks as specified in section 2.A.1) and 2).	Grantee shall be reimbursed upon 100% completion of deliverable as evidenced by submission of the following: <ul style="list-style-type: none"> 1) Statement from licensed engineer certifying that specified electrical work is complete. 2) Invoice package as defined in Section 5 of this Scope of Work. 	Failure to complete the minimum performance measures shall result in non-payment. DEO shall withhold 20% of the total Agreement amount until Grantee provides proof to DEO, and DEO accepts the project is 100% complete.
Total award shall not exceed \$350,000		

5. Invoice Submittal and Payment Schedule:

DEO agrees to disburse funds under this Agreement in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11, Funding Requirements of Section 215.971, F.S., of this Agreement, Grantee’s entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project.

Grantee shall provide one (1) invoice upon completion of project for all services rendered during the applicable period of time.

The following documents shall be submitted with the itemized invoice:

- A) Grantee's invoice package shall include a cover letter on Grantee's letterhead signed by Grantee's Agreement Manager certifying that all costs:
- 1) Are specifically for the Project represented to the state in the budget appropriation.
 - 2) Were incurred after June 30, 2016 and before July 1, 2017.
 - 3) Are for one or more of the tasks as outlined in this Scope of Work. Documentation of payment shall include:
 - a) Proof of payment for related Project costs in the form of a copy of the cancelled check, electronic transfer or, a copy of a check and the bank statement highlighting the cancelled check;
 - b) An updated projected vs. actual budget spreadsheet;
 - c) A report on the use of Minority and Service-Disabled Veteran Business Enterprises as described in Section I.N.6 of this Agreement;
 - d) A copy of any and all state or local regulatory and administrative approvals, permits, certifications, and inspections required for the phase(s) of the Project covered by the invoice;
 - e) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 - f) Grantee invoice shall include the date, period in which work was performed, amount of reimbursement, and percent of work completed to date; and,
 - g) Before and after photographs of the work site.
- B) All documentation necessary to support payment requests must be submitted with Grantee's invoice, as described in Section I.G. of this Agreement for DEO's review. All supporting documents must:
- a) be on company letterhead with contractors name and address;
 - b) include a date;
 - c) invoice number;
 - d) include period of performance;
 - e) description of work performed;
 - f) include unit cost and quantity; and,
 - g) If applicable; include a statement from a licensed professional certifying that the work for which reimbursement is sought is complete.

The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

6. Reporting:

The following documents shall be submitted with the monthly report:

- A.** Summary of Project progress, indicating percentage of completion of each task identified in Section 4, and providing supporting documentation from subcontractor and including copies of permits, inspections, and other certifications to support progress.

Summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement;

- B. Photographs of tasks in progress;
- C. Copies of any subcontracts; and
- D. Copies of required permits, inspections and certifications.

Close-out Report: No later than 60 days after the Agreement ends or is terminated, Grantee shall provide copies of all final certifications, paid invoices, and photographs to document completed work.

DEO may require any other information from Grantee that DEO deems necessary to verify that the services have been rendered under the Agreement.

7. Return on Investment:

Grantee was required to provide, on or before July 31, 2016, an initial report to the Executive Office of the Governor Office of Policy and Budget (EOG/OPB) identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

- A. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to EOG/OPB documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
- B. Quarterly update reports shall be provided to EOG/OPB within 30 days after the end of each quarter thereafter until Grantee is instructed by EOG/OPB that no further reports are needed.
- C. All reports shall be submitted to Jessica.Doyle@laspbs.state.fl.us, and a copy shall also be submitted to DEO's Agreement Manager.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform:

Failure to complete all deliverables in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, Deliverables, will result in assessment by DEO of the specified financial consequences. If applicable, should the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in DEO's Core Agreement.

9. Notification of Instances of Fraud:

All instances known or suspected by Grantee of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

10. Grantee's Responsibilities upon Termination:

If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- A. Stop work under this Agreement on the date and to the extent specified in the notice.
- B. Complete performance of such part of the work as shall not have been terminated by DEO.
- C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest.
- D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. Non-Discrimination: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. Disposition of Project Property:

- A. Pursuant to Section I.P.7. of this Agreement, upon termination of the Agreement period, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- B. Grantee shall provide advance written notification to DEO, if during the five (5) year period following the termination of the Agreement period, Grantee proposes to take any action that will impact its ownership of the Project property or modify the use of the Project property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, with its sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.
- C. Upon termination of the Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
 - a) Grantee is authorized to retain ownership of the improvements to real property so long as:
 - 1) Grantee is not sold, merged or acquired;
 - 2) The real property subject to the improvements is owned by Grantee; and

- 3) The real property subject to the improvements is used for the purposes provided in this Agreement.
- 4) If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in (i) above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff 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 OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO 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 DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e.,

the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Title 2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR Part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state 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 \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO 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 DEO, other state agencies, and other non-state 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 \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or 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 \$500,000 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 nonstate 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. Additional information regarding the Florida Single Audit Act can be found at:
<http://www.myflorida.com/audgen/pages/flsaa.htm>

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.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

- A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- 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, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project

State Awarding Agency: Florida Department of Economic Opportunity

Catalog of State Financial Assistance Number: 40.012

Catalog of State Financial Assistance Title: Community Development Projects

Total State Award Amount: \$350,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. *Grantee shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) located at <https://apps.fldfs.com/fsaa/catalog.aspx> and the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/compliance.aspx>.*
2. *The services and purposes for which the funds are to be used are identified in Attachment 1, Scope of Work, of this Agreement.*

NOTE: Title 2 CFR § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative



MADEIRA BEACH BOARD OF COMMISSIONERS

July 6, 2016 – Agenda Report

<u>FROM:</u>	Aimee Servedio, City Clerk
<u>SUBJECT:</u>	APPROVAL OF AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT.
<u>BACKGROUND:</u>	<p>Under the agreement, the City pays for maintenance of each of our signalized intersections including traffic signals, the fire pre-empt signal, the flashing pedestrian warning signals and the solar controlled crossing(s).</p> <p>In accordance with City Code, contracts with a cost in excess of \$15,000 are to be competitively bid, except when established by a state contract, another agency's bid process, or when from a sole source. The Board of Commissioners may waive the above procedures, when deemed in the City's best interest.</p> <p>Pinellas County has historically provided traffic signal maintenance service for Madeira Beach and the other beach communities, by virtue of an Interlocal Agreement. By a separate agreement, the Florida Department of Transportation (FDOT) reimburses the City a portion of this cost, based upon the signals being maintained on the state highway system.</p>
<u>BUDGETARY IMPACT:</u>	<p>The City pays the maintenance cost based on the actual cost of the service from the previous fiscal year. The current rate is approximately \$37,200.00.</p>

<u>RECOMMENDED BY STAFF:</u>	Staff recommends approval of the Traffic Signal Maintenance and Compensation Agreement.
<u>ATTACHMENT(S):</u>	Amendment to Traffic Signal Maintenance and Compensation Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and _____, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____



MADEIRA BEACH BOARD OF COMMISSIONERS

July 6, 2016 – Agenda Report

<u>FROM:</u>	Marci Forbes P.E., Deuel & Associates Engineering
<u>SUBJECT:</u>	APPROVAL FOR THE CITY TO MODIFY FEMA MITIGATION SUBGRANT AGREEMENT 15FM-J2-08-62-02-272 WITH FDEM TO REFLECT A BUDGET AND SCOPE OF WORK INCREASE, BOTH FEDERAL AND NON-FEDERAL SHARE
<u>BACKGROUND:</u>	<p>Pursuant to the federally funded subgrant agreement, executed January 15, 2015, between the Florida Department of Emergency Management (FDEM) and the City of Madeira Beach, a Budget and Scope of work increase was requested by the homeowner, submitted to FDEM by the City and approved by FEMA. The increase in budget and scope of work is due to the financial limitations of the original grant award. This grant was originally approved for a sum total of \$172,000.00 for the entire home construction project, whether FEMA or homeowner share. As such, the award amount had to be adjusted to reflect a more reasonable budgetary amount for home construction with a deep foundation. The new budget will allow for an additional \$23,180.00 of reimbursable funds and a total of \$379,725.00 for homeowner share costs.</p> <p>Due to the Privacy Act of 1974, FEMA does not allow the publication of personal information related to the homeowners and their addresses. As such, the full agreement is not provided as an attachment but has been reviewed by the City Attorney in preparation for execution by the Mayor. A redacted version of the agreement has been attached.</p>
<u>BUDGETARY IMPACT:</u>	Finance staff will request immediate reimbursement following any cash outlay related to the recipients' property. Short-term cash balance will be slightly impacted, but there is no anticipated impact to fund balance.

<u>RECOMMENDED BY STAFF:</u>	Staff recommends approval of the subgrant agreement modification associated with grant 2013-044.
<u>ATTACHMENT(S):</u>	Sample Agreement with Personal Information Redacted

Agreement Number: 15FM-J2-08-62-02-272

Project Number: FMA-PL-04-FL-2013-044

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF MADEIRA BEACH**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Madeira Beach ("the Recipient") to modify Agreement Number: 15FM-J2-08-62-02-272, dated January 15, 2015 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Flood Mitigation Assistance Grant Program of \$ 172,000.00, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Recipient desire to modify the Budget by and Scope of Work by increasing the Federal funding by \$23,180.00 under the Agreement.

WHEREAS, the Division and the Recipient desire to modify the budget line items of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by \$23,180.00, for the maximum amount payable under the Agreement to \$195,180.00, (One Hundred Ninety Five Thousand One Hundred Eighty Dollars and Zero Cents).
2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: City of Madeira Beach

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

**Attachment A
SCOPE OF WORK AND BUDGET
(1st Revision)**

Property Owners:
Property Address:



Scope of Work

The scope of work for this Mitigation Reconstruction project is to demolish the existing residence at [REDACTED] in Madeira Beach, Florida and build a new structure on the same site that is code-compliant, hazard-resistant and constructed on an elevated foundation system. The newly constructed and elevated structure shall be no more than ten (10) percent greater than that of the original structure. The new structure will have a minimum lowest finished floor elevation of fifteen (15) feet NAVD which is three (3) feet above the Base Flood Elevation of twelve (12) feet. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The new residence will be designed and constructed in compliance with the National Flood Insurance Program requirements and all applicable local, state and federal code and permitting requirements

The property owners may select the contractors of their choosing to demolish the current home and reconstruct a new residence. Madeira Beach will follow local, state, and federal procurement guidelines when selecting and contracting for services. Madeira Beach will assist the property owners with the procurement and contracting process as applicable.

Tasks

Task 1

The recipient shall enter into a Flood Mitigation Project Agreement between the City of Madeira Beach and the property owners that passes along the terms of this Federally-funded Subgrant Agreement. The agreement for mitigation reconstruction will be between the property owners and the selected elevation contractor.

Recipient will ensure that any agreement between property owners and contractor will contain the language from Section 14 (Subcontracts) of this agreement. The recipient will review and concur with property owners' selection of contractor(s) to ensure work proposed and cost fit within the grant eligible costs and budget.

The property owners shall be responsible for furnishing or contracting for all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the recipient and subsequently approved by the Division and FEMA.

The recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects. The recipient will provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The recipient shall provide a copy of a current

and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

All recipient contracts with contractors and/or subcontractors will be provided to the Division by the recipient prior to execution.

Task 2

The recipient shall monitor and manage the reconstruction of the new home in accordance with sealed engineering designs and construction plans approved by the local building official and presented to the Division by the recipient. The recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The foundation of the elevated home will be designed in consultation with a PE/structural engineer and will meet all Madeira Beach codes. In addition, Madeira Beach will be permitting and conducting inspections as needed. The completed work shall comply with all Federal, State and Local Rules and Regulations.

