COUNCIL MEETING

CITY OF ST. PETERSBURG

Municipal Building
175-5th Street North
Second Floor Council Chamber

November 7, 2024
1:30 PM

Welcome to the City of St. Petersburg City Council meeting. The public may address City Council in person.

The public must attend the meeting in person to speak during public hearings or quasi-judicial hearings. If you are a person with a disability who needs an accommodation in order to participate in this meeting or have any questions, please contact the City Clerk's Office at 893-7448. If you are deaf/hard of hearing and require the services of an interpreter, please call our TDD number, 892-5259, or the Florida Relay Service at 711, as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, for accommodations.

To assist the City Council in conducting the City's business, we ask that you observe the following:

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.

2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.

3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.

4. Please do not pass notes to Council during the meeting.

5. Please be courteous to other members of the audience by keeping side conversations to a minimum.

6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.

7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

The public can also attend the meeting in the following ways:

- Watch live on Channel 15 WOW!/Channel 641 Spectrum/Channel 20 Frontier FiOS
- Watch live online at www.stpete.org/TV
- Listen and participate by dialing one of the following phone numbers
  - +1 312 626 6799 or
  - +1 646 876 9923 or
  - +1 253 215 8782 or
  - +1 301 715 8592 or
  - +1 346 248 7799 or

- +1 669 900 6833 and entering webinar ID: 993 8656 9230#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: https://zoom.us/j/99386569230

The public can participate in the meeting by providing public comment for agenda items other than public hearings and quasi-judicial hearings in the following ways:

- If attending the Zoom meeting by computer or other device, use the "raise hand" button in the Zoom app.
- If attending the Zoom meeting by phone only, enter *9 on the phone to use the "raise hand" feature.

The "raise hand" feature in the Zoom meeting indicates your desire to speak but does not allow you to speak immediately. You must use the "raise hand" feature at the time the agenda item is addressed. All "raised hands" will be lowered after each agenda item. When it is your turn to speak, your microphone will be unmuted. At the conclusion of your comments or when you reach the three-minute limit, you will be muted. Please be advised that at all times the chair has the authority and discretion to re-order agenda items, and in the event the meeting is disrupted by violations of the rules of decorum, to accept public comment by alternate means, including by email only.

Regardless of the method of participation used, normal rules for participation apply, including the three-minute limit on comments, the requirement that any presentation materials must be submitted to the City Clerk in advance of the meeting, and the rules of decorum. Public comments must be submitted before the public comment period has closed.

A. Meeting Called to Order and Roll Call.

Invocation and Pledge to the Flag of the United States of America.

A moment of silence will be observed to remember fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month:

Officer Gene A. Bessette- November 10, 1961

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

The City Council receives public comment during Open Forum and on agenda items with limited exceptions consistent with Florida law. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government. If you wish to address City Council on subjects other than ***public hearing or quasi-judicial items listed on the agenda,*** *please sign up with the Clerk. Only City residents, owners of property in the City, owners of businesses in the City or their employees may speak during Open Forum. If you wish to address City Council through the Zoom meeting, you must use the "raise hand" feature button in the Zoom app or enter *9 on your phone at the time the agenda item is addressed. When it is your turn to speak, you will be unmuted and asked to state your name and address. At the conclusion of your comments or when you reach the three-minute time limit, you will be muted. All "raised hands" will be lowered after each agenda item. Regardless of the method of participation used, normal rules apply, including the three-minute time limit on comments, the requirement that any presentation materials must be submitted in advance of the meeting and the rules of decorum. If live public comment is disrupted by violations of the rules of decorum, the chair is authorized to accept public comment by alternate means, including by email only.*

D. Awards and Presentations

1. Proclamation ~ Veterans Day

E. New Ordinances - (First Reading of Title and Setting of Public Hearing)

Setting November 21, 2024 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance 601-H, An Ordinance enacting year-end appropriation adjustments For Fiscal Year 2024 for the Operating Budget and Capital Improvement Program Budget and adjustments to the Fiscal Year 2025 Budget; and providing an effective date.

2. Ordinance 602-H, An Ordinance of the City of St. Petersburg, Florida amending Chapter 22, Division 4, of the St. Petersburg City Code relating to the Supplemental Firefighter's Retirement System by amending Section 22-20 l (n) to remove the availability of a variable cost of living increase (COLA) for pension accounts originally established before October 1, 2008; providing for an annual COLA beginning on January 1, 2025, for pension accounts originally established before October 1, 2008; providing for the payment of such annual COLA to pension accounts if the member for whom such account was established attained or would have attained age 60 prior to October l of the applicable year; and providing an effective date.

F. Reports

1. St. Petersburg Police Department Quarterly Report

2. Shirley Proctor Puller Foundation Presentation

3. A resolution confirming the appointment by the Mayor of Jayne Ohlman as the City Council Administrative Officer; and providing an effective date.

4. A Resolution accepting a Guaranteed Maximum Price ("GMP") proposal dated October 29, 2024 in the amount of $3,483,660 from PCL Construction, Inc. ("PCL") for construction phase services for the Post-Storm Repairs to 5th Ave NE Seawall Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Tax Increment Financing Capital Improvement Fund (3005) in the amount of $258,700 from the Seawall Reno/Replacement FY20 Project (17257); approving a transfer in the amount of $3,365,736 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of $3,624,436 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above rescission and transfer, to the 5th Ave NE Seawall – Milton Project (20914) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25101-130; Oracle No. 20914)

5. A Resolution accepting the Guaranteed Maximum Price proposal ("GMP") dated October 30, 2024 in the amount of $2,500,000 from PCL Construction, Inc. ("PCL") for construction phase-services for the Bear Creek Canal Wall Repairs Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $2,567,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 Project (20506); approving a supplemental appropriation in the amount of $2,567,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from this rescission, to the Bear Creek Canal -Milton Project (20916) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25102-130; Oracle No. 20916)

6. A Resolution accepting a Guaranteed Maximum Price ("GMP") proposal dated October 29, 2024 in the amount of $655,600 from PCL Construction, Inc. ("PCL") for construction phase services for the Post-Storm Repairs to Eden Isle Culvert Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $717,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 Project (20506); approving a supplemental appropriation in the amount of $717,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the Eden Isle Culvert – Milton Project (20915) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25096-130; Oracle No. 20915)

7. Follow-up to the Hurricane Helene and Hurricane Milton Report

8. Hurricanes Helene and Milton Federally Funded Subawards and Grant Agreements

   (a) A resolution authorizing the Mayor to execute the Hurricane Helene Disaster Declaration (DR-4828-Hurricane Helene) Federally Funded Subaward and Grant

Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Helene ("Helene Documents"); authorizing the Mayor to delegate signature authority to the Assistant City Administrator for the purpose of executing the Helene Documents; and providing an effective date.

(b) A resolution authorizing the Mayor to execute the Hurricane Milton Disaster Declaration (DR-4834-Hurricane Milton) Federally Funded Subaward and Grant Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Milton ("Milton Documents"); authorizing the Mayor to delegate signature authority to the Assistant City Administrator for the purpose of executing the Milton Documents; and providing an effective date.

G. New Business

1. Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee, or other relevant committee, for a discussion on minimum requirements for new construction in the stormwater floodplain areas. (Councilmember Hanewicz)

2. Respectfully requesting a report to the City Council on Tropicana Field damage and storm-related costs, including remediation and mitigation, at the November 21, 2024, City Council meeting. (Councilmember Gabbard)

H. Council Committee Reports

I. Legal

J. Public Hearings and Quasi-Judicial Proceedings - 5:01 P.M.

Public Hearings

*NOTE: The following Public Hearing items have been submitted for **consideration** by the City Council. If you wish to speak on any of the Public Hearing items, please obtain one of the YELLOW cards from the containers on the wall outside of Council Chamber, fill it out as directed, and present it to the Clerk. You will be given 3 minutes ONLY to state your position on any item but may address more than one item.*

1. Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1663

2. Ordinance 596-H, an ordinance of the City of St. Petersburg, Florida amending City Code Section 20-74 sleeping in or on right-of-way to remove subsection (d) and renumber accordingly; creating compliance with state law; providing for severability; and providing an effective date.

K. Open Forum

L. Adjournment

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda A
November 7, 2024

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. Approving the purchase of 80 electric golf carts from Textron E-Z-GO LLC, for the Golf Courses Department, in the amount of $544,883.20; approving a supplemental appropriation in the amount of $544,884 from the unappropriated balance of the Golf Course Operating Fund (4061) to the Golf Courses Department, Administration Division (630.2473); and providing an effective date.

2. Approving the award of a three-year blanket purchase agreement with Great Bay Distributors, Inc., J.J. Taylor Distributing Florida, Inc., and Cheney Bros., Inc., for food and beverage for resale, in the amount of $585,000.

3. Approving award of a contract to GSA Security Inc., for security camera maintenance, repairs, and installation, for the Department of Technology Services, for a three-year contract of $1,200,000.

(City Development)

(Community Enrichment)

(Public Works)

4. A Resolution approving the Fifth Amendment to the Architect/Engineering Agreement dated October 29, 2020 between the City of St. Petersburg, Florida and HDR, Inc. ("A/E"), as amended, for A/E to provide additional project management and administration and design-build proposal phase and pre construction phase related services that include (i) contract negotiation assistance for the Design Builder, (ii) scope understanding/alignment workshop of splitting the EOC/Generator work into Package 1 and the rest of the plant upgrades into Package 2, (iii) additional milestone design reviews and permitting assistance to cover Package 1, and (iv) additional Florida Department of the Emergency Management grant administration for the Cosme Water Treatment Plant Operation and Supervisory Control and Data Acquisition (SCADA) Improvements Project in an amount not to exceed $131,315.62; providing that the total contract amount not exceed $720,176.62; authorizing the Mayor or his designee to execute the Fifth Amendment; and providing an effective date (ECID Project No. 19075-111; Oracle No. 16887).

5. A Resolution approving the Third Amendment to the Design-Build Agreement between the City of St. Petersburg, Florida and PCL Construction, Inc. ("PCL"), dated December 22, 2021, as amended, for PCL to provide additional pre-construction phase services in an amount not to exceed $4,148,055.25 for the Cosme Water Treatment Plant Operational and SCADA Improvements Project; providing that the total budget for preconstruction services shall not exceed $6,736,900.32; authorizing the Mayor or his designee to execute the Third Amendment; and providing an effective date (ECID Project No. 19075 111; Oracle No. 16887).

6. A Resolution accepting Addendum No. 1 dated September 19, 2024 in an amount not to exceed $70,119.02 to the Guaranteed Maximum Price ("GMP") proposal dated June 26, 2023 submitted by Archer Western Construction, LLC ("Archer Western") for construction-phase services for the Sanitation Building Fiber Optic Network Expansion Project, to increase the owner's contingency and provide for various minor cost items requested during the installation of the new fiber optic conduit for the Project; providing that the total GMP for the Sanitation Building Fiber Optic Network Expansion Project shall not exceed $683,801.17; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida, and Archer Western dated November 2, 2023, to incorporate Addendum No. 1 to the GMP proposal into such Agreement and modify other necessary provisions; approving a transfer in the amount of $54,756 from the unappropriated balance of the Technology and Infrastructure Fund (5019), to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $54,756 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the New Sanitation Facility FY21 Project (17971); and providing an effective date (ECID Project No. 22100-124; Oracle Project Nos. 19071, 17971).

(Appointments)

(Miscellaneous)

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda B
November 7, 2024

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. Approving an increase in allocation for tank-wagon loads of gasoline and diesel fuel from Palmdale Oil Company LLC., for the Golf Courses Department and Water Resources Department, in the amount of $300,000.

2. Approving rescissions of unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $15,140 from the Recreation Center Improvements FY20 Project (17222), $41,108 from the Recreation Center Improvements FY21 Project (17949), and $70,000 from the Shore Acres Center Replacement Project (15651); approving a supplemental appropriation in the amount of $126,248 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above rescissions, to the Mirror Lake Complex Upgrades Project (12868) to provide funding for the Lawn Bowling Club Electrical Renovations (Engineering Project 19228-017, Oracle Project 12868).

3. Approving an increase in allocation for Tree Trimming Services, Public Facilities, and Right of Way with Arbor Source, LLC, Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc, in the amount of $350,000.

4. Approving the award of a five-year blanket purchase agreement with Sarasota County Government, for Governmental Management System (GovMax) Cumulative Hosting and Service Fees, in the amount of $294,406.72.

(City Development)

5. Authorizing the Mayor, or his designee to execute a second amendment to the License Agreement with Spectrum NLP, LLC, a Delaware limited liability company authorized to conduct business in the State of Florida, to renew the License Agreement for continued use of a portion of the roof of the Air Traffic Control Tower at Albert Whitted Airport, generally located at 107 8th Avenue Southeast, St. Petersburg, Florida, including amending provisions regarding renewals and adding provisions regarding Grand Prix race events. (Requires affirmative vote of at least six (6) members of City Council.)

6. Authorizing the Mayor, or his designee, to execute a License Agreement with TFTSP Youth Golf Council St. Petersburg Florida, Inc., a Florida not-for-profit corporation, for use of ±172 sq. ft. of office/storage space within the Mangrove Bay Golf Course Clubhouse, and certain land lying within adjacent Cypress Links Golf Course, both approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida, for a period of three (3) years, at an aggregate fee of $36.00; and waiving the reserve for replacement

requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)

(Community Enrichment)

(Public Works)

7. A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the 28th Street South from 18th Avenue South to Pinellas Trail Urban Corridor Improvements Project in an amount not to exceed $403,333; approving a rescission of an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $50,000 from the Complete Streets FY24 Project (19828); approving a supplemental appropriation in the amount of $50,000 from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above rescission, to the 28th Street - 18th Avenue S to 5th Avenue S Project (19817); and providing an effective date. (FDOT Financial Project No. 450601-1-38-01; ECID Project No. 24198-130; Oracle No. 19817).

8. A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the Pinellas Trail Neighborhood Connections Various Locations Project in an amount not to exceed $262,909; and providing an effective date. (FDOT Financial Project No. 452905-1-38-01; ECID Project No. 24199-130; Oracle No. 20489).

(Appointments)

9. A resolution confirming the appointment of City of St. Petersburg Fire Rescue Chief Lindsay Judah to the Opioid Abatement Funding Advisory Board and Fire Marshal Ian Womack as the alternate for a term of two (2) years; and providing an effective date.

(Miscellaneous)

10. A resolution approving a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Federal Treasury Forfeiture Fund (1603) to the Police Department, Federal Treasury Forfeiture Division (140-2859); authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

11. A resolution approving a four year funding agreement between the City of St. Petersburg, Florida ("City") and the Shirley Proctor Puller Foundation, Inc. ("SPPF") to expand the M.A.S.T.R. Kids Program, for the City to provide $250,000 annually to SPPF to support its M.A.S.T.R. Kids Program; authorizing the Mayor or his designee to execute the funding agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

12. A resolution authorizing the Mayor or his designee to accept a grant from the Florida Department of Transportation (FDOT) in the maximum reimbursement amount of $88,000 to fund speed measurement devices and Police Department overtime costs incurred by enforcement activities for the Two Wheels, One Safety Vision Campaign; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $88,000 from

the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Police Department, Traffic & Marine Division (140-1477), Two Wheels, One Safety Vision Project (20906); and providing an effective date.

13. A Resolution approving the plat of Shell Dash Townhomes, generally located at 1120 16th Street South; setting forth conditions; and providing an effective date. (City File No.: DRC 23-20000001)

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming MEETING AGENDA Council meetings.

Budget, Finance & Taxation Committee
Thursday, November 21, 2024, 9:00 a.m., Conference Room 100

Legislative Affairs & Intergovernmental Relations Committee
Thursday, November 21, 2024,10:50 a.m., Conference Room 100

City Council Meeting
Thursday, November 21, 2024,1:30 p.m., City Council Chambers

CITY OF ST. PETERSBURG

Board and Commission Vacancies

PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. **Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of Public Comment. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.** Each party and speaker wishing to present handouts, photographs, presentation slides or any other materials (collectively, "Materials") during a quasi-judicial proceeding must submit such Materials to the City Clerk no later than 24 hours in advance of the applicable public hearing. **Materials submitted after the deadline will not be accepted and may not be used.**

2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council Member questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications, the Applicant bears the burden of proof. Waiver of Objection: at any time during the proceeding Council Members may leave the Council Chamber for short periods of time provided they continue to hear testimony by audio. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.

3. Reading of the Title of the Ordinance(s), if applicable.

4. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation. The order of initial presentations shall be:

a. Presentation by City Administration.

b. Presentation by the Appellant followed by the Applicant, if different. If Appellant and Applicant are different entities, then each is allowed the allotted time for each part of these procedures.

c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said person shall register as an Opponent with the City Clerk at least one week prior to the scheduled public hearing or within 48 hours after the City staff report for the public hearing has been published (whichever is later). If more than one person registers to utilize the initial presentation time provided for an Opponent, the registered persons shall attempt to agree on a single representative to participate as the Opponent in the proceeding. If the persons cannot agree on a single representative, then each person (or person's representative) shall share equally the time allotted to the Opponent for each part of these procedures. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed. If a Property Owner who is not the Appellant or the Applicant opposes the Application and utilizes any part of the time available to the Property Owner to make an initial presentation, the Opponent shall not be permitted to make an initial presentation (but shall be provided an opportunity for cross-examination and rebuttal/closing).

d. If the Property Owner is neither the Appellant nor the Applicant, they shall be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last in each part of these procedures so that they have the opportunity to address what all the interested parties have presented.

5. Public Comment. Upon conclusion of the initial presentations, members of the public may speak for not more than three (3) minutes each. Speakers shall limit their testimony to information relevant to the ordinance or application and criteria for review.

6. Cross Examination. Each party shall be allowed a total of five (5) minutes for cross examination, which includes the time consumed by both questions and answers. Each party who opposes the application may only cross examine any witness who previously testified in support of the application. Each party who supports the application may only cross examine any witness who previously testified in opposition to the application. The questioning party is not permitted to make any statements, only to ask questions that are directly related to the testimony or evidence presented. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the City Clerk as an Opponent, said individual shall notify the City Clerk prior to the beginning of initial presentations for the applicable public hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). The order of cross examination shall be:

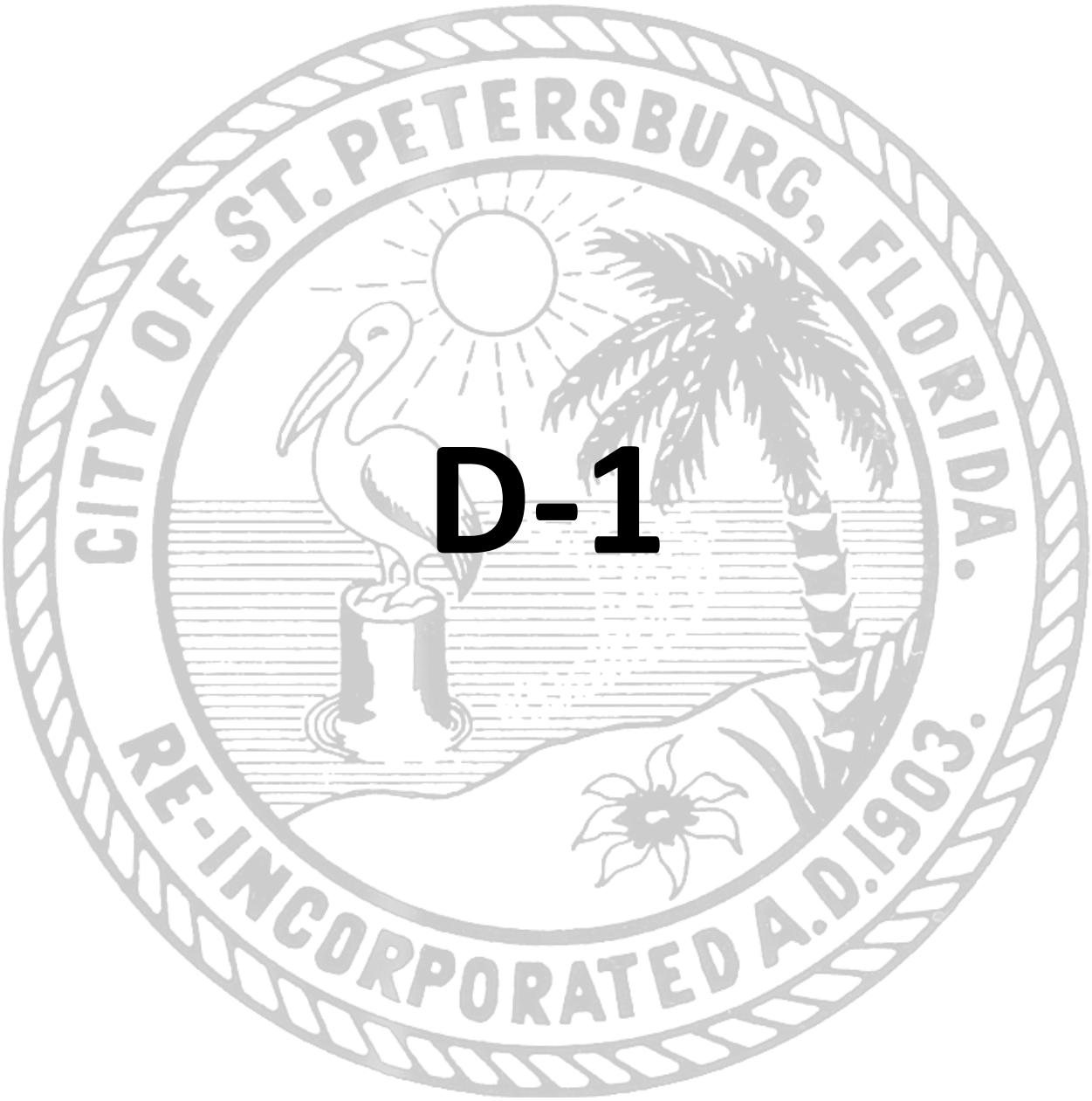
a. Cross examination by City Administration.
b. Cross examination by Opponents, if applicable.
c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

7. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument and/or rebuttal. The order of rebuttal/closing shall be:

a. Rebuttal/Closing by City Administration.
b. Rebuttal/Closing by Opponent, if applicable.
c. Rebuttal/Closing by Applicant followed by the Appellant, if different, followed by Property Owner, if different.

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The following page(s) contain the backup material for Agenda Item: Proclamation ~ Veterans Day
Please scroll down to view the backup material.



D-1

CITY COUNCIL AGENDA
Presentation Item

DATE: October 30, 2024

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Veterans Day

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: November 7, 2024

Mayor Kenneth T. Welch

Proclamation

CITY OF ST. PETERSBURG

WHEREAS, Annually since November 1919, the United States has observed Veterans Day, first commemorated as Armistice Day by President Woodrow Wilson; and

WHEREAS, Veterans Day is an opportunity for all Americans to reflect on the heroism of those who serve in the U.S. Armed Services and share our gratitude for their selfless sacrifice; and

WHEREAS, On November 11th, all citizens are invited and encouraged to celebrate Veterans Day by honoring our veterans who have given so much to ensure that their fellow Americans are able to live their lives in peace; and

WHEREAS, The City of St. Petersburg is proud to recognize the courage, valor, and contributions of veterans and their families in support of our freedom; and

WHEREAS, The City of St. Petersburg annually honors and pays tribute to our local veterans who have served with honor and distinction.

NOW THEREFORE, I, KENNETH T. WELCH, Mayor of St. Petersburg, Florida, do hereby proclaim, Monday, November 11, 2024, as

Veterans Day

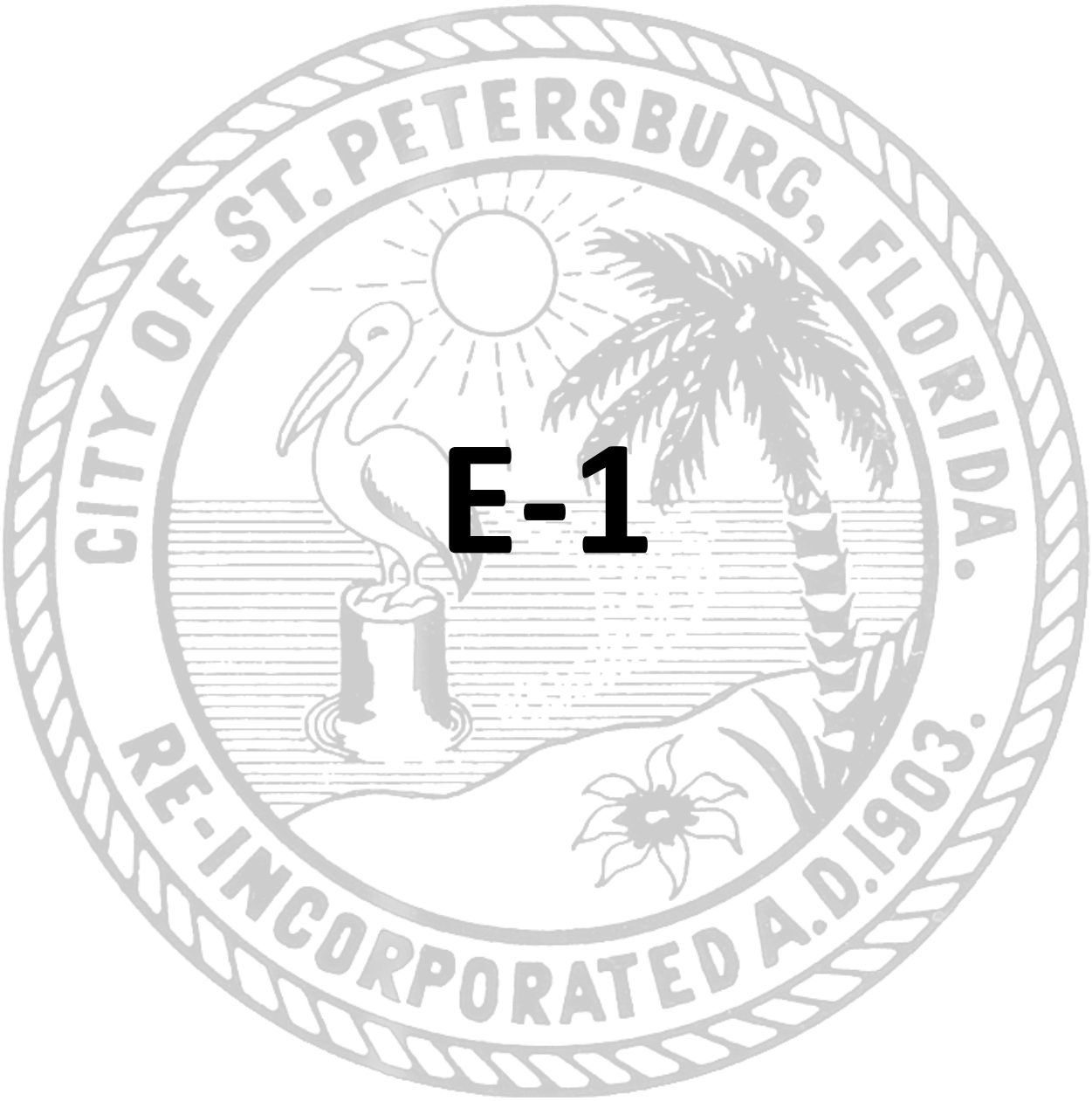
in our city and encourage all citizens to join in celebrating their strength and courage in support our community, city, and country.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and State of Florida to be affixed this 7th day of November 2024.

Kenneth T. Welch

Kenneth T. Welch
Mayor

The following page(s) contain the backup material for Agenda Item: Ordinance 601-H, An Ordinance enacting year-end appropriation adjustments For Fiscal Year 2024 for the Operating Budget and Capital Improvement Program Budget and adjustments to the Fiscal Year 2025 Budget; and providing an effective date.
Please scroll down to view the backup material.



E-1

ST. PETERSBURG CITY COUNCIL
First Reading of Ordinance
Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair, and City Council Members

SUBJECT: An Ordinance Enacting Year-End Appropriation Adjustments for FY24 for the Operating Budget and Capital Improvement Program Budget and Adjustments to the FY25 Budget.

EXPLANATION / COST FUNDING ASSESSMENT INFORMATION:

This agenda item transitions budgets from the year just closed to the new budget year. For FY24, it adjusts budgets that exceeded annual appropriations and commits and assigns funds in the General Fund for specific purposes. It also provides adjustments (supplemental appropriations) to the FY25 budget. Council is asked to hold the first reading of the attached Ordinance and set the second reading/public hearing for November 21, 2024, to adopt these changes, as required by the City Charter.

The agenda item is divided into three major parts. Each part may involve several types of transactions including appropriation transfers, increases in budget authority which generally have no effect on fund balance, or supplemental appropriations, *which reduce the fund balance of the specified fund unless there are revenues to support the expense overage*. The three parts give a detailed description of the provisions within the Ordinance and reasons for each budget modification.

Back-up for the Ordinance is covered in Parts I, II, and III

Part I describes transactions which will clean up and finalize the **FY24 budget** (Ordinance Sections 1-3). The final accounting transactions for **FY24** are being posted, requiring some adjustments to the **FY24** appropriations for both operations and capital projects. Additional budget authority is necessary to authorize expenditures in excess of budgeted amounts, in some cases increased revenues are available to cover these expenditures. State law requires that any budgetary adjustments to the prior year budget be made within 60 days of the close of the fiscal year.

Part II recommends commitments and assignments of funds remaining in the General Fund at the close of **FY24** for a variety of purposes in **FY25** and the future. Commitments and assignments are not legal obligations to expend funds set-aside in the various categories and require appropriation by City Council in order to do so. These appear in Section 4 of the Ordinance.

Part III provides for supplemental appropriations, *which reduce the fund balance of the specified fund unless there are revenues to support the expenditures*, to the **FY25** Budget, including re-appropriation of unexpended **FY24** monies and transfers, Ordinance Sections 5-8.

General Fund Preliminary Results for FY24

Based on the 10/21/24 soft close, we estimate net revenue of $383.153 million and expenditures of $376.794 million (excluding the $6.070 million year-end adjustments) adding approximately $12.428 million to the General Fund balance. These amounts include original and new BP Project Funding estimates. The table below illustrates the beginning fund balance of $71.331 million and the estimated FY24 ending fund balance of $83.759 million.

			Revenues		Expenditures			Fund Balance			
		Beginning Fund Balance	Amended Budget	Revenue Estimate	Amended Budget	Expense Estimate	Budget Annual Change	Variance	Year End Adjustment	Year End Estimate	Target Fund Balance
General Fund and Reserves											
	General Fund Operating	69,568	377,425	383,153	395,424	376,759	(17,999)	6,394	6,058	82,021	43,178
	General Fund BP	1,763	0	0	1,775	36	(1,775)	(36)	12	1,739	0
	Total General Fund	71,331	377,425	383,153	397,199	376,794	(19,774)	6,359	6,070	83,759	43,178

The FY25 adjustments included in the attached Ordinance will **reduce** the General Fund balance by $11.315 million. After City Council adoption of the attached Ordinance on November 21, 2024, we estimate the net effect is that an estimated $1.113M will be **added** to the General Fund balance by the end of FY25. Any additional budget actions taken during the year would change this estimate.

ATTACHMENTS: Ordinance

APPROVALS:

Administrative: Thomas Greene

Budget: E Makofske

PRELIMINARY YEAR-END APPROPRIATION ADJUSTMENTS
FY24 OPERATING BUDGET &
CAPITAL IMPROVEMENT PROGRAM BUDGET

This report presents recommendations for budget adjustments in various funds. Expenditure and revenue estimates are based on financial data through October 21, 2024. Budget adjustments are only required for entities that exceed previous appropriations for the entity as a whole. While some appropriations are made at the departmental level, such as the Fire Rescue Department, others are made at the administration level. For example, an appropriation would be required for the Community Enrichment Administration only if the expenditures exceeded the total appropriation for all departments within the administration. The Budget Ordinance is the guiding document for these requirements.

Supplemental appropriations are supported either by revenue or by resources of the fund balance of the fund specified. Supplemental appropriations increase the total amount authorized in the fund.

PART I: FY24 APPROPRIATION ADJUSTMENTS

Ordinance Section 1

GENERAL FUND – Supplemental Appropriations -- These adjustments cover expenditures which exceeded budget in FY24. In some cases, the expenditures are offset by additional revenue. The adjustments in the first three lines are for budget authority only to align the budget with actual expenditures. The transfers to other funds totaling $1.323 million are new appropriations. These expenditures have already been calculated in the total expenditures of $376.794 million.

Engineering	1,464,000	A supplemental appropriation is needed to cover greater than budget expenses for engineering services, electric, facility repairs and renovations, and less charges to projects than budgeted.
Fire Rescue	3,714,000	A supplemental appropriation is needed to cover overtime overages (related to staffing shortages during FY24, unexpected storms/disaster events, training, and increased special events), greater than budget other compensation (retirements), vehicle replacement, and vehicle repair and maintenance.
Stormwater, Pavement, and Traffic Operations	2,311,000	A supplemental appropriation is needed to cover greater than budgeted expenses in salaries, overtime, and other special services due to the additional requirements in road improvements, mowing, and sidewalk work (addition of two new sidewalk crews). There was also an overage in vehicle replacement due to increase in the cost of vehicles/equipment needing replacement.
Transfer to Economic Stability Fund	692,291	A supplemental appropriation is needed to transfer additional funds to the Economic Stability Fund (0008) from the FY24 General Fund Contingency ($250,000) and to repay loans to the Airport Operating Fund ($182,291) and the Golf Course Operating Fund ($260,000). The total contribution for FY24 will be $750,000. This transaction will close out the loans to the Economic Stability Fund for these enterprises and the remaining loans will now be with the General Fund.
Finance – Transfer to Community Development Block Grant (CDBG) Fund	7,230.82	A supplemental appropriation is needed to transfer funds to the CDBG Fund (1111) to reimburse the CDBG fund for percentage overages in admin activities from 2015. After this transfer the funds can be used on an eligible activity.

Finance – Transfer to JP Morgan Chase Revenue Notes Fund	110,972	A supplemental appropriation is needed to transfer funds to the JP Morgan Chase Revenue Notes Fund for repayment of an interest payment made in FY20.
Finance – Transfer to Parking Revenue Fund	10,000	A supplemental appropriation is needed to transfer funds to the Parking Revenue Fund (1021) to repay CAPI for expenditures not made in prior fiscal years for closed captioning services.
Finance – Transfer to General Capital Improvement Fund	262,195	A supplemental appropriation is needed to transfer the remaining balance of the Scooter Share Program revenue generated by Right-of-Way Use Fees funds to the General Capital Improvement Fund (3001) for the Complete Streets Program Project.
Mahaffey Subsidy	73,000	A supplemental appropriation is needed to increase the subsidy to the Mahaffey Theater Fund to cover greater than budget facility repairs and other reimbursables.
Port Subsidy	164,000	A supplemental appropriation is needed to increase the subsidy to the Port Operating Fund to cover less than budgeted revenues in charges for services and rentals.
Tropicana Field Subsidy	3,000	A supplemental appropriation is needed to increase the subsidy to the Tropicana Field Fund to cover increased costs for security services.

ENTERPRISE & SPECIAL REVENUE OPERATING FUNDS – Supplemental Appropriations

These adjustments cover expenses which exceeded the FY24 budget. These adjustments are for budget authority only to align the budget with actual expenses. These expenditures have already been calculated in the total expenses of the respective fund. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expense variances will be covered from the fund balance in each individual fund.*

School Crossing Guard	39,800	This fund records the revenue collected from the parking ticket surcharge. A supplemental appropriation is needed to transfer the additional revenue received over the budgeted amount to the General Fund to help reimburse the cost of the School Crossing Guard Program.
Weeki Wachee	1,100	A supplemental appropriation is needed to cover greater than budgeted expenses for management fees. There are sufficient resources in the fund to cover the additional expenses.
Mahaffey Theater Operating	160,000	A supplemental appropriation is needed to cover greater than budgeted expenses for facility repairs and other reimbursables. An increase in the fund's subsidy of $73,000 is required as reported on page 4.
Pier Operating	74,000	A supplemental appropriation is needed to cover greater than budgeted expenses for property tax. There are sufficient resources in the fund to cover the additional expenses.
Coliseum Operating	114,000	A supplemental appropriation is needed to cover greater than budget expenses for facility repairs, security, and janitorial services. There are sufficient resources in the fund to cover the additional expenses.
Sunken Gardens	47,000	A supplemental appropriation is needed to cover increased costs associated with events. Additional revenues in the fund covered these additional expenses.
Tropicana Field	283,000	A supplemental appropriation is needed to cover greater than budgeted expenses for security services. An increase in the fund's subsidy of $3,000 is required as reported on page 4.
Police Grant	120,000	A supplemental appropriation is needed to cover greater than budgeted grant expenditures for the Police Special Victim

		Program Grant ($120,000). There are sufficient grant resources in the fund to cover the additional expenses.
Banc of America Leasing & Capital LLC	1.00	A supplemental appropriation is needed to cover greater than budget debt interest payments.
TD Bank, N.A.	1.29	A supplemental appropriation is needed to increase the FY24 transfer from the TD Bank, N.A. Fund (2018) to the General Capital Improvement Fund (0001). The fund can be closed out after this transaction.
Water Resources	1,292,000	A supplemental appropriation is needed to transfer additional funds to the Water Equipment Replacement Fund (4007) due to increased cost of vehicles/equipment being replaced. Additional revenues in the fund covered these additional expenses.
Water Resources Debt	3,827,000	A supplemental appropriation is needed to cover greater than budgeted debt service payments.
Water Cost Stabilization	2,359,000	Interest earnings in this fund were higher than the budgeted amount and were transferred to the Water Resources Operating Fund. A supplemental appropriation is needed to cover this transfer of additional interest earnings received in the fund.
Water Equipment Replacement	1,293,000	A supplemental appropriation is needed due to greater than budgeted replacement costs for Water Resources vehicles and equipment. There are sufficient resources in the fund to cover the additional expenses.
Stormwater Utility Operating	3,922,000	A supplemental appropriation is needed to cover greater than budget salaries, benefits, and capital outlay expenses resulting from the addition of two new line clearing crews and deployment during storm events as well as overtime, other specialized services, vehicle repairs and maintenance, operating supplies, and the transfer to the Stormwater Debt Service Fund. There are sufficient resources in the fund to cover the additional expenses.
Airport Operating	49,000	A supplemental appropriation is needed to cover greater than budgeted expenses for management fees and other special services. There are sufficient resources in the fund to cover the additional expenses.
Marina Operating	207,000	A supplemental appropriation is needed to cover greater than budgeted expenses for fuel. Additional revenues in the fund covered these additional expenses.