Construction activities will be completed by a qualified and licensed Florida contractor. The recipient must complete the project in accordance with all required permits. All work will be completed in accordance with applicable codes and standards.

Upon completion of the work, the recipient will schedule and participate in a final inspection of the completed project by the local building official, if applicable. Any deficiencies found during this final inspection will be corrected by the recipient prior to recipient's submittal of the final inspection request to the Division.

The recipient will submit a final copy of the project's as-built drawings and necessary supporting documentation, and will provide a summary of all contract scope of work changes, if any.

Additional documentation will include:

1. Local Building Official Building Permit
2. Certificate of Occupancy/Completion from a local building official as applicable
3. Color photographs of completed project sites
4. Signed notices from the affected property owner in the SFHA that the recipient will record a Deed Notice applicable to their property, as described in 6, below, and that they will maintain flood insurance.
5. Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
6. Confirmation that the recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."

7. Letter verifying compliance with the National Historic Preservation Act, to include if archaeological material or human remains were encountered during project activities, and if so, how they were handled.
8. Copy of the publication and affidavit of public notice along with all public comments and resolutions. If a meeting was held in lieu of a publication, a copy of the meeting minutes and sign in sheet must be provided.
9. Information on the methods and locations unusable equipment, debris and material were disposed of. All material must be disposed of in an approved manner and location.
10. Letter verifying whether or not any hazardous materials were encountered during project activities and copies of all required hazardous waste permits required by local, state or federal agencies.

Task 3

During the course of this agreement the recipient is required to submit requests for reimbursement. Adequate and complete source documentation is required to be submitted to support all costs (federal share and local share) related to the project. The recipient shall submit to the Division requests for reimbursement of actual construction and administrative costs related to the project as identified in the project application, sealed engineering designs, and construction plans. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The recipient is required to submit an Affidavit signed by the recipient's project manager with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The requests for reimbursement will include:

1. Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.
2. Proof of payment from the recipient to the contractor, subcontractor, and/or vendor for invoiced services.

3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The recipient must maintain accurate time records. The recipient must ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation must agree with the requested billing period. All costs submitted for reimbursement must contain adequate source documentation which may include but not be limited to: cancelled checks, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The recipient will pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient will ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Administrative Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

The recipient's final request for reimbursement should include the final construction project cost. Supporting documentation must show that all contractors and subcontractors have been paid. The Division will review all submitted requests for reimbursement for basic accuracy of information. Further, the Division will ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division will verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, will be conducted by the Division in coordination with the recipient.

Task 4

The recipient shall provide the Division with quarterly reports. These reports shall include the current status and progress by the recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this agreement, in addition to any other information requested by the Division. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

Task 5

Upon completion of the project, the recipient shall provide the Division with a request for close-out and final inspection. The close-out documentation and final inspection must be submitted by the recipient and received by the Division at the times provided in this agreement prior to the processing of a final reimbursement.

The close-out documentation and final inspection is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs. Required close-out documentation includes, but is not limited to:

1. Proof of Insurance
2. Deed Notice
3. Building Permits
4. New Elevation Certificate After Construction
5. Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area (SFHA)
6. AW-501 Form
7. Verification of compliance regarding archaeological material or human remains.
8. Letter providing information on debris disposal.
9. Letter disclosing any discovery of hazardous materials.
10. Certification from the Local Building Official or a licensed design professional verifying that the structure was designed and constructed to the local, state and federal codes
11. Verification that the final square footage is within ten (10) percent of the original structure's square footage.
12. Local Government Statement Regarding EHP (Environmental & Historic Preservation) Compliance to the Scope of Work

Deliverables

Mitigation activities for this project consist of demolishing the existing residence at [REDACTED] in Madeira Beach, Florida and building a new structure on an elevated foundation system. The new structure will have a minimum lowest finished floor elevation of fifteen (15) feet NAVD which is three (3) feet above the Base Flood Elevation of twelve (12) feet. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The new residence will be designed and constructed in compliance with the National Flood Insurance Program requirements and all applicable local, state and federal code and permitting requirements

Provided the Subgrantee performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Subgrantee based on the percentage of overall project completion.

Project Requirements and Conditions:

Environmental:

1. The recipient must follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
2. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application

to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
4. In the event of an unexpected discovery involving an undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the recipient should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries and take all reasonable measures to avoid or minimize harm to the property. The recipient, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the Division and FEMA. Project activities should not resume without verbal and/or written authorization for the Division of Historical Resources and FEMA. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
5. Recipient shall provide a copy of the public notice and copies of any feedback received and resolution of those comments.
6. Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
7. If any asbestos containing material, lead-based paint, or other hazardous materials are found during remediation or repair activities, the Recipient must comply with all federal, state, local abatement and disposal requirements. Coordination with the FDEP Division of Air Resource Management or the local pollution control agency PRIOR to any demolition or renovations of buildings that contain asbestos or asbestos-containing materials is required. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

Programmatic:

1. The Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2. A change in the scope of work MUST be approved by the Division and FEMA in advance regardless of the budget implications.
3. The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)] from the Division and FEMA.

4. Any extension of the Period of Performance must be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension must be in writing and submitted along with substantiation of a new expiration date and a new schedule of work to the Division a minimum of seventy (70) days prior to the expiration date for Division processing to FEMA.
5. The Recipient must avoid duplication of benefits between FMA and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification provided in 44 CFR 206.191.

Financial Consequences

If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the recipient’s program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

Budget

Funding Summary

Federal Share:	\$ 195,180.00
Non-Federal Share:	\$ <u>379,725.00</u>
Total Project Cost:	\$ 574,905.00

The Florida Division of Emergency Management (FDEM) shall reimburse eligible costs for this project up to \$195,180.00 (federal share).

Eligible Expenditures

The categories outlined below are generally considered eligible for reimbursement under the Flood Mitigation Assistance Program. Only reasonable eligible expenses may be reimbursed. The recipient shall provide the Division with a detailed listing of project expenditures, classified according to the listed categories, as part of any request for payment. Any expenditure that does not clearly fall under the specified categories shall be submitted to the Division for review and determination of funding eligibility under the Flood Mitigation Assistance Program.

Preliminary cost estimates for this project have been provided to the Division, and those costs that are eligible have been incorporated into the categories outlined below. The amounts set forth below are estimates, and the recipient may allow the Property Owner to exceed the estimates and be reimbursed for 100% of expenditures in a category, provided that the total reimbursement shall not exceed \$195,180.00 (federal share).

FEMA Guidelines allow grant funds to be used to cover certain pre-award costs. Pre-award costs are defined as those costs incurred after the Hazard Mitigation Assistance (HMA) application period has opened, but prior to the date of the grant award or final approval. To be eligible for HMA funding, pre-award costs must be directly related to

developing the application or subapplication, and identified as a separate line item in the cost estimate of the subapplication.

The Recipient will be reimbursed for pre-award costs separately identified in the subgrantee application that were incurred after July 19, 2013, but before June 25, 2014.

Eligible Cost Item	Total Cost	Federal Share	Non-Federal Share
Pre-Award Costs for Application Development	\$3,000.00	\$3,000.00	\$ 0.00
Engineering and project scoping	\$21,700.00	\$21,700.00	\$0.00
Demolition/Reconstruction	\$529,725.00	\$150,000.00	\$379,725.00
Project/Construction Management	\$5,000.00	\$5,000.00	\$ 0.00
Permits	\$10,480.00	\$10,480.00	\$ 0.00
Subapplicant Management Cost	\$5,000.00	\$5,000.00	\$ 0.00
TOTAL COST	\$574,905.00	\$195,180.00	\$379,725.00

Schedule of Work After Contract Execution

TASK	STARTING POINT	DURATION	TOTAL DAYS
Mitigation offer to homeowner	1	1	30
Architectural design	2	90	120
Permitting	3	60	180
Demolition/Reconstruction	4	180	360
Record deed	5	30	390
City and State inspections	6	90	480
Project closeout	7	30	510

This project was awarded on July 25, 2014 and the Period of Performance (POP) for the project expires on January 9, 2017.



MADEIRA BEACH BOARD OF COMMISSIONERS

July 7, 2016 – Agenda Report

FROM: Shane B. Crawford, City Manager

SUBJECT: **APPROVAL OF MADEIRA BEACH BUS SHELTER MAINTENANCE AGREEMENT WITH PINELLAS SUNCOAST TRANSIT AUTHORITY**

BACKGROUND: Commissioner Terry Lister budgeted for this item. The project is a pilot for new updated bus shelters.

BUDGETARY Budgeted
IMPACT:

RECOMMENDED The agreement has been reviewed by the City Attorney and the City Manager
BY STAFF: recommends approval.

ATTACHMENT(S): Madeira Beach Bus Shelter Maintenance Agreement

MADEIRA BEACH BUS SHELTER MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2016 by and between PINELLAS SUNCOAST TRANSIT AUTHORITY (hereinafter "PSTA") located at 3201 Scherer Drive, St. Petersburg, FL 33716 and CITY OF MADEIRA BEACH, a municipal corporation of the State of Florida ("Madeira Beach" or the "City"), with its principal place of business located at 300 Municipal Drive, Madeira Beach, Florida 33708 (collectively referred to as the "Parties").

WHEREFORE, PSTA operates a bus transportation system within Pinellas County, Florida;

WHEREFORE, PSTA currently owns and maintains over 500 bus shelters throughout Pinellas County.

WHEREFORE, Madeira Beach seeks to install a bus shelter on Gulf Boulevard,

WHEREFORE, PSTA has agreed to provide certain service arrangements only;

NOW THEREFORE, the parties agree as follows:

I. GULF BOULEVARD BUS SHELTERS:

A. **Locations:** Madeira Beach shall install a bus shelter at the following location ("Bus Shelters"):

- 12924 Gulf Blvd, Madeira Beach, Fl 33708

B. Rights and Responsibilities:

1) Madeira Beach

- The City of Madeira Beach will purchase, own, install, maintain and repair all facets of the Bus Shelter.
- Madeira Beach shall maintain ownership of the Bus Shelter. At no time will title or ownership rights in the Bus Shelter be created in PSTA pursuant to this Agreement.
- The City shall be responsible for the cost of and provision of any necessary engineering drawing(s) for the Shelter.

- The City is responsible for obtaining any agreement(s) that may be necessary for construction of the Bus Shelters by Florida Department of Transportation, Pinellas County, and/or Madeira Beach.
- Obtain the required FDOT Permits for the construction of the Shelter
- Pouring of the concrete bus shelter pads.
- Compliance with ADA requirements immediately adjacent to the bus shelter pad location as required by PSTA's current policies.
- Maintenance of concrete bus shelter pads during the time the Bus Shelter is in place.

Maintenance: The City of Madeira Beach shall maintain and repair the Shelter in a manner determined by the City of Madeira Beach.

Cleaning:

The City of Madeira Beach shall be responsible for ensuring the Shelter is kept in a clean condition.

Repair and Replacement:

- a. The City shall be responsible for the costs of any repairs and maintenance of the Bus Shelter. The City shall repair any damage to the Bus Shelter within a reasonable time frame. If the Bus Shelter is destroyed or becomes harmful to the public, the City shall remove the Bus Shelter remains or damage as soon as possible.

2) **PSTA**

- PSTA does not maintain any liability for the Madeira Beach owned bus shelter.
- PSTA shall not participate in any maintenance of the bus shelter structure, to include trash collection and bus shelter cleaning.