INTERNAL SERVICE FUNDS – Increased Authorizations

These additional allocations cover expenditures which exceeded budget. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expenditure variances will be covered from the fund balance of each individual fund.*

Fleet Management	2,782,000	An increase in the authorization level of this internal service fund is needed to cover greater than budgeted expenses for repair and maintenance materials and equipment. Additional revenues in the fund covered these additional expenses.
Equipment Replacement	1,218,000	An increase in the authorization level of this internal service fund is needed to cover greater than budgeted expenses for vehicle and equipment purchases. There are sufficient resources in the fund to cover the additional expenses.
Technology Services	33,028.60	An increase in the authorization level of this internal service fund is needed to transfer funding to the General Fund for the Department of Technology Services to take ownership of

		technology switches purchased by the Parks and Recreation Department.
Health Insurance	111,000	An increase in the authorization level of this internal service fund is needed to cover greater than budgeted expenses at the wellness center due to increased utilization. There are sufficient resources in the fund to cover the additional expenses.
General Liabilities Claims	556,000	An increase in the authorization level of this internal service fund is needed to cover greater than budgeted expenses for claims and court costs due to higher than anticipated claims payments. There are sufficient resources in the fund to cover the additional expenses.
Commercial Insurance	3,000	An increase in the authorization level of this internal service fund is needed to cover greater than budget expenses for salaries and benefits. There are sufficient resources in the fund to cover the additional expenses.

Ordinance Section 2

CAPITAL IMPROVEMENT FUNDS – Supplemental Appropriations

These appropriations cover CIP project expenditures which exceeded budget. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expenditure variances will be covered from the fund balance of each individual fund.*

General Capital Improvement	17,027.02	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2023 on TIF 1104 funds in the General Capital Improvement Fund (3001) to the South St. Petersburg Redevelopment District (1104).
General Capital Improvement	3,625.99	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2023 on TIF 1105 funds in the General Capital Improvement Fund (3001) to the Downtown Redevelopment District (1105).
General Capital Improvement	5,510.31	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2023 on TIF 1107 funds in the General Capital Improvement Fund (3001) to the Intown West Tax Increment District (1107).
General Capital Improvement	24,760	Transfer	A supplemental appropriation is needed to transfer unspent funds in the General Capital Improvement Fund (3001) to the Pier Operating Fund (1203) resulting from the project closeout of the Pier Splash Pad Resurfacing Project.
Tax Increment Financing Capital Improvement	219	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2022 on TIF 1102 funds in the Tax Increment Financing Capital Improvement Fund (3005) to the Intown West – City Portion Fund (1102).

Tax Increment Financing Capital Improvement	2,786	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2022 on TIF 1104 funds in the Tax Increment Financing Capital Improvement Fund (3005) to the South St. Petersburg Redevelopment District Fund (1104).
Tax Increment Financing Capital Improvement	43,052	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2022 on TIF 1105 funds in the Tax Increment Financing Capital Improvement Fund (3005) to the Downtown Redevelopment District Fund (1105).
Tax Increment Financing Capital Improvement	557	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2023 on TIF 1102 funds in the Tax Increment Financing Capital Improvement Fund (3005) to the Intown West – City Portion Fund (1102).
Tax Increment Financing Capital Improvement	6,395	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2023 on TIF 1104 funds in the Tax Increment Financing Capital Improvement Fund (3005) to the South St. Petersburg Redevelopment District Fund (1104).
Tax Increment Financing Capital Improvement	166,590	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2023 on TIF 1105 funds in the Tax Increment Financing Capital Improvement Fund (3005) to the Downtown Redevelopment District Fund (1105).
Tax Increment Financing Capital Improvement	7,899	Transfer	A supplemental appropriation is needed to transfer Interest Earnings as of 30-SEP-2023 on TIF 1107 funds in the Tax Increment Financing Capital Improvement Fund (3005) to the Intown West Tax Increment District Fund (1107).
Water Resources Capital Projects	321,374	Transfer	A supplemental appropriation is needed to transfer the FY23 Water Closet Fees (Impact Fees) from the Water Resources Capital Projects Fund (4003) to the Water Resources Debt Fund (4002).
Water Resources Capital Projects	300,000	DIS Taps Meters Backflows FY23	A supplemental appropriation is needed due to increased customer funding for potable water service taps, meters, and backflows. There was a proportionate increase in revenue that covered the increased costs.
Water Resources Capital Projects	800,000	DIS Taps Meters Backflows FY24	A supplemental appropriation is needed due to increased customer funding for potable water service taps, meters, and backflows. There was a proportionate increase in revenue that covered the increased costs.
Water Resources Capital Projects	50,000	REC Taps & Backflows FY24	A supplemental appropriation is needed due to increased customer funding for reclaimed water service taps, meters, and

			backflows. There was a proportionate increase in revenue that covered the increased costs.
Water Resources Capital Projects	100,000	SAN New Service Connections FY24	A supplemental appropriation is needed due to increased customer funding for wastewater new connections. There was a proportionate increase in revenue that covered the increased costs.
Stormwater Drainage Capital Projects	(106,500)	Minor Storm Drainage FY23	A recission is needed from the Minor Storm Drainage Project to provide funding for the Stormwater Vault/Backflow Preventers FY22 Project.
Stormwater Drainage Capital Projects	(227,000)	Stormwater System Resiliency FY23	A recission is needed from the Stormwater System Resiliency Project to provide funding for the Stormwater Vault/Backflow Preventers FY22 Project.
Stormwater Drainage Capital Projects	(169,250)	Stormwater Vault/Backflow Preventers FY23	A recission is needed from the Stormwater Vault/Backflow Preventers FY23 Project to provide funding for the Stormwater Vault/Backflow Preventers FY22 Project.

Ordinance Section 3

Ordinance 554-H will be amended by incorporating into said ordinance all appropriations and adjustments to the operating and capital improvement budgets pertaining to the fiscal year ending September 30, 2024, made by previous resolution, and all supplemental appropriations and adjustments contained in the attached Ordinance, which pertain to the Fiscal Year ending September 30, 2024. Ordinance Number 554-H, once amended by the attached Ordinance, will be the final budget for the Fiscal Year ending September 30, 2024.

PART II: COMMITMENTS AND ASSIGNMENTS OF FUND BALANCES FOR FY24 YEAR END

Ordinance Section 4

Each year City Council has committed a portion of the General Fund balance for specific purposes. Administration recommends the commitment and assignments of the following amounts totaling $9,795,388 within the General Fund balance as of September 30, 2024. These commitments include amounts requested for re-appropriation during FY25.

OPERATING RE-APPROPRIATIONS **$6,666,725**
This commitment provides for funds to be rolled over for contracts, grants, or purchase orders issued in 2024 for which the corresponding purchases could not be completed due to timing or other issues.

LAND SALE PROCEEDS **$65,762**
This commitment was established to provide a funding source for acquiring property. Proceeds from the sale of city properties valued at less than $20,000 are deposited in the General Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by City Council on February 21, 2002.

QUALIFIED TARGET INDUSTRY (QTI) TAX REFUND PROGRAM **$23,250**
This commitment was established to provide the City's share for the QTI program during FY 2023, which provides funds to local businesses for the purpose of stimulating economic growth and employment.

LOCAL AGENCY PROGRAM (LAP) **$244,745**
This commitment was established to provide the City's share over the next 15 years for maintenance of city roads and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

COURTESY DOCKS AND SLIPS **$170,000**

This commitment was established to provide the City's share of commitments for costs associated with the ordinary and routine maintenance of the Transient Visitor Dock and Slips until March 31, 2041, as a result of a grant agreement with the Florida Fish and Wildlife Conservation Commission (FFWCC).

SEAGRASS MITIGATION BANK **$2,624,906**

This commitment was established to provide the City's measure of financial assurances to the United States Army Corps of Engineers that the Seagrass Mitigation Bank will be constructed and implemented in accordance with the terms and plans set forth in the federal permit pursuant to the Mitigation Banking Instrument for the North Shore Park Seagrass Mitigation Bank.

PART III: FY25 CHANGES TO GENERAL FUND, ENTERPRISE FUNDS, SPECIAL REVENUE FUNDS, INTERNAL SERVICE FUNDS, CIP FUND BUDGETS & TRANSFERS FOR ART IN PUBLIC PLACES

Ordinance Section 5

RE-APPROPRIATION OF FY24 ENCUMBRANCES

These encumbrances are funded with FY24 revenue or fund balance from each respective fund. All of these amounts were previously appropriated in FY24 and have legal commitments for expenditure that will occur in FY25. These expenditures will have no additional impact on the respective fund balance and include the unspent portion of existing contracts. Actual encumbrances may be more or less after all FY24 financial transactions are posted. The amounts listed below for the General Fund are accounted for in the FY24 expenditure estimate of $376.794M.

General Fund	
Police	$876,582
Fire Rescue	123,770
City Development Administration	368,424
Housing and Neighborhood Services Administration	572,112
General Government Administration	1,085,882
Community Enrichment Administration	1,728,381
Public Works Administration	1,911,574
Total General Fund	$6,666,725

All Other Funds	
Affordable Housing	$1,643,826
Emergency Medical Services	70,754
American Rescue Plan Act	7,575,078
Local Housing Assistance	5,000
Parking Revenue	203,693
South St. Petersburg Redevelopment	1,086,924
CDBG	1,241,237
HOME Program	485,276
Building Permit Special Revenue	133,051
Mahaffey Theater Operating	88,897
Pier Operating	658,244
Coliseum Operating	36,131
Sunken Gardens	44,541
Federal Justice Forfeiture	30,100
Police Grant	5
Operating Grant	62,265
Water Resources	3,367,295
Water Resources Debt	2,500
Water Equipment Replacement	2,862,413

Stormwater Utility Operating	1,155,183
Stormwater Equipment Replacement	1,077,934
Sanitation Operating	3,230,120
Sanitation Equipment Replacement	4,801,187
Airport Operating	49,321
Marina Operating	117,202
Golf Course Operating	60,707
Jamestown Complex	94,172
Port Operating	1,051
Fleet Management	1,942,155
Equipment Replacement	9,775,711
Municipal Office Buildings	102,907
Technology Services	1,381,090
Technology and Infrastructure	135,028
Supply Management	7,249
Health Insurance	189,248
Life Insurance	2
General Liabilities Claims	16
Commercial Insurance	279

Ordinance Section 6

GENERAL FUND IMPACT

The total gross impact to the General Fund by the adjustments in Section 6 is an increase in expenditure of $23.391 million which includes all remaining BP related expenditures in the amount of $1.732M. Additionally, $1.726 million of these expenditures are supported by grant revenue, $10 million by land sale revenue, and $339K by contract revenue. The estimated net impact to the General Fund is a reduction of $11.315 million in fund balance.

When combined with the increase in fund balance estimated at the end of FY24 ($12.428 million), after all the actions are taken in the attached Ordinance, an estimated $1.113 million will be added to the General Fund balance. Again, any additional budget actions taken during the year would change this estimate.

General Fund Balance					
FY24 Beginning	FY24 Entries	Estimated FY24 Ending	FY25 Entries	Estimated FY25 Ending	Difference
$71,330,556	$12,428,377	$83,758,933	($11,315,266)	$72,443,667	$1,113,111

SUPPLEMENTAL APPROPRIATIONS

All supplemental appropriations are funded with fund balance from each respective fund or from additional revenues. Some of these amounts were previously appropriated in FY24 and have legal commitments for expenditures that will occur in FY25.

GENERAL FUND – FY25 Supplemental Appropriation

City Council	54,927	A supplemental appropriation is needed to roll over funds for Management Fees ($47,877) and office furniture ($7,050).
Mayor's Office	1,024,750	A supplemental appropriation is needed to roll over funds for the Pinellas Opportunity Council Wrap Around Services ($30,000), Safe Neighborhood Program ($115,500), Community Impact Programs ($115,500), Hidden Voices ($24,750),

		Literacy/STEAM Grants ($64,000), Civic Education Readiness Programs ($165,000), College/Career Readiness Programs ($165,000), Aid to Private Organizations for grants to community programs ($45,000), and consulting services for Community Impact ($100,000), and consulting services for Education & Youth Opportunities programs ($200,000).
Legal	173,435	A supplemental appropriation is needed to roll over funds for expected litigation and hiring of outside counsel.
Human Resources	169,033	A supplemental appropriation is needed to roll over funds for ongoing leadership programs that were pushed back ($19,700), remaining contract fees with training consultant ($16,188), additional expenses related to the Party in the Park Appreciation Event ($21,645), to build a training room ($57,500), purchase one laptop for the training room ($4,000), and equity training ($50,000).
City Clerk	3,812	A supplemental appropriation is needed to roll over funds for 2024 election expenses not billed until November 2024.
Marketing	80,000	A supplemental appropriation is needed to roll over funds for the Historic Gas Plant District marketing needs ($30,000) and Staffbase promotional items, marketing, employee engagement, and events ($50,000).
Finance	10,359,551	A supplemental appropriation is needed to roll over funds for consulting services for a cost allocation plan ($250,000), investment advisor services ($109,551), a transfer to repay the Economic Stability Fund loan for Deuces Rising ($5,980,000), and a transfer to the Housing Capital Improvement Fund for future affordable housing capital projects ($4,020,000).
Total General Government Administration	**11,865,508**	**Total on Ordinance**
City Development	779,237	A supplemental appropriation is needed to roll over funds for new events ($14,000), sports consulting work ($18,000), travel to recruitment events ($2,000), recognition and event team meetings ($400), and arts grants and aid ($744,837).
Economic and Workforce Development	3,636,000	A supplemental appropriation is needed to roll over funds for the microfund program ($450,000), QTI payments ($30,000), workforce readiness ($35,000), corporate relocations ($475,000), business corridor support ($22,500), Grow Smarter Job Creation ($23,500), youth employment programs ($50,000), Foundation for a Healthy St. Petersburg Rapid Roof Replacement ($200,000), Historic Gas Plant consulting ($300,000), District 2 master plan ($400,000), Center for the Arts Plan ($100,000, and Innovation District Master Plan ($50,000). A supplemental appropriation is also needed for the Hometown Recovery Haulers Program ($1,500,000).

Enterprise Facilities	90,463	A supplemental appropriation is needed to roll over funds for Manhattan Casino facility repairs and renovations ($90,463).
Planning and Development Services	103,959.72	A supplemental appropriation is needed to roll over funds for the maintenance and replacement of the African American Heritage Trail signs ($10,000), the USF contract ($55,000), and grant funding for the FEMA Flood Grant Program ($38,959.72).
Transportation and Parking Management	262,583	A supplemental appropriation is needed to roll over funds for consulting to support a traffic signal intersection and multi-modal impact fee study ($187,652) and the PSTA Disadvantaged Fare Buy Down Program ($74,931).
Total City Development Administration	**4,872,242.72**	**Total on Ordinance**
Neighborhood Relations	163,531.60	A supplemental appropriation is needed to roll over funds for the NLC-SCEI Program Grant ($44,152.37), Neighborhood Partnership Grant Program ($78,964.48), Mayors Mini-Grant Program ($15,000), Storm Drain Marking Program ($10,414.75), and Storm Drain Mural Project ($15,000).
Codes Compliance	414,900	A supplemental appropriation is needed to roll over funds for the new citywide probate/eviction assistance program ($250,000), a new homeowners assistance program ($95,000), foreclosure and lot disposition ($40,000), training ($13,400), and miscellaneous items planned for FY24 but not completed ($16,500).
Total Housing and Neighborhood Services Administration	**578,431.60**	**Total on Ordinance**
Public Works	2,793,015	A supplemental appropriation is needed to roll over funds for ISAP Implementation ($379,562), Tampa Bay Regional Planning Council ($90,000), a Water Truck ($44,879), Tree Funds ($300,000), Shade Tree Canopy Construction Projects ($140,000), Childs Park Tree Grant Match ($49,617), Forestry Interns ($21,000), and the Forestry Program ($36,323). A supplemental appropriation is also needed to roll over funds for the new BP projects: Seagrass Mitigation Bank ($403,600), Tree Canopy Analysis and Mapping ($35,000), Expanded Food Forest Pilot ($150,000), EV Infrastructure ($400,000), and Local Non-Profit/CBO Support (SUN ($74,967) and original BP projects: Tree Canopy Program ($35,836) and Energy Analysis Retrofits Program ($632,231).
Total Public Works Administration	**2,793,015.00**	**Total on Ordinance**
Police	644,468	A supplemental appropriation is needed to roll over grant funds for the BJA FY23 Crime Gun Intelligence Center Initiative Grant ($534,297), the COPS Microgrant 2023 ($1,376), the ACG AAA Florida Traffic Safety Grant ($8,468), the Drone

		Replacement Program FY24 Grant ($35,629), High Visibility Enforcement FY25 Grant ($64,698).
Total Police	**644,468.00**	**Total on Ordinance**
Parks and Recreation	893,839.74	A supplemental appropriation is needed to roll over grant funds for the ELC Care Grant ($286,876.89), the ELC Stabilization Grant ($604,112.85), and the FY24 FitLot Grant ($2,850).
Library	1,733,195.76	A supplemental appropriation is needed to roll over funds for wrapping and outfitting of the new bookmobile ($15,000), Obama Main Library IT purchases ($143,018), North Community Library interior renovations not completed due to vendor delay ($37,500), library books and materials for the Obama Main Library ($1,500,000), and the Reads to Me Program ($37,677.76).
Total Community Enrichment Administration	**2,627,035.50**	**Total on Ordinance**

OTHER OPERATING FUNDS – FY25 Supplemental Appropriations

Affordable Housing	2,064,402.74	A supplemental appropriation is needed to roll over funds for the Employee Housing Assistance ($834,220.34), Residential Rehabilitation Programs ($230,182.40) and the New Northeast Affordable Housing payment ($1,000,000).
American Rescue Plan Act	14,716,450	A supplemental appropriation is needed to roll over funds for ARPA funded projects including: ARPA Impact Monitor ($245,721.11), Multi-family affordable housing ($13,727,284.11), Housing Administration ($319,579.54), and Healthy Food Action Plan ($423,865.24).
Local Housing Assistance	3,204,006.43	A supplemental appropriation is needed to roll over unspent SHIP grant funds ($2,747,564.67) and appropriate ($456,441.76) in fund balance.
Opioid Settlement Proceeds	1,000,000	A supplemental appropriation is needed to roll over funds for the Opioid Support Grants.
South St. Pete Redevelopment	24,497,428	A supplemental appropriation is needed to roll over funds for various South St. Petersburg CRA programs: Housing and Neighborhood Revitalization ($12,329,984), Workforce, Education and Job Readiness ($640,816), Business and Commercial Development ($10,988,171), and Operations, Evaluation and Marketing ($538,457).
Community Development Block Grant	3,494,057.75	A supplemental appropriation is needed to roll over unspent CDBG grant funds ($3,042,113.01) with a reduction of appropriation ($451,944.74) for program income earned below estimated FY24 amount.
HOME Program	2,866,707.71	A supplemental appropriation is needed to roll over unspent HOME grant funds ($2,876,716.85) with a decrease in appropriation ($9,531.44) for program income earned below estimated FY24 amount.
Neighborhood Stabilization Program	42,658.38	A supplemental appropriation is needed to roll over unspent NSP grant funds.
HOME-ARPA	3,014,781.21	A supplemental appropriation is needed to roll over HOME-ARPA grant funds.

Building Permit Special Revenue	2,400,000	A supplemental appropriation is needed to roll over funds for the NaviLine Replacement Project (Tyler).
Local Law Enforcement State Trust	19,600	A supplemental appropriation is needed to roll over grant funds for unspent forfeiture grant funds.
Federal Operating Grant	4,634,775.84	A supplemental appropriation is needed to roll forward unspent grant funds from FY24 for the Lead Reduction Mitigation Grant ($2,301,252.24) and the ERA #2 Grant ($2,333,523.60).
Art in Public Places	417,000	A supplemental appropriation is needed to roll forward funds for the Courageous 12 monument ($413,000) and Elder Jordan restoration ($4,000).
Water Resources	90,983.73	A supplemental appropriation is needed to roll over the remaining grant funds for the Sensible Sprinkling Program.
Sanitation Operating	1,682,660	For the Codes Department, a supplemental appropriation is needed to roll over funds for engineering in anticipation of a higher need for evaluations of structures post storm activity ($3,500), other special services for the securing contract and to supplement the new assistance program ($400,000), demo and securing ($445,000), postage/special delivery ($25,000), and miscellaneous items planned for FY24 but not completed ($12,050). For the Sanitation Department, a supplemental appropriation is needed for the rental of two front-end loader trucks ($198,000), rental of one forklift ($12,700), costs associated with temporary employee parking ($50,000), replacing RFID in recycling trucks and annual fee ($39,410), funds for new facility grand opening and new equipment ($10,000), the Air Mechanical agreement ($67,000), a monument sign for the new facility ($50,000), canopies at two brush sites ($30,000), CNG fuel assessment ($300,000), and fitness equipment for the new facility ($40,000).
Golf Course Operating	140,000	A supplemental appropriation is needed to roll over funds for the purchase of two greens mowers ($100,000) and a front-end loader ($40,000) which were planned for FY24 but did not occur.
Technology Services	159,000	A supplemental appropriation is needed to rollover funds for the purchase of storage area network device and servers ($159,000).
Technology and Infrastructure	2,689,756	A supplemental appropriation is needed to roll over funds for the NaviLine Replacement Project (Tyler) ($2,500,000), anticipated higher licensing costs for VMware ($135,000), and the Sanitation Building Fiber Optic Network Expansion Project ($54,756).
Health Insurance	32,761	A supplemental appropriation is needed to roll over unexpended Employee Wellness funds.
Billing and Collections	3,728,000	A supplemental appropriation is needed to roll over funds for the NaviLine Replacement Project (Tyler) ($3,728,000).

CAPITAL IMPROVEMENT FUNDS – FY25 Supplemental Appropriations

General Capital Improvement	262,195	Complete Streets	A supplemental appropriation is needed for the FY25 Complete Streets Project. Funds are

			available from the revenue from the Scooter Share Program that was transferred to the General Capital Improvement Fund.
General Capital Improvement	105,000	Manhattan Casino HVAC FY23	A supplemental appropriation is needed for the Manhattan Casino HVAC FY23 Project. Funds are available from the fund's balance.
Water Resources Capital Projects	532,151	Bond Interest	A supplemental appropriation is needed for the Bond interest earnings received in FY23 – FY21/22 WR Bond.

Ordinance Section 7

TRANSFERS TO THE ART IN PUBLIC PLACES FUND

For public works projects with construction costs between $100,000 and $2,500,000, two percent (2%) is set aside for the acquisition of works of art. For public works with construction costs between $2,500,001 and $10,000,000, one percent (1%) is set aside for the acquisition of works of art. For public works projects with construction costs exceeding $10,000,001, three-quarters of one percent (0.75%) is set aside for the acquisition of works of art. It is capped at $500,000 for any single project. Based on FY24 transactions, there are no transfers to the Art in Public Places Fund required.

ORDINANCE NO. 601-H

AN ORDINANCE ENACTING YEAR-END APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2024 FOR THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADJUSTMENTS TO THE FISCAL YEAR 2025 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1: The following appropriation transfers and supplemental appropriations to the City of St. Petersburg operating budget for the Fiscal Year ending September 30, 2024, are approved from the fund balance of each respective operating fund listed below:

Supplemental Appropriations:	
General Fund – Fire Rescue	$3,714,000
General Fund – Public Works	3,775,000
General Fund – General Government	1,322,688.82
School Crossing Guard	39,800
Weeki Wachee	1,100
Mahaffey Theater Operating	160,000
Pier Operating	74,000
Coliseum Operating	114,000
Sunken Gardens	47,000
Tropicana Field	283,000
Police Grant	120,000
Banc of America Leasing & Capital LLC	1
TD Bank, N.A.	1.29
Water Resources	1,292,000
Water Resources Debt	3,827,000
Water Cost Stabilization	2,359,000
Water Equipment Replacement	1,293,000
Stormwater Utility Operating	3,922,000
Airport Operating	49,000
Marina Operating	207,000
Fleet Management	2,782,000
Equipment Replacement	1,218,000
Technology Services	33,028.60
Health Insurance	111,000
General Liabilities Claims	556,000
Commercial Insurance	3,000

Section 2: The following appropriation transfers, recissions and supplemental appropriations to the City of St. Petersburg capital improvement program (CIP) budget for the

Fiscal Year ending September 30, 2024, are approved from the fund balance of each respective CIP fund listed below:

General Capital Improvement Fund	
Transfers	$50,923.32
Tax Increment Financing Capital Improvement Fund	
Transfers	$227,498
Water Resources Capital Projects Fund	
Transfers	$321,374
DIS Taps, Meters, Backflows FY23	300,000
DIS Taps, Meters, Backflows FY24	800,000
REC Taps and Backflows FY24	50,000
SAN New Connections FY24	100,000
Stormwater Drainage Capital Projects Fund	
Minor Storm Drainage FY23	($106,500)
Stormwater System Resiliency FY23	(227,000)
Stormwater Vault/Backflow Preventers FY23	(169,250)

Section 3: Ordinance 554-H is hereby amended by incorporating into said ordinance all appropriations and adjustments to the operating and capital improvement budgets pertaining to the Fiscal Year ending September 30, 2024, made by previous resolution, and all supplemental appropriations and adjustments contained in this Ordinance, which pertain to the Fiscal Year ending September 30, 2024. Ordinance Number 554-H, as amended as provided herein, shall constitute the final budget for the Fiscal Year ending September 30, 2024.

Section 4: The following amounts are established as Commitments and Assignments for future appropriation in the General Fund Balance. Commitments can be changed by a resolution of City Council.

Operating Re-appropriations	$6,666,725
Land Sale Proceeds	65,762
Qualified Target Industry (QTI) Tax Refund Program	23,250
Local Agency Program (LAP)	244,745
Courtesy Docks and Slips	170,000
Seagrass Mitigation Bank	2,624,906

Section 5: The following amounts encumbered during Fiscal Year 2024 are re-appropriated in the Fiscal Year budget ending September 30, 2025 from the fund balance of each respective fund:

General Operating Fund:	
Police	$876,582
Fire Rescue	123,770
City Development Administration	368,424
Housing and Neighborhood Services Administration	572,112
General Government Administration	1,085,882
Community Enrichment Administration	1,728,381

Public Works Administration	1,911,574
Affordable Housing	1,643,826
Emergency Medical Services	70,754
American Rescue Plan Act	7,575,078
Local Housing Assistance	5,000
Parking Revenue	203,693
South St. Petersburg Redevelopment	1,086,924
Community Development Block Grant (CDBG)	1,241,237
HOME Program	485,276
Building Permit Special Revenue	133,051
Mahaffey Theater Operating	88,897
Pier Operating	658,244
Coliseum Operating	36,131
Sunken Gardens	44,541
Federal Justice Forfeiture	30,100
Police Grant	5
Operating Grant	62,265
Water Resources	3,367,295
Water Resources Debt	2,500
Water Equipment Replacement	2,862,413
Stormwater Utility Operating	1,155,183
Stormwater Equipment Replacement	1,077,934
Sanitation Operating	3,230,120
Sanitation Equipment Replacement	4,801,187
Airport Operating	49,321
Marina Operating	117,202
Golf Course Operating	60,707
Jamestown Complex	94,172
Port Operating	1,051
Fleet Management	1,942,155
Equipment Replacement	9,775,711
Municipal Office Buildings	102,907
Technology Services	1,381,090
Technology and Infrastructure	135,028
Supply Management	7,249
Health Insurance	189,248
Life Insurance	2
General Liabilities Claims	16
Commercial Insurance	279

Section 6: The following supplemental appropriations to the City of St. Petersburg budget for the Fiscal Year ending September 30, 2025, are approved from the fund balance of each respective fund listed below:

Supplemental Appropriations:	
General Fund	
General Government Administration	11,865,508.00

City Development Administration	4,872,242.72
Housing and Neighborhood Services Administration	578,431.60
Public Works Administration	2,793,015.00
Police	644,468.00
Community Enrichment Administration	2,627,035.50
Affordable Housing	2,064,402.74
American Rescue Plan Act	14,716,450.00
Local Housing Assistance	3,204,006.43
Opioid Settlement Proceeds	1,000,000.00
South St. Petersburg Redevelopment	24,497,428.00
Community Development Block Grant (CDBG)	3,494,057.75
HOME Program	2,866,707.71
Neighborhood Stabilization Program	42,658.38
HOME-ARPA	3,014,781.21
Building Permit Special Revenue	2,400,000.00
Local Law Enforcement State Trust	19,600.00
Federal Operating Grant	4,634,775.84
Art in Public Places	417,000
Water Resources	90,983.73
Sanitation Operating	1,682,660.00
Golf Course Operating	140,000.00
Technology Services	159,000.00
Technology and Infrastructure	2,689,756.00
Health Insurance	32,761.00
Billing and Collections	3,728,000.00
General Capital Improvement Fund	
Complete Streets	262,195.00
Manhattan Casino HVAC FY23	105,000.00
Water Resources Capital Projects	
Bond Interest	532,151.00

Section 7: There are no transfers needed to the Art in Public Places Fund based on projects meeting the Chapter 5 of the St. Petersburg City Code percent for the arts criteria.

Section 8: All appropriations contained in this Ordinance regarding the budget for Fiscal Year ending September 30, 2025, may be amended in accordance with the City Code or as provided for in Ordinance No. 592-H.

Section 9: This Ordinance is related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget. Therefore, a business impact estimate was not required and was not prepared for this Ordinance.

Section 10: In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL: DEPARTMENT:

00775031 First Reading

Fiscal Year 2024 Clean Up
Fiscal Year 2025 Amendments



The General Fund Summary

FY24/25 Cleanup Ordinance Summary

General Fund Balance					
FY24 Beginning	FY24 Entries	Estimate FY24 Ending	FY25 Entries	Estimated FY25 Ending	Difference
$71,330,556	$12,428,377	$83,758,933	($11,315,266)	$72,443,667	$1,113,111

The General Fund
FY24 Year End

FY24 General Fund Overview

- During this fiscal year, in an effort to increase transparency in our reporting we separated the General Fund into two segments:
  - Operating (annual operating revenue and expense)
  - BP funds (one-time resources and investments)
- At Year End FY24, we estimate an operating surplus of $12.428 million.

FY24 General Fund Operating and BP Funds

FY24 Actual Plus Clean Up	General Fund Operating	BP Funds	Total General Fund
Beginning Fund Balance	**$69,567,911**	**$1,762,645**	**$71,330,556**
PLUS Revenue (Actual as of 10/21/24)	$383,152,902	$0	$383,152,902
(LESS) Expenditure (Actual as of 10/21/24)	($375,436,007)	($35,694)	($375,471,701)
(LESS) Expenditure (Additional Subsidies/Transfers)	($1,322,689)	$0	($1,322,689)
PLUS Prior Year Encumbrances (estimated)	$6,058,160	$11,705	$6,069,865
Estimated Fund Balance	**$82,020,277**	**$1,738,656**	**$83,758,933**
Increase/Decrease in Fund Balance	**$12,452,366**	**($23,989)**	**$12,428,377**

FY24 General Fund Operating and BP Funds

- Revenue are based on actuals as of the soft close of the financials on October 21, 2024.
- Revenue
  - FY24 Amended Budget Amount $377.425 million
  - Year End Actuals $383.153 million
  - Projected Revenue Over Amended $5.728 million

General Fund Revenue Assumptions

- Net Revenue Increase ($5.7M Total)
  - Increases
    - Ad valorem Taxes - $0.6M
    - Franchise Taxes – $1.5M
    - Utility Taxes – $3.8M
    - Comm. Services Taxes - $1.2M
    - Sales Taxes – $0.7M
    - Charges for Services – $2.9M
    - Investments – $3.1M
    - Business Tax - $0.2M
    - Grants - $0.4M
    - Fines and Forfeitures – $0.2M
    - Miscellaneous – $1.1M
    - Land Sale Proceeds – ($10M)

FY24 General Fund and Group of Funds Target

	Est. Year End FY24
12% Core General Fund Target	$43.178 M
Estimated Balance of General Fund	$83.759 M
Amount over target	**$40.581 M**
20% General Fund Group Target	$72.305 M
Estimated Balance of Group	$122.806 M
Amount over target	**$50.501 M**

FY24 General Fund Supplemental Appropriations

The appropriation amounts listed below are required to cover expenditures that exceeded the FY24 budgeted amounts. The first item is for budget authority only and thus **does not require the use of fund balance.** All items are included in the total expenditure estimate of $376.794 million. *(See page 3 of the back-up).*

FY24 General Fund Clean-Up	
Department	Amount
Engineering and Capital Improvement	$1,464,000
Fire Rescue	$3,714,000
Stormwater, Pavement and Traffic Operation	$2,311,000
Transfer to Economic Stability Fund	$692,291
Transfer to Community Dev. Block Grant Fund	$7,230.82
Transfer to JP Morgan Chase Revenue Notes Fund	$110,792
Transfer to Parking Revenue Fund	$10,000
Transfer to General CIP	$262,195
Mahaffey Subsidy	$73,000
Tropicana Field Subsidy	$3,000
Port Subsidy	$164,000

FY24 Year End
Other Funds

FY24 Other Funds Supplemental Appropriations

The appropriation amounts listed below are required to cover expenses that exceeded the FY24 budgeted amounts. In some cases, revenue also exceeded the budget. The net impact of these changes will be covered by the fund balance of each fund. *(See Section 1, pages 4 -5 of the back-up).*

Fiscal Year 2024			
Fund	**Amount**	**Fund**	**Amount**
School Crossing Guard	$39,800	TD Bank, N.A.	$1.29
Weeki Wachee	$1,100	Water Resources	$1,292,000
Mahaffey Theater Operating	$160,000	Water Resources Debt	$3,827,000
Pier Operating	$74,000	Water Cost Stabilization	$2,359,000
Coliseum Operating	$114,000	WR Equipment Replacement	$1,293,000
Sunken Gardens	$47,000	Stormwater Utility	$3,922,000
Tropicana Field	$283,000	Airport Operating	$49,000
Police Grant	$120,000	Marina Operating	$207,000
Banc of America Leasing	$1.00		

FY24 Internal Service Funds Increased Authority

The additional allocation amounts listed below are required to cover expenditures that exceeded the FY24 budgeted amounts. In some cases, revenue also exceeded the budget. The net impact of these changes will be covered by the fund balance of each fund. *(See Section 1, pages 5-6 of the back-up).*

Fiscal Year 2024	
Fund	**Amount**
Fleet Management	$2,782,000
Equipment Replacement	$1,218,000
Technology Services	$33,028.60
Health Insurance	$111,000
General Liabilities Claims	$556,000
Commercial Insurance	$3,000

FY24 CIP Fund Supplemental Appropriations

The appropriation amounts listed below cover CIP project expenditures that exceeded budget. In some cases, additional revenue exceeded budget. *(See Section 2, pages 6-8 of the back-up).*

Fiscal Year 2024	
Fund	**Amount**
General Capital Improvement (Interest Earnings Transfers)	$26,163.32
General Capital Improvement (Project Closeout Transfer to Pier Fund)	$24,760
Tax Increment Financing Capital Improv. (Interest Earnings Transfers)	$227,498
Water Resources CIP (Transfer)	$321,374
Water Resources CIP (DIS Taps Meters Backflows FY23)	$300,000
Water Resources CIP (DIS Taps Meters Backflows FY24)	$800,000
Water Resources CIP (REC Taps & Backflows FY24)	$50,000
Water Resources CIP (SAN New Connections FY24)	$100,000

Note: The last four Water Resources CIP Fund projects are customer funded projects that are supported by additional revenue.

FY24 CIP Fund Rescissions

The recission amounts listed below were used during FY24 to provide funding for Stormwater Vault/Backflow Preventers Project. *(See Section 2, page 8 of the back-up).*

Fiscal Year 2024	
Project	**Amount**
Stormwater Drainage Capital Projects (Minor Storm Drainage FY23)	($106,500)
Stormwater Drainage Capital Projects (Stormwater System Resiliency FY23)	($227,000)
Stormwater Drainage Capital Projects (Stormwater Vault/Backflow Preventers FY23)	($169,250)

FY24 Year End Commitments and Assignments

General Fund Balance

FY24 Year End Commitments & Assignments

The amounts below are recommendations for the Commitments and Assignments of the General Operating Fund, fund balance. *(See Section 4, page 8 and 9 of the back-up).*

Commitments & Assignments	
Category	**Amount**
Operating Re-Appropriations (encumbrances)	$6,666,725
Land Sale Proceeds	$65,762
Qualified Target Industry (QTI) Tax Refund Program	$23,250
Local Agency Participation (LAP)	$244,765
Courtesy Docks and Slips (Grant)	$170,000
Seagrass Mitigation Bank	$2,624,906

FY24 Operating Re-appropriations of Encumbrances in FY25

- The full list is provided in Section 5, pages 9 and 10 of the back-up.
- A total of thirty-nine (39) funds report FY24 encumbrances that will roll over into FY25.
- These expenses were paid for with FY24 resources in each of the respective funds and have legal commitment for expenditure in FY25.
- The amount includes unspent portions of existing contracts.
- The General Fund has a total of $6.667 million in encumbrances to roll over
  - $7,412 in BP funds

FY25 General Fund Supplemental Appropriations

General Fund Impact FY25 Supplemental Appropriations

- There is a total of $25,380,701 in appropriations requested for FY25
- *Details of these appropriations are listed in Section 6 on pages 10-13 of the back-up materials.*
  - $1,731,633 in various BP funded initiatives
  - $1,726,420 supported by grant resources
  - $10,000,000 supported by land sale revenues
  - $339,015 in additional contract revenue
  - $11,315,266 in total that will act to reduce the General Fund Operating balance

FY25 General Fund Operating

FY25 Adopted Plus Clean Up	General Fund Operating	BP Funds	Total General Fund
Beginning Fund Balance (estimated)	**$82,020,277**	**$1,738,656**	**$83,758,933**
PLUS Revenue	$393,595,398	$0	$393,595,398
(LESS) Expenditure	($393,595,398)	$0	($393,595,398)
(LESS) FY24 Roll Over Appropriations to FY25	($19,561,371)	($1,731,633)	($21,293,005)
(LESS) FY25 Supplementals/Transfers	($2,087,696)	$0	($2,087,696)
(LESS) FY24 Encumbrances	($6,659,314)	($7,412)	($6,666,725)
PLUS FY24 Encumbrances	$6,659,314	$7,412	$6,666,725
PLUS Grant Resources	$1,726,420	$0	$1,726,420
PLUS Land Sale Revenue	$10,000,000	$0	$10,000,000
PLUS Fire Contract Revenue	$339,015	$0	$339,015
Estimated Fund Balance	**$72,436,633**	**$7,022**	**$72,443,667**
Increase/Decrease in Fund Balance	**($9,583,633)**	**($1,731,633)**	**($11,315,266)**

Note: FY25 Supplemental Appropriations will reduce the General Fund by $11.315M if fully expended.

FY24/25 Cleanup Summary

General Fund Balance					
FY24 Beginning	FY24 Entries	Estimate FY24 Ending	FY25 Entries	Estimated FY25 Ending	Difference
$71,330,556	$12,428,377	$83,758,933	($11,315,266)	$72,443,667	$1,113,111

FY25 General Fund Supplemental Appropriations

The estimated net impact to the General Fund is a reduction in fund balance of $11.315M after controlling for appropriations supported by grant revenue. *(See Section 6, pages 10 – 13 of the back-up).*

FY25 General Fund			
Department	**Amount**	**Department**	**Amount**
City Council	$54,927.00	City Development	$779,237.00
Mayor	$1,024,750.00	Economic & Workforce Dev	$3,636,000.00
Legal	$173,435.00	Enterprise Facilities	$90,463.00
Human Resources	$169,033.00	Planning & Dev Services	$103,959.72
City Clerk	$3,812.00	Transportation & Parking Mgmt.	$262,583.00
Marketing	$80,000.00	**City Development Total**	**$4,872,242.72**
Finance	$10,359,551.00	Neighborhood Relations	$163,531.60
General Government Total	**$11,865,508.00**	Codes Compliance	$414,900.00
Parks and Recreation	$893,839.74	**Housing & Neigh Services Total**	**$578,431.60**
Library	$1,733,195.76	Public Works Administration	$2,793,015.00
Comm. Enrichment Admin Total	**$2,627,035.50**	**Public Works Admin Total**	**$2,793,015.00**
Police	$644,468.00		
Police Total	**$644,468.00**	**TOTAL**	**$23,380,700.82**

FY25 Supplemental Appropriations

Other Funds

FY25 Supplemental Appropriations Other Funds

20 funds requested the roll over of items budgeted in FY24 that were not invested or deployed. These FY25 supplemental appropriations will be paid for with either additional revenue or from the fund balance of the respective fund. *(See Section 6 pages 13-14 for details).*

Fund (Grant Funding)	Amount
American Rescue Plan Act	$14,716,450.00
Local Housing Assistance	$3,204,006.43
Opioid Settlement	$1,000,000.00
CDBG	$3,494,057.75
HOME	$2,866,707.71
NSP	$42,658.38
HOME-ARPA	$3,014,781.21
Local Law Enforcement	$19,600.00
Federal Operating Grant	$4,634,775.84
Art in Public Places	$417,000.00
Water Resources	$90,983.73

Fund	Amount
Affordable Housing	$2,064,402.74
South St. Pete Redevelopment District	$24,497,428.00
Building Permit Special Revenue	$2,400,000.00
Sanitation	$1,682,660.00
Golf Courses	$140,000.00
Technology Services	$159,000.00
Technology and Infrastructure	$2,689,756.00
Health Insurance	$32,761.00
Billing and Collections	$3,728,000

FY25 CIP Fund Supplemental Appropriations

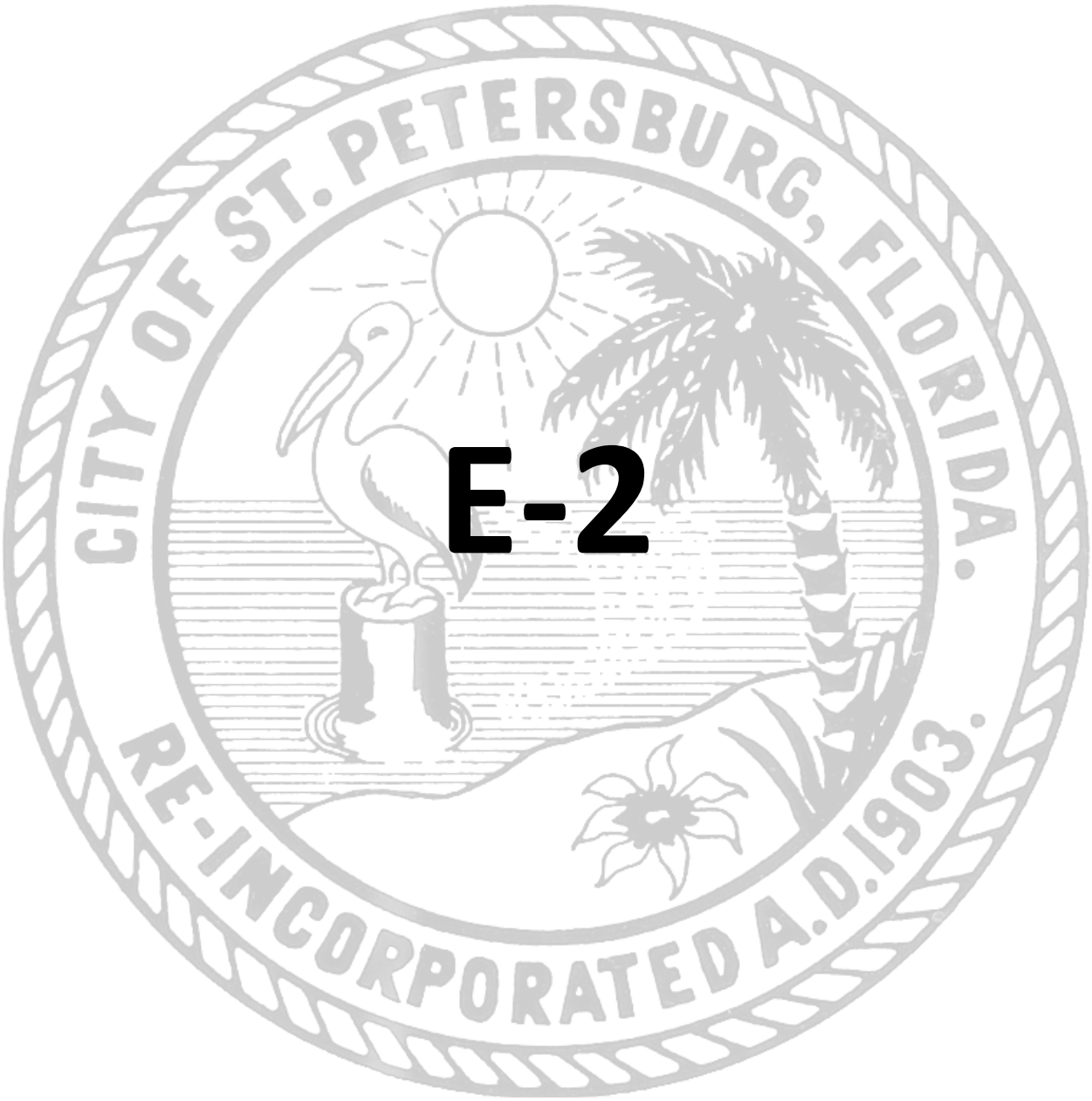
The appropriation amount listed below for CIP projects is needed. *(See Section 6, pages 14-15 of the back-up)*

Fiscal Year 2025	
Fund	Amount
General Capital Improvement (Complete Streets)	$262,195
General Capital Improvement (Manhattan Casino HVAC)	$105,000
Water Resources Capital Improvements (Bond Interest)	$532,151

FY25 Transfers to The Art in Public Places Fund

- Based on FY24 transactions, there are no transfers to the Art in Public Places Fund required.

The following page(s) contain the backup material for Agenda Item: Ordinance 602-H, An Ordinance of the City of St. Petersburg, Florida amending Chapter 22, Division 4, of the St. Petersburg City Code relating to the Supplemental Firefighter's Retirement System by amending Section 22-20 l (n) to remove the availability of a variable cost of living increase (COLA) for pension accounts originally established before October 1, 2008; providing for an annual COLA beginning on January 1, 2025, for pension accounts originally established before October 1, 2008; providing for the payment of such annual COLA to pension accounts if the member for whom such account was established attained or would have attained age 60 prior to October l of the applicable year; and providing an effective date.
Please scroll down to view the backup material.



E-2

St. Petersburg City Council Agenda Item
Meeting of November 7, 2024

To: **The Honorable Deborah Figgs-Sanders, Chair and Members of City Council**

Subject: An Ordinance of the City of St. Petersburg, Florida amending Chapter 22, Division 4, of the St. Petersburg City Code relating to the Supplemental Firefighter's Retirement System by amending Section 22-201(n) to remove the availability of a variable cost of living increase (COLA) for pension accounts originally established before October 1, 2008; providing for an annual COLA beginning on January 1, 2025, for pension accounts originally established before October 1, 2008; providing for the payment of such annual COLA to pension accounts if the member for whom such account was established attained or would have attained age 60 prior to October 1 of the applicable year; and providing an effective date.

Action Being Requested: The City operates a pension plan for firefighters. The Plan was created by Ordinance and it is necessary to modify the City Code when major changes are implemented. The modifications for which approval is being sought at this time require changes to Division Four, the Supplemental Firefighter's Retirement Plan.

Summary: Section 22-201(n) provides for cost of living increases. The COLA provisions are different for pension accounts established before October 1, 2008 and pension accounts established on or after October 1, 2008.

For pension accounts originally established before October 1, 2008, Section 22-201(n)(1) currently provides for a variable COLA, that any pension paid under the Supplemental Firefighter's Retirement System may be adjusted upon the recommendation of Administration and approval of the City Council by adopted index tables. For pension accounts established on or after October 1, 2008, Section 22-201(n)(2) provides for a permanent COLA if the member for whom the account was established attained or would have attained age 60 prior to October 1 of the applicable year.

This change would remove the variable COLA in Section 22-201(n)(1) for pension accounts originally established before October 1, 2008. The change would provide an annual COLA beginning January 1, 2025, for pension accounts established prior to October 1, 2008, if the member attained or would have attained age 60 prior to October 1 of the applicable year. It is recommended that retirees and beneficiaries receiving benefits under the Plan due to normal retirement, early retirement, service connected disability or death, non-service connected disability or death or termination of employment occurring prior to October 1, 2008 receive up to a 1.0% permanent adjustment to their monthly pension benefits effective January 1, 2025, provided the member in whose name the benefit was originally payable has attained or would have attained age 60 prior to October 1 of that year.

Cost: The Plan actuary has advised that the estimated City cost for the proposed permanent adjustment for 158 pension accounts is $479,000 annually, based on a recommended 10-year amortization schedule. There is no cost increase in fiscal year 2025. The increase in funding would be effective in fiscal year 2026.

Recommendations:

Recommended City Council Action:

Conduct Second Reading and Public Hearing on November 21, 2024.

Attachments:

(1) Proposed Ordinance
(2) Actuarial Impact Statement

Approvals:

Administration	Budget
10/24/24	10/22/2024
Date	Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 22, DIVISION 4, OF THE ST. PETERSBURG CITY CODE RELATING TO THE SUPPLEMENTAL FIREFIGHTER'S RETIREMENT SYSTEM BY AMENDING SECTION 22-201(n) TO REMOVE THE AVAILABILITY OF A VARIABLE COST OF LIVING INCREASE (COLA) FOR PENSION ACCOUNTS ORIGINALLY ESTABLISHED BEFORE OCTOBER 1, 2008; PROVIDING FOR AN ANNUAL COLA BEGINNING ON JANUARY 1, 2025, FOR PENSION ACCOUNTS ORIGINALLY ESTABLISHED BEFORE OCTOBER 1, 2008; PROVIDING FOR THE PAYMENT OF SUCH ANNUAL COLA TO PENSION ACCOUNTS IF THE MEMBER FOR WHOM SUCH ACCOUNT WAS ESTABLISHED ATTAINED OR WOULD HAVE ATTAINED AGE 60 PRIOR TO OCTOBER 1 OF THE APPLICABLE YEAR; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST PETERSBURG DOES ORDAIN:

SECTION ONE. Section 22-201(n) of the St. Petersburg City Code is hereby amended to read as follows:

Section 22-201. Benefits.

(n) Adjustments.

(1) ~~Any pension being paid under this division may be adjusted upon the recommendation of the Mayor and approval of the City Council by adopted index tables.~~ Beginning on January 1, 2025, any pension paid under this division for benefits payable on account of normal retirement, early retirement, service-connected disability or death, nonservice-connected disability or death or termination of employment prior to October 1, 2008 will be eligible for a Cost of Living Adjustment (COLA) as described in subsection (n)(1)a. through b. of this section, payable annually effective January 1.

a. The COLA will be established at a maximum level of one (1) percent or the Consumer Price Index annually, whichever is less.

b. As of January 1 of each year, the COLA shall be added to the monthly pension amount provided the member in whose name the benefit was originally payable has or would have attained age 60 prior to October 1 of that year.

(2) Any pension paid under this division for benefits payable on account of normal retirement, early retirement, service-connected disability or death, nonservice-connected disability or death or termination of employment on or after October 1, 2008 will be eligible for a ~~Cost of Living Adjustment (~~COLA~~)~~ as described in subsection (n)(2)a. through e. of this section, payable annually effective October 1.

a. The COLA will be solely funded with available State premium tax funding pursuant to chapter 175, State statutes (F.S. ch. 175). Available funds shall be those premium tax funds received in excess of the 1998 base or "frozen" amount and those funds previously committed to incrementally fund existing benefits to meet minimum benefits and extra benefits as defined under chapter 175, State statutes (F.S. ch. 175). As of September 30, 2007, the total of the 1998 base amount and the amount previously committed to incrementally fund existing benefits to meet minimum benefits and extra benefits as defined under chapter 175, State statutes (F.S. ch. 175) was $1,210,916.00 and the accumulated balance (i.e., available funds to fund the COLA as provided herein) was $1,422,103.00.

b. The COLA will be established at a maximum level of two percent annually provided sufficient State premium tax funding is available pursuant to chapter 175, State statutes (F.S. ch. 175), as determined by an actuarial valuation performed by the board's actuaries.

c. If in any year the State premium tax funding available pursuant to chapter 175, State statutes (F.S. ch. 175), is not sufficient, based on an actuarial valuation performed by the board's actuaries, to fund a two percent COLA, the COLA for that year will be adjusted to a percentage that can be fully funded with the available State premium tax funding, as determined by an actuarial valuation performed by the board's actuaries.

d. As of October 1 of each year, the COLA, if any, shall be added to the monthly pension amount provided the member in whose name the benefit was originally payable has or would have attained age 60 prior to October 1 of that year.

e. The accumulated available chapter 175 (F.S. ch. 175) premium tax revenue will be held in a separate account of the firefighter's pension trust fund until the funds are paid out to cover the annual cost of the COLA. The investment of the separate account will be directed by the board. Any

investment earnings of the separate account will be used solely to fund the annual cost of the COLA.

SECTION TWO. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

SECTION THREE. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

SECTION FOUR. Compliance with § 166.041(4), Florida Statutes. Pursuant to City Council resolution 2023-507, a business impact estimate was prepared for this ordinance and posted on the City's website no later than the date the notice of the proposed ordinance was published.

SECTION FIVE. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:

Assistant City Attorney

DEPARTMENT:

Christopher M. Guella

Citylaw 00773750

CERTIFICATE OF COMPLIANCE WITH SECTION 166.041(4), FLORIDA STATUTES

This certificate of compliance with Section 166.041(4), Florida Statutes, concerns the proposed ordinance of the City of St. Petersburg, Florida, that can be described as follows:

> AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 22, DIVISION 4, OF THE ST. PETERSBURG CITY CODE RELATING TO THE SUPPLEMENTAL FIREFIGHTER'S RETIREMENT SYSTEM BY AMENDING SECTION 22-201(n) TO REMOVE THE AVAILABILITY OF A VARIABLE COST OF LIVING INCREASE (COLA) FOR PENSION ACCOUNTS ORIGINALLY ESTABLISHED BEFORE OCTOBER 1, 2008; PROVIDING FOR AN ANNUAL COLA BEGINNING ON JANUARY 1, 2025, FOR PENSION ACCOUNTS ORIGINALLY ESTABLISHED BEFORE OCTOBER 1, 2008; PROVIDING FOR THE PAYMENT OF SUCH ANNUAL COLA TO PENSION ACCOUNTS IF THE MEMBER FOR WHOM SUCH ACCOUNT WAS ESTABLISHED ATTAINED OR WOULD HAVE ATTAINED AGE 60 PRIOR TO OCTOBER 1 OF THE APPLICABLE YEAR; AND PROVIDING AN EFFECTIVE DATE.

Based on a review of that proposed ordinance:

☐ The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance, and no Business Impact Estimate has been prepared.

☐ The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance. The City is, nevertheless, providing the Business Impact Estimate below as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.

☒ The City has prepared a Business Impact Estimate Pursuant to Section 166.041(4), Florida Statutes.

EXEMPTIONS

If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

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

BUSINESS IMPACT ESTIMATE

The City provides the following Business Impact Estimate, which may be revised following its initial posting:

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

An Ordinance of the City of St. Petersburg, Florida amending Chapter 22, Division 4, of the St. Petersburg City Code relating to the Supplemental Firefighter's Retirement System by amending Section 22-201(n) to remove the availability of a variable cost of living increase (COLA) for pension accounts originally established before October 1, 2008; providing for an annual COLA beginning on January 1, 2025, for pension accounts originally established before October 1, 2008; providing for the payment of such annual COLA to pension accounts if the member for whom such account was established attained or would have attained age 60 prior to October 1 of the applicable year; and providing an effective date.

This change would remove the variable COLA in Section 22-201(n)(1) for pension accounts originally established before October 1, 2008. The change would provide an annual COLA beginning January 1, 2025, for pension accounts established prior to October 1, 2008, if the member attained or would have attained age 60 prior to October 1 of the applicable year. It is recommended that retirees and beneficiaries receiving benefits under the Plan due to normal retirement, early retirement, service connected disability or death, non-service connected disability or death or termination of employment occurring prior to October 1, 2008 receive up to a 1.0% permanent adjustment to their monthly pension benefits effective January 1, 2025, provided the member in whose name the benefit was originally payable has attained or would have attained age 60 prior to October 1 of that year.

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

(a) An estimate of direct compliance costs that businesses may reasonably incur;

There are no associated costs or fiscal impact associated with this change.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

There are no associated costs or fiscal impact associated with this change.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no associated costs or fiscal impact associated with this change.

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

0

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

N/A

April 25, 2024

Mr. Stephen A. Carnegie (Stephen.Carnegie@stpete.org)
Pension Manager
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

Cost Calculations for Firefighters' Retirement System

Dear Stephen:

As requested, Nyhart has prepared an estimated cost calculation for proposed changes to the benefit provisions within the City of St. Petersburg Firefighters' Retirement System ("System").

The following provisions have been analyzed:

- *For those members retiring under the Supplemental Retirement Plan prior to October 1, 2008, provide a 1.00% increase **each year** to their retirement benefits effective January 1, 2025.*

According to our data, as of October 1, 2023, 158 retirees and/or beneficiaries would be eligible for this COLA. Based on current assumptions, the liability increase to the System associated with this change is estimated to be **$3.7 million**. The annual increase to the recommended contributions would vary depending upon the methodology used to pay off the obligation (20-year amortization or 10-year amortization). Note that these increases to City costs assume no Accumulated Reserve is used to offset the additional liability. Additionally, recall that the current amortization method utilizes a 2.75% payroll growth assumption, so the listed amortizations will grow roughly 2.75% a year until fully amortized.

Method of Financing	**Increase in Annual City's Costs**
20-year Amortization at 7.00% rate *(current amortization period used by System)*	$288,000
10-year Amortization at 7.00% rate *(recommended amortization period based upon age of employees and actuarial "best practices")*	$479,000

The impact of these changes has been estimated based on the data, plan provisions, and assumptions reflected in the October 1, 2023 actuarial valuation of the City of St. Petersburg Firefighters' Retirement System.

This analysis has been prepared in accordance with generally accepted actuarial principles and practice. Future actuarial measurements may differ significantly from the current measurements presented in this analysis due to such factors as the following:

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements; and
- changes in plan provisions or applicable law.

In preparing these results, Nyhart used ProVal valuation software developed by Winklevoss Technologies, LLC. This software is widely used for the purpose of performing pension valuations. We coded the plan provisions, assumptions, methods and participant data summarized in this report and reviewed the liability and cost outputs for reasonableness. We are not aware of any weakness or limitations in the software and have determined it is appropriate for performing this valuation.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement. The undersigned are compliant with the continuing education requirements of the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States.

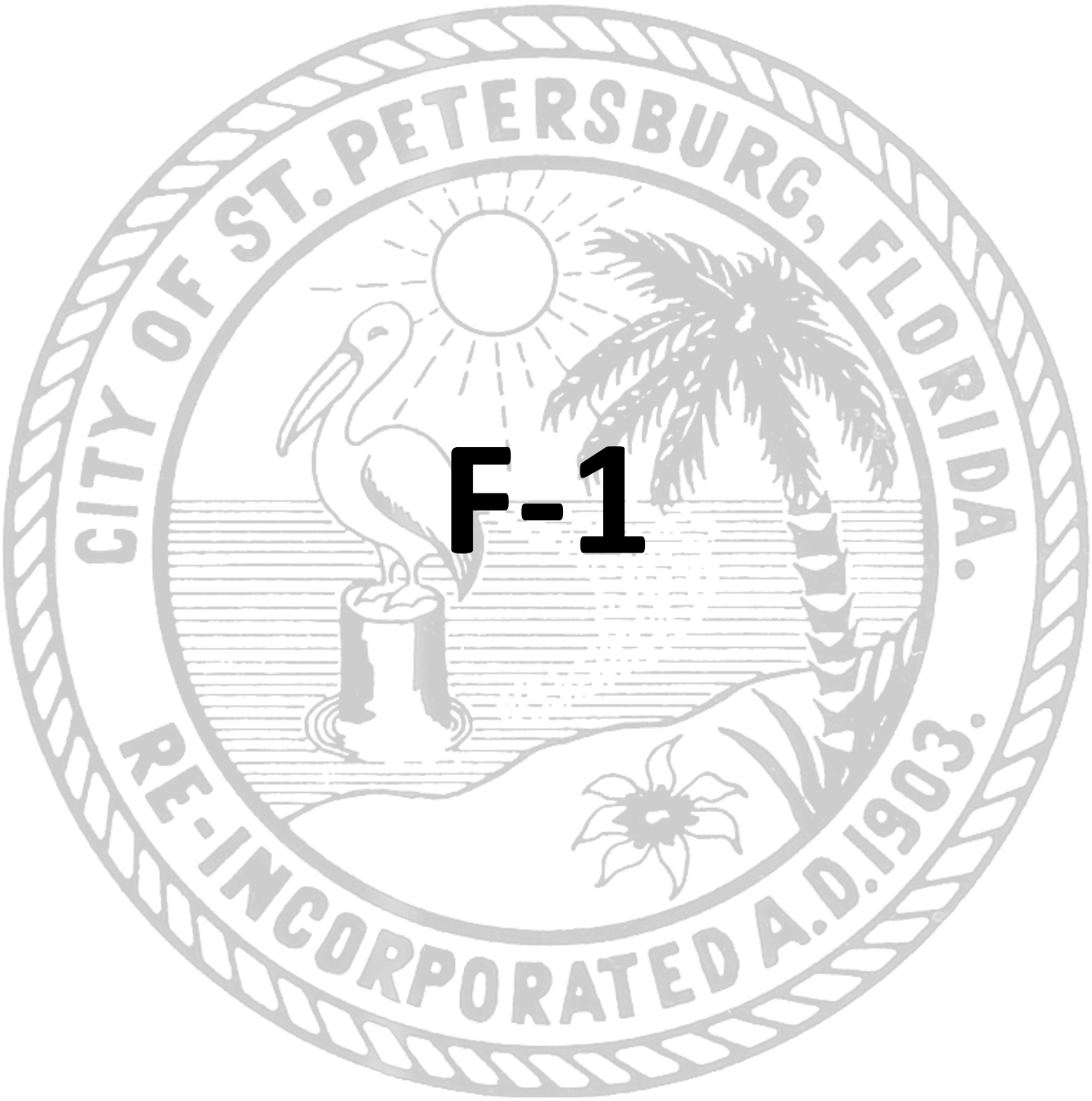
Sincerely,

THE NYHART COMPANY, INC.

Lawrence Watts, Jr., FSA, EA, FCA, CFA, MAAA
Actuary

Kerry Sipe, ASA, EA
Actuary

The following page(s) contain the backup material for Agenda Item: St. Petersburg Police Department Quarterly Report
Please scroll down to view the backup material.



F-1

Quarterly Report

July, August, September 2024

Anthony Holloway
Chief of Police

November 7, 2024

HOMICIDES

JULY, AUGUST, SEPTEMBER 2024

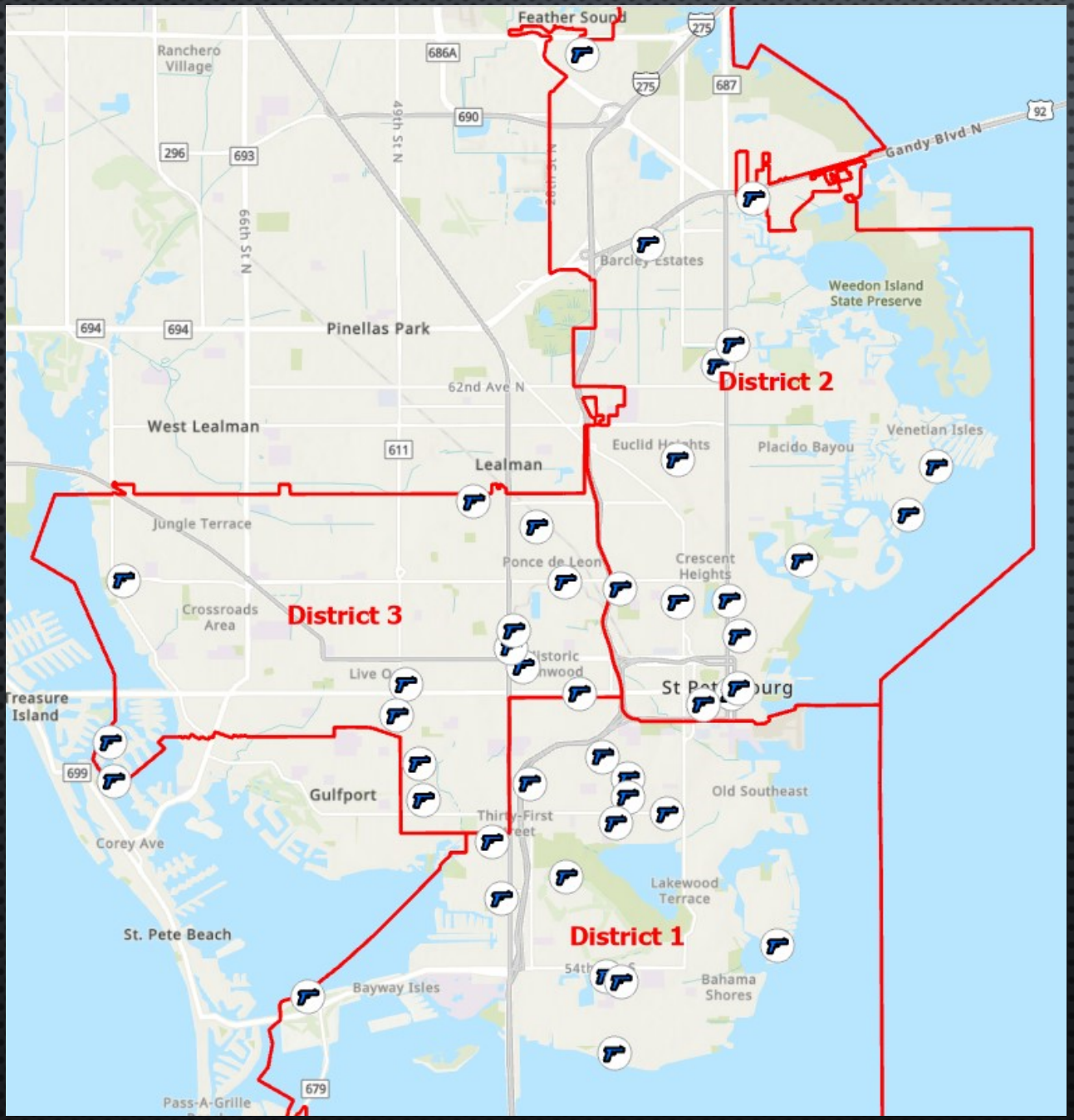
Homicides	2023	2024
Total	0	2
Open	0	0
Closed	0	2

G.R.I.T.

GUN RESPONSE INVESTIGATION TEAM

JULY, AUGUST, SEPTEMBER 2024

	Cases Assigned	Cases Closed	Direct Criminal Charges	Leads Established	NIBIN Entries	NIBIN Hits
2023 Total	82	41	16	12	220	65
2024 Total	79	29	13	61	157	128



GUNS STOLEN

Stolen Gun Stats	July, August, September 2024
Total Stolen	52
Taken from vehicle	25
Taken from building	27
Taken from person	0
Recovered	13

CRIME OFFENSES

JULY, AUGUST, SEPTEMBER 2024

Offenses 2023	July	August	September	Total
Robbery	14	22	29	65
Burglary/Breaking and Entering	102	94	82	278
Theft from Motor Vehicle	152	139	136	427
Motor Vehicle Theft	102	91	74	267

Offenses 2024	July	August	September	Total
Robbery	20	13	13	46
Burglary/Breaking and Entering	85	62	87	234
Theft from Motor Vehicle	140	137	125	402
Motor Vehicle Theft	77	40	57	174

CRIME ARRESTS

JULY, AUGUST, SEPTEMBER 2024

Arrests 2023	July	August	September	Total
Robbery	5	6	15	26
Burglary/Breaking and Entering	17	34	35	86
Theft from Motor Vehicle	14	21	12	47
Motor Vehicle Theft	49	30	27	106

Arrests 2024	July	August	September	Total
Robbery	6	5	4	15
Burglary/Breaking and Entering	34	20	20	74
Theft from Motor Vehicle	23	23	15	61
Motor Vehicle Theft	26	21	23	70

TRAFFIC STATS

JULY, AUGUST, SEPTEMBER 2024

Type	2023	2024
Traffic Citations	7,737	5,736
Traffic Crashes	1,923	1,780
Traffic Stops	7,491	5,576



2ND CHANCE PROGRAM

JULY, AUGUST, SEPTEMBER 2024

2nd Chance Stats	2023	2024
Juveniles Enrolled	13	23
Completed Successfully	13	14



H.O.M.E.

HABITUAL OFFENDER MONITORING ENFORCEMENT

JULY, AUGUST, SEPTEMBER 2024

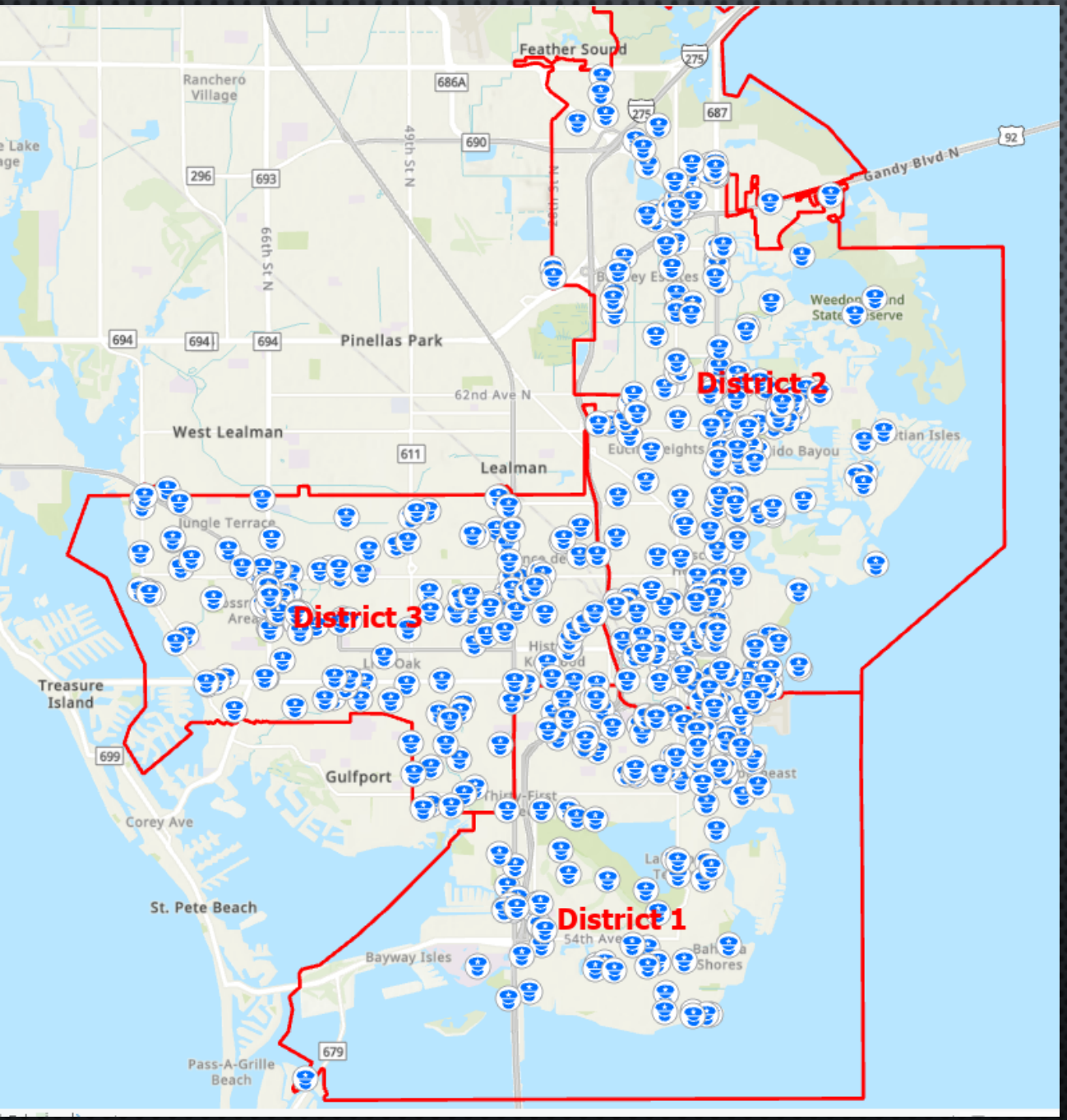
Juvenile Stats	2023	2024
Intensive Supervision	47	32
RADAR	259	235
BOTH Supervision & Radar	16	4
Electronic Monitors	39	47
Curfew / Compliance Checks	1,371	1,072

P.A.T.H. - POLICE ASSISTING THE HOMELESS

JULY, AUGUST, SEPTEMBER 2024

	2023	2024
Total Contacts Made	519	585
Total Referrals	377	421
Turning Point	374	278
Pinellas Hope	164	66
Safe Harbor	112	30
Salvation Army	0	1
St. Vincent De Paul	5	10
Bay Pines VA	0	0
Family Assistance	25	32
Bus Tickets	34	4
Transports by PATH	150	127

PWT'S
(PARK, WALK, & TALK)



Month	Count of PWT's
July 2024	569
August 2024	558
September 2024	390
3rd QTR Total	1,517

EAGLE EYE

JULY, AUGUST, SEPTEMBER 2024

Eagle Eye	2024
Added During Quarter	6
TOTAL Participants	813

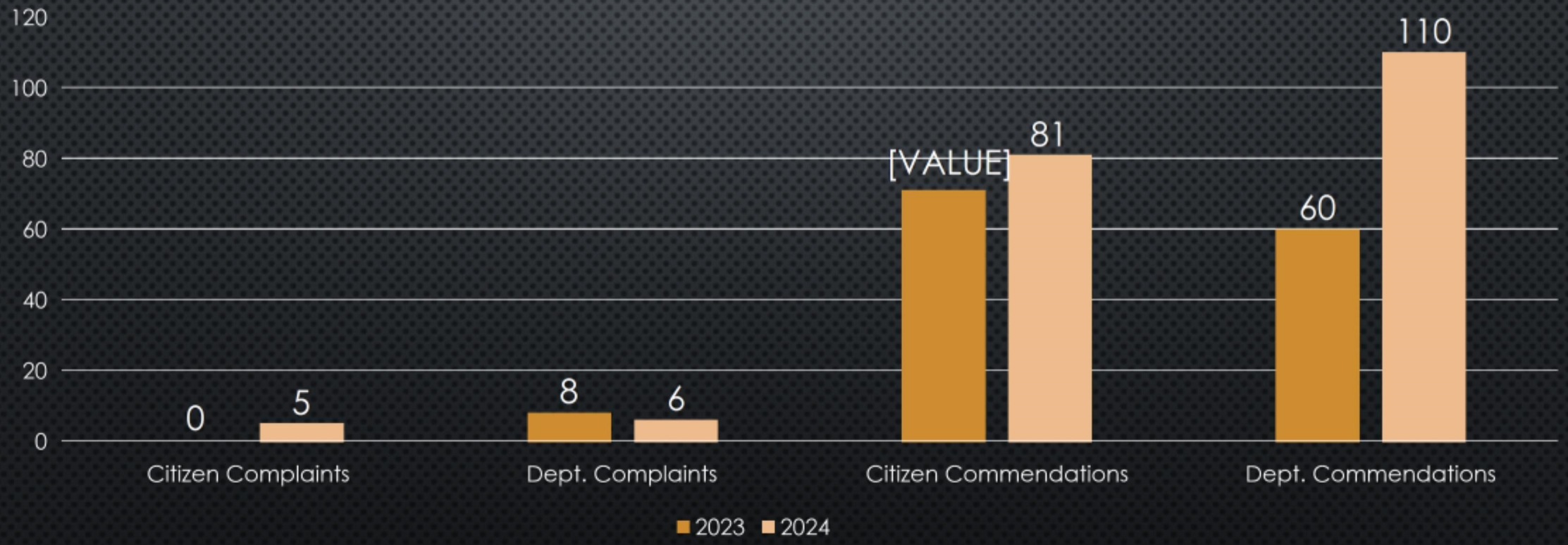
USE OF FORCE INCIDENTS

JULY, AUGUST, SEPTEMBER 2024

Month	2023	2024
July	106	121
August	105	122
September	69	120

COMPLAINTS & COMMENDATIONS

JULY, AUGUST, SEPTEMBER 2024



COMMUNITY ASSISTANCE & LIFE LIAISON PROGRAM DATA

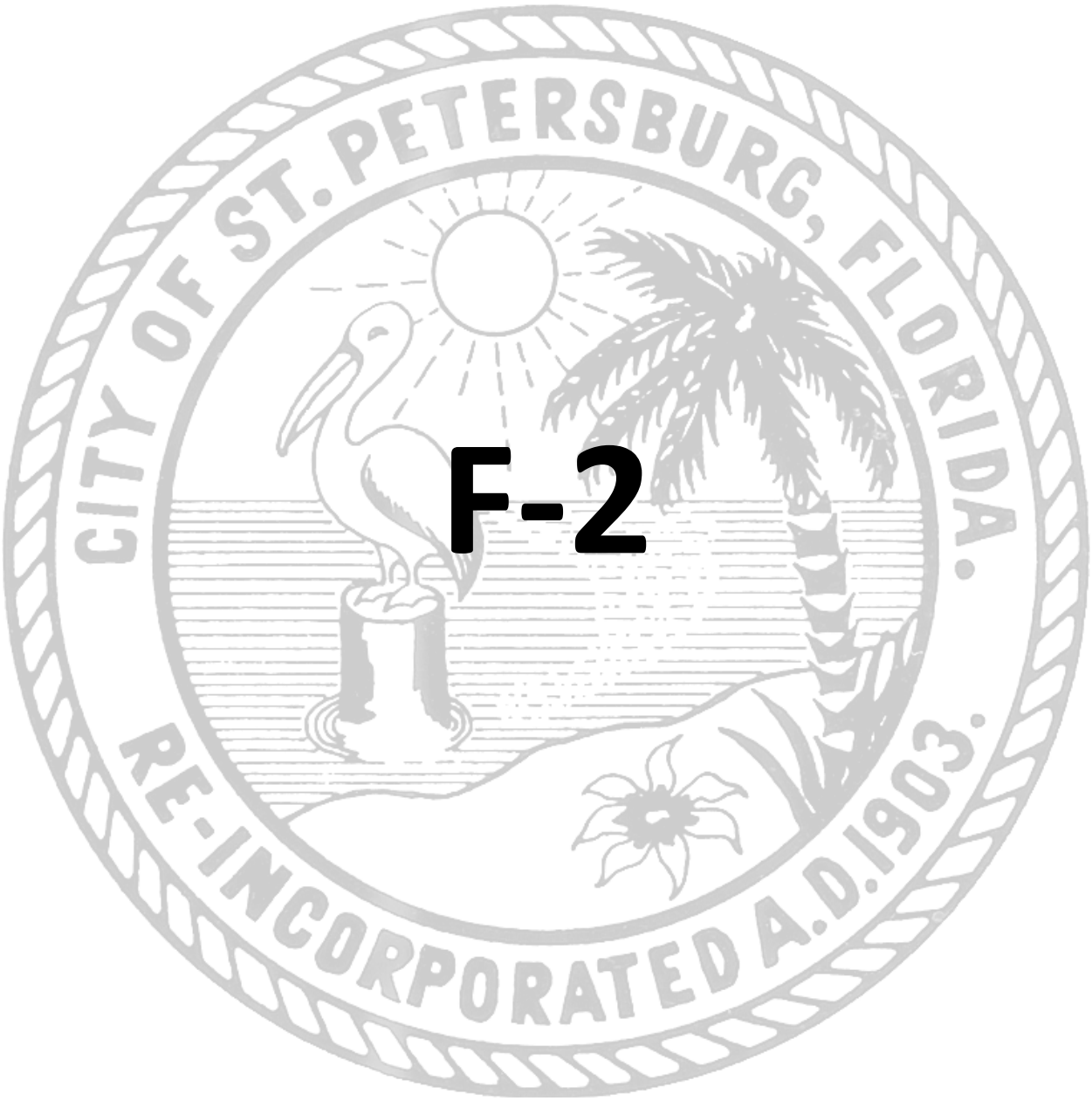
- July through September 2024, the CALL team:
  - Made 902 contacts with the community including responding to calls from dispatch, employee referrals, and follow-ups. Last year in this quarter, CALL made 867 contacts.
- The most frequent zip codes for response: 33705, 33713, and 33710.
- 96% of responses are independent of law enforcement.
- There have been 0 injuries or incidents causing violence.