II. MISCELLANEOUS PROVISIONS:

A. Indemnification: the City Agrees to indemnify, hold harmless, and defend PSTA, its employees, officers, and agents of, from, and against, all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever, arising out of any action or omission of the City taken pursuant to this Agreement, including the City's decisions to accept, reject, place, or not place or in any other way control any advertising material, display art or copy, including but not limited to all claims whatsoever for personal injuries, property damage or for equitable or declaratory relief, including loss of use, cause by the negligent or deliberate act or omission of the City, its agents, officers, contractors or employees or anyone else for whose acts the City may be liable, or in any way arising out of this Agreement or the placement of ads on the Bus Shelter. This includes claims by the employees of the City against PSTA and the City hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability PSTA or the City of Madeira Beach may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

B. Authorized Representatives and Notices: PSTA and the City shall each designate an Authorized Representative who has authority to act on its behalf for this Agreement. All notices provided for under this Agreement shall be in writing and shall be served on the receiving party and deemed to have been duly given:

(1) On the date of delivery, if delivered personally to the party to whom notice is given, or

(2) On receipt, if made by telecopy directed to the party to whom notice is to be given at the party's telecopy number listed below or if mailed to the party to whom notice is to be given by registered or certified mail, return receipt requests, postage prepaid and properly addressed as follows:

PSTA: Mr. Brad Miller, CEO
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716
Telephone: 727-540-1800
Fax: 727-540-1913

With a Copy to: Alan S. Zimmet, Esq
One Tampa City Center
201 North Franklin Street, Suite 2700
Tampa, Florida 33602
Telephone: 813-273-6677
Fax: 813-223-2705

The City: Shane B. Crawford, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708
Telephone: (727) 391-9951
Fax: (727) 399-1131

With a Copy to: Thomas J. Trask, Esq.
City of Madeira Beach
1001 S. Ft. Harrison Avenue
Clearwater, Florida 33756
Telephone: (727) 733-0494
Fax: (727) 733-2991

(3) Assignment: This Agreement and the rights granted herein may not be assigned by the City without the prior written consent of PSTA, and such consent shall not be unreasonably withheld. Any assignment in violation of this provision shall be void.

(4) Applicable Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The parties consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

(5) Legal Relationship: The parties hereby declare that it is not their intention by this Agreement or any of the terms thereof to create a partnership, joint venture, or agency relationship between them.

(6) Section Headings: The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision hereof

(7) Entire Agreement: This Agreement, with all exhibits referenced herein, represents the entire agreement between PSTA and the City, and supersedes all prior negotiations, representations, or agreements, either written or oral.

(8) Force Majeure: Whenever a period of time is herein prescribed for action to be taken by either party, the party shall not be liable or responsible therefore, and there shall be excluded from computation for any such period of time, any delays due to the strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, injunction, insurrection, court order, or war.

(9) Authorization. Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the first date above written.

The City:

PSTA:

Madeira Beach

Pinellas Suncoast Transit Authority

By: _____

By: _____

Shane B. Crawford

Brad Miller, CEO

City Manager

Approved as to form:

Approved as to form:

Thomas J. Trask, City Attorney

Sangita Land, Chief Compliance Officer



**MADEIRA BEACH BOARD OF COMMISSIONERS
JULY 12, 2016 – AGENDA REPORT**

FROM: Michelle Orton, CFM
Planning and Zoning, Director

SUBJECT: PUBLIC HEARING to consider Alcoholic Beverage Application #2016-05 for a 2COP license (beer and wine only/sale by the drink for consumption on premises and package sales in sealed containers) on a water taxi boat whose place of business is located at 170 John's Pass Boardwalk.

BACKGROUND: Pursuant to Section 110-532, consideration of alcoholic beverage application of the Madeira Beach Code of Ordinances, Hubbard's Sea Adventures, Inc. dba Bay Taxi 1 is seeking to obtain a 2COP alcoholic beverage license for the sale of beer and wine on a boat whose docking address is 170 John's Pass Boardwalk. The zoning district is C-2 John's Pass Marine Commercial where alcoholic beverages are permitted. The city code prohibits Hubbard's Sea Adventures, Inc. from selling alcoholic beverages in zoning districts where it is not permitted.

The City of Madeira Beach and Hubbard's Sea Adventures, Inc. have entered into a Services Agreement for ferry services. The contractor has noted that his experience and expertise will allow for him to perform the duties that are set forth in that agreement.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property.

Section 110-532. Consideration of alcoholic beverage application.

When considering the alcoholic beverage application, the Board of Commissioners shall consider the following factors:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.**

Analysis: Hubbard's Sea Adventures Inc., currently have an alcoholic beverage license for other boats located at the same site. The site where the boat is located will not have an adverse effect on the character of the existing neighborhood. The majority of the time the boat will be in transit and not docked on the site during the day.

- (2) **The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.**

Analysis: The proposed use will not generate additional congestion or a safety hazard. Currently, the site has parking in the garage and parking spaces located around the office. Since this is a taxi service the majority of the passengers will be pedestrians.

- (3) **Whether or not the proposed use is compatible with the particular location for which it is proposed.**

Analysis: The use is compatible for the location. The John's Pass area is designed for charter boats and rentals. Hubbard's Sea Adventures, Inc., is an existing company that services dolphin, fishing and sightseeing cruises. Adding a taxi service in that location is compatible with the C-2 John's Pass Marine Commercial zoning district and with the existing services.

- (4) **Whether or not the proposed use will adversely affect the public safety.**

Analysis: The applicant is an existing seafaring business along John's Pass. The owner not only have their boats docked at John's Pass but around Florida. The other vessels also serve beer and wine to the customers on these charter cruises. Granting the permit will not adversely affect public safety.

- (5) **No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the code.**

Analysis: The applicant has no outstanding fines, or penalties owed to the City under any section of the code.

**BUDGETARY
IMPACT:**

N/A

STAFF

RECOMMENDATION:

Staff recommends **approval with condition** for Alcoholic Beverage Permit #16-05 to allow a 2COP alcoholic beverage license for the sale of beer and wine (beer and wine only/sale by the drink for consumption on premises and package sales in sealed containers) at Hubbard's Sea Adventures, Inc., dba Bay Taxi 1 located at 170 John's Pass Boardwalk.

Condition:

Pursuant to LDR Sec 110-529 (b) Conformity with city zoning code, "No application for permission to use vessels for the sale of alcoholic beverages shall be granted unless the property to which the boat is docked and from which it boards and unloads passengers is within a zoning district under the city zoning code which permits such use."

ATTACHMENT(S):

Public Notice
Alcoholic Beverage Permit Application Submittal
Location map
Site Photographs

Agenda Item: J-1.



**CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA 33708**

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on **TUESDAY, JULY 12, 2016** at 6:00 p.m., or as soon after as the matter may be heard, to review this application to allow a 2COP alcoholic beverage license for consumption on the premises.

THIS APPLICATION IS FOR A 2COP ALCOHOLIC BEVERAGE APPLICATION #2016-05

Operator/Manager: **CAPTAIN MARK HUBBARD**

Business Location: **170 JOHN'S PASS BOARDWALK**

Business: **HUBBARD'S SEA ADVENTURES, INC.**

Permit Request:

Pursuant to City Code Section 110-532, Consideration of Alcoholic Beverage Application, HUBBARD'S SEA ADVENTURES, INC located at 170 JOHN'S PASS BOARDWALK, Madeira Beach, Florida, is seeking a 2COP alcoholic beverage license to consume alcoholic beverages on the premises. The property is located in the C-1 Tourist Commercial and C-2 John's Pass Marine Commercial Zoning Districts.

Note:

You have received this notice because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application or write the City Clerk prior to the Public Hearing stating your opinions. The completed application is on file in the Office of the City Clerk and may be reviewed during regular business hours.

**POSTED: JUNE 23, 2016 @ Property Site, City Hall, City of Madeira Beach Website Posting Locations
(3)**



CITY OF MADEIRA BEACH
 300 MUNICIPAL DRIVE • MADEIRA BEACH, FLORIDA 33708
 PHONE (727) 391-9951 • FAX (727) 395-9361
 www.madeirabeachfl.gov



ABP Permit # _____

ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant's Name: Hubbard's Sea Adventures, Inc.

Name of Partnership, Corporation, LLC (if applicable): dba Bay Taxi 1

Mailing Address: (PO Box/ City /State/Zip): 170 John's Pass Boardwalk
MADEIRA BEACH, FL 33708

Phone(s): 727-393-1947 Email: bookkeeper@hubbardsmarina.com

Type of Ownership: Individual Partnership Corporation LLC

Name of Business: Hubbard's Sea Business Phone: 727-393-1947

Physical Address: Adventures, Inc
170 John's Pass Boardwalk Madeira Beach, FL
33708

Parcel #: 15-31-15-58320-002-0050

Legal Description: Water Taxi / Sight seeing

Number of Seats: Inside: 49 Outside: _____

Zoning District:

- C-1 Tourist Commercial
- C-2 John's Pass Marine Commercial
- C-3 Retail Commercial
- C-4 Marine Commercial
- R-3 Only Restaurant

Classification:

- Package store, beer & wine
- Retail Store, beer, wine
- Package store, beer, wine, liquor
- Restaurants
- Bar
- Club

200

Charter Boats

Number of Parking Spaces: 20 HC Parking Spaces: _____ Bike Racks: _____

Hours of Operation:

Monday: 6:00 AM - 7:00 PM

Tuesday: 6:00 AM - 7:00 PM

Wednesday: 6:00 AM - 7:00 PM

Thursday: 6:00 AM - 7:00 PM

Friday: 6:00 AM - 7:00 PM

Saturday: 6:00 AM - 7:00 PM

Sunday: 6:00 AM - 7:00 PM

General Description of Business: WATER TAXI & SIGHTSEEING

Supporting Materials Required:

Property Owner's Written Approval

Property Survey

Site Plan

Signed Certificate of Wet Zone

Questionnaire: On a separate piece of paper, please answer the following questions:

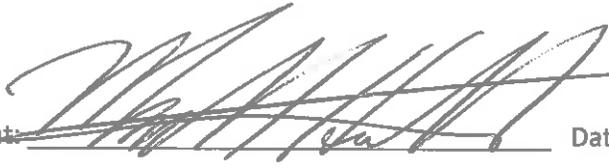
1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
3. Whether or not the proposed use is compatible with the particular location for which it is proposed.
4. Whether or not the proposed use will adversely affect the public safety.
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.

QUESTIONNAIRE:

1. Will have no effect on existing neighborhood.
2. Will create no congestion or a safety hazard.
3. Not applicable.
4. Will not interfere with public safety.
5. No fees, fines etc.... owed to the City.