COMMUNITY ASSISTANCE & LIFE LIAISON PROGRAM

CALL joined in a partnership with a referral system, Care About Me (CAM), which has shown great success in linking clients to providers quickly and efficiently.

CALL also joined the University of South Florida's BRIGHT, which receives referrals for possible human trafficking victims and connects them to supports and services needed.

The following page(s) contain the backup material for Agenda Item: Shirley Proctor Puller Foundation Presentation
Please scroll down to view the backup material.



F-2

CITY COUNCIL AGENDA
PRESENTATION ITEM

DATE: October 16, 2024

TO: The Honorable Members of City Council

SUBJECT: Shirley Proctor Puller Foundation Presentation

PRESENTER: Bridgette Heller, CEO of the Shirley Proctor Puller Foundation

SCHEDULE FOR COUNCIL ON: November 7, 2024

Lisset Hanewicz
Council Member, District 4



The Shirley Proctor Puller Foundation

MATH > ART > SCIENCE > TECHNOLOGY > READING

Building a Stronger St. Petersburg by ...

Improving Education Outcomes for Children in South St. Pete

Our Mission

“advance reading, math and science literacy to close the achievement gap for children in South St. Pete.”

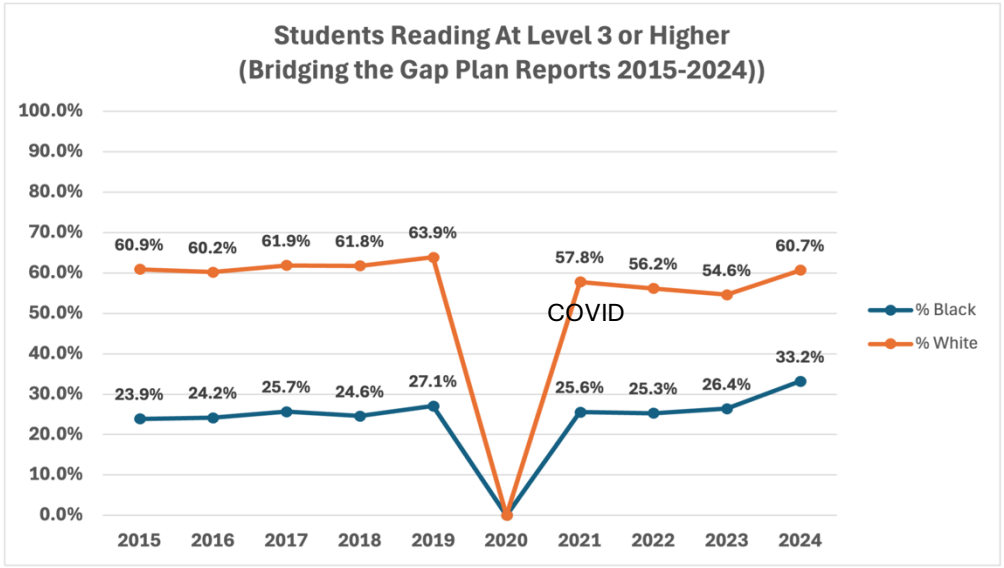
Our Vision

“our scholars are highly sought after by colleges and employers. They have unlimited opportunity for careers that provide self-fulfillment and the earning power to sustain their families.”



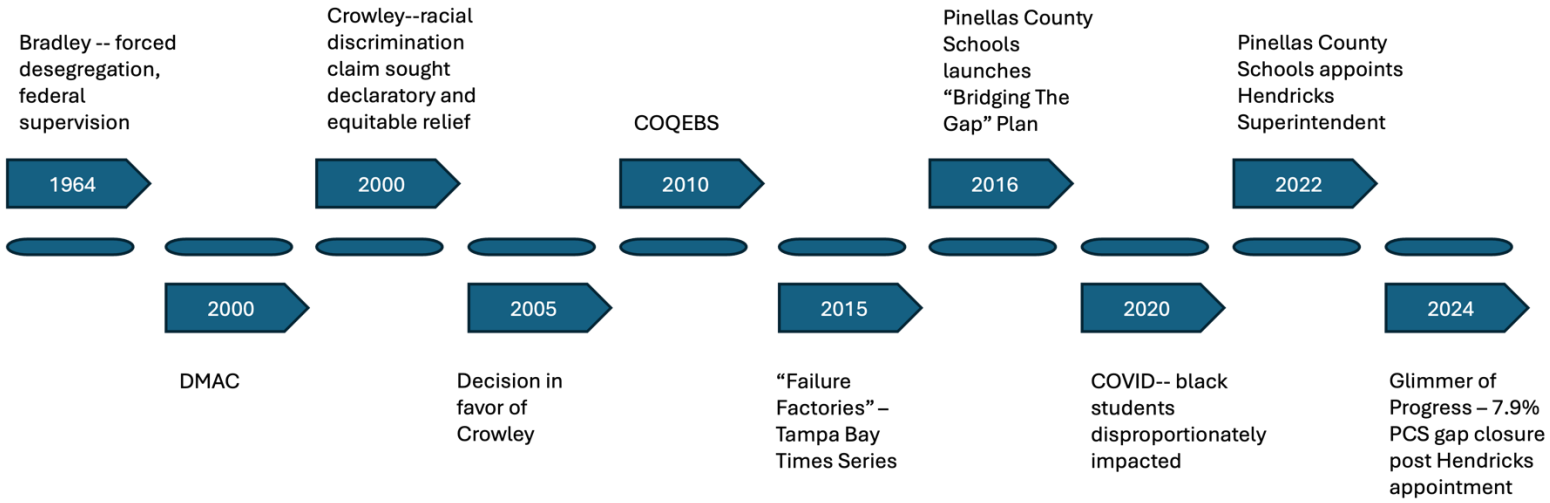


SPPF Responds to Educator's Plea with Direct Services to Address a Well-Established Need



- Decades of lawsuits, monitoring groups, newspaper articles, and improvement plans since 1964 demonstrate inequity and persistent need.
- The Reading gap between black and white students remained unchanged from 2015-2019.
- The gap between black and non-black students declined 4.7% from 2021 to 2024, remaining at 27.5%

Key Events In The Fight For Equity In Education in Pinellas County



We Serve Hard Working Families



Key zip codes: 83% of scholars served are from three zip codes that predominantly make up South St. Pete.: 33705 (Midtown, Bartlett), 33711 (Childs Park), and 33712 (Deuces, Lakewood)

Scholars Profile:

- 99% of scholars are black or mixed race.
- 3% identify as Haitian Creole
- 51% female; 48.5% male; 0.5% Other
- 69% 5-10 years; 31% 11-16 years

HH Characteristics:

- Average Household size is 3.78
- 70% Single Female with multiple children in the HH
- 86% of SPPF Families are low income -- 38% live at/below poverty level; another 48% live at/below Alice thresholds but above poverty level

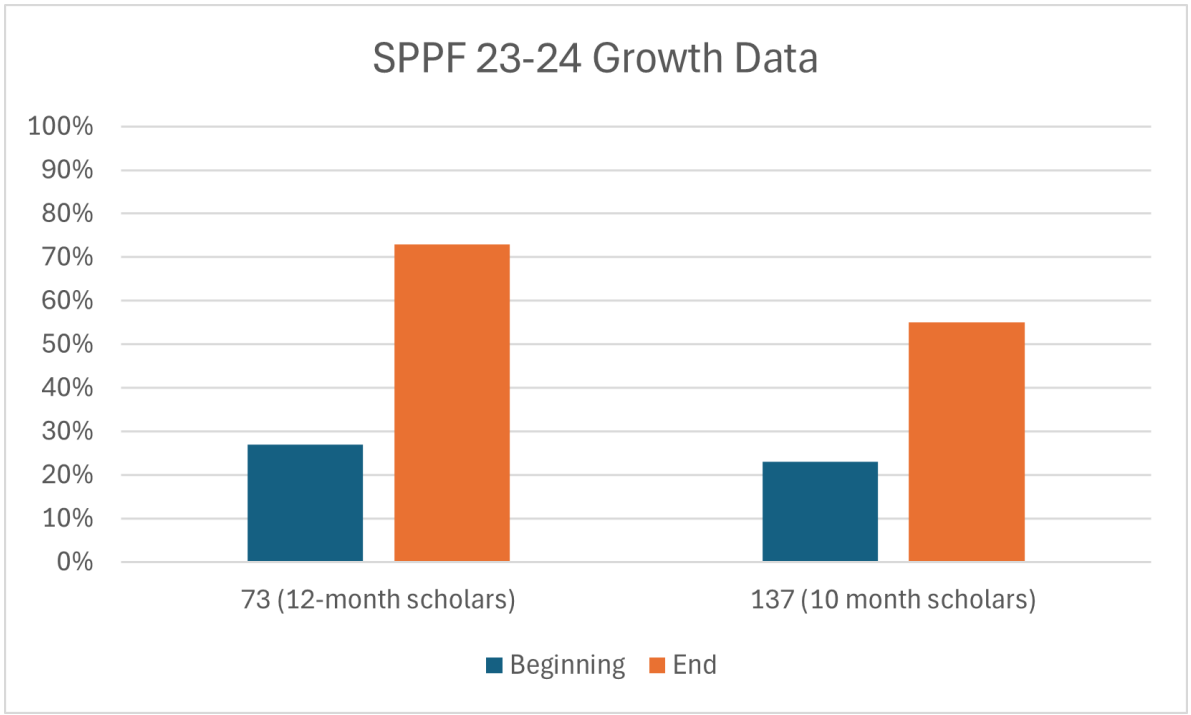




SPPF M.A.S.T.R. Kids® is Different

- We are NOT a school. Our case for change builds upon the work of existing community schools.
- Certified Teachers and Experienced Assistants in each classroom with training in the science of reading.
- Small Class sizes of 8-16 scholars
- Ability Groups vs. Age Groups
- Personalized Instruction -- individual skill level assessments enable us to directly target missing fundamentals.
- Evidence-based curriculum – i-Ready, Benchmark Advance, Winning Reading Boost
- Predominantly teachers of color – research shows this makes a huge difference for black students.
- Engaged partnerships – e.g. mental health and wellness, black history, arts, sports.

SPPF MASTR Kids® scholars are defying the statistics:



- Served 235 students Aug'23-July'24
- Consistently preventing summer learning loss (65-80% annually) each year since inception.
- Achieving an 88% learning improvement rate during the pandemic, a time when learning loss was prevalent nation-wide, especially among lower income, black and brown students.
- Consistently helping scholars close the reading achievement gap:
  - 2023-24 -- among 73 students in the program for 12 months grade-level reading increased from 27% to 70%
  - 2022-2023 – among 83 students in the program for 12 months grade-level reading increased from 27% to 64%





SPPF High School M.A.S.T.R. Plan Program

This program helps middle school students navigate a successful transition to high school.

- **Academic Development --** Vocabulary building, essay writing, SAT/ACT Test Prep, Black History at the Woodson.
- **Life Skills --** Listening skills, goal setting, conflict resolution, financial literacy, public speaking (Toastmasters).
- **Career & College Awareness & Exploration --** Self assessments, career classes at Pinellas Technical College, visits to local colleges. career based field trips (Verizon, Tampa Airport, County Courthouse)
- **Extracurricular Activities –** self esteem and self-control builders such as Black History courses, swimming, tennis, and access to counseling services.

HSMP scholars preparing for high school and for what comes after.



Academic Performance:

All scholars with solid participation in 2023-2024 afterschool program remained engaged in school with average GPA at 3.4.

Eight students attended Eckerd College Summer Splash Camp deepening knowledge and experiencing "college life."



Life Skills:

Financial Literacy: classes taught scholars about budgeting, saving, loans, and interest. 30 students opened bank accounts and were awarded financial incentives for achieving goals such as attendance, engagement and academic achievement.

Public Speaking: Scholars founded a Youth Toastmasters Club which allowed them to dramatically improve public speaking skills. Interviewing lessons.

African American History: classes provided at the Woodson Museum gave scholars important grounding and facilitated important discussions about identity. 20 scholars participated in a Civil Rights Bus Tour in July'24



Career Exploration:

Pinellas Technical College provided "pre-apprenticeship" style classes in various technical disciplines (cosmetology, culinary, plumbing, public works, etc.)

Local Public and Private Business Partners welcomed scholar visits -- executives at Verizon, Officers in many different roles at St Pete Police Department, fire fighters at the local Fire Department, and many leaders at Tampa International Airport, etc. These visits enable scholars to understand career pathways.

Naviance: 28 students completed career assessments in Naviance, a college and career planning tool used by PCS



Transition to High School:

Course Planning for Optionality: Twenty-six students created a Naviance class plan that aligns to pathways and careers of interest.

Post Secondary College Planning courses were provided for students during the summer. Students attended HBCU college fair with key questions to be answered and group debrief.



Extracurricular Activities:

Swimming, tennis lessons with a local tennis pro and fun field trips.

Our Team brings a unique mix of education, business, and non-profit backgrounds and skills to the work

- Volunteer CEO -- extensive leadership experience in large global organizations across various industries.
- COO – extensive experience in nonprofit management and finance in many U.S. organizations and for a women's college in Rwanda.
- Academic Director -- deep experience as a Teacher and Team Leader in Pinellas County Schools
- Operations Leader -- deep education training and experience in Pinellas County Schools as Principal, Counselor, Teacher
- Volunteer CIO – practicing cardiologist with significant experience as Chief Medical Information Officer for several large Health Care Systems



Our Obsession with Evidence Based Curriculum and Data Monitoring Fuels Outcomes

- All curriculum is evidence based
- Reading curriculum highly grounded in “the Science of Reading”
- i-Ready highly rated by National Center for Intensive Intervention at American Institutes for Research: Academic Progress Monitoring Tools Chart
- Benchmark Advance highly Rated by EdReports
- All programs align with Florida standards

National Inventors Hall of Fame®

Benchmark EDUCATION

WINNING READING BOOST

i-Ready

We Partner With A Broad Range of Community Groups



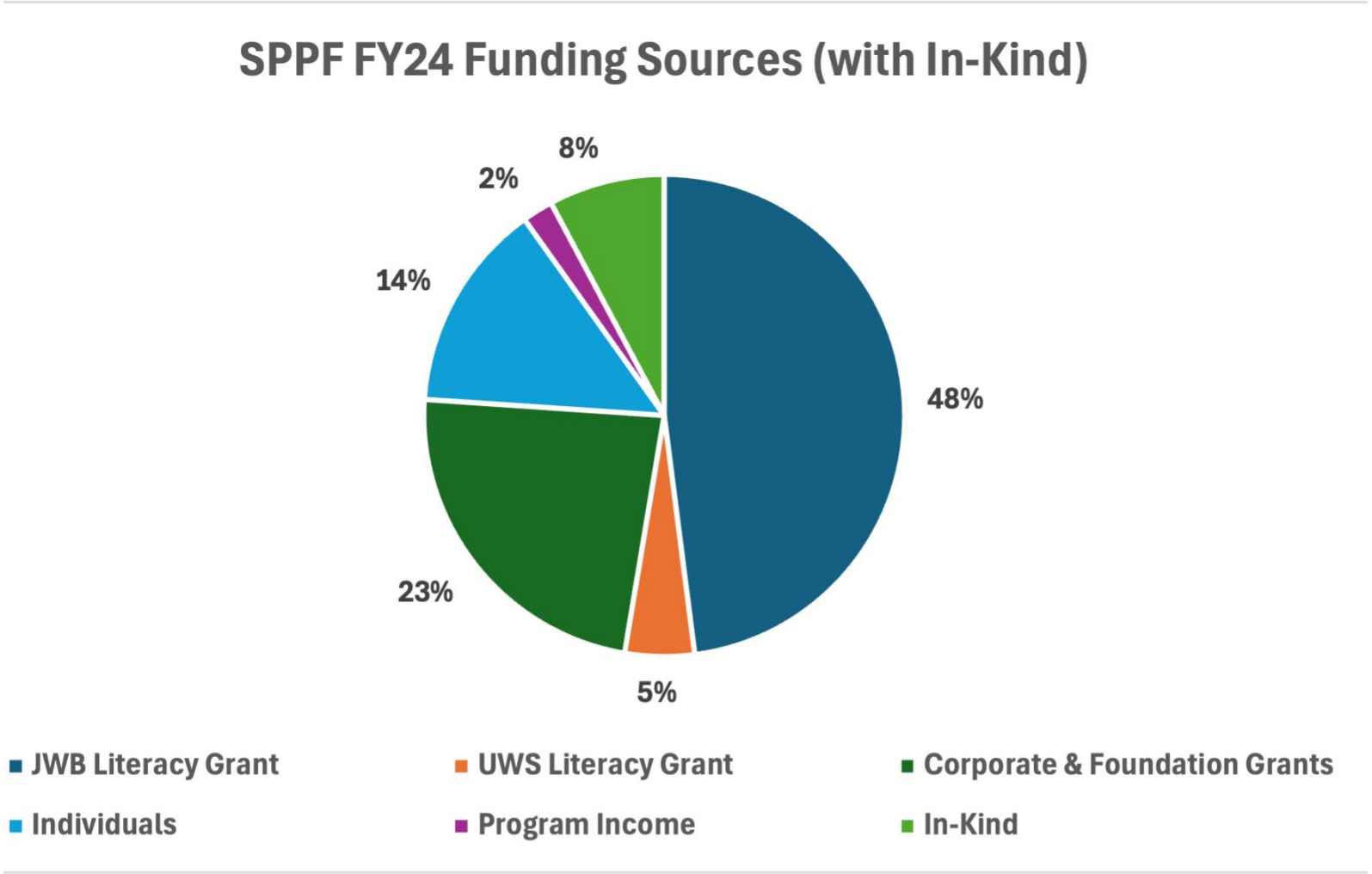


Parents Offer Frequent Praise For SPPF Programs

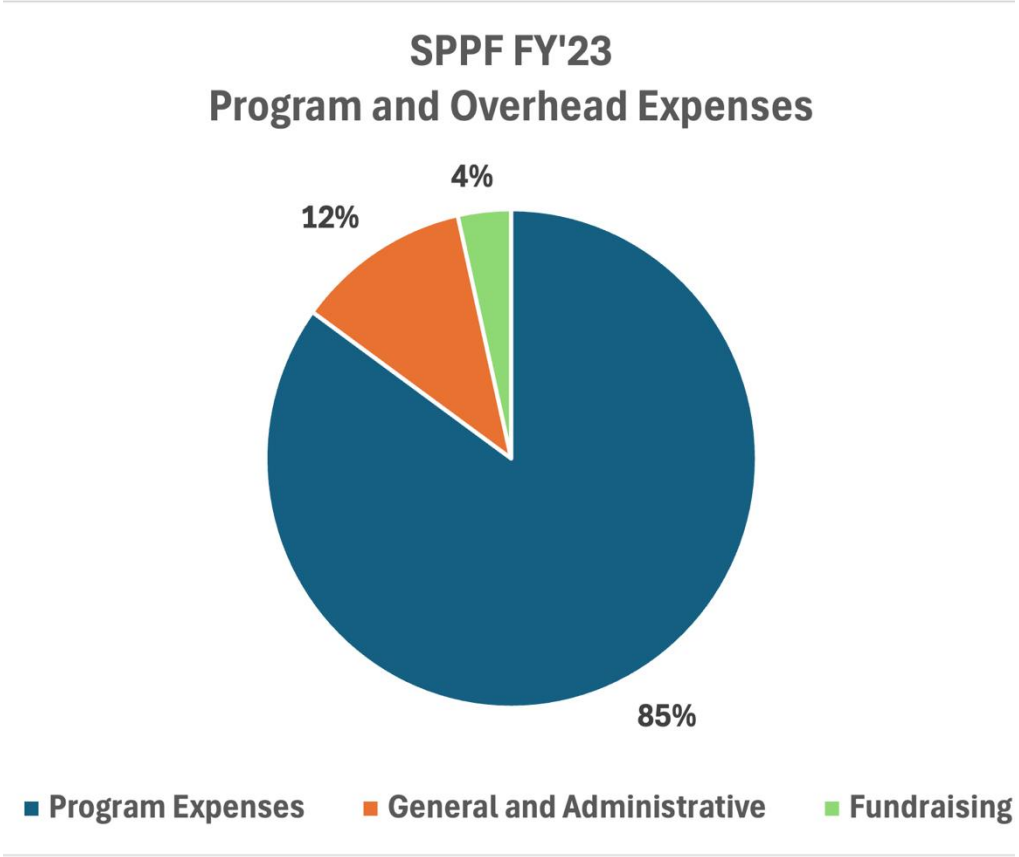
Parent quotes from JWB interviews:

- *"We prefer SPPF to other afterschool programs because of the strong academic focus..."*
- *"The staff is warm and welcoming...."*
- *"The program has really helped our children, gotten them on track, and helped to improve their test scores..."*
- *“From support around FAST and i-Ready assessment scores to mentorships, enrichment and camp activities, it has been an amazing experience for my children and for us as parents. We are grateful to be part of the M.A.S.T.R. Kids® family.”*
- *"Exceptional...Amazing...Well put together...the right choice for my son!"*

We Are Funded by Large Literacy Investors, Local Grant makers and Individuals



We Are Recognized As Careful Stewards of Rating Agencies with 85% of Revenue Used to Serve Students



- Charity Navigator gives the highest rating for program expense ratio to those organizations that spend 70% or more on program expenses.
- CharityWatch gives an "A" rating for organizations who spend 75% or more on program expenses and considers these organizations to be "highly efficient."

SPPF Is Looking to Expand to Meet Community Demand



- Waiting list of over 115 students as we closed afterschool enrollment
- Pinellas County Schools has identified additional space for a 3rd Site for SPPF to occupy as soon as possible
- City of St. Petersburg has budgeted $250,000 to help facilitate an SPPF expansion.
- We have made additional requests to potential funders for expansion support – JWB, Speer Foundation – and are exploring other sources.



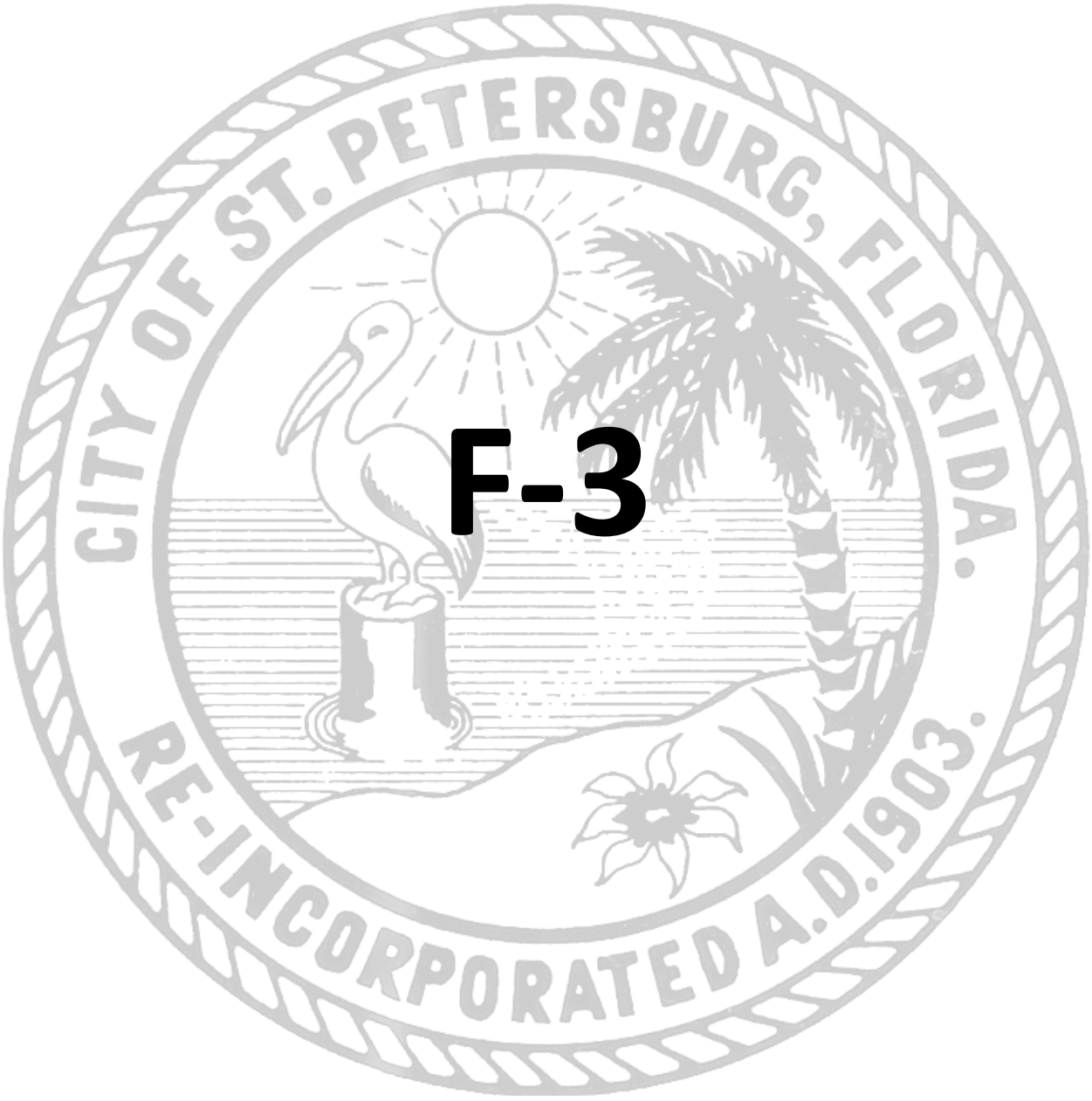






A Peak into Our Future

The following page(s) contain the backup material for Agenda Item: A resolution confirming the appointment by the Mayor of Jayne Ohlman as the City Council Administrative Officer; and providing an effective date.
Please scroll down to view the backup material.



F-3

Resolution No. ____

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JAYNE OHLMAN AS THE CITY COUNCIL ADMINISTRATIVE OFFICER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.15 of the City Charter, the Mayor has appointed Jayne Ohlman as City Council Administrative Officer; and

WHEREAS, pursuant to Section 3.15 of the City Charter, the Mayor's appointment of the City Council Administrative Officer is subject to City Council confirmation.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that, pursuant to Section 3.15 of the City Charter, the appointment by the Mayor of Jayne Ohlman as City Council Administrative Officer is hereby confirmed.

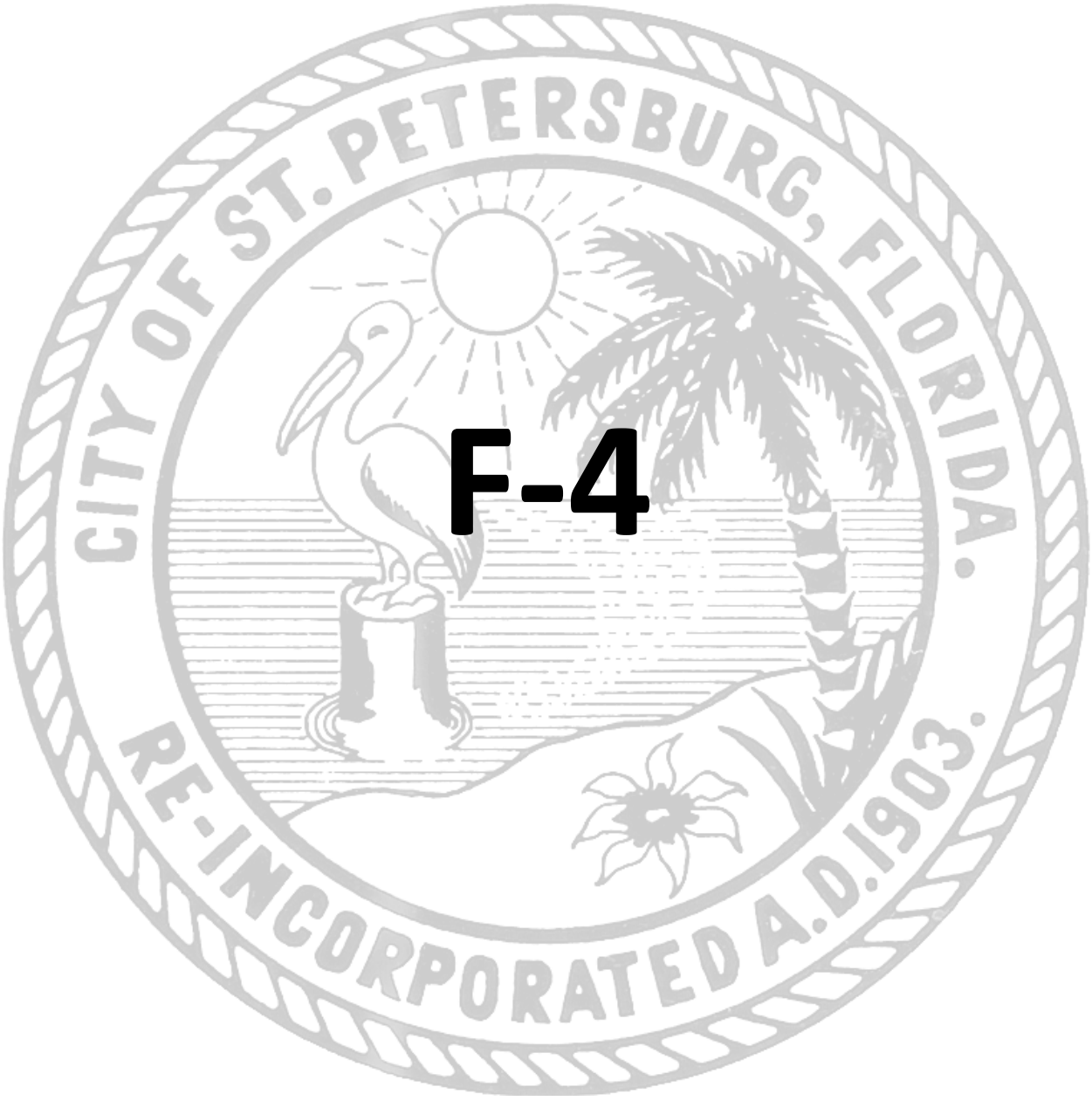
This Resolution shall become effective on January 4, 2025.

Legal:

Jeannine S. Williams

City Attorney (Designee)
00775029

The following page(s) contain the backup material for Agenda Item: A Resolution accepting a Guaranteed Maximum Price (“GMP”) proposal dated October 29, 2024 in the amount of $3,483,660 from PCL Construction, Inc. (“PCL”) for construction phase services for the Post-Storm Repairs to 5th Ave NE Seawall Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Tax Increment Financing Capital Improvement Fund (3005) in the amount of $258,700 from the Seawall Reno/Replacement FY20 Project (17257); approving a transfer in the amount of $3,365,736 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of $3,624,436 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above rescission and transfer, to the 5th Ave NE Seawall – Milton Project (20914) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25101-130; Oracle No. 20914)
Please scroll down to view the backup material.



F-4

ST. PETERSBURG CITY COUNCIL

Report

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

SUBJECT: A Resolution accepting a Guaranteed Maximum Price ("GMP") proposal dated October 29, 2024 in the amount of $3,483,660 from PCL Construction, Inc. ("PCL") for construction phase services for the Post-Storm Repairs to 5th Ave NE Seawall Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Tax Increment Financing Capital Improvement Fund (3005) in the amount of $258,700 from the Seawall Reno/Replacement FY20 Project (17257); approving a transfer in the amount of $3,365,736 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of $3,624,436 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above rescission and transfer, to the 5th Ave NE Seawall – Milton Project (20914) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25101-130; Oracle No. 20914)

EXPLANATION: On November 10, 2022, City Council acknowledged the selection of two CMAR firms for the CMAR continuing services for Roadway, Structures, and Stormwater projects, for the Engineering & Capital Improvements Department ("ECID") and authorized execution of CMAR agreements with a GMP with those firms. A letter agreement was executed with each firm establishing the terms and conditions of the continuing services CMAR agreement.

During Hurricane Milton, the City experienced negative storm surge coupled with significant rain which caused the seawall between Bayshore Drive and the dock house on 5th Ave NE to fail, including the sidewalk adjacent to it. The construction services will include demolition and removal of the failed seawall, installation of approximately 310 linear feet of sheet piles, back fill the surrounding area, and restoration of the sidewalk.

The Engineering and Capital Improvements Department recommends for award:

PCL Construction, Inc. ……. $3,483,660

City Code 2-234, Small Business Enterprise (SBE) Assistance Program, requires a required participation percentage to be assigned to all construction projects of over $50,000. This SBE required participation percentage for this project will be 8%.

A supplemental appropriation is required to provide for the necessary funding for this GMP and other engineering project management costs, contingency and soft costs.

FEMA reimbursement will be requested.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to accept a Guaranteed Maximum Price ("GMP") proposal dated October 29, 2024 in the amount of $3,483,660 from PCL Construction, Inc. ("PCL") for construction phase services for the Post-Storm Repairs to 5th Ave NE Seawall Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Tax Increment Financing Capital

Improvement Fund (3005) in the amount of $258,700 from the Seawall Reno/Replacement FY20 Project (17257); approving a transfer in the amount of $3,365,736 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of $3,624,436 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above rescission and transfer, to the 5th Ave NE Seawall – Milton Project (20914) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25101-130; Oracle No. 20914)

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of $258,700 from the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), Seawall Reno/Replacement FY20 Project (17257); approval of a transfer in the amount of $3,365,736 from the Downtown Redevelopment District Fund (1105) to the Tax Increment Financing Capital Improvement Fund (3005); and an approval of a supplemental appropriation in the amount of $3,624,436 from the increase in the unappropriated balance resulting from the above rescission and transfer, to the 5th Ave NE Seawall – Milton Project (20914).

ATTACHMENTS: GMP Proposal
Resolution
Map

RESOLUTION NO. 2024-____

A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED OCTOBER 29, 2024 IN THE AMOUNT OF $3,483,660 FROM PCL CONSTRUCTION, INC. ("PCL") FOR CONSTRUCTION PHASE SERVICES FOR THE POST-STORM REPAIRS TO 5TH AVE NE SEAWALL PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE TAX INCREMENT FINANCING CAPITAL IMPROVEMENT FUND (3005) IN THE AMOUNT OF $258,700 FROM THE SEAWALL RENO/REPLACEMENT FY20 PROJECT (17257); APPROVING A TRANSFER IN THE AMOUNT OF $3,365,736 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE TAX INCREMENT FINANCING CAPITAL IMPROVEMENT FUND (3005); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $3,624,436 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE TAX INCREMENT FINANCING CAPITAL IMPROVEMENT FUND (3005), RESULTING FROM THE ABOVE RESCISSION AND TRANSFER, TO THE 5TH AVE NE SEAWALL – MILTON PROJECT (20914) TO PROVIDE FOR THE NECESSARY FUNDING FOR THIS GMP PROPOSAL AND OTHER ENGINEERING PROJECT MANAGEMENT COSTS, CONTINGENCY AND SOFT COSTS; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 25101-130; ORACLE NO. 20914).

WHEREAS, on November 10, 2022, City Council (i) acknowledged the selection of two firms, including PCL Construction, Inc. ("PCL"), as the most qualified firms to provide construction manager at risk services on a continuing basis for Roadway, Structures, and Stormwater projects for the Engineering & Capital Improvements Department and (ii) authorized the Mayor or his designee to execute Construction Manager at Risk Agreements with a Guaranteed Maximum Price ("GMP") between the City and those qualified firms, including PCL; and

WHEREAS, PCL has submitted to the City for review and acceptance a GMP proposal in the amount of $3,483,660 (which includes a $125,000 Owner's Contingency) for construction phase services for the Post-Storm Repairs to 5th Ave NE Seawall project ("Project"); and

WHEREAS, the City and PCL desire to execute the Construction Manager at Risk Agreement that includes a GMP Proposal in the amount of $3,483,660 for the Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a guaranteed maximum price ("GMP") proposal dated October 29, 2024 in the amount of $3,483,660 submitted by PCL Construction, Inc. ("PCL") for construction phase services for the Post-Storm Repairs to 5th Ave NE Seawall Project is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the Tax Increment Financing Capital Improvement Fund (3005), in the amount of $258,700 from the Seawall Reno/Replacement FY20 Project (17257) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY25 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the Tax Increment Financing Capital Improvement Fund (3005):

Downtown Redevelopment District Fund (1105)
Transfer to: Tax Increment Financing Capital Improvement Fund (3005): $3,365,736

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above recission and transfer, for FY25 to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs:

Tax Increment Financing Capital Improvement Fund (3005)
5th Ave NE Seawall – Milton Project (20914) $3,624,436

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00775263

DEPARTMENT:

BUDGET:

CONSTRUCTION MANAGER AT RISK – POST-STORM REPAIRS TO 5TH AVE NE SEAWALL
GUARANTEED MAXIMUM PRICE PROPOSAL
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 25101-130

Proposal Date: 10/29/2024

This GMP Proposal was based on site visits and discussions held between PCL Construction, Inc. and the City of St. Petersburg.