Affidavit of Applicant:

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

Signature of Applicant:  Date: 4/14/18

****For City of Madeira Beach Use Only****

Fee: \$300.00 Check # _____ Cash Receipt # _____

Date Received: _____

BOC Hearing Date: _____

Approved

Denied

City Manager, City of Madeira Beach

Date: _____

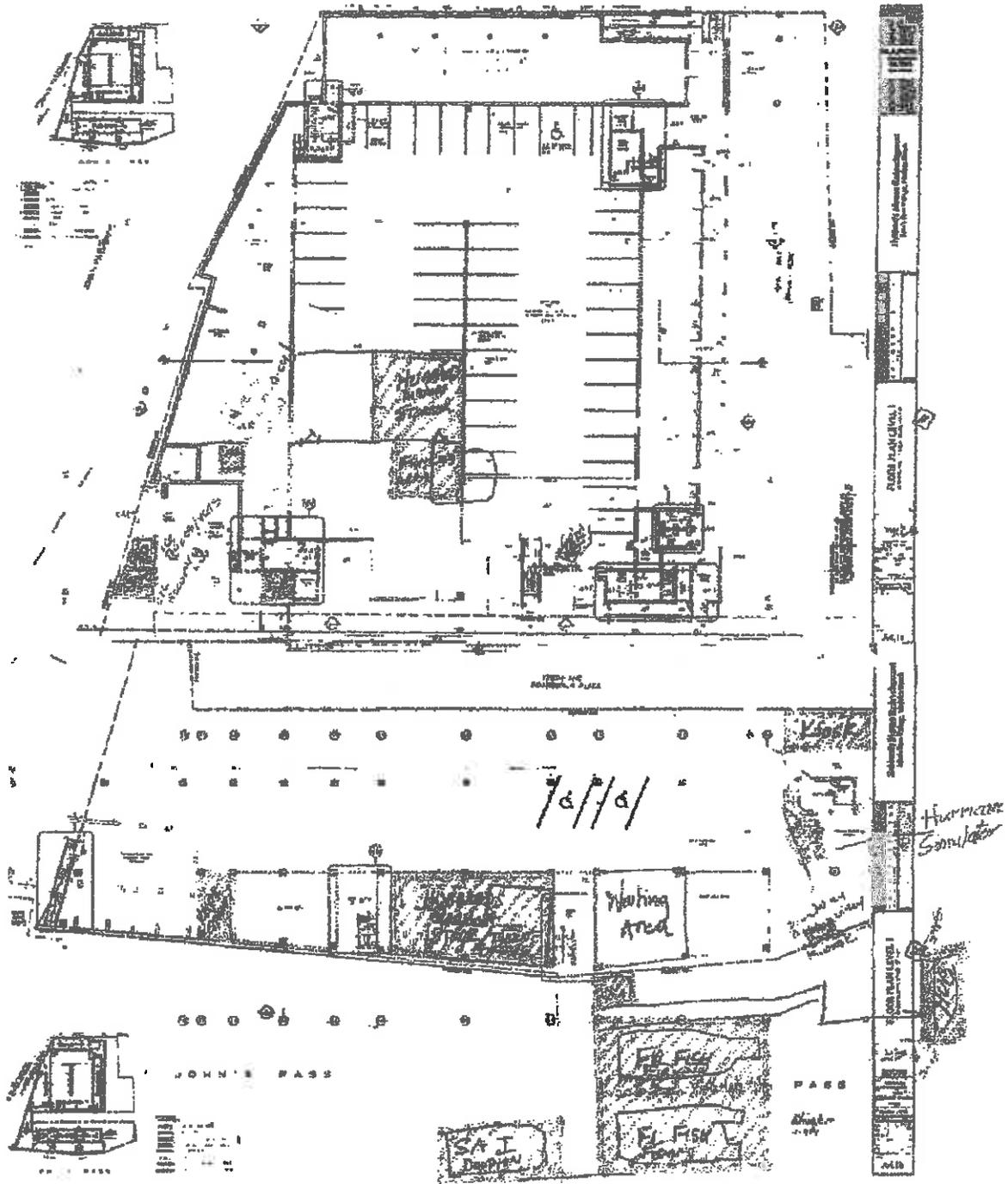
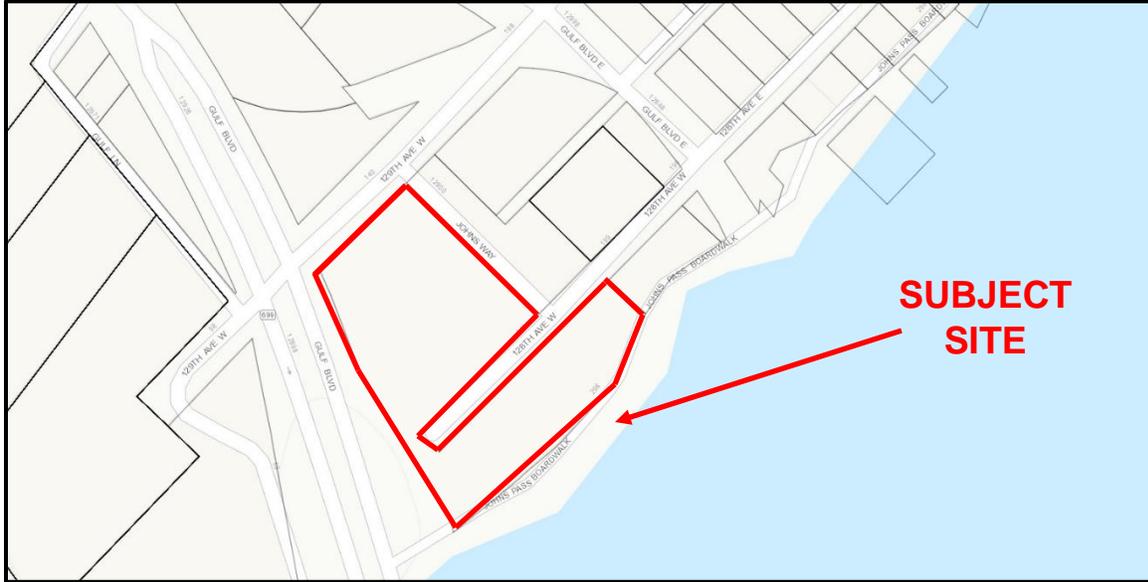


EXHIBIT A

HUBBARD'S SEA ADVENTURES, INC.
DBA BAY TAXI 1
170 JOHN'S PASS BOARDWALK



HUBBARD SEA ADVENTURES, INC.
DBA BAY TAXI 1



HUBBARD'S SEA ADVENTURES, INC
DBA BAY TAXI 1
170 JOHNS PASS BOULEVARD





**MADEIRA BEACH
BOARD OF COMMISSIONERS
JULY 6, 2016 – AGENDA MEMO**

FROM: Michelle Orton, CFM
Planning and Zoning Director

SUBJECT: **FIRST READING OF ORDINANCE NO. 2016-06 PERTAINING TO ADMINISTRATIVELY WAIVING THE CITY'S LAND DEVELOPMENT REGULATIONS WHEN SPECIAL CIRCUMSTANCES OR SPECIFIC FINDINGS APPLY.**

BACKGROUND: It has been determined by City staff that the strict application of the City's Land Development Regulations (LDR) has denied a property owner privileges enjoyed by other property owners in the same vicinity and zoning district. This has been found in older subdivisions that were platted and built prior to the City's LDR.

The granting of the waiver will only be permitted if the applicant has determined there are special circumstances and specific findings that have been made. Waivers will not be granted for permitted land uses, density, floor area ratio, specific prohibitions (ex. prohibited signs), and procedural requirements. The waiver would not grant special privileges inconsistent with the limitations on other properties in the vicinity and zoning district in which the property is located and would ensure that the approval complies with the required findings.

**BUDGETARY
IMPACT:** N/A

**STAFF
RECOMMENDATION:** City staff and the Local Planning Agency/Planning Commission recommends **APPROVAL** to the Board of Commissioners for Ordinance 2016-06.

ATTACHMENT(S): Ordinance 2016-06

Agenda Item: J-2.

ORDINANCE 2016-06

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING SECTION 86-29 OF THE CODE OF ORDINANCES TO PROVIDE FOR ADMINISTRATIVE WAIVERS; PROVIDING FOR PURPOSE, APPLICABILITY, AUTHORITY, APPLICATION PROCESS, REVIEW, FINDINGS AND DECISION, CONDITIONS OF APPROVAL, AND APPEAL PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under certain circumstances City staff has found that the strict application of the City's Land Development Regulations has denied a property owner privileges enjoyed by other property owners in the same vicinity and zoning district; and

WHEREAS, City staff has reviewed Subpart B – Land Development Regulations of the Madeira Beach Code of Ordinances and found it necessary to create a process for administratively waiving standards of the Land Development Regulations; and

WHEREAS, the granting of certain administrative waivers may only occur when special circumstances apply and specific findings have been made; and

WHEREAS, it is necessary to exclude administrative waivers for permitted land uses, density, floor area ratio, prohibited development standards, and procedural requirements; and

WHEREAS, the Board of Commissioners has determined it is meritorious establish a process for waiving certain provisions of the Land Development Regulations.

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

Section 1. That Section 86-29 of Article I of Chapter 86 of the Code of Ordinances of the City of Madeira Beach is hereby created to read as follows:

Sec. 86-29 - Administrative waiver.

- (a) *Purpose.* Administrative waiver provides a process for the city staff to consider requests to waive or modify certain standards of this Code when, special circumstances applicable to the property, including location, shape, size, surroundings, topography, or other physical features, the strict application of the development regulations otherwise applicable to the property denies the property owner privileges enjoyed by other property owners in the vicinity and in the same zoning district.
- (b) *Applicability.* An administrative waiver may be granted to waive or modify any requirement of the land development regulations (LDR) except: permitted land uses; density; floor area ratio; specific prohibitions (for example, prohibited signs), or procedural requirements.
- (c) *Review authority.* The City Manager or designee may approve an administrative waiver to grant relief from the required setbacks in the LDR, up to a maximum variance of fifteen percent of the requirement or a maximum of five feet, whichever is smaller.

An administrative waiver may also be used to grant relief from "on-site parking, loading, and landscaping" up to a maximum reduction of ten percent provided there is less than a one percent reduction in the impervious surface ratio on the site.

- (d) *Application filing and processing.* An application for an administrative waiver shall be completed, filed, the required application fee paid and processed in compliance with this chapter. It is the responsibility of the applicant to provide evidence in support of the findings required in subsection (f).
- (e) *Project review, notice and hearing.* Each application shall be reviewed by the City Manager or designee to ensure that the proposal complies with this Section, and other applicable requirements of the LDR. The City Manager or designee may approve or deny an administrative waiver without a public hearing or public notice.
- (f) *Findings and decision.* The City Manager or designee may approve or deny an application for an administrative waiver. The City Manager or designee shall record the decision and the findings on which the decision is based.
 - (1) *General findings.* The City Manager or designee may approve an administrative waiver only after first making all of the following findings.
 - a. There are special circumstances applicable to the property, including size, shape, topography, location, or surroundings, so that the strict application of the LDR deprives the property of privileges enjoyed by other property in the vicinity and within the same zoning district;
 - b. The approval of the administrative waiver includes conditions of approval as necessary to ensure that the adjustment granted does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and within the same zoning district; and
 - c. The administrative waiver is consistent with the comprehensive plan, and any other adopted plan or policy of the city.
 - (2) *Reasonable accommodation.* The City Manager or designee may also grant an administrative waiver to the site planning or development standards of the LDR in compliance with this section, based on the finding that the waiver is necessary to accomplish a reasonable accommodation of the needs of a disabled person, in compliance with the Americans with Disabilities Act (ADA).
 - (3) *Sanitation service.* The City Manager or designee may also grant an administrative waiver to the site planning or development standards of the LDR in compliance with this section, based on the finding that the waiver is necessary to install a dumpster and provide traffic circulation on the site for the sanitation vehicle.
 - (4) *Improvements to existing buildings.* The City Manager or designee may also grant an administrative waiver to a development standard of the LDR in compliance with this section, based on the finding that the improvement is required by the Florida Building Code.
- (g) *Conditions of approval.* In approving an administrative waiver, the City Manager or designee:
 - (1) Shall impose conditions to ensure that the approval does not grant special privileges inconsistent with the limitations on other properties in the vicinity and zoning district in which the property is located; and

(2) May impose any reasonable conditions to ensure that the approval complies with the findings required by subsection (f).

(h) *Appeal procedures.* A property owner that is denied an administrative waiver may, before presenting their grievance to any circuit court or other court of competent jurisdiction attacking the land development regulations, or any of its terms and provisions, shall first apply to the board of commissioners of the city, or petitioning the special magistrate for relief as in such cases made and provided.

Section 2. That this Ordinance shall become effective immediately upon its passage and adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA
THIS ____ DATE OF _____, 2016.**

APPROVED AS TO FORM:

TOM TRASK, City Attorney

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk

PLANNING COMMISSION RECOMMENDATION: _____

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



City of Madeira Beach
Office of the City Manager

300 Municipal Drive
Madeira Beach, FL 33708

Date: July 6, 2016
To: Mayor Palladeno, Commissioner Lister, Commissioner Hodges, Commissioner Poe
From: Shane B. Crawford, City Manager
Subject: **CITY MANAGER'S PROPOSED BUDGET DISCUSSION**

Board of Commissioners,

You have received a copy of the proposed City Manager's Budget for Fiscal Year 2017 as of July 1, 2016. At tonight's meeting, the resolution following this discussion will establish the tentative millage rate and the budget hearings for the discussion and approval of the Fiscal Year 2017 Budget.

As you are aware, what is being presented to you is the City Manager's Budget. It is now yours to do with as you please. Please be aware by setting the millage rate on July 12th, any additions to the budget will require a removal of an item in the same fund.

As you can see, revenues are conservatively estimated. There are no major increases and the capital budget is responsible and well-laid out for easy navigation for the next 5 years.

If you have questions prior to the meeting, please contact me at your leisure.

RESOLUTION 2016-23

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2017 MAXIMUM MILLAGE RATE; SCHEDULING PUBLIC HEARING DATES FOR BUDGET ADOPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach Board of Commissioners has received the proposed fiscal year 2017 budget; and

WHEREAS, the City of Madeira Beach must notify the Pinellas County Property Appraiser's Office of its proposed millage rate and first public hearing schedule prior to August 4, 2016; and

WHEREAS, the City of Madeira Beach Board of Commissioners intends to propose a maximum millage rate equivalent to that which is included in the proposed fiscal year 2017 budget; and

WHEREAS, the City of Madeira Beach Board of Commissioners intends to provide advance notice to residents regarding public hearing dates for the fiscal year 2017 budget adoption process.

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

Section 1. The proposed fiscal year 2017 millage rate for the City of Madeira Beach shall not exceed 2.2000 mills.

Section 2. Public hearings relating to the fiscal year 2017 budget adoption process are hereby scheduled for Tuesday, September 6th at 6:00 p.m. and Tuesday, September 20th at 6:00 p.m. at 300 Municipal Drive, where interested parties may appear and address the Board of Commissioners on budget-related issues.

Section 3. This resolution shall become effective immediately upon its adoption.

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INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,
THIS ____ day of _____,2016.

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk



MADEIRA BEACH BOARD OF COMMISSIONERS

July 8, 2016 – Agenda Report

<u>FROM:</u>	Sea Marshall-Barley, Administrative Support Specialist
<u>SUBJECT:</u>	RESOLUTION 2016-24: A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CITY OF MADEIRA BEACH FEES AND COLLECTION PROCEDURE MANUAL TO REFLECT THE FEE REVISIONS TO ARTICLE I (CITY CLERK), ARTICLE II (COMMUNITY SERVICES) AND ARTICLE V (PARKS & RECREATION); AND PROVIDING FOR AN EFFECTIVE DATE.
<u>BACKGROUND:</u>	<p>Every few months, the City staff re-evaluates the current Fees & Collection Procedure Manual for all of the fees that the City charges. Over the last few weeks, the Office of the City Clerk has been collecting updates from the various departments.</p> <p>A full and complete schedule documenting and changes or updates has been included in Exhibit "A" of Resolution 2016-24, however a brief description of the updates are as follows:</p> <ul style="list-style-type: none">• City Clerk – establishment of a fee related to extensive staff time for records requests that require information technology research• Community Services (Planning & Zoning) – several increases to special magistrate fees and land development fees• Community Service (Building Department) – several increases and new fees related to miscellaneous building permits and a simplification of the building permit schedule• Events & Recreation – several increases to City Hall and Recreation Center rentals and increased park and pavilion rentals
<u>BUDGETARY IMPACT:</u>	Updated City Fees & Collection Procedure Manual

<u>RECOMMENDED BY STAFF:</u>	Staff recommends approval of Resolution 2016-24.
<u>ATTACHMENT(S):</u>	Resolution 2016-24

RESOLUTION 2016-03

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE CITY OF MADEIRA BEACH FEES AND COLLECTION PROCEDURE MANUAL TO REFLECT THE FEE REVISIONS TO ARTICLE I. (CITY CLERK), ARTICLE II (COMMUNITY SERVICES), AND ARTICLE V. (PARKS & RECREATION).

WHEREAS, the Madeira Beach Fees and Collection Schedule is periodically reviewed by staff to determine if any revisions are deemed necessary; and

WHEREAS, the City Clerk, the Planning/Zoning Director, the Building Official, and the Events & Recreation Director deemed it necessary to revise certain fees that were currently adopted; and

WHEREAS, the Board of Commissioners did agenda and discuss at a public hearing the proposed amendment to the Fees and Collection Procedure Manual; and

WHEREAS, at the conclusion of City Staff presentation and a public hearing concerning the amendment, the Commission did find that the adjustment to the aforementioned fees would benefit the City by helping staff be more efficient and effective;

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

SECTION 1. That the City of Madeira Beach Board of Commissioners amends the City of Madeira Beach Fees and Collection Procedure Manual, Article I (City Clerk) to incorporate fees relating to extensive record requests requiring use of information technology.

SECTION 2. That the City of Madeira Beach Board of Commissioners amends the Fees and Collection Procedure Manual, Article II (Community Services) to increase certain fees relating to Special Magistrate Hearings, Platting, and Vacations.

SECTION 3. That the City of Madeira Beach Board of Commissioners amends the Fees and Collection Procedure Manual, Article II (Community Services) to increase and simplify the Building Permit Fee Schedule.

SECTION 4. That the City of Madeira Beach Board of Commissioners amends the Fees and Collection Procedure Manual, Article V (Parks & Recreation) to increase and simplify rental fees at City Hall and the Recreation Center.

SECTION 6. That Exhibit A of this resolution displays the amended "City of Madeira Beach Fees and Collection Procedure Manual".

SECTION 7. That a copy of this Resolution and the revisions to the Fees and Collection Procedure Manual will be provided to all the administrative employees of the City.

SECTION 8. That this Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**INTRODUCED AND ADOPTED BY THE CITY OF MADEIRA BEACH BOARD OF COMMISSIONERS THIS 12TH
DAY OF JULY, 2016.**

TRAVIS PALLADENO, Mayor

ATTEST:

AIMEE SERVEDIO, City Clerk

**CITY OF MADEIRA BEACH
FEES AND COLLECTION PROCEDURE MANUAL**

*Cross references: any ordinance, resolution, or motion which establishes, sets, fixes any rates, charges, permit fees, or license saved from repeal, §1-11(6); any ordinance providing for local improvements therefore save from repeal, §1-11(12); taxation, Chapter 62.

Note: Documents that require a \$0.20 and/or \$1.00 per page filing fee obligated by Resolution 2014-12 are indicated by †.

ARTICLE I. CITY CLERK’S OFFICE

(Res. 2016-24, 07/12/2016; Res. 2013-50, 10/08/2013; Res. 09.10, 09/21/2009; Res. 04.02, 01/27/2004)

A. Research assistant, transcription and records custodial service. Recognizing that all public records and documents, subject under state law to inspection by members of the public, at reasonable times and under reasonable circumstances, should be produced and made available to the public promptly and without charge, when specifically identified by request. There is, except where services may be required by other public agencies, to be charged by all departments, hereby established for the following described services, the cost allowed per F.S. § 119.07.

(1) All transcriptions of tapes or other records not subject to duplication by photocopy and tape monitoring.

~~(2) Inordinate time (usually defined as more than two hours per week, per request) consumed in records research assistance and/or records custodial service necessary to insure the integrity of public records.~~

B. Extensive requests pursuant to F.S. §199.07(1)(d)

Florida Statutes, provides “if the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both.”

For the purpose of this policy, “extensive clerical or supervisory assistance” is determined to be requests that require more than one-quarter hour (15 minutes) of an employee’s time to research, retrieve, redact confidential/exempt information, and copy. For public record requests requiring more than one-quarter hour (15 minutes), the requestor will be required to pay the hourly salary of the employee doing the research. This hourly fee will begin after the quarter-hour of clerical or supervisory assistance is completed. This fee will be calculated by multiplying the research time by the responding employee’s hourly wage and benefits.

Deposits are required for requests that are estimated to require more than one hour of a City employee’s time. A minimum deposit of \$25.00 will be required (deposit will be adjusted depending on the volume of records/research requested). The deposit will be applied to the final cost of the public records request.

**CITY OF MADEIRA BEACH
FEES AND COLLECTION PROCEDURE MANUAL**

C. Publications. For each printed publication for which a fee or charge is not otherwise prescribed, the city manager is hereby authorized to establish a charge therefore sufficient to recover the cost to the city of compiling and printing each printed publication.

D. Records pursuant to F.S. §119.07(1)(a). Generally as of December 3, 1996:

- (1) One-sided copy, each page \$0.15
- (2) Two-sided copy, each page..... \$0.20
- (3) Certified copy \$1.00
- (4) Notary public (*pursuant to F.S. §117.05(2); each notary act not to exceed \$10.00*)..... \$5.00

****For all other requests, the fee prescribed for duplication of public records shall represent the actual cost of duplication.***

**CITY OF MADEIRA BEACH
FEES AND COLLECTION PROCEDURE MANUAL**

ARTICLE II. COMMUNITY SERVICES

A. ‡Special Magistrate Hearings. Fees for Special Magistrate Hearings shall be as follows:

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; res. 04.08, 06/22/2004, Ord. 936, §1, 02/20/2001; Ord. 953, §2, 11/13/2001; Code 1983, §19-502)

- (1) Zoning variances for residential dwelling units (*per variance, up to three units*)\$350.00
- (2) Zoning variances for multifamily, tourist dwellings, or commercial (*per variance*) ..~~\$350.00~~ \$450.00
- (3) Special exception use.....~~\$300.00~~ \$350.00
- (4) Appeal of decision (*appeal is refundable if decision is overruled*) \$500.00
- (5) After-the-fact variance.....\$500.00
- (6) Administrative Waiver\$500.00

The inclusion of the administrative waiver fee is contingent on the approval of Ordinance 2016-06.