The documents include:

- *No documents currently provided*

The Guaranteed Maximum Price for the Post-Storm Repairs to 5th Ave NE Seawall Project (25101-130) is Three Million Four Hundred Eighty-Three Thousand Six Hundred Sixty Dollars ($3,483,660.00). A summary breakdown organized by trade categories, allowances/contingencies, and the Construction Manager's Fee is included within the attachments.

Based on approval of the GMP proposal at the November 7th, 2024 City Council Meeting the Substantial Completion date is anticipated to be January 31st, 2024.

GENERAL NOTES

1. Demolition and removal of existing seawall from corner of 5th Ave NE and Bayshore Dr. NE to the beginning of the handicap ramp at the Docmaster's house.

2. Removal and replacement of all failed sidewalk contained within the extent of the seawall demolition.

3. Installation of new metal sheets inside of the previous seawall face. New seawall to replace full extent of demoed wall, plus any overlap required by design. Current GMP accounts for 400 lf.

4. PCL will perform two soil borings and will supply the City with the Standard Penetration Test results to complete the wall design.

5. No subsurface obstructions have been identified and no allowances have been made to address them.

6. City to provide full signed and sealed design for seawall and cap.

7. Replacement sidewalk assumed to be 3,000 PSI concrete 4" thick with welded wire fabric.

8. Closure of 5th Ave NE will be required for the full duration of the construction from the corner of Bayshore through the first entrance to the garage at the Vinoy. General public will have access to the Vinoy parking garage through the second entrance.

DRAFT

9. MOT and Pedestrian Detours will be set up for the duration of construction per the City's signed and sealed plans.

10. Trimming of the existing trees on 5th Ave NE within the work zone may be required. No removal and replacement is included and it is assumed that all trees can remain in place.

11. Material supplied within proposal does not comply with BABA or AIS requirements.

12. No provisions beyond maintaining a turbidity curtain throughout construction have been included within the proposal to manage concrete slurry or debris.

13. A Contractor Contingency has been included in the price model. This contingency is understood to be a single pool, to be used for costs considered reimbursable as the Cost of the Work but not included in a Change Order with prior approval of the Owner in accordance with section 3.2.4 of the Agreement (i.e., AIA Document 133TM-2019, as modified by the Owner).

14. An Owner's Contingency has been included in the price model. Construction Manager shall obtain Owner's written approval prior to using such contingency, which approval shall be promptly reviewed after receipt of a request from Construction Manager. Upon final completion of the Work, if this contingency has not been used, these remaining funds shall be disbursed back to Owner to be used at its sole discretion.

DRAFT

DETAILED GMP ESTIMATE

Detailed GMP estimate will be provided upon receipt of final design from the City.

DRAFT

SCHEDULE OF ALLOWANCES

Allowance Number	**Description**	**Amount**

DRAFT

SCHEDULE OF BILLABLE RATES

All construction management, labor and equipment will be charged at the billable rates per this Rate Matrix.

All equipment will be billed per the current Blue Book Rates found at www.equipmentwatch.com

Description of Salary Management Staff	Billable Rate
Project Manager	$225.00 / HR
Superintendent	$170.00 / HR
Project Engineer	$135.00 / HR
Project Administration	$75.00 / HR
BIM Modeler	$125.00 / HR
Chief Estimator	$185.00 / HR
Estimator	$150.00 / HR
Safety Supervisor	$120.00 / HR
General Foreman	$135.00 / HR

Description of Hourly Craft Labor Staff	Billable Rate*
Carpenter/Mason Foreman	$64.00 / HR
Carpenter	$56.00 / HR
Concrete Mason/Finisher	$54.00 / HR
Rod Buster (Reinforcing Steel Iron Worker)	$44.00 / HR
Mechanical Foreman	$90.00 / HR
Pipe Layer	$64.00 / HR
Skilled Laborer	$48.00 / HR
Unskilled Laborer	$34.00 / HR
Forklift Operator	$44.00 / HR
Truck (Tandem) Operator	$44.00 / HR
Mechanic (Tools/Equipment)	$48.00 / HR
Welder	$82.00 / HR

Description of Equipment (or Industry Accepted Equivalent)	Billable Rate*
Pickup Truck – 4x2, 1/4 Ton, Gas	$15.62 / HR
Flatbed Truck – 1 Ton, Gas	$26.75 / HR
Forklift – 5500# LGP Warehouse	$46.82 / HR
Silent De-Watering Pump – 6” (excludes fuel)	$35.00 / HR
Compressor – 185 cfm	$21.00 / HR
Generator – 25 kW	$20.00 / HR
Computers	$250 / MO
Cell Phones	$150 / MO

CONSTRUCTION SCHEDULE

DRAFT

Milestone	Time from NTP
Contracts	2 Weeks
Material Procurement	3 Weeks
Mobilization	2 Weeks
Substantial Completion	15 Weeks

DRAFT

LIST OF DRAWINGS

No drawings have been provided.

DRAFT

EXHIBIT F - GUARANTEED MAXIMUM PRICE

POST-STORM REPAIRS TO 5TH AVE NE SEAWALL

PROJECT NO. 25101-130

Construction Cost		$ 2,300,000.00
General Conditions		$ 450,000.00
Contractor Contingency		$ 300,000.00
	Subtotal:	$ 3,050,000.00

CM Fee	6.00%	$ 183,000.00
General Liability	2.75%	$ 83,875.00
Other Insurance	1.37%	$ 41,785.00
	Subtotal:	$ 308,660.00

Builder's Risk		$ -
Performance Bond		$ -
Owner's Contingency		$ 125,000.00
	Subtotal:	$ 125,000.00

	Guaranteed Maximum Price	**$ 3,483,660.00**



Document Path: S:\ArcGIS\2025\ENG\City Council Project Location Maps\City Council Project Locations 2025.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY of ST PETERSBURG	POST-STORM REPAIRS TO 5TH AVE NE SEAWALL PROJECT No. 25101-130
APPROVED BY:	DATE: 10/29/2024

st.petersburg www.stpete.org

Approvals - gcc
Report • Printed on November 1, 2024

Approved

11/7 ADD - PCL - 5th Ave Seawall - GMP

Attachments

CMAN GMP - Res 5th Ave N -
https://stpete1-my.sharepoint.com/:l

Final status: Approved

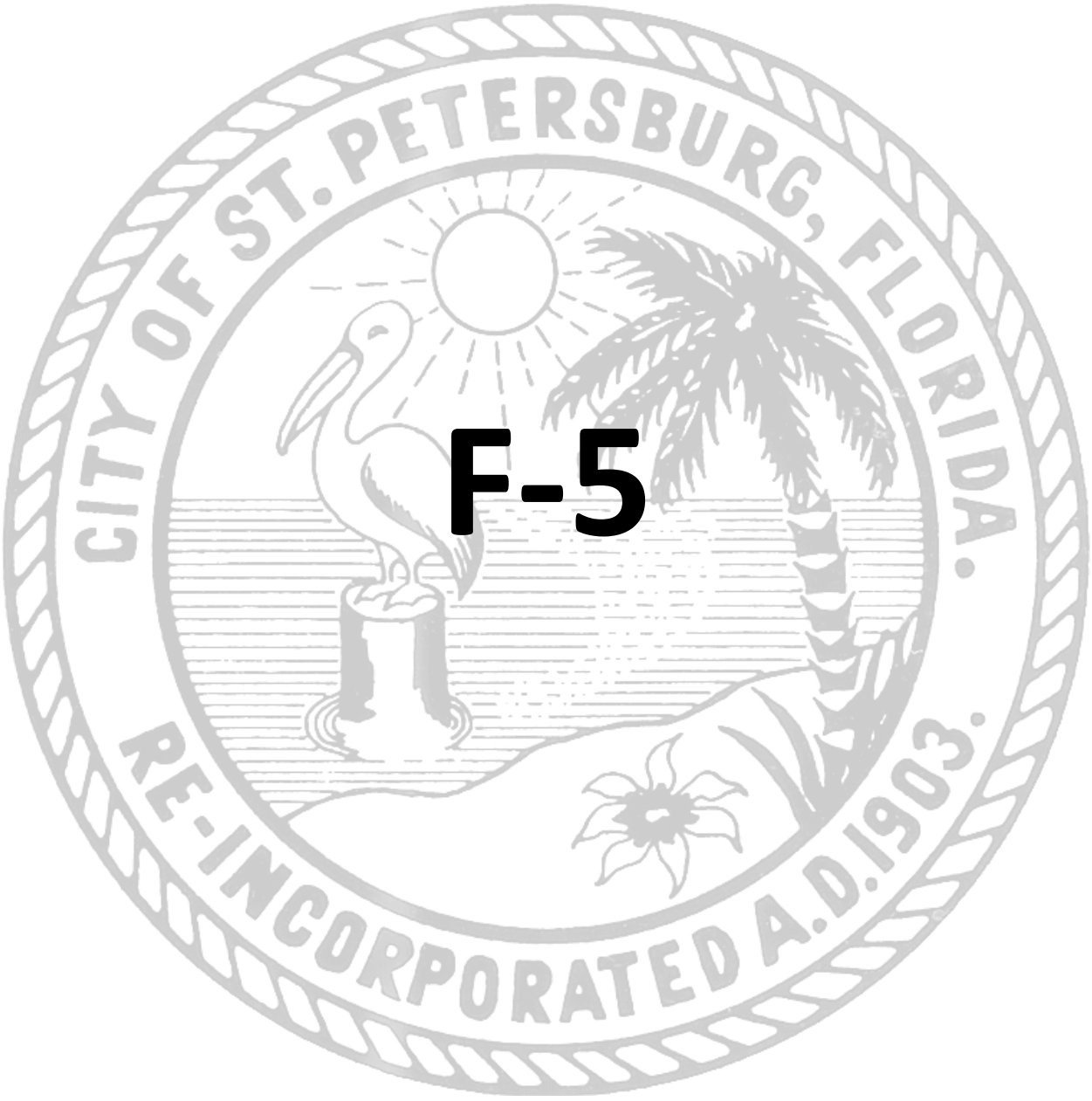
CT **Step 3: Approved by**
Claude Tankersley 10/31/2024 5:07:20 PM

MW **Step 2: Approved by**
Margaret B. Wahl 10/31/2024 3:21:08 PM

BP **Step 1: Approved by**
Brejesh Prayman 10/31/2024 3:20:47 PM

SJ **Requested by**
Sarah B. Johnson 10/31/2024 3:17:33 PM

The following page(s) contain the backup material for Agenda Item: A Resolution accepting the Guaranteed Maximum Price proposal ("GMP") dated October 30, 2024 in the amount of $2,500,000 from PCL Construction, Inc. ("PCL") for construction phase-services for the Bear Creek Canal Wall Repairs Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $2,567,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 Project (20506); approving a supplemental appropriation in the amount of $2,567,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from this rescission, to the Bear Creek Canal -Milton Project (20916) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25102-130; Oracle No. 20916)
Please scroll down to view the backup material.



F-5

ST. PETERSBURG CITY COUNCIL

Report

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair and Members of City Council

SUBJECT: A Resolution accepting the Guaranteed Maximum Price proposal ("GMP") dated October 30, 2024 in the amount of $2,500,000 from PCL Construction, Inc. ("PCL") for construction phase-services for the Bear Creek Canal Wall Repairs Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $2,567,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 Project (20506); approving a supplemental appropriation in the amount of $2,567,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from this rescission, to the Bear Creek Canal - Milton Project (20916) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25102-130; Oracle No. 20916)

EXPLANATION: On November 10, 2022, City Council acknowledged the selection of two CMAR firms for the CMAR Continuing Services for Roadway, Structures, and Stormwater projects, for the Engineering & Capital Improvements Department and authorized execution of Construction Manager at Risk Agreements with a Guaranteed Maximum Price with those firms. A Letter Agreement was executed with each firm establishing the terms and conditions of the continuing services including an agreed upon fee scale, the CMAR Agreement and insurance requirements.

During Hurricane Milton, the City of St. Petersburg experienced an extreme rainfall event, which caused Bear Creek to flow at and above capacity. This resulted in significant damage and failure of approximately 200 LF of canal wall to the west of 64th St. S. Repairs include debris/sediment removal, sheet pile demolition and replacement, pile cap installation and site work as required.

This project will provide emergency repair services to clear the impacted area of debris, provide temporary stabilization of canal walls, install new sheet piles/caps, remove damaged sections and perform earthwork as necessary to bring this section of Bear Creek to pre-flood conditions.

The Engineering and Capital Improvements Department recommends for award:

PCL Construction, Inc. ……. $2,500,000

City Code 2-234, Small Business Enterprise Assistance Program, requires a required participation percentage to be assigned to all construction projects of over $50,000. The SBE required participation percentage for this project is in the process of determination.

A supplemental appropriation is required to provide for the necessary funding for this GMP and other engineering project management costs, contingency and soft costs.

FEMA reimbursement will be requested.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to accept the Guaranteed Maximum Price proposal ("GMP") dated October 30, 2024 in the amount of $2,500,000 from PCL Construction, Inc. ("PCL") for construction phase-services for the Bear Creek Canal Wall Repairs Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $2,567,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 Project (20506); approving a supplemental appropriation in the amount of $2,567,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from this rescission, to the Bear Creek Canal - Milton Project (20916) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25102-130; Oracle No. 20916)

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $2,567,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 Project (20506) and a supplemental appropriation in the amount of $2,567,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the rescission, to the Bear Creek Canal - Milton Project (20916).

ATTACHMENTS: GMP Proposal
Resolution
Project Location Map

RESOLUTION NO. 2024-____

A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE PROPOSAL ("GMP") DATED OCTOBER 30, 2024 IN THE AMOUNT OF $2,500,000 FROM PCL CONSTRUCTION, INC. ("PCL") FOR CONSTRUCTION PHASE-SERVICES FOR THE BEAR CREEK CANAL WALL REPAIRS PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013) IN THE AMOUNT OF $2,567,000 FROM THE LOCAL-SCALE STORMWATER MITIGATION PROJECTS FY 2025 (20506); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $2,567,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THIS RESCISSION, TO THE BEAR CREEK CANAL - MILTON PROJECT (20916) TO PROVIDE FOR THE NECESSARY FUNDING FOR THIS GMP PROPOSAL AND OTHER ENGINEERING PROJECT MANAGEMENT COSTS, CONTINGENCY AND SOFT COSTS; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 25102-130; ORACLE NO. 20916)

WHEREAS, on November 10, 2022, City Council (i) acknowledged the selection of two firms, including PCL Construction, Inc. ("PCL"), as the most qualified firms to provide construction manager at risk services on a continuing basis for Roadway, Structures, and Stormwater projects for the Engineering & Capital Improvements Department and (ii) authorized the Mayor or his designee to execute Construction Manager at Risk Agreements with a Guaranteed Maximum Price ("GMP") between the City and those qualified firms, including PCL; and

WHEREAS, PCL has submitted to the City for review and acceptance a GMP proposal in the amount of $2,500,000 (which includes a $129,625 Owner's Contingency) for construction phase services for the Bear Creek Canal Wall Repairs Project ("Project"); and

WHEREAS, the City and PCL desire to execute the Construction Manager at Risk Agreement that includes a GMP Proposal in the amount of $2,500,000 for the Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a guaranteed maximum price ("GMP") proposal dated October 30, 2024 in the amount of $2,500,000 submitted by PCL Construction, Inc. ("PCL") for construction phase

services for the Bear Creek Canal Wall Repairs Project is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013), in the amount of $2,567,000 from the Local-Scale Stormwater Mitigation Projects FY2025 (20506) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above recission, for FY25 to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs:

Stormwater Drainage Capital Projects Fund (4013)	
Bear Creek Canal - Milton Project (20916)	$2,567,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00775290

DEPARTMENT:

BUDGET:

CONSTRUCTION MANAGER AT RISK – BEAR CREEK CANAL WALL REPAIR
GUARANTEED MAXIMUM PRICE PROPOSAL
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 25102-130

Proposal Date: 10/30/2024

This GMP Proposal was based on site visits and discussions held between PCL Construction, Inc. and the City of St. Petersburg.

The documents include:

- *No documents currently provided*

The Guaranteed Maximum Price for the Bear Creek Canal Wall Repairs project (25102-130) is Two Million Five Hundred Thousand Dollars ($2,500,000.00). A summary breakdown organized by trade categories, allowances/contingencies, and the Construction Manager's Fee is included within the attachments.

Based on approval of the GMP proposal at the November 7th, 2024, City Council Meeting the Substantial Completion date is anticipated to be January 31st, 2024.

GENERAL NOTES

1. Construction Manager and Owner will work together to review the Allowance items and amounts based on design information and mutually concur that the Allowance values constitute reasonable estimates.

2. No subsurface obstructions have been identified and no allowances have been made to address them.

3. Proposal includes bare carbon steel sheeting inside the face of the existing wall.

4. 225 linear feet of new retaining wall have been assumed which provides approximately 25 feet of overlap at each end. Sheets will be installed using a vibratory hammer and excavator from the South side of Bear Creek.

5. All work is assumed during normal business hours of 7 am to 5 pm.

6. Removal of failed sheeting will be done via vibratory hammer, but any sheeting that cannot be pulled will be cut at grade and abandoned in place.

7. No soil anchors have been included on the new retaining wall.

8. Helical soil anchors are assumed at every 10' on the homeowner's side and will be installed using a mini excavator from within the private property.

9. A concrete cap will be installed on the new retaining wall matching the existing size and elevation. No concrete work has been included on the homeowner's retaining wall.

DRAFT

10. Replacement of the existing storm piping and headwall has been included.

11. PCL will perform a soil boring from the South side of Bear Creek and will supply the City with the Standard Penetration Test results to complete the retaining wall design.

12. PCL will perform an initial condition survey and final condition survey inclusive of photo documentation of homeowner's property on the North side of the creek that requires repair. PCL is not responsible for any damages not directly related to the work being performed on the property.

13. Vibration monitors will be located at locations across the creek and at the existing apartment complex to measure data at baseline and while vibrating in sheets.

14. City to obtain written permission and/or lease agreement for access through existing apartment complex and private homeowner's residence.

15. City to provide full signed and sealed design for seawall and cap.

16. Material supplied within proposal does not comply with BABA or AIS requirements.

17. No provisions beyond maintaining a turbidity curtain throughout construction have been included within the proposal to manage concrete slurry or debris within Bear Creek.

18. A Contractor Contingency has been included in the price model. This contingency is understood to be a single pool, to be used for costs considered reimbursable as the Cost of the Work but not included in a Change Order with prior approval of the Owner in accordance with section 3.2.4 of the Agreement (i.e., AIA Document 133TM-2019, as modified by the Owner).

19. An Owner's Contingency has been included in the price model. Construction Manager shall obtain Owner's written approval prior to using such contingency, which approval shall be promptly reviewed after receipt of a request from Construction Manager. Upon final completion of the Work, if this contingency has not been used, these remaining funds shall be disbursed back to Owner to be used at its sole discretion.

DRAFT

DETAILED GMP ESTIMATE

Detailed GMP estimate will be provided upon receipt of final design from the City.

DRAFT

SCHEDULE OF ALLOWANCES

Allowance Number	**Description**	**Amount**

DRAFT

SCHEDULE OF BILLABLE RATES

All construction management, labor and equipment will be charged at the billable rates per this Rate Matrix.

All equipment will be billed per the current Blue Book Rates found at www.equipmentwatch.com

Description of Salary Management Staff	Billable Rate
Project Manager	$225.00 / HR
Superintendent	$170.00 / HR
Project Engineer	$135.00 / HR
Project Administration	$75.00 / HR
BIM Modeler	$125.00 / HR
Chief Estimator	$185.00 / HR
Estimator	$150.00 / HR
Safety Supervisor	$120.00 / HR
General Foreman	$135.00 / HR

Description of Hourly Craft Labor Staff	Billable Rate*
Carpenter/Mason Foreman	$64.00 / HR
Carpenter	$56.00 / HR
Concrete Mason/Finisher	$54.00 / HR
Rod Buster (Reinforcing Steel Iron Worker)	$44.00 / HR
Mechanical Foreman	$90.00 / HR
Pipe Layer	$64.00 / HR
Skilled Laborer	$48.00 / HR
Unskilled Laborer	$34.00 / HR
Forklift Operator	$44.00 / HR
Truck (Tandem) Operator	$44.00 / HR
Mechanic (Tools/Equipment)	$48.00 / HR
Welder	$82.00 / HR

Description of Equipment (or Industry Accepted Equivalent)	Billable Rate*
Pickup Truck – 4x2, 1/4 Ton, Gas	$15.62 / HR
Flatbed Truck – 1 Ton, Gas	$26.75 / HR
Forklift – 5500# LGP Warehouse	$46.82 / HR
Silent De-Watering Pump – 6” (excludes fuel)	$35.00 / HR
Compressor – 185 cfm	$21.00 / HR
Generator – 25 kW	$20.00 / HR
Computers	$250 / MO
Cell Phones	$150 / MO

DRAFT

CONSTRUCTION SCHEDULE

Milestone	Time from NTP
Contracts	2 Weeks
Material Procurement	3 Weeks
Mobilization	3 Weeks
Substantial Completion	12 Weeks

DRAFT

DRAFT

LIST OF DRAWINGS *Optional, include list of drawings*

No drawings have been provided.

DRAFT

EXHIBIT F - GUARANTEED MAXIMUM PRICE

BEAR CREEK CANAL WALL REPAIRS

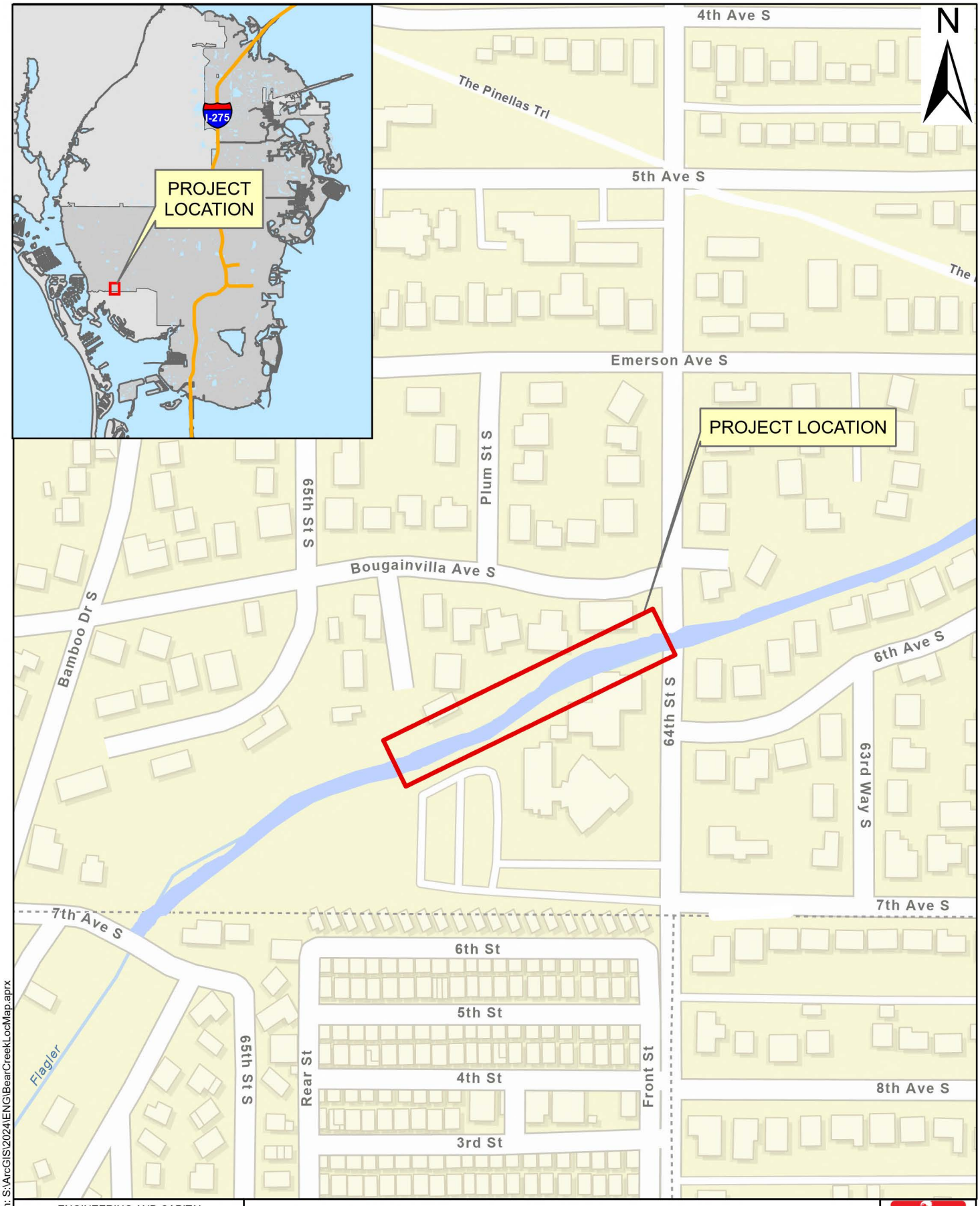
PROJECT NO. 25102-130

Construction Cost		$ 1,500,000.00
General Conditions		$ 300,000.00
Contractor Contingency		$ 350,000.00
	Subtotal:	$ 2,150,000.00

CM Fee	7.50%	$	161,250.00
General Liability	2.75%	$	59,125.00
Other Insurance	0.00%	$	-
	Subtotal:	$	220,375.00

Builder's Risk	$	-
Performance Bond	$	-
Owner's Contingency	$	129,625.00
Subtotal:	$	129,625.00

Guaranteed Maximum Price	**$**	**2,500,000.00**



Document Path: S:\ArcGIS\2024\ENG\BearCreekLocMap.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY of ST PETERSBURG

APPROVED BY: NEA

DATE: 10/30/2024

BEAR CREEK CANAL WALL REPAIRS
Project No. 25102-130

st.petersburg
www.stpete.org

Approvals - gcc
Report • Printed on November 1, 2024

Approved

11/7 PCL - Bear Creek - GMP

Attachments

CMAN GMP - Final - Bear Cree
https://stpete1-my.sharepoint.com/:l

Final status: Approved

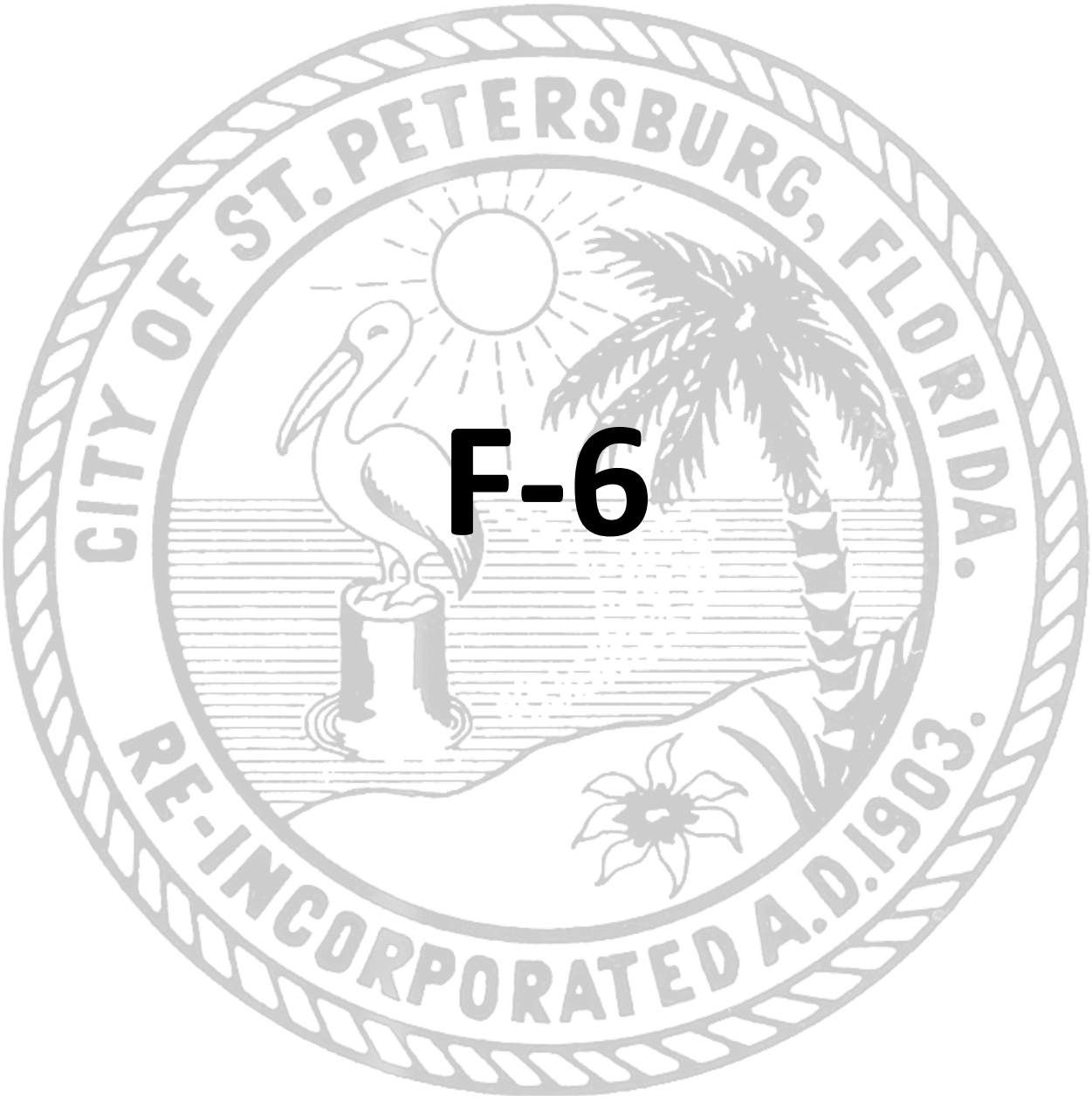
CT **Step 3: Approved by**
Claude Tankersley 10/31/2024 5:07:29 PM

MW **Step 2: Approved by**
Margaret B. Wahl 10/31/2024 3:23:39 PM

BP **Step 1: Approved by**
Brejesh Prayman 10/31/2024 3:23:18 PM

SJ **Requested by**
Sarah B. Johnson 10/31/2024 3:22:41 PM

The following page(s) contain the backup material for Agenda Item: A Resolution accepting a Guaranteed Maximum Price (“GMP”) proposal dated October 29, 2024 in the amount of $655,600 from PCL Construction, Inc. (“PCL”) for construction phase services for the Post-Storm Repairs to Eden Isle Culvert Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $717,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 Project (20506); approving a supplemental appropriation in the amount of $717,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the Eden Isle Culvert – Milton Project (20915) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25096-130; Oracle No. 20915)
Please scroll down to view the backup material.



F-6

ST. PETERSBURG CITY COUNCIL

Report

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

SUBJECT: A Resolution accepting a Guaranteed Maximum Price ("GMP") proposal dated October 29, 2024 in the amount of $655,600 from PCL Construction, Inc. ("PCL") for construction phase services for the Post-Storm Repairs to Eden Isle Culvert Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $717,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 Project (20506); approving a supplemental appropriation in the amount of $717,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the Eden Isle Culvert – Milton Project (20915) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25096-130; Oracle No. 20915)

EXPLANATION: On November 10, 2022, City Council acknowledged the selection of two CMAR firms for the CMAR continuing services for Roadway, Structures, and Stormwater projects, for the Engineering & Capital Improvements Department ("ECID") and authorized execution of CMAR agreements with a GMP with those firms. A letter agreement was executed with each firm establishing the terms and conditions of the continuing services CMAR agreement.

During Hurricane Milton, the City experienced negative storm surge coupled with significant rain which caused the seawall on the southwest side of Eden Isle causeway to fail, including the stormwater pipe draining into the bay and the adjacent sidewalk. The construction services will include demolition and removal of the failed seawall, installation of approximately 20 linear feet of sheet piles and approximately 15 linear feet of reinforced concrete pipe, back fill the surrounding area, and restoration of the sidewalk.

The Engineering and Capital Improvements Department recommends for award:

PCL Construction, Inc. ……. $655,600

City Code 2-234, Small Business Enterprise (SBE) Assistance Program, requires a required participation percentage to be assigned to all construction projects of over $50,000. This SBE required participation percentage for this project will be 8%.

A supplemental appropriation is required to provide for the necessary funding for this GMP and other engineering project management costs, contingency and soft costs.

FEMA reimbursement will be requested.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to accept a Guaranteed Maximum Price ("GMP") proposal dated October 29, 2024 in the amount of $655,600 from PCL Construction, Inc. ("PCL") for construction phase services for the Post-Storm Repairs to Eden Isle Culvert Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; rescinding an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $717,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 Project (20506); approving a supplemental appropriation in the amount of $717,000 from the increase in the

unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the Eden Isle Culvert – Milton Project (20915) to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs; and providing an effective date. (ECID Project No. 25096-130; Oracle No. 20915)

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $717,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 Project (20506) and a supplemental appropriation in the amount of $717,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the this rescission, to the Eden Isle Culvert – Milton Project (20915).

ATTACHMENTS: GMP Proposal
Resolution
Map

RESOLUTION NO. 2024-____

A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED OCTOBER 29, 2024 IN THE AMOUNT OF $655,600 FROM PCL CONSTRUCTION, INC. ("PCL") FOR CONSTRUCTION PHASE SERVICES FOR THE POST-STORM REPAIRS TO EDEN ISLE CULVERT PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013) IN THE AMOUNT OF $717,000 FROM THE LOCAL-SCALE STORMWATER MITIGATION PROJECTS FY 2025 (20506); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $717,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THE ABOVE RESCISSION, TO THE EDEN ISLE CULVERT – MILTON PROJECT (20915) TO PROVIDE FOR THE NECESSARY FUNDING FOR THIS GMP PROPOSAL AND OTHER ENGINEERING PROJECT MANAGEMENT COSTS, CONTINGENCY AND SOFT COSTS; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 25096-130; ORACLE NO. 20915).

WHEREAS, on November 10, 2022, City Council (i) acknowledged the selection of two firms, including PCL Construction, Inc. ("PCL"), as the most qualified firms to provide construction manager at risk services on a continuing basis for Roadway, Structures, and Stormwater projects for the Engineering & Capital Improvements Department and (ii) authorized the Mayor or his designee to execute Construction Manager at Risk Agreements with a Guaranteed Maximum Price ("GMP") between the City and those qualified firms, including PCL; and

WHEREAS, PCL has submitted to the City for review and acceptance a GMP proposal in the amount of $655,600 (which includes a $75,000 Owner's Contingency) for construction phase services for the Post-Storm Repairs to Eden Isle Culvert project ("Project"); and

WHEREAS, the City and PCL desire to execute the Construction Manager at Risk Agreement that includes a GMP Proposal in the amount of $655,600 for the Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a guaranteed maximum price ("GMP") proposal dated October 29, 2024 in the amount of $655,600 submitted by PCL Construction, Inc. ("PCL") for construction phase

services for the Post-Storm Repairs to Eden Isle Culvert Project is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013), in the amount of $717,000 from the Local-Scale Stormwater Mitigation Projects FY 2025 (20506) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above recission, for FY25 to provide for the necessary funding for this GMP proposal and other engineering project management costs, contingency and soft costs:

Stormwater Drainage Capital Projects Fund (4013)	
Eden Isle Culvert – Milton Project (20915)	$717,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Sharon Michnowicz
00775269

DEPARTMENT:

Brijesh Prayman

BUDGET:

E Makofske

CONSTRUCTION MANAGER AT RISK – POST-STORM REPAIRS TO EDEN ISLE CULVERT
GUARANTEED MAXIMUM PRICE PROPOSAL
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 25096-130

Proposal Date: 10/29/2024

This GMP Proposal was based on site visits and discussions held between PCL Construction, Inc. and the City of St. Petersburg.

The documents include:

- *No documents currently provided*

The Guaranteed Maximum Price for the Post-Storm Repairs to Eden Isle Culvert project (25096-130) is Six Hundred Fifty Five Thousand Dollars ($655,600.00). A summary breakdown organized by trade categories, allowances/contingencies, and the Construction Manager's Fee is included within the attachments.

Based on approval of the GMP proposal at the November 7th, 2024, City Council Meeting the Substantial Completion date is anticipated to be January 31st, 2024.

GENERAL NOTES

1. Construction Manager and Owner will work together to review the Allowance items and amounts based on design information and mutually concur that the Allowance values constitute reasonable estimates.

2. No subsurface obstructions have been identified and no allowances have been made to address them.

3. Proposal includes bare carbon steel sheeting inside the face of the existing wall.

4. Existing utilities, except for the storm drain structure and piping, will be coordinated by PCL, but replaced by others.

5. Demolition, removal, and replacement of all failed sidewalk contained within the work area has been included.

6. Installation of a City provided ring and cover for the existing manhole has been included. No additional repairs on the manhole have been assumed.

7. PCL will perform a soil boring and will supply the City with the Standard Penetration Test results to complete the wall design.

8. City to provide full signed and sealed design for seawall and cap.

9. Replacement sidewalk assumed to be 3,000 PSI concrete 4" thick with welded wire fabric.

DRAFT

10. A single lane road closure with flaggers will be necessary while driving sheets and pouring concrete. PCL will coordinate with the City and obtain all necessary permitting.

11. Material supplied within proposal does not comply with BABA or AIS requirements.

12. No provisions beyond maintaining a turbidity curtain throughout construction have been included within the proposal to manage concrete slurry or debris.

13. A Contractor Contingency has been included in the price model. This contingency is understood to be a single pool, to be used for costs considered reimbursable as the Cost of the Work but not included in a Change Order with prior approval of the Owner in accordance with section 3.2.4 of the Agreement (i.e., AIA Document 133TM-2019, as modified by the Owner).

14. An Owner's Contingency has been included in the price model. Construction Manager shall obtain Owner's written approval prior to using such contingency, which approval shall be promptly reviewed after receipt of a request from Construction Manager. Upon final completion of the Work, if this contingency has not been used, these remaining funds shall be disbursed back to Owner to be used at its sole discretion.

DRAFT

DETAILED GMP ESTIMATE

Detailed GMP estimate will be provided upon receipt of final design from the City.

DRAFT

SCHEDULE OF ALLOWANCES

Allowance Number	**Description**	**Amount**

DRAFT

SCHEDULE OF BILLABLE RATES

All construction management, labor and equipment will be charged at the billable rates per this Rate Matrix.

All equipment will be billed per the current Blue Book Rates found at www.equipmentwatch.com

Description of Salary Management Staff	Billable Rate
Project Manager	$225.00 / HR
Superintendent	$170.00 / HR
Project Engineer	$135.00 / HR
Project Administration	$75.00 / HR
BIM Modeler	$125.00 / HR
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Safety Supervisor	$120.00 / HR
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Description of Hourly Craft Labor Staff	Billable Rate*
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Carpenter	$56.00 / HR
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Unskilled Laborer	$34.00 / HR
Forklift Operator	$44.00 / HR
Truck (Tandem) Operator	$44.00 / HR
Mechanic (Tools/Equipment)	$48.00 / HR
Welder	$82.00 / HR

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Flatbed Truck – 1 Ton, Gas	$26.75 / HR
Forklift – 5500# LGP Warehouse	$46.82 / HR
Silent De-Watering Pump – 6” (excludes fuel)	$35.00 / HR
Compressor – 185 cfm	$21.00 / HR
Generator – 25 kW	$20.00 / HR
Computers	$250 / MO
Cell Phones	$150 / MO

DRAFT

CONSTRUCTION SCHEDULE

Milestone	Time from NTP
Contracts	2 Weeks
Material Procurement	3 Weeks
Mobilization	3 Weeks
Substantial Completion	6 Weeks

DRAFT

DRAFT

LIST OF DRAWINGS

No drawings have been provided.