B. ‡Platting. ~~*Requires additional recording fees in addition to City established fees listed below:~~

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

- (1) Review of construction drawings.....\$250.00
- (2) Replat*~~\$250.00~~ \$300.00
- (3) Final*.....~~\$250.00~~ \$300.00
- (4) Amendment to a plat*.....~~\$250.00~~ \$300.00
- (5) Minor subdivision*~~\$50.00~~ \$75.00
- (6) Lot line adjustments*~~\$50.00~~ \$75.00
- (7) Unity of title*Recording fee* \$75.00
- (8) Rescission of unity of title*.....~~\$200.00~~ \$225.00

C. ‡Vacation. ~~*Requires additional fees including advertising cost, notification cost, and recording fee in addition to the City establish fees listed below:~~

(Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

- (1) Right-of-way*.....~~\$300.00~~ \$1,000.00
- (2) Easement*~~\$300.00~~ \$1,000.00

D. ‡Site Plan.

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

- (1) Preliminary site plan\$100.00

**CITY OF MADEIRA BEACH
FEES AND COLLECTION PROCEDURE MANUAL**

(2) Plan Consultation Fee (preliminary building plan review)..... \$100.00*

*Plus cost of staff attending

(3) Residential:

i. First submittal.....\$300.00

ii. Each additional submittal.....\$150.00

(4) Non-residential:

i. First submittal.....~~\$300.00~~ \$500.00

ii. Each additional submittal.....\$150.00

E. ‡Land development code amendment..... \$1,500.00

(Res. 2016-24, 07/12/2016)

F. ‡Rezoning..... \$1,000.00

(Res. 07.14, 06/26/2007)

G. ‡Planned Development Modifications.

(Res. 07.14, 06/26/2007)

(1) Minor modifications.....\$100.00

(2) Major modifications.....\$750.00

H. ‡Land Use Plan Amendment..... ~~\$1,000.00~~ \$1,500.00

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

I. ‡Special Agreements.

(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)

(1) For Board of Commissioner’s approval.....\$300.00

**Plus City Attorney’s legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

(2) For Administrative review and approval *All legal and recording fees*

J. ‡Building Permit Fee Schedule. The following building permit fee schedule shall be used when issuing a permit for any type of construction including, but not limited to, the following: Commercial, Residential, Single Family or Multi-Family for Building, Mechanical, Plumbing, Gas, Fire Roofing, Swimming Pools, Aluminum Structures, Interior or Exterior remodeling, Accessory Structures, Additions, Fuel Tanks, Alarms, Sprinklers, Driveways, Signs, Docks, Seawalls, Walls and Fences, Sheds, Infrastructure or Excavation, or any other type of construction under the Florida Building Code.

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016)

(1) Permit Application Fee (NON-REFUNDABLE)..... \$50.00

**CITY OF MADEIRA BEACH
FEES AND COLLECTION PROCEDURE MANUAL**

The application fee shall be collected at the time of the submitted permit application. This shall be a non-refundable application fee in addition to any other applicable fees listed in Article II, Section I (Building Permit Fee Schedule).

~~(2) Permit Application Fee (NON-REFUNDABLE): All fees shall be collected at the time of the submitted permit application. This would be a non-refundable application fee in addition to any other applicable fees listed in Article II, Section I.~~

~~i. Residential (less than \$1,000 valuation amount).....\$25.00~~

~~ii. Residential (greater than \$1,000 valuation amount).....\$50.00~~

~~iii. Residential/Commercial (less than \$1,500 valuation amount).....\$25.00~~

Includes "maintenance" and/or "change-out" applications (i.e. hot water heater replacement, new door/window, etc.)

~~iv. Commercial.....\$100.00~~

Definitions of "residential" and "commercial" are based on the 2014 Florida Building Code:

"Residential building" shall mean any "one- and two-family dwelling" or portion thereof, including "townhouses", that is used, or designed or intended to be used for human habitation, for living, sleeping, cooking or eating purposes, or any combination thereof, and shall include accessory structures thereto.

"Commercial": for this code, all buildings that are not included in the definition of "residential buildings."

(3) Valuation Fee: Two percent (2%) of Total Project Value (includes permits, inspections, plan review, other review-related fees).

(4) Florida Surcharge Fee: Three percent (3%) of the Building Permit fee as required by Florida Law

(5) ‡Miscellaneous Fees:

i. Certificate of completion/occupancy.....\$50.00

ii. Change of use or occupancy.....\$50.00

iii. Change of contractor (all trades) ~~No fee~~ \$25.00

iv. Civil review related to building permit – FIRST REVIEW ONLY.....~~No fee~~

v. Civil review – each additional review.....\$100.00

~~vi. Demolition of structure.....\$50.00~~

vii. Demolition of structure:

a. Demolition base fee up to 5,000 sq.ft.....\$100.00

b. Over 5,000 sq.ft.\$250.00

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viii.	<u>Early release of power (before electrical final)</u>	\$50.00
ix.	Moving of structure	\$50.00 <u>\$100.00</u>
x.	Permit extension (<u>per extension</u>)	No fee <u>\$50.00</u>
xi.	<u>Permit fee for applications performed by an outside entity:</u>	
	<u>a. The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contacted by the applicant, perform the required inspections shall be:</u>	
	1. <u>Fee per square foot of the proposed structure</u>	<u>\$1.00</u>
	2. <u>Minimum fee</u>	<u>\$55.00</u>
xii.	Plan revisions	\$100.00
xiii.	Red tags (<u>per each tag</u>)	\$25.00 <u>\$50.00</u>
xiv.	Replacement of placard card (<u>per placard card</u>)	No fee <u>\$25.00</u>
xv.	<u>Special consultation with Building Official (as needed; by request)</u>	<u>\$100.00</u>
xvi.	Stop-work order (<u>per order</u>).....	\$25.00 <u>\$50.00</u>
xvii.	Temporary power pole	No fee <u>\$50.00</u>
xviii.	Tent permit	\$25.00
xix.	Tree removal permit	\$50.00
xx.	<u>Well/Test boring application</u>	<u>\$100.00</u>
	<u>a. Each additional boring on same site</u>	<u>\$20.00</u>
(6)	<u>Verification Fee</u>	<u>\$20.00</u>

~~An administrative fee charged to any nonresident contractor or sub-contractor who does not have a permanent business located within the city and therefore not required to have a local business tax receipt from the city but desires to do work within the city. For the purpose of this section, the terms "contractor" or "subcontractor" shall be identified as those listed under the City Code, Chapter 62, subsection 62-60(37). This fee covers the costs associated with verifying that the contractor or subcontractor has met the minimum standards necessary to assure the public health, safety and welfare of our citizens and that the public interest of the city is protected. This verification includes but is not limited to state mandated licenses, competency, liability and worker's compensation insurance, and a local business tax receipt. Such verification shall be sufficient to allow the contractor or subcontractor to engage in work within the city until September 30 following the date of registration at which time the registration will expire. Contractors or subcontractors regulated by the state department of business and professional regulation, as noted in F.S. § 205.065, are required to register with the county construction licensing board and are therefore exempted from this fee.~~

(7) Refunds. NO refunds on permits unless such permit was issued in error on part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.

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(8) Miscellaneous items. At the discretion of the Building Official all construction related activities that do not qualify under one of the trades (Building, Mechanical, Electrical, Plumbing, and others) may be classified as miscellaneous. A permit for such activity may or may not be required at the discretion of the Building Official. An appropriate related fee shall be set by the Building Official for such miscellaneous permit.

(9) Rental inspection fees.

- i. Initial application\$40.00
- ii. ~~Annual~~ Biennial license renewal..... \$15.00
- iii. Initial inspection (per unit) \$50.00
- iv. ~~Annual~~ Biennial inspection (per unit).....\$70.00
- v. ~~Special consultation (as needed by request)~~.....\$100.00
- vi. Re-inspection fee (per inspection)\$100.00

Re-inspection fee for every inspection after second if failure to correct violation(s) is due to owner/manager negligence.

vii. Penalties: Ten percent (10%) penalty for failure to submit a timely renewal fee during first month of delinquency; an additional five percent (5%) penalty for each month of delinquency thereafter.

K. †FEMA Application Fees.

(Res. 07.22, 10/23/2007; Res. 07.17, 08/28/2007; Res. 06.29, 11/28/2006; Res. 05.20, 09/14/2005; Res. 04.08, 06/22/2004)

(1) Flood Mitigation Assistance Grant Application\$500.00

**NON-REFUNDABLE. The fee covers the preparation and submittal of application.*

(2) Severe Repetitive Loss Grant Application\$500.00

**NON-REFUNDABLE. The fee covers the preparation and submittal of application.*

(3) Board of Commissioner Review of FMA Agreement\$1,000.00

The BOC Review fee is an additional fee due prior to the approval of the Flood Mitigation Assistance Agreement and the Flood Mitigation Assistance Project Agreement. The fee is refundable if the agreements are not approved.

L. †Solicitor’s Permit.

(Res. 07.23, 12/11/2007)

(1) Permit for any business with current Local Business Tax Receipt (BTR) \$10.00

(2) Permit for any business without current BTR.....\$100.00

i. For each additional person participating without a BTR..... \$20.00

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- M. †Alcoholic Beverage Permit Application.....\$300.00
(Res. 2012-14, 09/05/2012)

A deposit of \$300.00 shall be required with the submittal of an alcoholic beverage permit application.

- N. †Dog Dining Request\$75.00

A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City’s cost to administer, review and inspect such request. This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.

- O. †Zoning Verification Letter.....~~\$25.00~~ \$50.00
(Res. 2016-24, 07/12/2016)

Verification in writing (formal letter on City stationery) as to the property’s zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.

- P. †FEMA Verification Letter~~\$25.00~~ \$50.00
(Res. 2016-24, 07/12/2016)

Verification of FEMA flood zone in writing (formal letter on City stationery).

- Q. †Zoning/Land Development Regulation Interpretations – Base Fee.....\$75.00

Interpretation of land development regulations such as number of legal units existing on a property, nonconforming provisions, subdivision regulations, and the like. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the employee’s hourly rate plus benefits on a time for time basis.

- R. †FEMA/Floodplain Ordinance Interpretations – Base Fee\$75.00

Interpretation of the City’s Floodplain Ordinance beyond the verification of the specific flood zone and the basic requirements related to that zone. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the employee’s hourly rate plus benefits on a time for time basis.

- S. †Unaddressed Research Requests – Base Fee.....\$35.00

Request for Community Development Department information and records relating but not limited to building permits, business tax records, alcoholic beverage approvals, Planning Commission records, Special Magistrate and Board of Adjustment records, Code Enforcement records, and any other records under the responsibility of the Community Development Department. Such request would cover up to one hour of research and/or data collection. Additional research/data collection time shall be charged at the employee’s hourly rate plus benefits on a time for time basis. Photocopy charges for such records are additional and are based on the City’s Fees and Collections Procedure Manual.

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ARTICLE III. FINANCE DEPARTMENT

A. Credit card transaction convenience fee \$3.00

B. Indebtedness search \$50.00

C. Recording of documents:

(1) First page..... \$10.00

(2) Each additional page..... \$8.50

D. Parking permit. Parking permits may be purchased on a weekly or monthly basis, for up to 50% of the metered parking spaces in the following City parking lots at the fees listed below:

(Res. 05.10, 03/22/2005; Code 1983, §19-153)

129th Avenue West & Gulf Boulevard

134th Avenue West & Gulf Boulevard

130th Avenue West & Gulf Boulevard

135th Avenue West & Gulf Boulevard

131st Avenue West & Gulf Boulevard

136th Avenue West & Gulf Boulevard

132nd Avenue West & Gulf Boulevard

Johns Pass Park

133rd Avenue West & Gulf Boulevard

(1) Weekly \$20.00

(2) Monthly..... \$60.00

E. Parking fines and penalties. Parking fines and penalties shall be as follows:

(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19)

(1) Overtime parking \$25.00

(2) Double parking..... \$25.00

(3) Parking in a “NO PARKING” zone \$25.00

(4) Other improper parking \$25.00

(5) Delinquency fee (*after 15 days*)..... \$10.00

(6) Disabled parking permit..... *Sec. 66-52(c), Code of Ordinances*

F. Special event parking permit. Special event parking permits have been established for five specified events listed below with additional events authorized by the City Manager at the fees listed below:

(Res. 2014-20, 05/13/2014)