DRAFT

EXHIBIT F - GUARANTEED MAXIMUM PRICE

POST-STORM REPAIRS TO EDEN ISLE CULVERT

PROJECT NO. 25096-130

Construction Cost		$ 250,000.00
General Conditions		$ 150,000.00
Contractor Contingency		$ 100,000.00
Subtotal:		$ 500,000.00

CM Fee	12.00%	$ 60,000.00
General Liability	2.75%	$ 13,750.00
Other Insurance	1.37%	$ 6,850.00
Subtotal:		$ 80,600.00

Builder's Risk	$ -
Performance Bond	$ -
Owner's Contingency	$ 75,000.00
Subtotal:	$ 75,000.00

Guaranteed Maximum Price	**$ 655,600.00**



Document Path: S:\ArcGIS\2025\ENG\City Council Project Location Maps\City Council Project Locations 2025.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY of ST PETERSBURG	POST-STORM REPAIRS TO EDEN ISLAND CULVERT PROJECT No. 25096-130
APPROVED BY: / DATE: 10/29/2024	st.petersburg www.stpete.org

Approvals - gcc
Report • Printed on November 1, 2024

Approved

11/7 ADD - PCL - Eden Isle - GMP

Attachments

CMAN GMP - Eden Isle - Final.
https://stpete1-my.sharepoint.com/:l

Final status: Approved

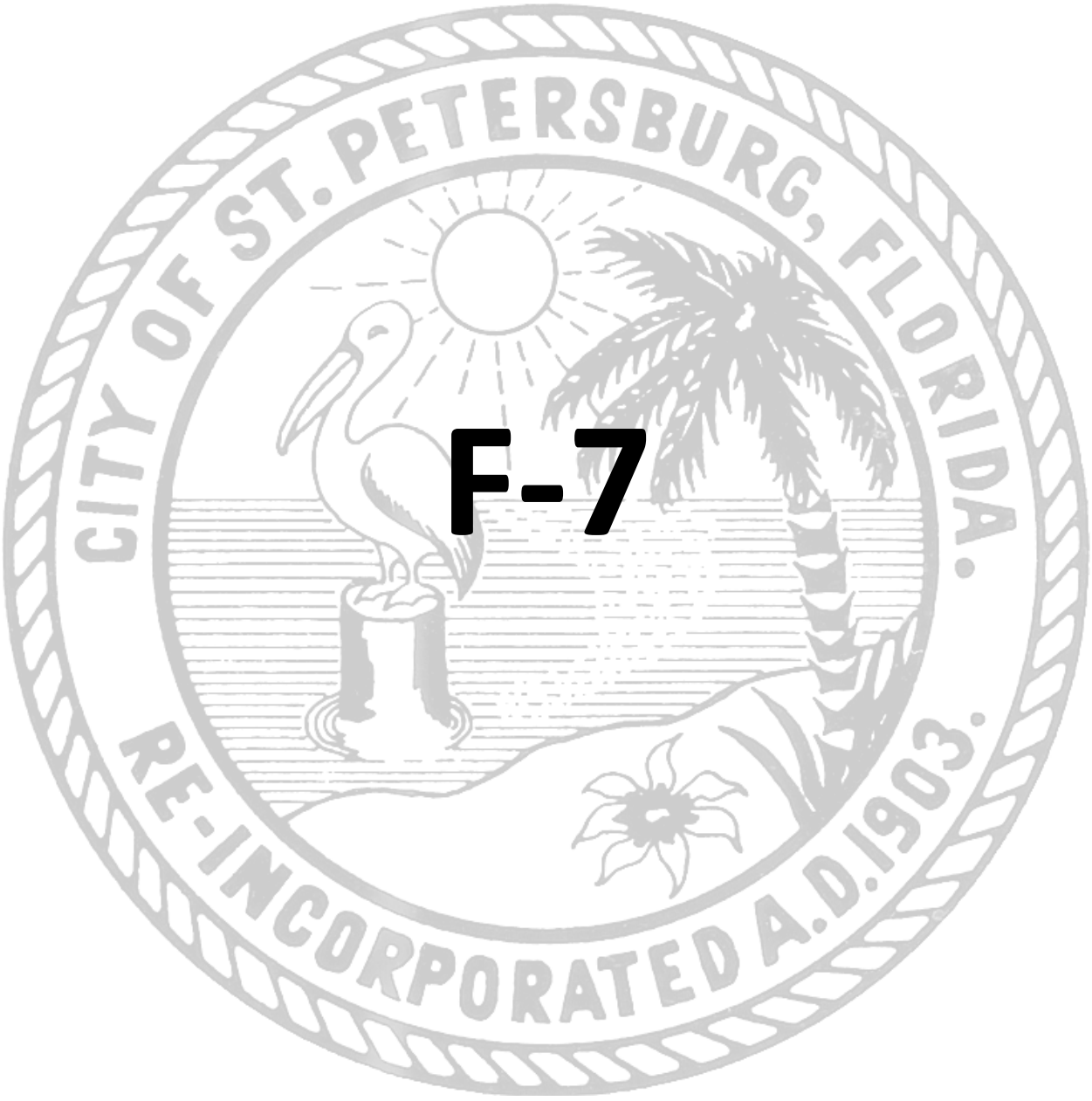
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Claude Tankersley 10/31/2024 5:07:25 PM

MW **Step 2: Approved by**
Margaret B. Wahl 10/31/2024 3:21:18 PM

BP **Step 1: Approved by**
Brejesh Prayman 10/31/2024 3:20:59 PM

SJ **Requested by**
Sarah B. Johnson 10/31/2024 3:20:21 PM

The following page(s) contain the backup material for Agenda Item: Follow-up to the Hurricane Helene and Hurricane Milton Report
Please scroll down to view the backup material.



F-7

CITY COUNCIL AGENDA
REPORT ITEM

DATE: November 1, 2024

TO: The Honorable Members of City Council

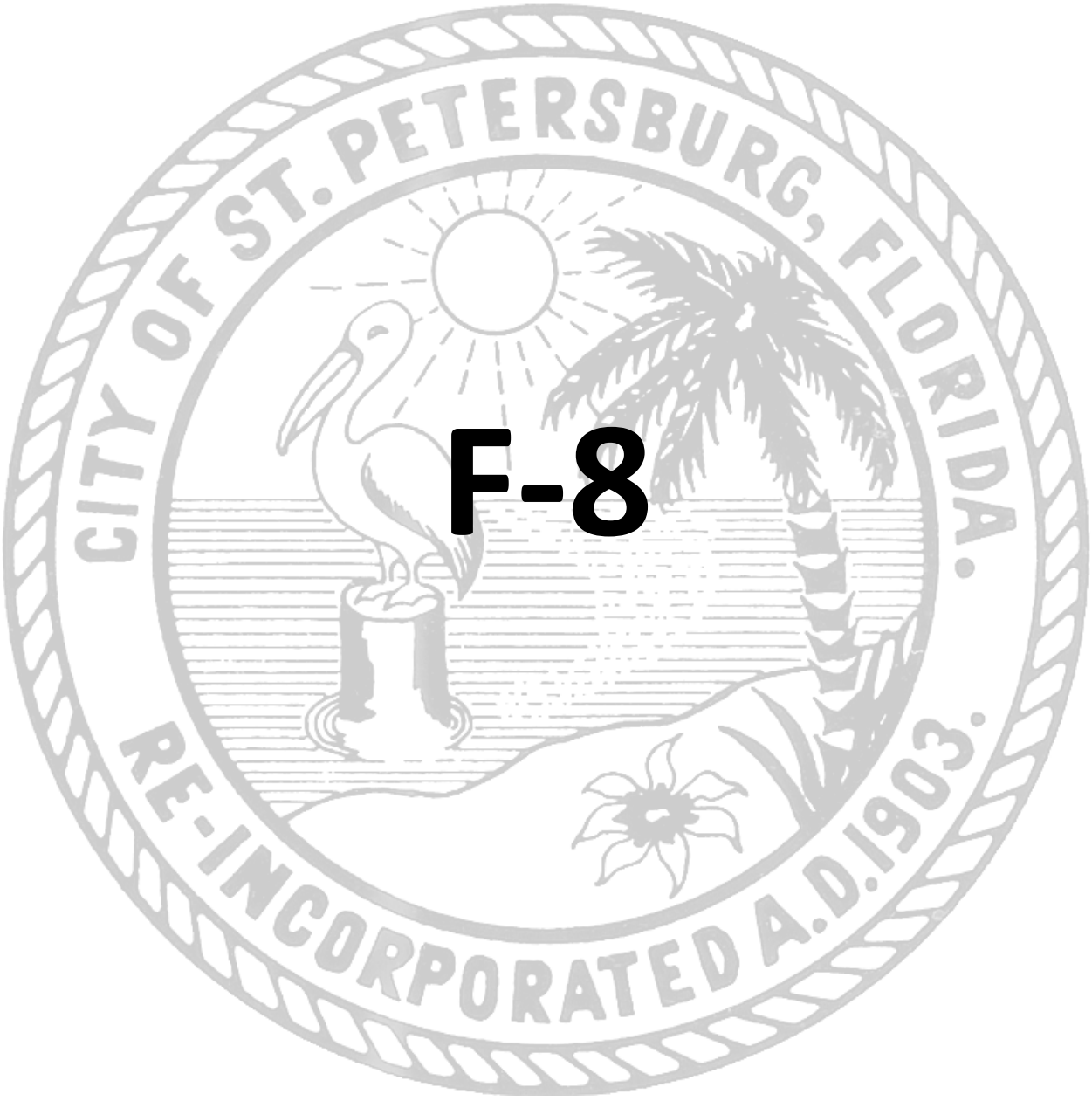
SUBJECT: Follow-up to the Hurricane Helene and Hurricane Milton Report

PRESENTER: Amber Boulding, Manager, City of St. Petersburg Emergency Management

SCHEDULE FOR COUNCIL ON: November 7, 2024

Gina Driscoll
Council Member, District 6

The following page(s) contain the backup material for Agenda Item: Hurricanes Helene and Milton Federally Funded Subawards and Grant Agreements
Please scroll down to view the backup material.



F-8

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor to execute the Hurricane Helene Disaster Declaration (DR-4828-Hurricane Helene) Federally Funded Subaward and Grant Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Helene ("Helene Documents"); authorizing the Mayor to delegate signature authority to the Assistant City Administrator for the purpose of executing the Helene Documents; and providing an effective date.

EXPLANATION: On September 23, 2024, the President issued a major disaster declaration designated DR-4828-Hurricane Helene for the State of Florida as a result of Hurricane Helene ("Declaration").

As a result of the Declaration, the City of St. Petersburg is considered a subgrantee to receive federal and state funds under the Declaration.

In order for the City to be eligible to receive funds under the Declaration, the City must execute a Federally Funded Subaward and Grant Agreement as well as other documents related to this storm event ("Helene Documents").

The Mayor has designated the Assistant City Administrator as the person authorized to execute the Helene Documents concerning disaster relief funding under the Declaration.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor to execute the Hurricane Helene Disaster Declaration (DR-4828-Hurricane Helene) Federally Funded Subaward and Grant Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Helene ("Helene Documents"); authorizing the Mayor to delegate signature authority to the Assistant City Administrator for the purpose of executing the Helene Documents; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: NA

APPROVALS:

Thomas Greene
Administration

E Makofske
Budget

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE HURRICANE HELENE DISASTER DECLARATION FEDERALLY FUNDED SUB-AWARD AND GRANT AGREEMENT, DR – 4828 - HURRICANE HELENE, WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, AS WELL AS ALL OTHER DOCUMENTS CONCERNING DISASTER RELIEF FUNDING, INCLUDING DIRECT ADMINISTRATIVE COSTS, FOR FEDERAL AND STATE ASSISTANCE FOR HURRICANE HELENE ("HELENE DOCUMENTS"); AUTHORIZING THE MAYOR TO DELEGATE SIGNATURE AUTHORITY TO THE ASSISTANT CITY ADMINISTRATOR OR DESIGNEE FOR THE PURPOSE OF EXECUTING THE HELENE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2024, the President declared a major disaster for the State of Florida as a result of Hurricane Helene ("Declaration"); and

WHEREAS, the Declaration authorized Public Assistance in several Florida Counties including Pinellas beginning with the incident date of September 23, 2024; and

WHEREAS, as a result of the Declaration, the City of St. Petersburg is considered a subgrantee to receive federal and state funds under the Declaration; and

WHEREAS, in order for the City to be eligible to receive funds under the Declaration, the City must execute a Federally Funded Subaward and Grant Agreement as well as other documents related to this storm event ("Helene Documents"); and

WHEREAS, the Mayor has designated the Assistant City Administrator or designee as the person authorized to execute the Helene Documents concerning disaster relief funding.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor is authorized to execute the Hurricane Helene Disaster Declaration Federally Funded Subaward and Grant Agreement, DR-4828-Hurricane Helene, with the State of Florida, Division of Emergency Management, as well as all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Helene ("Helene Documents"), and the Mayor is authorized to delegate signature authority to the Assistant City Administrator or designee for the purpose of executing the Helene Documents.

This resolution shall take effect immediately upon its adoption.

LEGAL:

/s/Jeannine S. Williams
00775664

DEPARTMENT:

Boriana Pollard

OFFICE OF THE MAYOR

CITY OF ST. PETERSBURG

KENNETH T. WELCH, MAYOR

TO: Mr. Kevin Guthrie, Director, Florida Division of Emergency Management

FROM: Kenneth T. Welch, Mayor

DATE: November 1, 2024

SUBJECT: City of St. Petersburg Delegation of Signature Authority

---

Mr. Kevin Guthrie:

I designate Thomas Greene, Assistant City Administrator, to be the Authorized Agent for the City of St. Petersburg, Florida, and I grant Mr. Greene signature authority to execute the Hurricane Helene Disaster Declaration (FEMA-4828-DR-FL) and Hurricane Milton Disaster Declaration (FEMA-4834-DR-FL) Federally Funded Subaward and Grant Agreements with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Helene and Hurricane Milton.

Sincerely,

Kenneth T. Welch
Mayor

P.O. BOX 2842, ST. PETERSBURG, FLORIDA 33731 | O: 727-893-7201 | F: 727-892-5365 | MAYOR@STPETE.ORG

Agreement Number: Z4329

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Helene DR4828

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	St. Petersburg, City of
Subrecipient's unique entity identifier:	LARHMJNJAKS4
Federal Award Date:	09/29/2024
Subaward Period of Performance Start and End Date (Cat A-B):	09/23/2024 - 03/28/2025
Subaward Period of Performance Start and End Date (Cat C-G):	09/23/2024 - 03/28/2026
Amount of Federal Funds Obligated by this Agreement:	N/A
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
Indirect cost rate for the Federal award:	See Section 9 (d)
Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or “FDEM”), and St. Petersburg, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

i. Monitor and document Subrecipient performance; and

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Agency's Grant Manager for this Agreement is:

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Boriana Pollard
Address: One 4th Street N.
St. Petersburg, FL 33701
Telephone: 727-893-7510
Email: boriana.pollard@stpete.org

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4828 - Hurricane Helene. Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

a. The score is made up of three components:
   i. 20% Baseline score for signing and returning the Request Form.
   ii. Up to a 40% score for completing the DRA.
   iii. Up to a 20% score for completing the PDQ.

b. Applicants who have received EMAP accreditation will receive an additional 5%.

c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.

d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent if this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.

e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.

f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all 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 Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
ii. Attachment B – Systems Access Form
iii. Attachment C – Certification Regarding Debarment
iv. Attachment D – Required Contract Provisions
v. Attachment E – Certification Regarding Lobbying
vi. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: St. Petersburg, City of

By: _____

(Signature)

Name: Thomas Greene

Title: Assistant City Administrator

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Alternate Governor's Authorized Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period
Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: St. Petersburg, City of

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Contact** (Full Access)
Name: Thomas Greene	Name: Boriana Pollard
Signature:	Signature:
Organization / Official Position: City of St. Petersburg, Assistant City Administrator	Organization / Official Position: City of St. Petersburg, City Auditor
Mailing Address: 175 5th St. N.	Mailing Address: One 4th Street N, 9th floor
City, State, Zip: St. Petersburg, FL 33701	City, State, Zip: St. Petersburg, FL 33701
Daytime Telephone: 727-893-7032	Daytime Telephone: 727-893-7510
E-mail Address: Tom.Greene@stpete.org	E-mail Address: Boriana.Pollard@stpete.org
Box 3: Alternate Contact (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Name: Amber Boulding	Name: Erika Langhans
Signature:	Signature:
Organization / Official Position: City of St. Petersburg, EM Manager	Organization / Official Position: City of St. Petersburg, CFO
Mailing Address: 400 9th Street South	Mailing Address: One 4th Street N, 5th floor
City, State, Zip: St. Petersburg, FL 33701	City, State, Zip: St. Petersburg, FL 33701
Daytime Telephone: 727-893-7683	Daytime Telephone: 727-892-5652
E-mail Address: Amber.Boulding@stpete.org	E-mail Address: Erika.Langhans@stpete.org
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Name:	Name:
Signature:	Signature:
Organization / Official Position:	Organization / Official Position:
Mailing Address:	Mailing Address:
City, State, Zip:	City, State, Zip:
Daytime Telephone:	Daytime Telephone:
E-mail Address:	E-mail Address:

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

_____

Subrecipient Authorized Representative Signature

_____

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: St. Petersburg, City of **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000424

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 103-63000-00

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Boriana Pollard, City Auditor
Name and Title

Internal Audit Deptartment, One 4th St. N.
Street Address

St. Petersburg, FL, 33701
City, State, Zip

_____
Date

St. Petersburg, City of
Subrecipient's Name

Z4329
FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,[4] must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.[5]

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. Termination for Cause and Convenience

Contracts for more than $10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.[6]

2.1 Applicability

This contract provision is required for procurements exceeding $10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

[4] *See* FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was $150,000.
[5] 2 C.F.R. Part 200, Appendix II, § A.
[6] *See* 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.[7]

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a "federally assisted construction contract."

3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

> (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

[7] *See* 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.[8] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.[9]

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,[10] Homeland Security Grant Program,[11] Nonprofit Security Grant Program,[12] Tribal Homeland Security Grant Program,[13] Port Security Grant Program,[14] Transit Security Grant Program,[15] Intercity Passenger Rail Program,[16] and Rehabilitation of High Hazard Potential Dams Program.[17] Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

[8] *See id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)
[9] 2 C.F.R. Part 200, Appendix II, § D.
[10] *See* section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).
[11] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).
[12] *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). *See, e.g.,* Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. *Compare id. with* section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSPG as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).
[13] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.
[14] *See* section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.
[15] *See* section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).
[16] *See* section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).
[17] *See* section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.[18]

- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.[19] *See* Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)[20] into any subcontracts.

- Follow the other requirements of the Davis-Bacon Act and implementing regulations.[21]

4.3 Required Language[22]

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.[23]

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.[24] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

[18] 2 C.F.R. Part 200, Appendix II, § D.
[19] 2 C.F.R. Part 200, Appendix II, § D.
[20] 29 C.F.R. § 5.5(a)(6).
[21] 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.
[22] 29 C.F.R. § 5.5(a).
[23] 29 C.F.R. § 5.5(a)(1), (6).
[24] *See id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.[25]

5.1 Applicability

For all prime construction contracts above $2,000, when the Davis-Bacon Act also applies,[26] NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.[27] This requirement applies to all prime construction contracts above $2,000 in situations where the Davis-Bacon Act also applies.[28] In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.[29] According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.[30] Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.

- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.[31]

- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.[32]

[25] *See* 29 C.F.R. § 3.1.
[26] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).
[27] 2 C.F.R. Part 200, Appendix II, § D.
[28] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).
[29] *See* 29 C.F.R. § 3.11.
[30] 29 C.F.R. § 5.5(a)(5).
[31] *See* 2 C.F.R. Part 200, Appendix II, § D.
[32] *See* 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland "Anti-Kickback" Act and implementing regulations.[33]

5.3 Suggested Language

The following provides a sample contract clause:

> "Compliance with the Copeland "Anti-Kickback" Act.
>
> Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
>
> Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. Contract Work Hours and Safety Standards Act

Where applicable,[34] all contracts awarded by the NFE of more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.[35] Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work.[36] These requirements *do not* apply to

[33] 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.
[34] *See* 40 U.S.C. §§ 3701-3708.
[35] 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, § E.
[36] 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[37]

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.[38]

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

> "Compliance with the Contract Work Hours and Safety Standards Act.
>
> (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
>
> (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
>
> (3) *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

[37] 2 C.F.R. Part 200, Appendix II, § E.
[38] 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement[39] and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

[39] Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over $150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act[40] and the Federal Water Pollution Control Act.[41] Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).[42]

8.1 Applicability

This contract provision is required for all procurements over $150,000.

8.2 Suggested Language

The following provides a sample contract clause:

"Clean Air Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

[40] 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.
[41] 33 U.S.C. §§ 1251-1387, as amended.
[42] 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (**insert name of the non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to assure notification to the (**insert name of the pass-through entity, if applicable**), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.[43] Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.[44]

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for $25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.[45]

NFEs, even for procurements under $25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.[46]

[43] 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
[44] 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.
[45] 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.
[46] 2 C.F.R. § 200.318(h). For contracts and subcontracts under $25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.[47]

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.[48] SAM Exclusions can be accessed at www.sam.gov.[49]

In general, an "excluded" party cannot receive a federal grant award or a contract considered to be a "covered transaction," which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.[50]

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least $25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for $25,000 or more.[51]

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified[52]:

[47] *See* 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. *See also* 2 C.F.R. Parts 180, 3000.
[48] *See* 2 C.F.R. Part 200, Appendix II, § H.
[49] 2 C.F.R. § 180.530.
[50] The regulations at 2 C.F.R. Parts 180 and 3000 are titled "nonprocurement" because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term "covered transactions" under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.
[51] *See* 2 C.F.R. §§ 180.220, 3000.220.
[52] Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to entire into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

"Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than $100,000, and their contractors who intend to award subcontracts of more than $100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than $100,000 must also file the required certification regarding lobbying.[53]

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

[53] *See* 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.[54] Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.[55]

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than $100,000, and for subcontracts of more than $100,000.

10.2 Suggested Language

The following provides a sample contract clause:

> "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
>
> > Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

> "APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
>
> Certification for Contracts, Grants, Loans, and Cooperative Agreements
>
> The undersigned certifies, to the best of his or her knowledge and belief, that:
>
> > No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

[54] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.
[55] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.[56] Applicable NFEs must include a contract provision requiring compliance with this requirement.[57] This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than $10,000.[58] Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines[59] that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than $10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than $10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.[60]

11.3 Suggested Language

The following provides a sample contract clause:

> "In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

[56] Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.
[57] *See* 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).
[58] *See* 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.
[59] 40 C.F.R. Part 247.
[60] 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing forcompliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.[61] FEMA strongly encourages the use of this contract clause for any contracts where

[61] 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

"Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.[62]

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.[63]

13.2 Suggested Language

The following provides a sample contract clause:

> "Domestic Preference for Procurements
>
> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
>
> For purposes of this clause:
>
> *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

[62] *See* 2 C.F.R. § 200.322.
[63] 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient or contractor, City of St. Petersburg, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Subrecipient/contractor's Authorized Official

Thomas Greene, Assistant City Administrator
_____
Name and Title of Subrecipient/contractor's Authorized Official

_____
Date

ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign County of Concern does not have a Controlling Interest in the entity.

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

Printed Name:

Title:

Signature:

Date:

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor to execute the Hurricane Milton Disaster Declaration (DR-4834-Hurricane Milton) Federally Funded Subaward and Grant Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Milton ("Milton Documents"); authorizing the Mayor to delegate signature authority to the Assistant City Administrator for the purpose of executing the Milton Documents; and providing an effective date.

EXPLANATION: On October 5, 2024, the President issued a major disaster declaration designated DR-4834-Hurricane Milton for the State of Florida as a result of Hurricane Milton ("Declaration").

As a result of the Declaration, the City of St. Petersburg is considered a subgrantee to receive federal and state funds under the Declaration.

In order for the City to be eligible to receive funds under the Declaration, the City must execute a Federally Funded Subaward and Grant Agreement as well as other documents related to this storm event ("Milton Documents").

The Mayor has designated the Assistant City Administrator as the person authorized to execute the Milton Documents concerning disaster relief funding under the Declaration.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor to execute the Hurricane Milton Disaster Declaration (DR-4834-Hurricane Milton) Federally Funded Subaward and Grant Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Milton ("Milton Documents"); authorizing the Mayor to delegate signature authority to the Assistant City Administrator for the purpose of executing the Milton Documents; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: NA

APPROVALS:

Thomas Greene
Administration

E Makofske
Budget

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE HURRICANE MILTON DISASTER DECLARATION FEDERALLY FUNDED SUB-AWARD AND GRANT AGREEMENT, DR – 4834 - HURRICANE MILTON, WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, AS WELL AS ALL OTHER DOCUMENTS CONCERNING DISASTER RELIEF FUNDING, INCLUDING DIRECT ADMINISTRATIVE COSTS, FOR FEDERAL AND STATE ASSISTANCE FOR HURRICANE MILTON ("MILTON DOCUMENTS"); AUTHORIZING THE MAYOR TO DELEGATE SIGNATURE AUTHORITY TO THE ASSISTANT CITY ADMINISTRATOR OR DESIGNEE FOR THE PURPOSE OF EXECUTING THE MILTON DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 11, 2024, the President declared a major disaster for the State of Florida as a result of Hurricane Milton ("Declaration"); and

WHEREAS, the Declaration authorized Public Assistance in several Florida Counties including Pinellas beginning with the incident date of October 5, 2024; and

WHEREAS, as a result of the Declaration, the City of St. Petersburg is considered a subgrantee to receive federal and state funds under the Declaration; and

WHEREAS, in order for the City to be eligible to receive funds under the Declaration, the City must execute a Federally Funded Subaward and Grant Agreement as well as other documents related to this storm event ("Milton Documents"); and

WHEREAS, the Mayor has designated the Assistant City Administrator or designee as the person authorized to execute the Milton Documents concerning disaster relief funding.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor is authorized to execute the Hurricane Milton Disaster Declaration Federally Funded Subaward and Grant Agreement, DR-4834-Hurricane Milton, with the State of Florida, Division of Emergency Management, as well as all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Milton ("Milton Documents"), and the Mayor is authorized to delegate signature authority to the Assistant City Administrator or designee for the purpose of executing the Milton Documents.

This resolution shall take effect immediately upon its adoption.

LEGAL:

/s/Jeannine S. Williams
00775668

DEPARTMENT:

Boriana Pollard

OFFICE OF THE MAYOR

CITY OF ST. PETERSBURG

KENNETH T. WELCH, MAYOR

TO: Mr. Kevin Guthrie, Director, Florida Division of Emergency Management

FROM: Kenneth T. Welch, Mayor

DATE: November 1, 2024

SUBJECT: City of St. Petersburg Delegation of Signature Authority

---

Mr. Kevin Guthrie:

I designate Thomas Greene, Assistant City Administrator, to be the Authorized Agent for the City of St. Petersburg, Florida, and I grant Mr. Greene signature authority to execute the Hurricane Helene Disaster Declaration (FEMA-4828-DR-FL) and Hurricane Milton Disaster Declaration (FEMA-4834-DR-FL) Federally Funded Subaward and Grant Agreements with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Helene and Hurricane Milton.

Sincerely,

Kenneth T. Welch
Mayor

P.O. BOX 2842, ST. PETERSBURG, FLORIDA 33731 | O: 727-893-7201 | F: 727-892-5365 | MAYOR@STPETE.ORG

Agreement Number: Z4327

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Milton DR4834

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	St. Petersburg, City of
Subrecipient's unique entity identifier:	LARHMJNJAKS4
Federal Award Date:	12/10/2024
Subaward Period of Performance Start and End Date (Cat A-B):	10/05/2024 - 04/11/2025
Subaward Period of Performance Start and End Date (Cat C-G):	10/05/2024 - 04/11/2026
Amount of Federal Funds Obligated by this Agreement:	N/A
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
Indirect cost rate for the Federal award:	See Section 9 (d)
Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or “FDEM”), and St. Petersburg, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

i. Monitor and document Subrecipient performance; and

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Agency's Grant Manager for this Agreement is:

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Boriana Pollard
Address: One 4th Street North
St. Petersburg, FL 33701
Telephone: 727-893-7510
Email: boriana.pollard@stpete.org

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4834 - Hurricane Milton . Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

a. The score is made up of three components:
   i. 20% Baseline score for signing and returning the Request Form.
   ii. Up to a 40% score for completing the DRA.
   iii. Up to a 20% score for completing the PDQ.

b. Applicants who have received EMAP accreditation will receive an additional 5%.

c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.

d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent if this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.

e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.

f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all 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 Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
ii. Attachment B – Systems Access Form
iii. Attachment C – Certification Regarding Debarment
iv. Attachment D – Required Contract Provisions
v. Attachment E – Certification Regarding Lobbying
vi. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: St. Petersburg, City of

By: _____

(Signature)

Name: Thomas Greene

Title: Assistant City Administrator

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Alternate Governor's Authorized Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period
Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: St. Petersburg, City of

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Contact** (Full Access)
Name: Thomas Greene	Name: Boriana Pollard
Signature:	Signature:
Organization / Official Position: City of St. Petersburg, Assistant City Administrator	Organization / Official Position: City of St. Petersburg, City Auditor
Mailing Address: 175 5th St. N.	Mailing Address: One 4th Street N, 9th floor
City, State, Zip: St. Petersburg, FL 33701	City, State, Zip: St. Petersburg, FL 33701
Daytime Telephone: 727-893-7032	Daytime Telephone: 727-893-7510
E-mail Address: Tom.Greene@stpete.org	E-mail Address: Boriana.Pollard@stpete.org
Box 3: Alternate Contact (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Name: Amber Boulding	Name: Erika Langhans
Signature:	Signature:
Organization / Official Position: City of St. Petersburg, EM Manager	Organization / Official Position: City of St. Petersburg, CFO
Mailing Address: 400 9th Street South	Mailing Address: One 4th Street N, 5th floor
City, State, Zip: St. Petersburg, FL 33701	City, State, Zip: St. Petersburg, FL 33701
Daytime Telephone: 727-893-7683	Daytime Telephone: 727-892-5652
E-mail Address: Amber.Boulding@stpete.org	E-mail Address: Erika.Langhans@stpete.org
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Name:	Name:
Signature:	Signature:
Organization / Official Position:	Organization / Official Position:
Mailing Address:	Mailing Address:
City, State, Zip:	City, State, Zip:
Daytime Telephone:	Daytime Telephone:
E-mail Address:	E-mail Address:

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

_____

Subrecipient Authorized Representative Signature

_____

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: St. Petersburg, City of **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000424

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 103-63000-00

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Boriana Pollard, City Auditor
Name and Title

Internal Audit Deptartment, One 4th St. N.
Street Address

St. Petersburg, FL, 33701
City, State, Zip

_____
Date

St. Petersburg, City of
Subrecipient's Name

Z4327
FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,[4] must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.[5]

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. Termination for Cause and Convenience

Contracts for more than $10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.[6]

2.1 Applicability

This contract provision is required for procurements exceeding $10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

[4] *See* FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was $150,000.
[5] 2 C.F.R. Part 200, Appendix II, § A.
[6] *See* 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.[7]

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a "federally assisted construction contract."

3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

> (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

[7] *See* 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.[8] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.[9]

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,[10] Homeland Security Grant Program,[11] Nonprofit Security Grant Program,[12] Tribal Homeland Security Grant Program,[13] Port Security Grant Program,[14] Transit Security Grant Program,[15] Intercity Passenger Rail Program,[16] and Rehabilitation of High Hazard Potential Dams Program.[17] Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

[8] *See id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)
[9] 2 C.F.R. Part 200, Appendix II, § D.
[10] *See* section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).
[11] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).
[12] *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). *See, e.g.,* Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. *Compare id. with* section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSPG as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).
[13] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.
[14] *See* section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.
[15] *See* section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).
[16] *See* section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).
[17] *See* section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.[18]

- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.[19] *See* Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)[20] into any subcontracts.

- Follow the other requirements of the Davis-Bacon Act and implementing regulations.[21]

4.3 Required Language[22]

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.[23]

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.[24] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

[18] 2 C.F.R. Part 200, Appendix II, § D.
[19] 2 C.F.R. Part 200, Appendix II, § D.
[20] 29 C.F.R. § 5.5(a)(6).
[21] 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.
[22] 29 C.F.R. § 5.5(a).
[23] 29 C.F.R. § 5.5(a)(1), (6).
[24] *See id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.[25]

5.1 Applicability

For all prime construction contracts above $2,000, when the Davis-Bacon Act also applies,[26] NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.[27] This requirement applies to all prime construction contracts above $2,000 in situations where the Davis-Bacon Act also applies.[28] In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.[29] According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.[30] Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.

- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.[31]

- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.[32]

[25] *See* 29 C.F.R. § 3.1.
[26] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).
[27] 2 C.F.R. Part 200, Appendix II, § D.
[28] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).
[29] *See* 29 C.F.R. § 3.11.
[30] 29 C.F.R. § 5.5(a)(5).
[31] *See* 2 C.F.R. Part 200, Appendix II, § D.
[32] *See* 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland "Anti-Kickback" Act and implementing regulations.[33]

5.3 Suggested Language

The following provides a sample contract clause:

> "Compliance with the Copeland "Anti-Kickback" Act.
>
> Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
>
> Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. Contract Work Hours and Safety Standards Act

Where applicable,[34] all contracts awarded by the NFE of more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.[35] Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work.[36] These requirements *do not* apply to

[33] 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.
[34] *See* 40 U.S.C. §§ 3701-3708.
[35] 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, § E.
[36] 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[37]

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.[38]

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

> "Compliance with the Contract Work Hours and Safety Standards Act.
>
> (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
>
> (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
>
> (3) *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

[37] 2 C.F.R. Part 200, Appendix II, § E.
[38] 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement[39] and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

[39] Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over $150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act[40] and the Federal Water Pollution Control Act.[41] Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).[42]

8.1 Applicability

This contract provision is required for all procurements over $150,000.

8.2 Suggested Language

The following provides a sample contract clause:

"Clean Air Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

[40] 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.
[41] 33 U.S.C. §§ 1251-1387, as amended.
[42] 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (**insert name of the non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to assure notification to the (**insert name of the pass-through entity, if applicable**), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.[43] Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.[44]

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for $25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.[45]

NFEs, even for procurements under $25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.[46]

[43] 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
[44] 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.
[45] 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.
[46] 2 C.F.R. § 200.318(h). For contracts and subcontracts under $25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.[47]

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.[48] SAM Exclusions can be accessed at www.sam.gov.[49]

In general, an "excluded" party cannot receive a federal grant award or a contract considered to be a "covered transaction," which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.[50]

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least $25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for $25,000 or more.[51]

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified[52]:

[47] *See* 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. *See also* 2 C.F.R. Parts 180, 3000.
[48] *See* 2 C.F.R. Part 200, Appendix II, § H.
[49] 2 C.F.R. § 180.530.
[50] The regulations at 2 C.F.R. Parts 180 and 3000 are titled "nonprocurement" because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term "covered transactions" under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.
[51] *See* 2 C.F.R. §§ 180.220, 3000.220.
[52] Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to entire into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

"Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than $100,000, and their contractors who intend to award subcontracts of more than $100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than $100,000 must also file the required certification regarding lobbying.[53]

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

[53] *See* 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.[54] Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.[55]

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than $100,000, and for subcontracts of more than $100,000.

10.2 Suggested Language

The following provides a sample contract clause:

> "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
>
> > Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

> "APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
>
> Certification for Contracts, Grants, Loans, and Cooperative Agreements
>
> The undersigned certifies, to the best of his or her knowledge and belief, that:
>
> > No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

[54] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.
[55] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.[56] Applicable NFEs must include a contract provision requiring compliance with this requirement.[57] This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than $10,000.[58] Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines[59] that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than $10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than $10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.[60]

11.3 Suggested Language

The following provides a sample contract clause:

> "In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

[56] Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.
[57] *See* 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).
[58] *See* 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.
[59] 40 C.F.R. Part 247.
[60] 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing forcompliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.[61] FEMA strongly encourages the use of this contract clause for any contracts where

[61] 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

"Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.[62]

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.[63]

13.2 Suggested Language

The following provides a sample contract clause:

> "Domestic Preference for Procurements
>
> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
>
> For purposes of this clause:
>
> *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

[62] *See* 2 C.F.R. § 200.322.
[63] 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient or contractor, City of St. Petersburg, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Subrecipient/contractor's Authorized Official

Thomas Greene, Assistant City Administrator
_____
Name and Title of Subrecipient/contractor's Authorized Official

_____
Date

ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign County of Concern does not have a Controlling Interest in the entity.

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

Printed Name:

Title:

Signature:

Date:

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee, or other relevant committee, for a discussion on minimum requirements for new construction in the stormwater floodplain areas. (Councilmember Hanewicz)
Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council

DATE: October 31, 2024

COUNCIL DATE: November 7, 2024

RE: Referral to the Housing, Land Use, and Transportation Committee for a Discussion on Minimum Requirements for New Construction in the Stormwater Floodplain Areas.

ACTION DESIRED:
Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee, or other relevant committee, for a discussion on minimum requirements for new construction in the stormwater floodplain areas.

Lisset Hanewicz
Council Member, District 4

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a report to the City Council on Tropicana Field damage and storm-related costs, including remediation and mitigation, at the November 21, 2024, City Council meeting. (Councilmember Gabbard)
Please scroll down to view the backup material.



G-2

CITY COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council

DATE: October 31, 2024

COUNCIL DATE: November 7, 2024

RE: Report to the City Council on Tropicana Field Damage and Storm-Related Costs, Including Remediation and Mitigation, at the November 21, 2024 City Council Meeting.

ACTION DESIRED:
Respectfully requesting a report to the City Council on Tropicana Field damage and storm-related costs, including remediation and mitigation, at the November 21, 2024, City Council meeting.

Council Member Brandi Gabbard
District 2

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1663
Please scroll down to view the backup material.



J-1

ST. PETERSBURG CITY COUNCIL

MEETING OF: NOVEMBER 7, 2024

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number (s) **LCA 1663**

EXPLANATION: The Sanitation Department has cleared the following number of properties under Chapter 16 of the St. Petersburg City Code. The interest rate is **8%** per annum on the unpaid balance.

LCA:	**1663**
NUMBER OF STRUCTURES	**55**
ASSESSABLE AMOUNT:	**$11,895.48**

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **$11,895.48** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:_____

COUNCIL ACTION:_____

FOLLOW-UP:_____ **AGENDA NO.**_____

LOT CLEARING NUMBER 1663

COST / FUNDING / ASSESSMENT INFORMATION

CATEGORY ASSESSED	AMOUNT TO BE ASSESSED
LOT CLEARING COST	**$8,320.48**
ADMINISTRATIVE FEE	**$ 3,575.00**
TOTAL:	**$11,895.48**

Special Assessments Division
FINAL ASSESSMENT ROLL
11-07-2024

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1663 81130	BORA BUSINESS LLC 8051 N TAMIAMI TRL STE E6 SARASOTA FL 342432067	25 31 16 00648 000 0070 ALMA HEIGHTS REV LOT 7 & W 8.37 FT OF LOT 6	920 10TH AVE S	184.38
LCA 1663 81131	LANE, RICHARD 1915 47TH ST S SAINT PETERSBURG FL 337112936	28 31 16 02052 000 0180 BACK BAY MANOR LOT 18	1915 47TH ST S	224.47
LCA 1663 81132	VOLLMER, MARY M 530 62ND AVE S SAINT PETERSBURG FL 337055714	07 32 17 02304 000 0070 BAHAMA VIEW LOT 7	530 62ND AVE S	184.38
LCA 1663 81133	DUKE ENERGY FLORIDA, INC PO BOX 37996 CHARLOTTE NC 282377996	21 31 16 07182 002 0070 BELLECREST HEIGHTS BLK 2, LOT 7	*NONE	184.38
LCA 1663 81134	R A B LAND HOUSING LLC PO BOX 487 SAINT PETERSBURG FL 337310487	22 31 16 08352 003 0100 BETHWOOD TERRACE BLK 3, LOT 10	3910 1ST AVE S	224.47
LCA 1663 81135	OHANA LENDING GROUP LLC 439 GRAND DR UNIT 301 BIG FORK MT 599113614	27 31 16 09576 001 0070 BOCA CEIGA HEIGHTS BLK A, LOT 7	1901 43RD ST S	224.47
LCA 1663 81136	BEACHUM, BEATRICE W 935 POST AVE ROCHESTER NY 146192313	25 31 16 10656 000 0050 BOZEMAN'S SUB S 50FT OF LOT 5	1363 14TH ST S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1663 81137	2 TALL VILLAGES LLC 2537 17TH AVE S SAINT PETERSBURG FL 337122612	26 31 16 12618 000 0620 BRYN MAWR NO. 1 LOTS 62 & E 40 FT OF LOT 61	2440 17TH AVE S	184.38
LCA 1663 81138	AZZAM PROPERTIES CORP TRE AZP NORTH LAND TRUST 1000 N WEST ST STE 1200 WILMINGTON DE 198011058	21 31 16 14562 003 0150 CENTRAL PARK REV BLK 3, N 50FT OF LOTS 15 AND 16	212 48TH ST N	184.38
LCA 1663 81139	ORANGE, EMMANUEL B 119 48TH ST N SAINT PETERSBURG FL 337138156	21 31 16 14562 005 0080 CENTRAL PARK REV BLK 5, LOT 8	119 48TH ST N	184.38
LCA 1663 81140	MITCHELL, CORA L 5923 11TH ST E BRADENTON FL 342036905	25 31 16 15012 000 0170 CHEROKEE SUB LOT 17	1022 13TH AVE S	264.56
LCA 1663 81141	IMH 4 LLC 1922 FOREST VIEW DR PALM HARBOR FL 346836608	25 31 16 15012 000 0280 CHEROKEE SUB LOT 28 & S 1/2 OF LOT 29 (PER O.R. 12567/760 & O.R. 13075/1742)	1125 13TH AVE S	184.38
LCA 1663 81142	1123 13TH AVE S LAND TRUST CORPORATE MIDWEST INVESTMENT TRE 7901 4TH ST N STE 8648 SAINT PETERSBURG FL 337024305	25 31 16 15012 000 0300 CHEROKEE SUB LOT 30	1123 13TH AVE S	184.38
LCA 1663 81143	DELL, ROBERT M DELL, JACLYN B 2611 39TH AVE N SAINT PETERSBURG FL 337143931	02 31 16 16344 005 0150 CLEAR VISTA BLK 5, LOT 15	2611 39TH AVE N	184.38

Special Assessments Division
FINAL ASSESSMENT ROLL
11-07-2024

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1663 81144	WAZENEGGER, D H PO BOX 10325 SAINT PETERSBURG FL 337330325	02 31 16 16344 006 0170 CLEAR VISTA BLK 6, LOTS 17 AND 18	3918 25TH ST N	264.56
LCA 1663 81145	FORTUNATO, PETER TRE PO BOX 8804 MADEIRA BEACH FL 337388804	07 31 17 17028 025 0170 COFFEE POT BAYOU ADD REPLAT OF BLK 25 BLK 25, LOT Q	117 35TH AVE N	224.47
LCA 1663 81146	UNITED WEALTH BUILDERS LLC 2526 W TAMPA BAY BLVD TAMPA FL 336076835	23 31 16 17442 004 0100 COLONIAL PLACE REV BLK 4, LOT 10 & W 5FT OF LOT 11	2751 3RD AVE S	224.47
LCA 1663 81147	DOMAIN HOMES INC 3104 ARMENIA AVE STE 2 TAMPA FL 33607	11 31 16 17892 002 0230 COOLIDGE PARK BLK 2, LOTS 23 AND 24	2729 36TH AVE N	264.56
LCA 1663 81148	SOLON INVESTMENTS LLC 9251 98TH AVE SEMINOLE FL 337771725	16 31 16 18990 001 0040 CRESTMONT BLK 1, LOT 4 & W 5FT OF LOT 3	5229 5TH AVE N	184.38
LCA 1663 81149	VM MASTER ISSUER LLC 5001 PLAZA ON THE LK STE 200 AUSTIN TX 787461053	25 31 16 19350 001 0140 CROMWELL HEIGHTS BLK A, LOT 14	919 19TH AVE S	264.56
LCA 1663 81150	HOLIAN, SUSANNE HOLIAN, SUSANNE F LIVING TRUST REM 10843 SW CANDLEWOOD RD PORT ST. LUCIE FL 349872140	02 32 16 20143 001 0020 CURLEY'S SECOND REPLAT BLK 1, LOT 2 LESS S 165.58 FT	4000 34TH ST S	264.56

Special Assessments Division
FINAL ASSESSMENT ROLL
11-07-2024

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1663 81151	BOHMAN, JOHN K 6925 8TH AVE N SAINT PETERSBURG FL 337106816	17 31 16 23634 028 0060 EAGLE CREST BLK 28, E 50FT OF LOT 6 & W 30FT OF LOT 7 (SEE S 18- 31-16 MAP)	6924 9TH AVE N	184.38
LCA 1663 81152	FLOURISH LAND INVESTMENTS LLC 2912 12TH ST N SAINT PETERSBURG FL 337042500	23 31 16 24138 011 0120 EAST ROSELAWN BLK 11, LOT 12	FAIRFIELD AV	264.56
LCA 1663 81153	FLOURISH LAND INVESTMENTS LLC 2912 12TH ST N SAINT PETERSBURG FL 33704	23 31 16 24138 011 0130 EAST ROSELAWN BLK 11, LOT 13	2943 FAIRFIELD AVE S	224.47
LCA 1663 81154	1748 31ST AVENUE N LLC 65 MADISON AVE STE 440 MORRISTOWN NJ 079607307	12 31 16 27846 004 0020 FIRST GOWDY SUB BLK 4, LOT 2 & W 27.5FT OF LOT 3	1748 31ST AVE N	264.56
LCA 1663 81155	HARD ROCK EXTERIORS LLC 9100 OVERLAND TRL FLUSHING MI 484331225	14 31 16 27954 001 0250 FLAG SUB BLK 1, LOT 25	2211 15TH AVE N	264.56
LCA 1663 81156	DEVMAR SKY ST PETE LLC 360 CENTRAL AVE STE 800 ST PETERSBURG FL 337013984	24 31 16 29718 007 0070 FULLER'S SUB BLK 7, LOT 7	1648 BURLINGTON AVE N	184.38
LCA 1663 81157	DEVMAR SKY ST PETE LLC 360 CENTRAL AVE STE 800 ST PETERSBURG FL 337013984	24 31 16 29718 007 0080 FULLER'S SUB BLK 7, LOT 8	1662 BURLINGTON AVE N	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1663 81158	USA HOUSING & URBAN DEV 451 7TH ST SW WASHINGTON DC 204130001	25 31 16 31248 000 0150 GLENWOOD HEIGHTS LOT 15	960 JAMES AVE S	224.47
LCA 1663 81159	A R K A HOMES 2 LLC 16310 MUIRFIELD DR ODESSA FL 335565423	31 31 17 32796 000 0790 GRAND VIEW PARK LOTS 79 & 81 LESS 6FT X 10 FT T/A OF SE COR OF LOT 81 FOR RD R/W	625 38TH AVE S	344.74
LCA 1663 81160	GREAT NATION INVESTMENTS LLC 1 OAKLYN CT POTOMAC MD 208543933	35 31 16 48060 002 0010 LAKE MAGGIORE HEIGHTS BLK B, LOT 1	2333 22ND ST S	184.38
LCA 1663 81161	8016 PROPERTIES LLC 9300 CONROY WINDERMERE RD UNIT 3243 WINDERMERE FL 347865150	01 32 16 49248 002 0080 LAKEWOOD COUNTRY CLUB ESTATES BLK 2, LOT 8	5340 CAROLONA WAY S	224.47
LCA 1663 81162	RUBEC, PETER J RUBEC, LOUISE A 2335 MURILLA WAY S SAINT PETERSBURG FL 337123813	35 31 16 49842 002 0220 LAMPARILLA SUB BLK B, LOT 22	2335 MURILLA WAY S	184.38
LCA 1663 81163	ROBINSON-FRAZIER, TERESA ROBINSON, LISA 1734 38TH AVE N SAINT PETERSBURG FL 337131949	27 31 16 49878 006 0130 LANE'S, PAT RESUB BLK 6, LOT 13 & E 1/2 OF LOT 14	3845 14TH AVE S	184.38
LCA 1663 81164	YOUNG, LOUISE EST 105 ROMA AVE BUFFALO NY 142153569	25 31 16 59688 000 0420 NEBRASKA TERRACE LOTS 42 AND 43	1664 12TH AVE S	264.56

Special Assessments Division
FINAL ASSESSMENT ROLL
11-07-2024

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1663 81165	SKYWAY MACHINERY LLC 11940 ROYCE WATERFORD CIR TAMPA FL 336263312	21 31 16 63504 007 0040 OAK RIDGE NO. 2 BLK 7, LOT 4	5032 DARTMOUTH AVE N	184.38
LCA 1663 81166	ROBERTS, UTE 5551 5TH AVE N SAINT PETERSBURG FL 337108001	16 31 16 63522 001 0180 OAK RIDGE NO. 3 BLK A, LOT 18	5551 5TH AVE N	184.38
LCA 1663 81167	SAFRAH HOLDING LLC 4532 W KENNEDY BLVD STE 530 TAMPA FL 336092042	14 31 16 68184 006 0080 PELHAM MANOR NO. 1 BLK 6, LOT 8	2837 18TH AVE N	264.56
LCA 1663 81168	HERSEY-JAMES, CLARISSA EST 1795 17TH ST S SAINT PETERSBURG FL 337122813	25 31 16 68760 000 0010 PHOENIX PARK N 83FT OF LOT 1 & E 75FT OF LOT 2 & E 75FT OF N 55 FT OF UNNUMBERED TRACT	1795 17TH ST S	224.47
LCA 1663 81169	STEVENSON, KIMBERLY 2616 COVE CAY DR UNIT 904 CLEARWATER FL 337601318	11 31 16 72558 003 0230 PONCE DE LEON PARK BLK 3, LOT 23	3600 28TH ST N	264.56
LCA 1663 81170	STODDARD, GERALD EST 3474 16TH AVE S SAINT PETERSBURG FL 337112811	27 31 16 75402 000 1250 RIDGEWOOD TERRACE LOT 125	3474 16TH AVE S	224.47
LCA 1663 81171	LAWRENCE, HENRY 2110 2ND AVE E PALMETTO FL 342213310	27 31 16 75402 000 1310 RIDGEWOOD TERRACE LOT 131	3526 16TH AVE S	224.47

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1663 81172	TRB DEVELOPMENT ST PETERSBURG LLC 400 6TH ST S SAINT PETERSBURG FL 337014437	23 31 16 78390 003 0060 ST PETERSBURG INVESTMENT CO SUB BLK 3, LOT 6	2440 5TH AVE N	184.38
LCA 1663 81173	TRB DEVELOPMENT ST PETERSBURG LLC 400 6TH ST S SAINT PETERSBURG FL 337014437	23 31 16 78390 003 0070 ST PETERSBURG INVESTMENT CO SUB BLK 3, LOT 7	2448 5TH AVE N	184.38
LCA 1663 81174	TRB DEVELOPMENT ST PETERSBURG LLC 400 6TH ST S SAINT PETERSBURG FL 337014437	23 31 16 78390 003 0080 ST PETERSBURG INVESTMENT CO SUB BLK 3, LOT 8	2460 5TH AVE N	184.38
LCA 1663 81175	MERZ, ANDREAS PO BOX 442 CORTEZ FL 342150442	23 31 16 78390 022 0140 ST PETERSBURG INVESTMENT CO SUB BLK 22, LOT 14	2417 1ST AVE S	224.47
LCA 1663 81176	SPINDLER, LELAND TRE LSS TRUST OF 2011 433 OGLE CIR COSTA MESA CA 926273226	04 31 17 81450 005 0130 SHOREACRES CENTER BLK 5, LOT 13	1894 MISSISSIPPI AVE NE	184.38
LCA 1663 81177	WEINS, DAWN L 3725 28TH AVE N SAINT PETERSBURG FL 337133447	10 31 16 82152 005 0130 SIRMONS ESTATES BLK 5, LOT 13	3737 28TH AVE N	264.56
LCA 1663 81178	FILIKI LLC 44 LEEWARD IS CLEARWATER FL 337672301	08 31 17 83574 000 4070 SNELL ISLE BRIGHTBAY UNIT 3 LOTS 407 AND 408	1020 SNELL ISLE BLVD NE	184.38

Special Assessments Division
FINAL ASSESSMENT ROLL
11-07-2024

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1663 81179	SMOAK, THOMAS KELLY SMOAK, MARY ELIZABETH 200 2ND AVE S UNIT 358 SAINT PETERSBURG FL 337014313	25 31 16 85140 000 0300 STANLEY HEIGHTS LOT 30	1045 MELROSE AVE S	184.38
LCA 1663 81180	PINK ELEPHANT PROPERTIES LLC 1011 E CUMBERLAND AVE UNIT 901 TAMPA FL 336024264	36 31 16 91989 000 0110 TRELAIN ADD LOT 11	2355 TRELAIN DR S	264.56
LCA 1663 81181	PASSLEY, LEO SR PASSLEY, JOAN 4347 52ND AVE S SAINT PETERSBURG FL 337114693	25 31 16 94968 000 0220 WASHINGTON'S SUB, J.G. LOT 22 LESS THAT PART DESC IN O.R. 2095/353	1000 UNION ST S	184.38
LCA 1663 81182	CRESTVIEW 100 LLC 669 W LUMSDEN RD BRANDON FL 33511	22 31 16 96192 003 0120 WEST CENTRAL AVE SUB BLK C, LOTS 12 AND 13 LESS STS	3627 1ST AVE S	224.47
LCA 1663 81183	EDEOGU, HENRY 463 CMR 480 APO AE 09128	21 31 16 96588 001 0020 WESTMINSTER PLACE BLK 1, LOT 2	5210 1ST AVE S	224.47
LCA 1663 81184	WADE, JAMES M 1838 24TH AVE N SAINT PETERSBURG FL 337134440	12 31 16 98748 000 0900 WOODHURST EXT LOT 90	1828 24TH AVE N	175.00

TOTAL NUMBER OF ASSESSMENTS: 55 TOTAL ASSESSMENT AMOUNT: 11,895.48

A RESOLUTION CONFIRMING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1663 ("LCA 1663") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY UPON WHICH SUCH COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR INTEREST RATE(S) ON UNPAID BALANCES; ACKNOWLEDGING THAT NOTICE(S) OF LIEN(S) WILL BE FILED BY THE POD IN THE OFFICE OF THE CITY CLERK AND MAY BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No.1663 ("LCA 1663") have been submitted by the POD (i.e., person officially designated) to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council met at the time and place specified in the notice and heard any and all objections that any affected party wished to offer as to why said assessments should not be made final.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No.1663 ("LCA 1663") as liens against the respective real property upon which such costs were incurred and that pursuant to Section 16.40.060.4.4 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes.

BE IT FURTHER RESOLVED that the unpaid balance of the principal amount of any liens against the respective real property listed on LCA 1663 shall bear interest at the rate of (i) 8% per annum beginning 30 days after the effective date of this Resolution and (ii) 12% per annum beginning one year after the effective date of this Resolution.

BE IT FURTHER RESOLVED that this Council acknowledges that notice(s) of the lien(s) will be filed by the POD in the office of the City Clerk and may be recorded in the public records of the County.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00770575

The following page(s) contain the backup material for Agenda Item: Ordinance 596-H, an ordinance of the City of St. Petersburg, Florida amending City Code Section 20-74 sleeping in or on right-of-way to remove subsection (d) and renumber accordingly; creating compliance with state law; providing for severability; and providing an effective date.
Please scroll down to view the backup material.



J-2

M E M O R A N D U M

TO: **Honorable City Council Chair Deborah Figgs-Sanders and Members of City Council**

FROM: **Joseph P. Patner, Executive Assistant City Attorney**

DATE: **August 28, 2024**

RE: **AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CITY CODE SECTION 20-74 SLEEPING IN OR ON RIGHT-OF-WAY TO REMOVE SUBSECTION (D) AND RENUMBER ACCORDINGLY; CREATING COMPLIANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDEING AN EFFECTIVE DATE.**

Attached please find the proposed amendments to Code 20-74. This change conforms the ordinance with new state and federal law.

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CITY CODE SECTION 20-74 SLEEPING IN OR ON RIGHT-OF-WAY TO REMOVE SUBSECTION (D) AND RENUMBER ACCORDINGLY; CREATING COMPLIANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION ONE. Section 20-74 of the St. Petersburg City Code is herby amended to remove subsection (d) in its entirety and to read as follows:

Sec. 20-74. Sleeping in or on right-of-way.

(a) It shall be unlawful and a violation of the Code for any person to:

(1) sleep in or on (i) any part of the right-of-way, which shall include any public sidewalk, or (ii) any public path for vehicular or pedestrian travel within the municipal pier district; or,

(2) engage in public camping as defined by F.S. 125.0231.

(b) A Law Enforcement Officer observing a violation of subsection (a) of this section, shall inquire of the person violating this section if the person has legally existing available shelter space, either owned or available for use by the individual, and if the person has such available space and agrees to travel, begins to travel immediately and continues to travel until reaching such shelter space, the person shall not be charged with a violation of this section.

(c) If shelter space is available at a shelter within the City or within three miles of the borders of the City and such shelter space is known to be available by a Law Enforcement Officer observing a violation of subsection (a) of this section, the Officer shall advise the person of the violation and, when necessary and when available, afford the person the opportunity to be transported to the shelter with any personal items requested to be removed by the individual, provided the shelter will accept the person. The person shall not be charged with a violation of this section if the person agrees to be transported to the shelter. If the shelter space is outside the borders of the City, public or other transportation will be made available to the individual at the shelter space so that the individual can travel to locations within the City which are necessary to the individual.

~~(d) If the Officer is not aware of available shelter space within the City or within three miles of the borders of the City, the person shall not be charged with a violation of this section.~~

(d~~e~~) It shall not be a violation of this subsection for a passenger to be asleep while traveling in the right-of-way if they are being transported by another in or on any device or by any method otherwise legally permitted in the part of the right-of-way being used for such travel.

(e~~f~~) After meeting the requirements above, the provisions of section 1-7 shall apply to each violation.

SECTION TWO. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

SECTION THREE. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

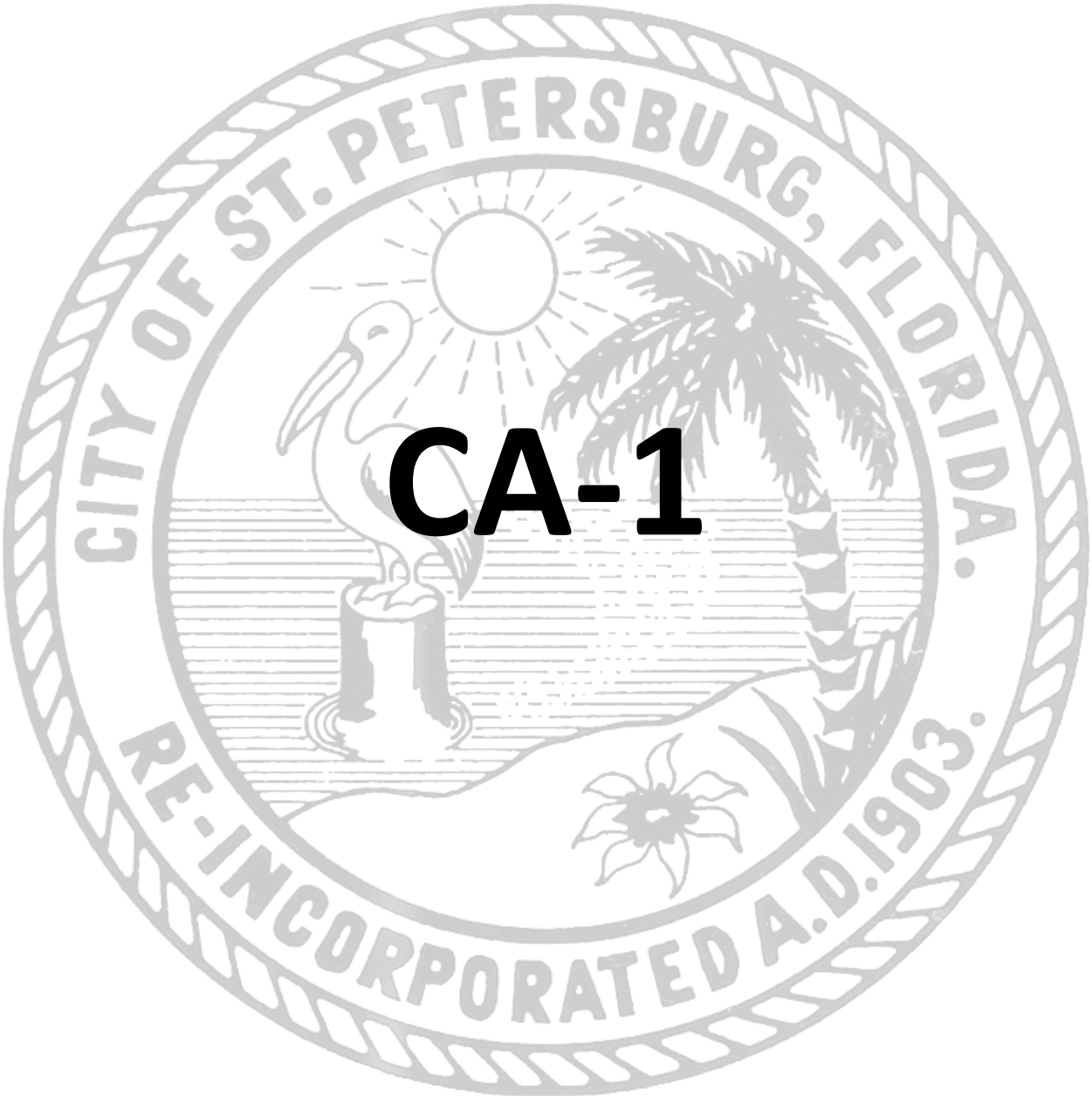
SECTION FOUR. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is required for compliance with federal or state law or regulation. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

SECTION FIVE. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:

/s/ Joseph P. Patner
Assistant City Attorney
(00758986)

The following page(s) contain the backup material for Agenda Item: Approving the purchase of 80 electric golf carts from Textron E-Z-GO LLC, for the Golf Courses Department, in the amount of $544,883.20; approving a supplemental appropriation in the amount of $544,884 from the unappropriated balance of the Golf Course Operating Fund (4061) to the Golf Courses Department, Administration Division (630.2473); and providing an effective date.
Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 7, 2024

To: The Honorable Council Deborah Figgs-Sanders, Chair, and Members of City Council

Subject: Approving the purchase of 80 electric golf carts from Textron E-Z-GO LLC, for the Golf Courses Department, in the amount of $544,883.20; approving a supplemental appropriation in the amount of $544,884 from the unappropriated balance of the Golf Course Operating Fund (4061) to the Golf Courses Department, Administration Division (630.2473); and providing an effective date.

Explanation: The vendor will furnish and deliver 80 model year 2025 electric golf carts. The new golf carts are replacing existing model year 2020 and model year 2016 golf carts which have reached the end of their useful life. New golf cart and trade-in golf cart pricing is based upon the awarded vendor, Textron E-Z-GO LLC's, response to Sourcewell's RFP No. 122220 dated December 22, 2020. The resulting Contract No. is 122220-JCS, and the contract's period of performance is January 26, 2021 through January 29, 2025. The existing golf carts will be traded-in to the supplier for a total allowance of $149,200.

The Procurement and Supply Management Department, in cooperation with the Golf Courses Department, recommends for award:

Textron E-Z-GO LLC (Augusta, GA) …. $544,883.20

This purchase is being made in accordance with Section 2-198(b) of the Procurement Code, which authorizes the POD, to utilize a contract of other entities, including other local governments in Florida, state governments, local governments in other states, federal agencies of the United States, consortiums, and any not-for-profit entity comprised of more than one such unit, provided that such contract was awarded by the other entity on the basis of a competitive process substantially equivalent to those specified in this division. The Procurement and Supply Management Department has reviewed the applicable solicitation and determined (i) that the agreement was awarded on the basis of competitive process substantially equivalent to the one specified in the City's Procurement Code and (ii) that it is in the best interest of the City to utilize this agreement.

Cost/Funding/Assessment Information: Funds will be available after approval of a supplemental appropriation in the amount of $544,884 from the unappropriated balance of the Golf Course Operating Fund (4061) to the Golf Courses Department, Administration Division (630.2473).

Attachments: Resolution

RESOLUTION NO. 2024-___

A RESOLUTION APPROVING THE PURCHASE OF EIGHTY (80) ELECTRIC GOLF CARTS FROM TEXTRON E-Z-GO LLC FOR THE GOLF COURSES DEPARTMENT IN THE AMOUNT OF $544,883.20 UTILIZING SOURCEWELL CONTRACT NO. 12220-JCS, DATED JANUARY 26, 2021 AS AUTHORIZED BY SECTION 2-198 OF THE ST. PETERSBURG CITY CODE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $544,884 FROM THE UNAPPROPRIATED BALANCE OF THE GOLF COURSE OPERATING FUND (4061) TO THE GOLF COURSES DEPARTMENT, ADMINISTRATION DIVISION (630.2473); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase eighty (80) 2025 electric golf carts for the Golf Courses Department; and

WHEREAS, Section 2-198 of the St. Petersburg City Code authorizes the City to piggyback utilizing contracts of other entities, including other local governments in Florida, state governments, local governments in other states, federal agencies of the United States, consortiums and any not-for-profit entity comprised of more than one such unit when to do so is in the best interest of the City; and

WHEREAS, Textron E-Z-GO LLC has met the specifications, terms and conditions of Sourcewell Contract 12220-JCS dated January 26, 2021; and

WHEREAS, funding for this purchase will be available after City Council approval of a supplemental appropriation in the amount of $544,884 from the unappropriated balance of the Golf Course Operating Fund (4061) to the Golf Courses Department, Administration Division (630.2473); and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Golf Courses Department, recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the purchase of eighty (80) electric golf carts from Textron E-Z-GO LLC for the Golf Courses Department in the amount of $544,883.20 utilizing Sourcewell Contract

12220-JCS dated January 26, 2021 as authorized by section 2-198 of the St. Petersburg City Code is hereby approved.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Golf Courses Operating Fund (4061) the following supplemental appropriation for fiscal year 2025:

Golf Courses Operating Fund (4061)	
Golf Courses Department, Administration Division (650-2473)	$544,884

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00773759

DEPARTMENT:

Kenneth Betz

BUDGET:

Approvals - gcc
Report • Printed on October 17, 2024

Approved

071.77 Golf Carts, Mangrove Bay, November 7, 2024 (CC)

Please view, edit, and/or approve in Teams Approvals asap.

Thanks.

Attachments

071.77 Golf Carts, Mangrove Ba
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Final status: Approved

MJ **Step 4: Approved by**
Michael J. Jefferis 10/17/2024 2:53:38 PM

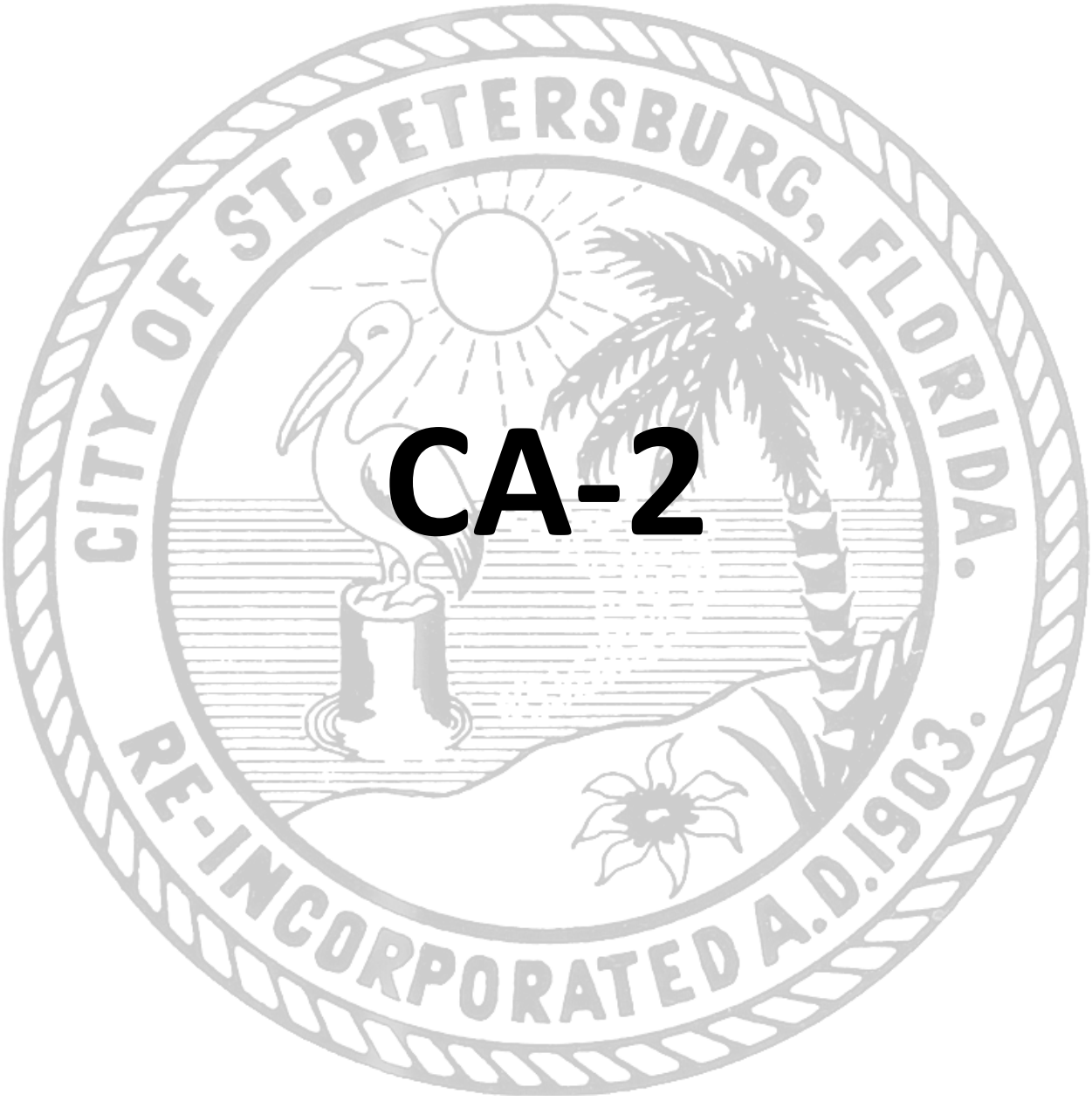
KB **Step 3: Approved by**
Kenneth M. Betz 10/17/2024 2:34:24 PM

SS **Step 2: Approved by**
Stephanie N. Swinson 10/17/2024 2:32:55 PM

LS **Step 1: Approved by**
Lance N. Stanford 10/17/2024 1:55:57 PM

CC **Requested by**
Christiaan A. Cavallaro 10/17/2024 1:54:54 PM

The following page(s) contain the backup material for Agenda Item: Approving the award of a three-year blanket purchase agreement with Great Bay Distributors, Inc., J.J. Taylor Distributing Florida, Inc., and Cheney Bros., Inc., for food and beverage for resale, in the amount of $585,000.
Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 7, 2024

To: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

Subject: Approving the award of a three-year blanket purchase agreement with Great Bay Distributors, Inc., J.J. Taylor Distributing Florida, Inc., and Cheney Bros., Inc., for food and beverage for resale, in the amount of $585,000.

Explanation: The vendors provide alcoholic beverages and food for resale at city concessions. The golf courses will be the primary user of the blanket purchase agreements.

The Procurement and Supply Management Department, in cooperation with the Golf Courses Department, recommends for award:

Food and Beverage Resale.....$585,000

Great Bay Distributors, Inc. (St. Petersburg, FL)
J.J. Taylor Distributing Florida, Inc. (Jupiter, FL)
Cheney Bros., Inc. (Riviera Beach, FL)
(Three years @ $195,000 per year)

This purchase is being made in accordance with Section 2-186 (a) (b) of the Procurement Code, which exempts groceries, foodstuffs, alcoholic beverages, and merchandise for resale in city operated concessions and retail shops from the competitive bidding process. A blanket purchase agreement will be issued for the initial three-year term and will be binding only for actual good delivered. The agreement has one, two-year renewal option.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Golf Courses Operating Fund (4061), Golf Course Department (630), various divisions.

Attachments: Resolution

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING THE AWARD OF THREE-YEAR BLANKET PURCHASE AGREEMENTS WITH A TWO-YEAR RENEWAL OPTION TO (I) GREAT BAY DISTRIBUTORS, INC., (II) J. J. TAYLOR DISTRIBUTING FLORIDA, INC., AND (III) CHENEY BROS., INC. FOR FOOD AND BEVERAGES FOR RESALE AT A TOTAL COMBINED AMOUNT FOR THE AGREEMENTS NOT TO EXCEED $585,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to enter into agreements for food and alcoholic beverages for resale at city concessions for the Golf Courses Department; and

WHEREAS, Section 2-186 (a) of the St. Petersburg City Code exempts the procurement of groceries, foodstuffs, and alcoholic beverages from the competitive bidding process; and

WHEREAS, Administration desires to enter into three-year blanket purchase agreements with a two-year renewal option with Great Bay Distributors, Inc., J. J. Taylor Distributing Florida, Inc., and Cheney Bros., Inc. for food and beverage for resale at a total combined amount not to exceed $585,000 for the initial term; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Golf Courses Department, recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of three-year blanket purchase agreements with a two-year renewal option to (i) Great Bay Distributors, Inc., (ii) J. J. Taylor Distributing Florida, Inc., and (iii) Cheney Bros., Inc. for food and beverages for resale at a total combined amount for the agreements not to exceed $585,000 for the initial term is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate these transactions.

This resolution shall become effective immediately upon its adoption.

LEGAL: Sarah Lucker

DEPARTMENT:

Approvals - gcc
Report • Printed on October 17, 2024

Approved

393-34 Food and Beverage for Resale, November 7, 2024 (CC)

Please view, edit, and/or approve in Teams Approvals asap.

Thanks.

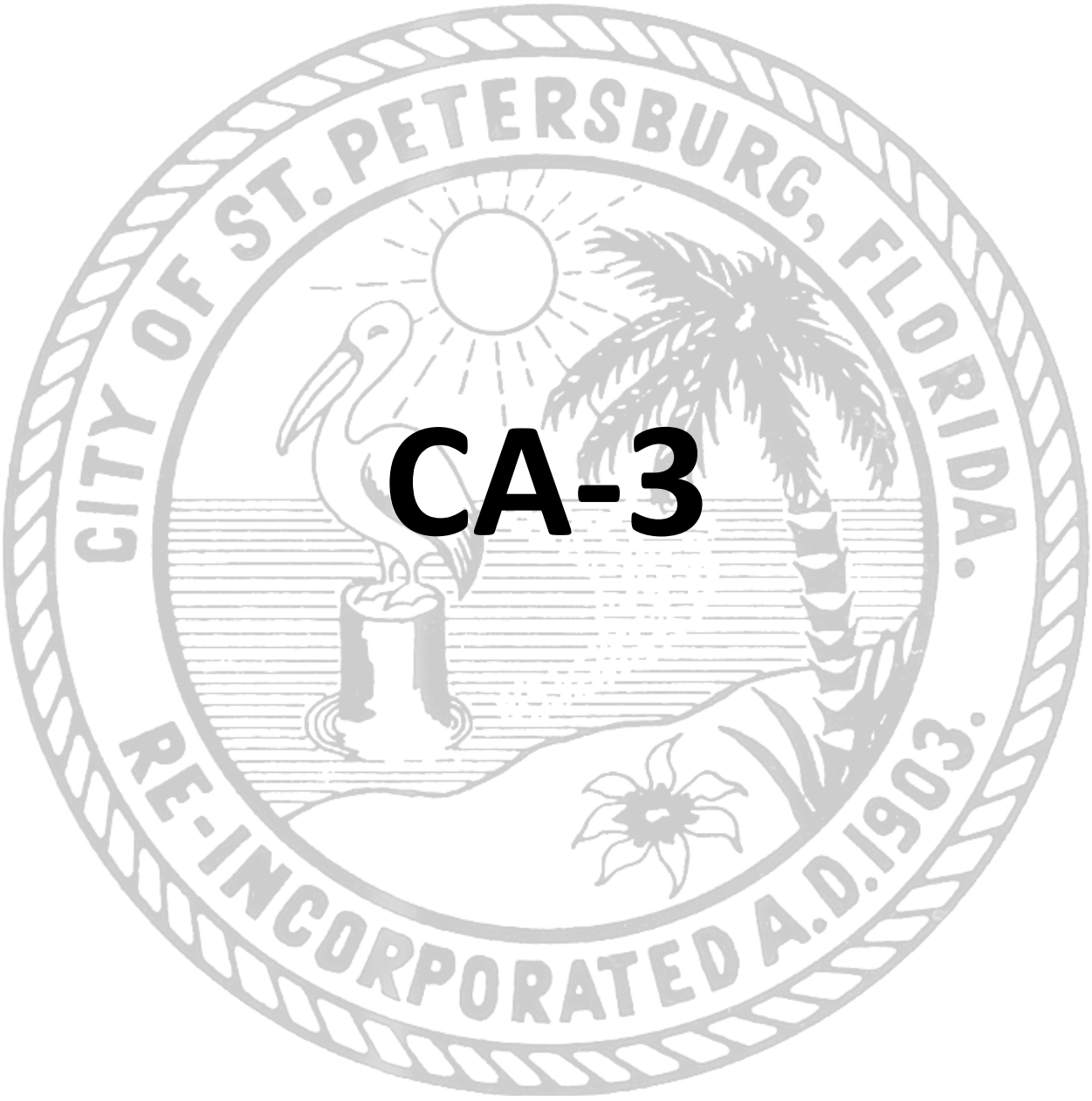
Attachments

393-34 Food and Beverage for
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Final status: Approved

MJ	Step 4: Approved by Michael J. Jefferis	10/17/2024 2:53:16 PM
KB	Step 3: Approved by Kenneth M. Betz	10/17/2024 10:35:52 AM
SS	Step 2: Approved by Stephanie N. Swinson	10/16/2024 10:57:01 AM
LS	Step 1: Approved by Lance N. Stanford	10/16/2024 10:56:12 AM
CC	Requested by Christiaan A. Cavallaro	10/16/2024 10:02:18 AM

The following page(s) contain the backup material for Agenda Item: Approving award of a contract to GSA Security Inc., for security camera maintenance, repairs, and installation, for the Department of Technology Services, for a three-year contract of $1,200,000.
Please scroll down to view the backup material.