Johns Pass Seafood Festival

The Fourth of July

John LeVique Pirate Days

Labor Day

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ARTICLE IV. FIRE DEPARTMENT

A. Fire inspection for Local Business Tax Receipts.

- (1) Places of assembly (posted occupant load):
 - i. Up to 49 people..... \$50.00
 - ii. 50 – 149 people..... \$100.00
 - iii. 150 people or more..... \$150.00
- (2) Residential structures, hotel/motel, timeshare, rentals/resort rentals:
 - i. Up to 10 units..... \$100.00
 - ii. 11 – 20 units..... \$150.00
 - iii. 21 – 49 units..... \$200.00
 - iv. 50 or more units..... \$350.00
- (3) Automotive and/or marine service or storage facilities..... \$200.00
- (4) Automotive and/or marine fueling facilities..... \$200.00
- (5) Standalone single business:
 - i. Up to 2,499 sq.ft..... \$50.00
 - ii. 2,500 or more sq.ft..... \$100.00
- (6) Multiple commercial/businesses:
 - i. Unoccupied, per suite: \$25.00
 - ii. Occupied, per suite..... \$50.00
- (7) Storage facilities
 - i. Up to 4,999 sq.ft..... \$100.00
 - ii. 5,000 or more sq.ft..... \$200.00
- (8) Subsequent fee for each return inspection for compliance \$30.00
- (9) Commercial self-inspections, filing fee per address \$20.00

B. Fire plan review and inspection.

- (1) Base fee for buildings up to and including 10,000 sq.ft. \$100.00
- (2) Base fee for buildings over 10,000 sq.ft. under roof \$100.00
 - i. Each additional 1,000 sq.ft. \$2.00

C. CPR classes.

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- (1) Resident*No fee*
- (2) Non-resident \$25.00

D. Fire engine rental for fire system testing and/or certification.

(Res. 08.10, 09/23/2008)

- (1) First 4 hours \$1,000.00
- (2) Each additional hour \$250.00

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ARTICLE V. PARKS & RECREATIONS

(Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09, 03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; Res. 06.23, 09/13/2005; Code 1983 §19-508)

A. **†Recreation.**

(1) Softball registration:

- i. Sponsor located within City limits (*per team*)\$350.00
- ii. Sponsor located outside City limits (*per team*)\$400.00

(2) Kickball registration (*per team*)\$250.00

(3) After-school program:

- i. Resident (*per week*).....\$40.00
- ii. Non-resident (*per week*).....\$55.00
- iii. City employee.....*No fee*

(4) Summer camp program:

i. Resident Rate by Session:

- a. Session 1\$375.00
- b. Session 2\$375.00
- c. Full summer session.....\$750.00
- d. Individual weekly rate.....\$120.00

ii. Non-resident Rates by Session:

- a. Session 1\$500.00
- b. Session 2\$500.00
- c. Full summer session.....\$1,000.00
- d. Individual weekly rate.....\$150.00

iii. Deposit to hold child's place\$25.00

**Deposits to hold child's place will be applied to current balance.*

iv. City employee.....*No fee*

(5) Sibling discounts

- i. Discount for Session 1 or Session 2 - \$50.00

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ii. Discount for full summer session - \$100.00

(6) Contracted recreation instructors. Contracted recreation instructors will agree to a 75% and 25% contract split with the City for their services.

B. ‡Recreation Center rentals.

(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)

(1) Monday – Thursday Rental Period

Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 7% sales tax is included in hourly rates. Deposits are refunded within thirty (30) days of an event.

i. Recreation Center Rooms:

- a. Full Recreation Center (all rooms).....\$300.00/hour
- b. Boca Ciega View Hall.....\$100.00/hour
- c. Ocean Walk Room.....\$50.00/hour
- d. Starboard Room.....\$50.00/hour
- e. Outside Deck.....\$10.00/hour

ii. City Hall Rooms:

- a. City Centre Room.....\$200.00/hour
- b. Commission Chambers*\$200.00/hour

ONLY as a backup for outside reservations negatively impacted by weather

iii. Resident Discount on hourly rates 20% discount

(2) Friday – Sunday Rental Period

Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 7% sales tax is included in hourly rates. Deposits are refunded within thirty (30) days of an event.

i. Recreation Center Rooms:

- a. Full Recreation Center (all rooms).....\$350.00/hour
- b. Boca Ciega View Hall.....\$150.00/hour
- c. Ocean Walk Room.....\$75.00/hour
- d. Starboard Room.....\$75.00/hour

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- e. Outside Deck.....\$125.00/hour
- ii. City Hall Rooms:
 - a. City Centre Room.....\$250.00/hour
 - b. Commission Chambers*\$250.00/hour
ONLY as a backup for outside reservations negatively impacted by weather
- iii. Resident Discount on hourly rates 20% discount
- (3) Refundable Deposits
 - i. Refundable damage deposit per Recreation Center Room\$200.00
 - ii. Refundable damage deposit per City Hall Room\$400.00
- (4) Event Insurance.....\$150.00
Event insurance is required for events serving alcoholic beverages.
- (5) Set-Up and Cleaning Fees (per room)
 - i. Less than 50 attendants\$100.00
 - ii. 50+ attendants\$200.00
- ~~(6) Monday – Thursday rental periods.*~~
 - i. ~~Refundable damage deposit\$200.00~~
 - ii. ~~Food & beverage insurance fee\$150.00~~
 - iii. ~~Set-up and cleaning fees:~~
 - a. ~~Under 50 attendants.....\$100.00~~
 - b. ~~50 and over\$200.00~~
 - iv. ~~Resident hourly rates:~~
 - a. ~~Boca View Hall\$90.00~~
 - b. ~~Ocean Walk Room.....\$35.00~~
 - c. ~~Starboard Room.....\$35.00~~
 - d. ~~Outside Deck.....\$100.00~~
 - e. ~~City Centre Room.....\$135.00~~
 - v. ~~Non-resident hourly rates:~~
 - a. ~~Boca Vie Hall\$110.00~~
 - b. ~~Ocean Walk Room.....\$45.00~~

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c. Starboard Room	\$45.00
d. Outside Deck	\$125.00
e. City Centre Room	\$165.00

**Rental hours must include set up and breakdown for all vendors and guests. Includes use of contracted space, banquet kitchen, set up/breakdown of tables and chair. Events after 8:00 p.m. will be charges on additional staffing fee of \$25.00 an hour. 7% sale tax not included on hourly rates.*

(7) Friday – Sunday rental periods.

i. Refundable damage deposit	\$400.00
ii. Food & beverage insurance fee	\$150.00
iii. Set-up and cleaning fees:	
a. Under 50 attendants	\$100.00
b. 50 and over	\$200.00

iv. Resident hourly rates:

a. Boca View Hall	\$100.00
b. Ocean Walk Room	\$45.00
c. Starboard Room	\$45.00
d. Outside Deck	\$120.00
e. City Centre Room	\$150.00

v. Non-resident hourly rates

a. Boca View Hall	\$120.00
b. Ocean Walk Room	\$55.00
c. Starboard Room	\$55.00
d. Outside Deck	\$145.00
e. City Centre Room	\$180.00

vi. Recreation Center Extended Events (4 or more hours in length):

a. Four (4) hours	
1. Resident	\$1,000.00
2. Non-resident	\$1,200.00
b. Six (6) hours	
1. Resident	\$1,500.00

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2. Non-resident	\$1,800.00
c. Eight (8) hours	
1. Resident	\$2,000.00
2. Non-resident	\$2,400.00
vii. City Centre Room Extended Events (4 Or more hours in length):	
a. Four (4) hours:	
1. Resident	\$700.00
2. Non-resident	\$900.00
b. Six (6) hours:	
1. Resident	\$900.00
2. Non-resident	\$1,100.00
c. Eight (8) hours:	
1. Resident	\$1,100.00
2. Non-resident	\$1,400.00

**Rental Hours must include set-up and breakdown for all vendors and guests. Includes use of full recreation facility, banquet kitchen, set-up/breakdown, and cleaning fee. Events after 10:00 p.m. will be charged an additional staffing fee of \$25.00 an hour. 7% sales tax not included.*

****20% Discounted rate on Sundays.***

C. Park pavilion rentals.

(Res. 2016-24, 07/12/2016; Res. 2015-09, 03/10/2015)

(1) Archibald Park:

i. Pavilion rental for four (4) hours <u>(each additional hour is \$25.00/hour):</u>	
a. Resident:	\$50.00
b. Non-resident:	\$100.00
ii. Sand volleyball court rental for four (4) hours:	
a. Resident:	\$50.00
b. Non-resident:	\$100.00
iii. Metered parking (<i>per hour</i>):	\$2.00

(2) John's Pass Park:

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- i. Pavilion rental for four (4) hours (each additional hour is \$25.00/hour):
 - a. Resident \$50.00
 - b. Non-resident \$100.00
- ii. Sand volleyball rental for four (4) hours:
 - a. Resident \$50.00
 - b. Non-resident \$100.00
- iii. Metered parking (*per hour*)..... \$2.00

D. Athletic field rentals.

(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)

(1) Hourly resident rates by facility (7% sales tax NOT included)

- i. Softball field..... \$20.00
- ii. Soccer field \$20.00
- ~~iii. Festival field..... \$30.00~~
- iv. Basketball court..... \$3.00
- v. Tennis court..... \$3.00
- vi. Field preparation and lining (softball) \$40.00
- vii. Field preparation and lining (football/soccer) \$20.00
- viii. Attendant fee (per staff member)..... \$20.00
- ix. Rental cleaning fee \$20.00
- x. Light fee \$10.00

(2) Hourly non-resident rates by facility (7% sales tax NOT included)

- i. Softball field..... \$25.00
- ii. Soccer field \$25.00
- ~~iii. Festival field..... \$35.00~~
- iv. Basketball court..... \$4.00
- v. Tennis court..... \$4.00
- vi. Field preparation and lining (softball) \$45.00
- vii. Field preparation and lining (football/soccer) \$25.00
- viii. Attendant fee (per staff member)..... \$25.00

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- ix. Rental cleaning fee \$25.00
- x. Light fee \$15.00

(3) Multi-tournament discounts. Tournaments receive resident pricing rates. Tournaments booked within one year receive multi-tournament discounts.

- i. Two (2) to four (4) tournaments/year..... 10% discount
- ii. Five (5) to eight (8) tournaments/year..... 15% discount
- iii. Nine (9) and more tournaments/year..... 20% discount

E. †Special events.

- (1) Event application fee \$100.00

A fee of \$100.00 payable to the City as reasonable cost for processing, evaluating and issuing the permit is required. The ~~Board of Commissioners~~ City Manager may waive the application fee upon demonstration on non-profit status.

- (2) Small wedding permit fee \$50.00*

A gathering of less than 50 persons with minimal décor as determined by staff. Additional fees may apply.

- (3) Wedding permit application fee \$100.00*

**A gathering of more than 50 persons with standard décor as determined by staff. Additional fees may apply.*

(4) Deposit. Deposits shall be determined upon the estimated number of attendants at the time of application:

- i. Less than 50 attendants \$50.00
- ii. 75 – 200 attendants (*per day*) \$250.00
- iii. 201 – 500 attendants (*per day*) \$275.00
- iv. 501 – 1,000 attendants (*per day*) \$350.00
- v. 1,001 – 5,000 attendants (*per day*) \$500.00
- vi. 5,001 and more (*per day*) \$1,000.00

A refundable deposit shall be payable to the City in advance of the event for damage to public property or City services incurred in direct association with the event and not identified in the original special event application approval. The ~~Board of Commissioners~~ City Manager may waive the deposit upon consideration of the special event application and demonstration of non-profit status. The City reserves the sole right to determine which portion, if any, of the deposit shall be returned to the applicant within 30 days after the event.

(5) Fees:

- i. Facility rental per event (*includes use of stage and event field*) \$3,000.00

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- ii. Facility fee (*added to the price of every ticket either paid or comp*).....\$1.50
- iii. City event fees:
 - a. Trash can fee (*per trash can*)\$5.00
 - b. Dumpster fee with single pick-up\$500.00
 - c. Other fees including but not limited to additional City personnel staff, such as EMT support through Madeira Beach Fire Department, etc.
- iv. Mandatory Non-City Fees. The required used of Pinellas County Sheriff’s Deputies will be negotiated directly with the Pinellas County Sheriff’s Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff’s Department.
- v. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant**.

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ARTICLE VI. PUBLIC WORKS

A. Trash, recycling, and garbage.

(1) Removal service fees.

All residents, occupants, or owners of premises in the city shall be required to have accumulations of garbage, trash, garden trash, recyclable items, and noncombustible refuse removed and disposed of by the sanitation division of the city Public Works Department. For the purpose of this section a unit shall be defined as a living unit for human habitation containing kitchen facilities. Rooms in hotels, motels, motor lodges, or other transient living accommodations not having kitchen facilities shall be charged on the basis of one unit for each four rooms, or portion thereof (i.e., a facility having three rooms will be charged for one unit; a facility having five rooms will be charged for two units). The charges for garbage, recycling, and trash removal services shall be as follows:

- i. Single-family dwelling (*per month*)\$21.83
- ii. Multiple-family dwelling (*per month/per unit*):
 - a. Multiple-family dwelling using cans\$21.83
 - b. All others.....\$10.91
- iii. Condominiums (*per month/per unit, in addition to bulk container*).....\$2.50
- iv. Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following for non-compacting containers:
 - a. Service twice per week, per month:
 - 1. One cubic yard.....\$90.00
 - 2. Two cubic yards.....\$140.00
 - 3. Three cubic yards\$190.00
 - b. Each additional service per week, per month:
 - 1. One cubic yard.....\$45.00
 - 2. Two cubic yards.....\$70.00
 - 3. Three cubic yards\$95.00
- v. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and noncombustible refuse will be collected by the city, for a minimum disposal fee of \$10.00 plus \$5.00 for each item picked up.
 - a. Service twice per week, per month:

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- 1. Two cans.....\$25.00
- 2. Three cans\$37.00
- 3. Four cans\$50.00
- b. Each additional service per week, per month:
 - 1. Two cans.....\$12.50
 - 2. Three cans\$18.50
 - 3. Four cans\$25.00
- c. Sunday collections are double the additional service rate.
- d. Charges for use of more than four cans will consist of multiples of the two, three or four can rates. Ultimate charges to the customer or property owner shall be based on the frequency of collection and the amount of garbage and trash generated as set forth above for each establishment. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.

vi. **Reserved.**

- vii. Extra service fees. Business establishments and other establishments requiring the pickup and disposal of garbage and/or trash of an average amount greater than 80 gallons per week of garbage and one cubic yard per week of trash, must make arrangements with the city and pay proportionately greater fees required for the greater services estimated and furnished, in the same ratio and proportion.
- viii. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$15.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collections.

(2) Recycling service fees.

- i. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

It is the property owner’s responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will

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attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.

(4) Commercial – Minimum charge (base) for unoccupied (dormant) businesses.

(Res. 07.14, 06/26/2007)

If there is a commercial property with no current occupant, upon written notification by the property owner, the property will be charged a minimum fee, based on the twice per week collection service rate for two cans (the least expensive bulk rate). Upon leasing the property, the normal charges will apply as per this schedule. No Madeira Beach local business tax receipt for the tenant or property owner will be granted until the account is made current by the property owner. It is the responsibility of the property owner to notify the city, in writing, anytime a vacancy occurs, if they hope to receive the adjustment downward to the minimum charge. No retroactive adjustments will be made. The minimum charge will begin once the city has been notified and proof is provided that the property has no occupant.

(5) Owner's liability.

If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property, and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership of property.

(6) Payment, penalties, delinquency constitutes lien against property.

(Code 1983, §19-511)

All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent, and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30 days).

B. Stormwater utility management.

(1) Created.

A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the

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stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:

- i. Residential property
- ii. Non-residential property
- iii. Mixed use property

The Public Works/Marina Director will, from time to time, prepare a list of property within the City and assign a classification of residential or nonresidential property.

(2) Schedule of rates.

(Res. 05.20, 09/14/2005)

- i. The EDU rate shall be \$10.00 per month for each EDU.
- ii. The stormwater management utility fee shall be calculated for each developed property as follows:
 - a. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Number of dwelling units})$$

- b. The fee of a property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Impervious area expressed in square feet}) / 1,249 \text{ square feet, but not less than the rate for one EDU}$$

**Fractional remainders*

- c. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet per dwelling unit and subtracting the resulting square footage of impervious area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.

- iii. The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.

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- iv. On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
 - a. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
 - b. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.
 - c. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
 - d. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X 0.75).

(3) Billing, collecting, delinquency, and penalty.

- i. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
- ii. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
- iii. Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.
- iv. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

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(Code 1983, §19-512)

- i. Any owner, tenant or occupant who has paid the rendered fee and who believes that the fee is in error may, subject to the limitations set forth in this division, submit an adjustment request to the Public Works/Marina Director.
 - a. Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the belief is based.
 - b. The Public Works/Marina Director shall review the adjustment request within 90 days of the submittal of the request and shall respond in writing to the requesting fee payer, either denying or granting the request with the reason therefore stated in such response.
 - c. The rate adjustment, if granted, will apply retroactively to the date at which the erroneous information was applied to the fee payer's fee, but will not exceed one year prior to the adjustment request.
 - d. Upon denial of the adjustment request, the owner, tenant or occupant making the original adjustment request may, within 30 days of the receipt of denial, petition for a review of the adjustment request by the board of adjustment. The board of adjustment shall review the adjustment request in accordance with the provisions set forth in the City Code, Chapter 2, as well as the documented evidence provided in the original adjustment request and supplemental evidence requested by the Director of Community Services or provided by the fee payer prior to the decision made by the Director of Community Services. Within 60 days of the petition the board of adjustment shall in writing, either grant or deny the petition. If the petition is granted, the Public Works/Marina Director will apply the adjustment to the fee for the requesting customer for the retroactive period identified by the board of adjustment.
- ii. The Public Works/Marina Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

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ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

(Code 1983, Chapter 19, Article VII)

Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no-fee annual permit and pay a vessel inspection fee of \$25.00.

B. †Madeira Beach Municipal Marina Fees.

(Res. 2016-03, 02/09/2016)

Fees for the Madeira Beach Municipal Marina shall be as follows (each of the fees are subject to all applicable sales taxes):

- i. Transient wet slip \$1.40/foot/day
- ii. Small boat transient wet slip \$0.93/foot/day
- iii. Transient dry storage\$14.02/day
 - On holidays and/or weekends*\$18.69/day
- iv. Monthly transient dry storage\$140.19/month
- v. Monthly boat lift rental\$14.05/foot
- vi. Monthly wet slip for non-live aboard.....\$8.41/foot
- vii. Monthly wet slip for commercial non-live aboard.....\$10.28/foot
- viii. Monthly wet slip for live aboard\$\$14.02/foot
- ix. Monthly dry storage of recreational vehicles and motor homes* \$87.62
 - *Limited to Madeira Beach residents only*
- x. Monthly dry storage for non-motorized boats*\$23.36
 - *I.e. kayaks, canoes, and small boats that can be carried by one person*
- xi. Boat ramp fee:
 - a. Launch..... \$1.87
 - b. Launch and park..... \$9.35
- xii. Late fee \$30.00



MEMORANDUM

To: Board of Commissioners
From: Shane B. Crawford, City Manager
Date: July 12, 2016

Shane B. Crawford
July 12, 2016

BOC members,

I'm happy to report that our Zoning and Planning Department is running at a level that I'm content and pleased with.

Ms. Michelle Orton has proven to be a high caliber department head and I'm content with my assignment of Ms. Gwen Sinkfield to be the Assistant to the Zoning and Planning Director. In fact, I dare say that I think Gwen has found her niche and she's enjoying her work.

Ms. Cheryl McGrady has spent quite some time covering in the department until Michelle's arrival and has since then been training Gwen and assisting when needed.

At this point, I'm comfortable with Gwen's quick progress and Michelle has proven to be a good mentor for her and I'm confident Gwen will continue to grow and be successful with Michelle's oversight. With that being said, Ms. McGrady is no longer needed in the Planning and Zoning department.

At the time of the dismissal of the previous department head, I recommended that Ms. McGrady assist in that department and that she should be compensated with an additional \$4 an hour for her expertise and the board of commissioners unanimously approved it. This required Commission approval due to my relationship with Ms. McGrady.

Despite an ethics complaint with the ICMA (International City/County Management Association) against me for having a legal relationship with an employee (of which said relationship was told to each member of the Commission and permission was unanimously granted by every Commissioner and I did that because the guidelines of Tenet 12 of the ICMA Code of Conduct dictate that process), I find myself in a difficult spot because of these malicious ethics complaints and need to make a recommendation but fear yet another ethics complaint. However, with that being said, I have done everything according to process and policy.

With that being said, I respectfully submit to the Commission that Ms. McGrady's salary should now be returned to its previous rate (a \$4 reduction). If my professional recommendation gets me another ethics complaint, it will need to be defended which is a poor use of City resources.

On the agenda for July 12, an agenda item will be placed so you can vote on reducing the salary or leave it alone. The payroll department has stated it will be easier to pay her at the current rate through the end of the pay period which would be July 15th for Ms. McGrady.

If you have any questions or concerns, please contact me.

cc: City Attorney
Department Heads

Agenda Item: J-7.



July 12, 2016

Shane B. Crawford
City Manager
scrawford@madeirabeachfl.gov

Cheryl McGrady
Exec. Asst. to the City Manager
cmcgrady@madeirabeachfl.gov
727.391.9951 ext. 228
300 Municipal Drive
Madeira Beach, FL 33708

City Commissioners,

As you know, a series of ethics complaints have been filed against City employees, an ex-city Commissioner, our Mayor and myself. Some have multiple complaints filed against them. I believe all of them to be frivolous in nature and I'm disgusted that my employees have been subjected to this political nonsense but they've been filed nonetheless and now they need to be defended.

Believe it or not, the City has insurance for this kind of thing. The insurance company has hired an attorney to defend all the state of Florida ethics complaints. The employees, the elected officials (past and present), and myself will be defended by this attorney.

However, there was an additional ethics complaint filed against me with ICMA which is an organization that I belong to. The acronym stands for "International City/County Management Association". The ethics complaint was two-folded. The first was that I allowed a company that we work with to not carry worker's compensation insurance. They are the company that runs the fitness center and they have less than 4 employees so coverage is not needed so that part of the complaint was dismissed.

The other part of the complaint was in regards to my legal relationship with Cheryl McGrady. Our personnel attorney and City Attorney have ruled that the relationship is legal and Florida State Statute supports their opinions. The ICMA has a code of ethics with guidelines to follow and I followed the guideline exactly as it's dictated by alerting the City Commission individually about the relationship and This is the part that has to be defended by my own private attorney.

After consulting with the City Attorney, I'm putting the City Commission on notice that I will be requesting financial reimbursement for the defense needed on this complaint.

I apologize for this and I'm a "company man" and it makes me literally ill to have to do this because it's such a waste of resources but this kind of thing will follow me for the rest of my career and it's unjustified. Hopefully we're done seeing these slanderous and libelous actions as it's a waste of time and money for the City. I'd hope that we could concentrate on getting back to what we had been doing for years and that was returning class to Madeira Beach and doing everything we do to the best of our ability.

Yours truly,

A handwritten signature in black ink, appearing to read "Shane B. Crawford".

Shane B. Crawford
City Manager

CC: City Attorney
City Clerk