CA-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 7, 2024

To: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

Subject: Approving award of a contract to GSA Security Inc., for security camera maintenance, repairs, and installation, for the Department of Technology Services, for a three-year contract of $1,200,000.

Explanation: On July 11, 2024, the Procurement and Supply Management Department issued RFP No. 24 –208, Security Camera Maintenance Repairs and Installation. On August 8, 2024, the city received four proposals from the following firms:

#	**Offerors**	**Amount**
1.	GSA Security Inc	$75,701.23
2.	Net Planner	$104,108.15
3.	Everon LLC	$124,484.48
4.	Miller Electric Company	$140,546.63

Evaluations of the proposals were conducted by the following staff:

Andrew Kelzer, Computer Systems Coordinator, Fire Rescue Department
Brett Fravel, IT Technical Support Manager, Department of Technology Services
Tajuanda May, Computer Resources Manager, Department of Water Resources
Chip Powers, Systems/PC Analyst II, Police Department
Wilson Badillo, Senior Network Systems Analyst, Department of Technology Services

The proposals were evaluated based on the following weighted criteria:

- Experience of firm to include the ability to utilize evaluation and other data to adjust initiatives to meet intent of the program
- Qualification and technical competence
- Ability to handle emergency situations
- Capacity to accomplish the work
- Past Performance on similar contracts
- Cost or Price
- City of St. Petersburg Small Business Enterprise (SBE)
- City of St. Petersburg Minority Owned Business Enterprise (MBE)
- City of St. Petersburg Women Business Enterprise (WBE)

On, August 22, 2024, the evaluation committee recommended GSA Security Inc, for the award of RFP No. 24 –208, Security Camera Maintenance Repairs and Installation.

The vendor will provide all the configuration, installation, maintenance and repair of IP video-surveillance systems, surge suppression equipment and wireless bridge hardware. Services will also include low voltage wiring (Ethernet category rated and fiber) and electrical work on an as-needed basis, project related basis and during emergency (hurricane, cut fiber optic) basis as well as monthly maintenance charge for support of 400 cameras, that the city owns, and a cost per item for cameras and fiber/copper installation for future planned projects. The vendor will also work with the City Department of Technology on a monthly basis as directed to ensure all city cameras are in operational order.

The Procurement and Supply management Department, in cooperation with the Department of Technology Services, recommends for award:

GSA Security Inc. (Tampa, Florida) $1,200,000
(three years @ $400,000/year)

GSA Security Inc. has met the requirements of RFP No. 24 - 208, dated July 11, 2024. A blanket purchase agreement will be issued for the initial term of December 1, 2024, though November 30, 2027, with one, two-year renewal option by mutual agreement and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Department of Technology Services Fund (5011), Department of Technology Services, Network Support Division (850-2565); General Fund (0001), Police Department, Information and Technology Services Division (140-1401); Water Resources Operating Fund (4001), Water Resources Department (420), Various Divisions. Funding for future years will be included in the City's annual operating budget subject to approval by City Council.

Attachments: Resolution

Technical Evaluation

RFP- 24 - 208 Security Camera Maintenance Repairs and Installation

Evaluated Firms

1. GSA Security Inc
2. Net Planner
3. Everon LLC
4. Miller Electric Company

Evaluation Criteria

The proposals were evaluated and scored based on the following criteria:

Experience of firm to include the ability to utilize evaluation and other data to adjust initiatives to meet intent of the program	20 possible points
Ability to utilize evaluation and other data to adjust initiative to meet the intent of the program	15 possible points
Ability to handle emergency situations	15 possible points
Capacity to accomplish the work	15 possible points
Past Performance on similar contracts	10 possible points
Cost or price	10 possible points
City of St. Petersburg Small Business Enterprise (SBE)	5 possible points
City of St. Petersburg Minority Owned Business Enterprise (MBE)	5 possible points
City of St. Petersburg Women Business Enterprise (WBE)	5 possible points

Tabulation of Scores

The evaluation committee scored the firms and the aggregate scores for the four firms based on a possible total of one hundred (100) points were as follows:

Vendor	**Score**	**Rank**
GSA Security Inc	76	1
Miller Electric Company	74.3	2
Everon LLC	66.9	3
NetPlanner	54.5	4

GSA Security Inc. has met the requirements for RFP – 24 - 208 and was the highest scoring firm taking into consideration the evaluation criteria set forth in the RFP.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION TO GSA SECURITY INC. FOR SECUIRTY CAMERA MAINTENANCE REPAIRS AND INSTALLATION FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $1,200,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 24-208 on July 11, 2024 seeking vendors to provide security camera maintenance, repairs, and installation for the Department of Technology Services; and

WHEREAS, the Procurement & Supply Management Department received four (4) proposals in response to RFP 24-208; and

WHEREAS, the proposals were evaluated based on the criteria set forth in the RFP and the evaluation committee recommended award to GSA Security Inc.; and

WHEREAS, GSA Security Inc. has met the requirements of RFP No. 24-208; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Department of Technology Services, recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of a three-year agreement with one two-year renewal option to GSA Security Inc. for security camera maintenance, repairs, and installation for a total contract amount not to exceed $1,200,000 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

LEGAL: _____ DEPARTMENT: _____

00773517.DOCX

Approvals - gcc
Report • Printed on October 17, 2024

Approved

11/7 Consent Item; Surveillance Cameras

Please find the attached consent memo for Surveillance Cameras scheduled to appear before council on November 7, 2024 for your approval.

Attachments

Consent Memo
https://stpete1.sharepoint.com/:w:/s/Team-TS-I

Technical Eval
https://stpete1.sharepoint.com/:w:/s/Team-TS-I

Final status: Approved

TG **Step 4: Approved by**
Tom Greene 10/17/2024 10:43:46 AM

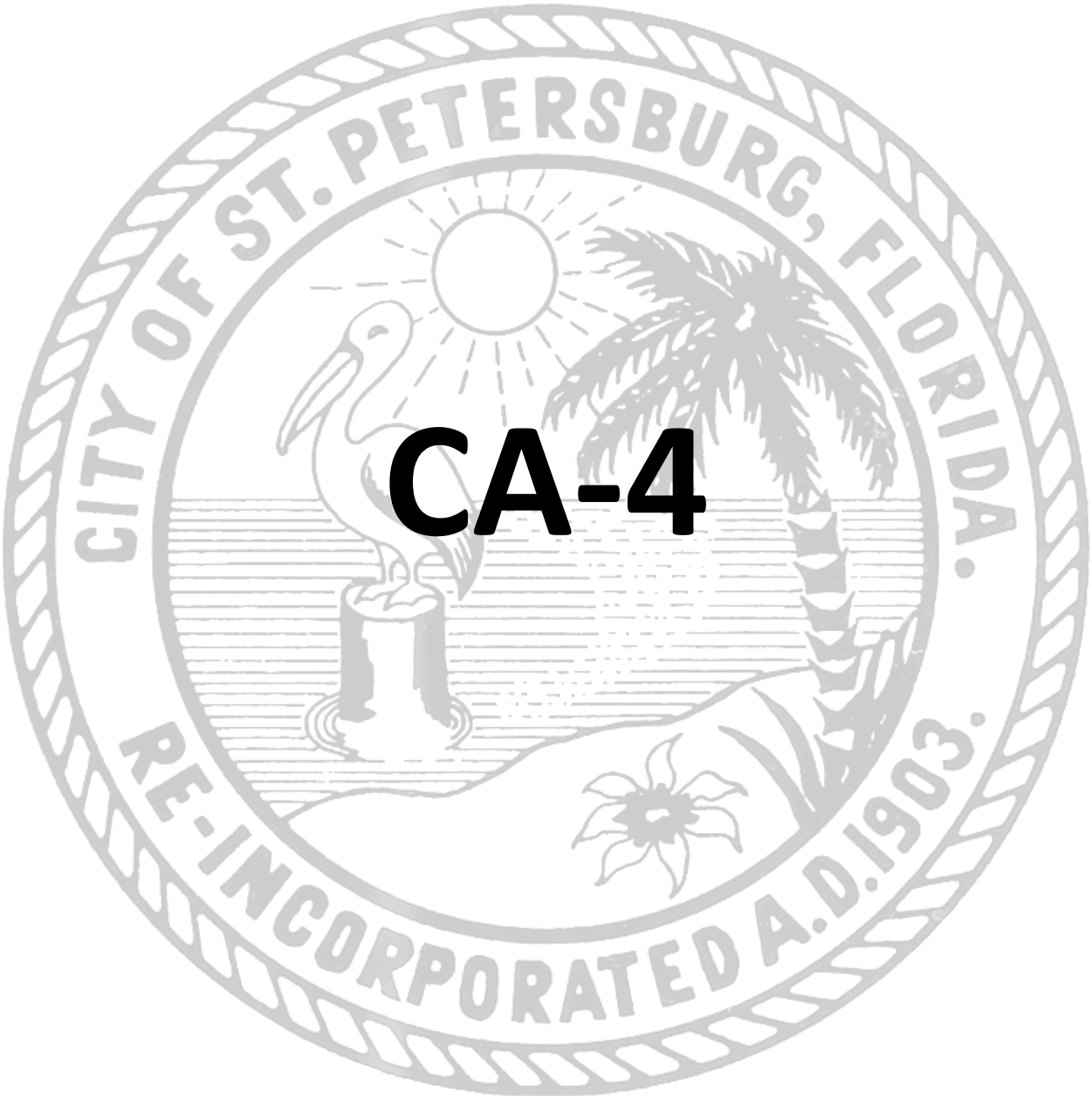
MG **Step 3: Approved by**
Muslim A. Gadiwalla 10/16/2024 2:28:40 PM

SS **Step 2: Approved by**
Stephanie N. Swinson 10/16/2024 11:19:04 AM

PP **Step 1: Approved by**
Patricia Pena 10/16/2024 11:18:12 AM

KW **Requested by**
Kaela Williamson 10/16/2024 11:09:26 AM

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Fifth Amendment to the Architect/Engineering Agreement dated October 29, 2020 between the City of St. Petersburg, Florida and HDR, Inc. ("A/E"), as amended, for A/E to provide additional project management and administration and design-build proposal phase and pre construction phase related services that include (i) contract negotiation assistance for the Design Builder, (ii) scope understanding/alignment workshop of splitting the EOC/Generator work into Package 1 and the rest of the plant upgrades into Package 2, (iii) additional milestone design reviews and permitting assistance to cover Package 1, and (iv) additional Florida Department of the Emergency Management grant administration for the Cosme Water Treatment Plant Operation and Supervisory Control and Data Acquisition (SCADA) Improvements Project in an amount not to exceed $131,315.62; providing that the total contract amount not exceed $720,176.62; authorizing the Mayor or his designee to execute the Fifth Amendment; and providing an effective date (ECID Project No. 19075-111; Oracle No. 16887).
Please scroll down to view the backup material.



CA-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair and Members of City Council

SUBJECT: A Resolution approving the Fifth Amendment to the Architect/Engineering Agreement dated October 29, 2020 between the City of St. Petersburg, Florida and HDR, Inc. ("A/E"), as amended, for A/E to provide additional project management and administration and design-build proposal phase and pre-construction phase related services that include (i) contract negotiation assistance for the Design-Builder, (ii) scope understanding/alignment workshop of splitting the EOC/Generator work into Package 1 and the rest of the plant upgrades into Package 2, (iii) additional milestone design reviews and permitting assistance to cover Package 1, and (iv) additional Florida Department of the Emergency Management grant administration for the Cosme Water Treatment Plant Operation and Supervisory Control and Data Acquisition (SCADA) Improvements Project in an amount not to exceed $131,315.62; providing that the total contract amount not exceed $720,176.62; authorizing the Mayor or his designee to execute the Fifth Amendment; and providing an effective date (ECID Project No. 19075-111; Oracle No. 16887).

EXPLANATION: The City initiated this project for Owner's Advisor Services for the Cosme Water Treatment Plant Operation and Supervisory Control and Data Acquisition (SCADA) Improvements. The Owner's Advisor is a third-party entity that serves in the City's best interest due to highly specialized or complex projects. The Owner's Advisor assists the City in negotiations of the construction contract with the Design-Builder and during the pre-construction and construction phases.

In 2021, the City applied for the Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program for the Cosme Water Treatment Plant, Emergency Operating Center ("EOC"), and Generator Project. The proposed project will increase the existing the operational ability for the Plant during and after a severe storm or hurricane and will also provide the operational capability for potable water during short and long-term power outages.

The Project was submitted to the Florida Division of Emergency Management ("FDEM") in December of 2021 under the COVID-19 Pandemic Declaration (FEMA-4486-DR-FL) and was officially awarded a grant to the City on January 11, 2023.

Due to the requirements of the grant, the Project needs to be separated into two packages. The first package included the final design for the EOC and generators, and the second package includes the remaining scope from the recommendations provided in the Conceptual Design Preliminary Report ("CDPR") developed by the Design-Builder. The separation resulted in additional effort including meetings, additional milestone reviews and permitting assistance since these are now being treated as two projects with different scheduling timelines.

The remaining scope for the Operational and SCADA Improvements will be a future amendment.

On June 29, 2020, the evaluation committee selected the firm Mead and Hunt, Inc. to furnish professional engineering services as the Owner's Advisor for the Cosme Water Treatment Plant Operation and SCADA Improvements Project ("Project").

On October 15, 2020, City Council approved an Owner's Advisor Agreement ("Agreement") with Mead and Hunt, Inc. as the most qualified firm to provide services for the Project.

On October 29, 2020, the City and Mead and Hunt, Inc. executed an Agreement in the amount of $368,021 for A/E to provide Project Set and Administration, Design-Build Proposal Phase, and the Design-Build Preconstruction Phase. This also included additional contingency funds in the amount of $60,000 to be authorized upon written approval.

The A/E assisted the City in negotiating a contract with the highest ranked Design-Build firm (DB firm). However, the City and the DB firm could not come to agreement on contract terms and conditions. The City formally terminated negotiations with the highest-ranked DB firm and proceeded with negotiations with the 2nd highest-ranked DB firm.

The A/E performed services as requested, however, as negotiations are required with the 2nd highest-ranked firm, an Amendment to the Agreement with the A/E is required for the A/E to provide ongoing support to the City.

On July 15, 2021, City Council approved the First Amendment to the Agreement to utilize $14,784 of the contingency funds and reassign $35,000 of funding within the Agreement to tasks previously approved. The scope of work included additional engineering services including project meetings, administration and contract negotiation assistance for re-negotiation activity for the Pre-Construction Agreement with the 2nd highest-ranked DB firm.

All work was performed within the previously approved funding amount and no supplemental funding was required under the First Amendment; as such, there was no change in the contract price previously approved.

On December 16, 2021, City Council approved the Second Amendment to the Agreement to reassign $57,063 of funding within the Agreement to tasks previously approved. Scope of work includes revised engineering services related to the risk management and value engineering workshop sessions.

All work was performed within the previously approved funding amount and no supplemental funding was required under the Second Amendment; as such, there is no change in the contract price previously approved.

Due to changes in staffing within Mead & Hunt, they requested that their contract with the City including all associated responsibilities be assigned to their subconsultant, HDR, Inc.

On July 14, 2022, City Council approved the Assignment, Assumption, and Third Amendment to the Agreement to assign the Agreement from Mead & Hunt, Inc. to HDR, Inc. to tasks previously approved and future tasks to be approved and approve additional engineering services related to project setup and administration and pre-construction phase.

On August 17, 2023, City Council approved the Fourth Amendment to the Agreement to assist the City through additional scope items of the DB delivery. Scope of work included additional engineering services related to the project management and administration and pre-construction phase related services, including additional services including i) facilitation of a one day decision matrix workshop as it relates to the chlorine

system, generators, high service pumping and site layout and emergency operations center design criteria; ii) review of the capacity confirmation and high service pumping station scenarios technical memorandums; and iii) administer the Florida Department of Environmental Management grant reports and approval related to the owner's advisors services.

Due to receipt of grant funding, the project scope is required to be spit into package 1 to cover grant eligible expense and the rest of the work to be included as package 2.

This Fifth Amendment in the amount of $131,315.62 will provide professional engineering services included but not limited to additional engineering services related to the project management and administration, design-build proposal phase, and pre-construction phase related services for splitting the project into separate packages and will include (i) contract negotiation assistance for the DB firm, (ii) scope understanding/alignment workshop of splitting the EOC/Generator work into Package 1 and the rest of the plant upgrades into Package 2, (iii) additional milestone design reviews and permitting assistance to cover Package 1, and (iv) additional Florida Department of the Environmental Management grant administration. This Amendment does not include an allowance.

A/E Agreement and the Fifth Amendment include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Agreement	Project Setup and Administration	$79,682.00	$79,682.00
	Design-Build Proposal Phase	$32,702.00	$32,702.00
	Design-Build Preconstruction Phase	$195,637.00	$195,637.00
	Allowance	$60,000.00	
	Subtotal	$368,021.00	$308,021.00
Amendment No. 1 (Re-allocation of funds from Allowance)	Project Administration	$85,058.00	
	Design-Build Proposal Phase	$42,110.00	
	Design-Build Preconstruction Phase	$195,637.00	
	Allowance	$45,216.00	$14,784.00
	Subtotal	$368,021.00	$322,805.00
Amendment No. 2 (Re-allocated funds from Prime to Sub Consultant, HDR)	Project Administration	$85,040.00	
	Design-Build Proposal Phase	$42,110.00	
	Design-Build Preconstruction Phase	$195,655.00	
	Allowance	$45,216.00	

	Subtotal	$368,021.00	$322,805.00
Assignment and Assumption and Amendment No. 3 (Authorizing new Tasks including a re-allocation of funds from Prime to Sub Consultant, HDR)	Project Administration	$72,113.00	
	Design-Build Proposal Phase	$27,197.00	
	Design-Build Preconstruction Phase	$356,015.00	
	Allowance	$50,000.00	
	Subtotal	$505,325.00	$470,109.00
Amendment No. 4	Project Administration	$22,360.00	$22,360.00
	Design-Build Proposal Phase	$0.00	
	Design-Build Preconstruction Phase	$61,176.00	$61,176.00
	Allowance	$0.00	
	Subtotal	$83,536.00	$553,645.00
Amendment No. 5	Project Setup and Administration	$24,855.00	
	Design-Build Proposal Phase	$3,360.00	
	Design-Build Preconstruction Phase	$103,100.62	
	Allowance	$0.00	
	Subtotal	$131,315.62	
	Total	**$720,176.62**	

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Agreement.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute the Fifth Amendment to the Architect/Engineering Agreement dated October 29, 2020 between the City of St. Petersburg, Florida and HDR, Inc. ("A/E"), as amended, for A/E to provide additional project management and administration and design-build proposal phase and pre-construction phase related services that include (i) contract negotiation assistance for the Design-Builder, (ii) scope understanding/alignment workshop of splitting the EOC/Generator work into Package 1 and the rest of the plant upgrades into Package 2, (iii) additional milestone design reviews and permitting assistance to cover Package 1, and (iv) additional Florida Department of the Emergency Management grant administration for

the Cosme Water Treatment Plant Operation and Supervisory Control and Data Acquisition (SCADA) Improvements Project in an amount not to exceed $131,315.62; providing that the total contract amount not exceed $720,176.62; authorizing the Mayor or his designee to execute the Fifth Amendment; and providing an effective date (ECID Project No. 19075-111; Oracle No. 16887).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) COS Consol Building Upgrade FY19 Project (16887).

ATTACHMENTS: Resolution
Revised Appendices

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE FIFTH AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT DATED OCTOBER 29, 2020 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HDR, INC. ("HDR"), AS AMENDED, FOR HDR TO PROVIDE ADDITIONAL PROJECT MANAGEMENT AND ADMINISTRATION AND DESIGN-BUILD PROPOSAL PHASE AND PRE-CONSTRUCTION PHASE RELATED SERVICES THAT INCLUDE (I) CONTRACT NEGOTIATION ASSISTANCE FOR THE DESIGN-BUILDER, (II) SCOPE UNDERSTANDING/ALIGNMENT WORKSHOP OF SPLITTING THE EOC/GENERATOR WORK INTO PACKAGE 1 AND THE REST OF THE PLANT UPGRADES INTO PACKAGE 2, (III) ADDITIONAL MILESTONE DESIGN REVIEWS AND PERMITTING ASSISTANCE TO COVER PACKAGE 1, AND (IV) ADDITIONAL FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT GRANT ADMINISTRATION FOR THE COSME WATER TREATMENT PLANT OPERATION AND SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $131,315.62; PROVIDING THAT THE TOTAL CONTRACT AMOUNT NOT EXCEED $720,176.62; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIFTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE (ECID PROJECT NO. 19075-111; ORACLE NO. 16887); AND PROVIDING AN EFFECTIVE DATE)

WHEREAS, Mead and Hunt, Inc. ("Mead and Hunt") and the City of St. Petersburg, Florida ("City") entered into an architect/engineering agreement on October 29, 2020 for Mead and Hunt to provide Owner's Advisor Services for the Cosme Water Treatment Plant Operation and Supervisory Control and Data Acquisition (SCADA) Improvements Project ("Project"); and

WHEREAS, Mead and Hunt and the City executed a First Amendment on August 12, 2021 and a Second Amendment on March 23, 2022; and

WHEREAS, on July 27, 2022, Mead and Hunt, the City and HDR, Inc. ("HDR") executed an Assignment and Assumption Agreement and Third Amendment ("Assumption and Amendment") to (i) assign the Architect/Engineering Agreement dated October 29, 2020, as

amended, from Mead and Hunt to HDR and (ii) amend the agreement for a third time to expand the scope, increase the contract amount, change the contract information and supplement the appendices.

WHEREAS, on September 26, 2023, the City and HDR executed a Fourth Amendment to the Agreement for HDR to provide additional project management, administration and pre-construction phase related services that include i) facilitation of a one day decision matrix workshop as it relates to the chlorine system, generators, high service pumping and site layout and emergency operations center design criteria, ii) review of the capacity confirmation and high service pumping station scenarios technical memorandums, and iii) administration of the Florida Department of Environmental Management grant reports and approval related to Owner's Advisor Services for the Project; and

WHEREAS, the architect/engineering agreement dated October 29, 2020 as amended by the First Amendment dated August 12, 2021, the Second Amendment dated March 23, 2022, the Assumption and Amendment dated July 27, 2022, and the Fourth Amendment dated September 26, 2023 is collectively the "Agreement"; and

WHEREAS, the City and HDR desire to amend the Agreement for a fifth time for HDR to provide additional project management and administration and design-build proposal phase and pre-construction phase related services that include (i) contract negotiation assistance for the Design-Builder, (ii) scope understanding/alignment workshop of splitting the EOC/Generator work into Package 1 and the rest of the plant upgrades into Package 2, (iii) additional milestone design reviews and permitting assistance to cover Package 1, and (iv) additional Florida Department of Environmental Management grant administration for the Project in an amount not to exceed $131,315.62; and

WHEREAS Administration recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Fifth Amendment to the Architect/Engineering Agreement dated October 29, 2020 between the City of St. Petersburg, Florida and HDR, Inc. ("HDR"), as amended, for HDR to provide additional project management and administration and design-build proposal phase and pre-construction phase related services that include (i) contract negotiation assistance for the Design-Builder, (ii) scope understanding/alignment workshop of splitting the EOC/Generator work into Package 1 and the rest of the plant upgrades into Package 2, (iii) additional milestone design reviews and permitting assistance to cover Package 1, and (iv) additional Florida Department of Emergency Management grant administration for the Cosme Water Treatment Plant Operation and Supervisory Control and Data Acquisition (SCADA) Improvements Project in an amount not to exceed $131,315.62 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $720,176.62.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Fifth Amendment.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00773254

ATTACHMENT NO. 5 TO APPENDIX A - SCOPE OF SERVICES
COSME WTP OPERATIONAL AND SCADA IMPROVEMENTS
OWNER'S ADVISOR SERVICES
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 19075-111

Due to the schedule constraints dictated by the awarded Federal Emergency Management Agency (FEMA) grant for a portion of the Project, the design will be split into two separate packages. Package 1 covers the design for the Emergency Operating Center (EOC) and generators, which is being funded under the FEMA grant. Package 2 covers the remainder of the plant upgrades, including but not limited to electrical, Supervisory Control and Data Acquisition (SCADA), Instrumentation and Control (I&C), optimization improvements, and high service pump station replacement. The split into two design packages requires additional reviews for Package 1 for the 30% design, 60% design, and 90% design documents, as well as additional meetings.

In addition to the services, activities, responsibilities, and deliverables set forth in Appendix A, Attachment No. 1 to Appendix A, Attachment No. 2 to Appendix A, Attachment No. 3 to Appendix A, and Attachment No. 4 to Appendix A; the A/E shall also provide the services, activities, responsibilities, and deliverables set form in Attachment No. 5 to Appendix A, as follows:

SCOPE OF SERVICES

TASK 1 PROJECT SETUP AND ADMINISTRATION - ADDITIONAL SERVICES

1.4 EXTERNAL PROJECT AND PROGRESS MEETINGS

The A/E will provide additional internal project coordination meeting and project administration services for the extension of the preconstruction phase services due to the shifted design schedule for Package 2, due to the accelerated effort associated with Package 1.

1.5 PROJECT COORDINATION MEETINGS

Additional coordination meetings with the City and Design-Builder with be required. For budgetary purposes, it is assumed meetings will be twice per month for 1-hour each.

1.6 PROJECT ADMINISTRATION

Additional project administration will be required, which includes keeping organized electronic files, consulting with the City at appropriate intervals, and preparation and submittal of monthly invoices and status reports.

TASK 2 DESIGN-BUILD PROPOSAL PHASE - ADDITIONAL SERVICES

2.3 CONTRACT NEGOTIATION ASSISTANCE

The A/E will review Design-Builder amendment for Package 1 preconstruction activities. A/E will submit markups to draft scope as well as advise City during negotiations.

TASK 3 PRE-CONSTRUCTION PHASE- ADDITIONAL SERVICES

3.1 SCOPE UNDERSTANDING/ALIGNMENT WORKSHOP

The A/E will provide additional Scope Understanding support to the City to match the Design-Builder scope amendment of splitting the EOC/Generator work into Package 1 and the rest of the plant upgrades into Package 2. This effort involves attending Design-Builder Package 1 kickoff meeting and as-needed discussions as requested by the City.

3.3 30% DESIGN REVIEW

An additional 30% design review is required to cover Package 1 documents. A/E will review the design documents prepared by the Design-Builder at the 30% design milestone. A/E will review and compile comments from applicable disciplines. The review will include the following:

3.3.1 Engineering Design. In the development of the 30% design, A/E will participate in 3 collaboration meetings virtually and 1 live review workshop with two A/E attendees in person.

3.3.2 Cost Estimate. A/E will review the Package 1 project cost estimate, including but not limited to markups, allowances, comparison to industry standards for construction, and verification of large equipment costs.

3.3.3 Schedule. A/E will review the Package 1 project schedule, provide comparison to industry standards, and provide professional opinion on overall schedule and critical path.

3.4 60% DESIGN REVIEW

An additional 60% design review is required to cover Package 1 documents. A/E will review the design documents prepared by the Design-Builder at the 60% design milestone. A/E will review and compile comments from applicable disciplines. The review will include the following:

3.4.1 Engineering Design. A/E will review engineering and architecture disciplines for a complete Package 1 design including but not limited to process mechanical, piping/valves, electrical, instrumentation and controls, structural, stormwater, and civil/site. A/E will participate in one design review meeting virtually that will be attended by up to three (3) staff members. Review comments will be summarized in a comment log, and A/E will review responses by Design-Builder for completeness.

3.4.2 Cost Estimate. A/E will review the project cost estimate for Package 1, including but not limited to markups, allowances, comparison to industry standards for construction, and verification of large equipment costs.

3.4.3 Schedule. A/E will review the project schedule for Package 1, provide comparison to industry standards, and provide professional opinion on overall schedule and critical path.

3.5 90% DESIGN REVIEW

An additional 90% design review is required to cover Package 1 documents. A/E will review the design documents prepared by the DB Firm at the 90% design milestone. The A/E will review and compile comments from applicable disciplines. The review will include the following:

3.5.1 Engineering Design. A/E will review engineering and architecture disciplines for a complete Package 1 design, including but not limited to process mechanical, piping/valves, electrical, instrumentation and controls, structural, stormwater, and civil/site. A/E will participate in one design review meeting virtually that will be attended by up to three (3) staff members. Review comments will be summarized in a comment log and A/E will review responses by DB team for completeness.

3.5.2 Cost Estimate. A/E will review the project cost estimate for Package 1, including but not limited markups, allowances, comparison to industry standards for construction, and verification of large equipment costs.

3.5.3 Schedule. A/E will review the project schedule, provide comparison to industry standards, and provide professional opinion on overall schedule and critical path.

3.8 PERMITTING REVIEW AND CONFIRMATION

An additional permitting review is required to cover Package 1 documents. A/E will review permit applications prior to submittal to regulatory agencies when requested and will confirm that all applicable permits have been obtained from each agency. HDR will participate virtually on up to two (2) pre-application meetings with regulatory agencies.

3.9 GRANT ADMINISTRATION

3.9.2 QUARTERLY REPORTS, REIMBURSEMENT SUBMISSIONS, CLOSEOUT REPORTS

The A/E will perform the following as part of the administration of Part 1 of Grant:

- Prepare and submit four (4) additional quarterly reports that define the activities, accomplishments, issues, and expenditures to date for FDEM, with final review by the City.
- Prepare and submit four (4) additional quarterly reimbursement requests, using Grant "Attachment D" form, and including signed affidavit, accurate invoices reflecting the reimbursement amounts, and proof of payment from the City, due to the extension of the Contract.

3.9.3 PHASE II APPROVAL

The A/E will coordinate the review of the Phase 1 portion of the grant closeout documents with FDEM and FEMA. FDEM will perform a technical review of prepared Phase 1 grant closeout documents, and A/E will develop responses to review comments in coordination with the City and Design-Builder.

DELIVERABLES:

TASK 2 DESIGN-BUILD PROPOSAL PHASE - ADDITIONAL SERVICES

DB Team Scope Review Comments

TASK 3 PRE-CONSTRUCTION PHASE- ADDITIONAL SERVICES

30% Review Comments
60% Review Comments
90% Review Comments
Permitting Review Comments
Quarterly Reports - (4) qty
Reimbursement Submissions - (4) qty
Responses to FDEM review of Phase 1 Grant Closeout Documents

PROJECT TEAM

The project team includes the following consultants:

HDR:
Brenda van Ravenswaay, Project Manager and Design-Build Advisory Specialist
Jamie Zimmermann, Assistant Project Manager
Samantha La Hee, Process Mechanical Engineer
Matt Davis, Technical Reviewer
Tom Glaysher, Architect

Subconsultant - EDA:
Bill Nelson, Project Manager
Paul Cousins, Technical Reviewer
Michale Cahill, Technical Reviewer
Joe Ferguson, Technical Reviewer

-- End of Scope --

APPENDIX A
Work Task Breakdown
City of St. Petersburg
COSME WTP OPERATIONAL AND SCADA IMPROVEMENTS
OWNER'S ADVISOR SERVICES

Project No. 19075-111

I. Manpower Estimate: All Tasks

	Direct Labor Rates Classifications	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Scheduler/Engineer V	I&C Engineer III	Admin Assistant	Accountant	Total Hours	Labor Cost
	Billing Rates[1]	$ 320.00	$ 265.00	$ 200.00	$ 140.00	$ 105.00	$ 295.00	$ 185.53	$ 95.00	$ 90.00		
	TASK											
1	Project Setup and Administration	45		48					9		102	$ 24,855.00
2	Design-Build Proposal Phase	8		4							12	$ 3,360.00
3	Pre-Construction Phase	74		152			56	26			308	$ 75,423.78
	Totals	127		204			56	26	9		422	$ 103,638.78

II. Fee Calculation

Task	Labor Cost	Expenses[2]	Subconsultant Services	Mark-up on Subconsultant Services[3]	Total Cost Without Allowance
1	$24,855	$0	$0	$0	$24,855
2	$3,360	$0	$0	$0	$3,360
3	$75,424	$600	$25,787	$1,289	$103,101
Total	$103,639	$600	$25,787	$1,289	$131,316

III. Fee Limit

Lump Sum Cost	$131,315.62
Allowance[4]	$0.00
Total:	**$131,315.62**

IV. Notes:

1. Rates per contract.
2. Includes mileage.
3. Includes 1.050 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

ATTACHMENT 5 TO APPENDIX C - SCHEDULE
COSME WTP OPERATIONAL AND SCADA IMPROVEMENTS
OWNER'S ADVISOR SERVICES
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 19075-111

In addition to the schedule/milestones set forth in Appendix C, the A/E shall perform the Scope of Services set for in Attachment 5 to Appendix A in accordance with the following schedule/milestones:

Task	**Calendar Days/Weeks from NTP**
Task #1 PROJECT SETUP AND ADMINISTRATION	
Task 1.4: External Project and Progress Meetings	366 weeks
Task 1.5: Project Coordination Meetings	366 weeks
Task 1.6: Project Administration	366 weeks
Task #2 DESIGN-BUILD PROPOSAL PHASE	
Task 2.3: Contract Negotiation Assistance	72 weeks **(**No Change)
Task #3 PRE-CONSTRUCTION PHASE	
Task 3.1: Scope Understanding/Alignment Workshop	366 weeks
Task 3.3: 30% Design Review	366 weeks
Task 3.4: 60% Design Review	366 weeks
Task 3.5: 90% Design Review	366 weeks
Task 3.8: Permitting Review and Confirmation	366 weeks
Task 3.9: Grant Administration	366 weeks

Schedule is based on the assumption that the Design Build team will complete all pre-construction activities by December 30, 2025.

Approvals - gcc
Report • Printed on October 23, 2024

Approved

11/7 Council - HDR - Cosme WTP - OA Fifth Amendment

Attachments

HDR - Cosme - Amendment 5
https://stpete1-my.sharepoint.com/:l

Final status: Approved

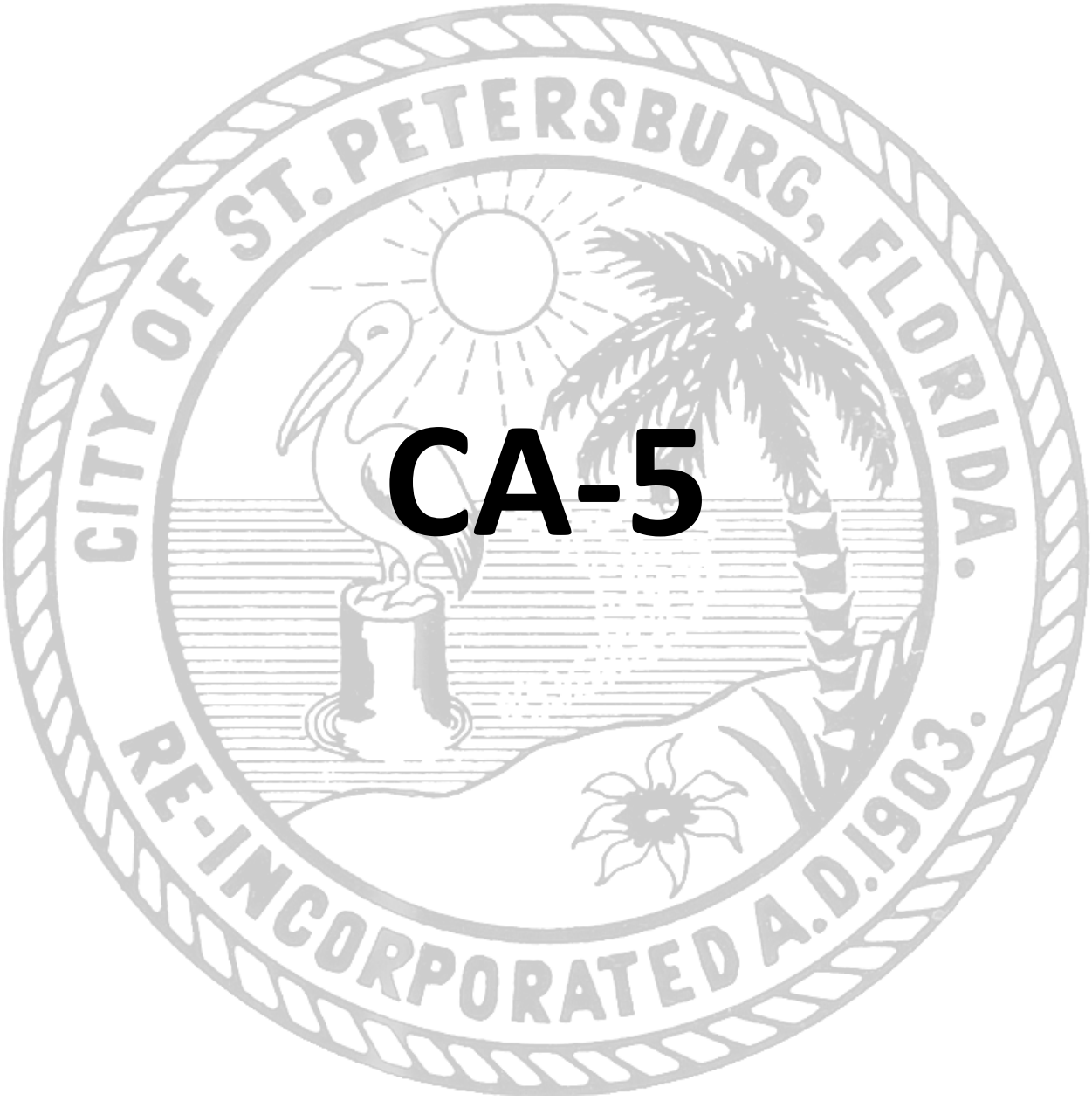
CT **Step 3: Approved by**
Claude Tankersley 10/23/2024 4:41:22 PM

MW **Step 2: Approved by**
Margaret B. Wahl 10/22/2024 4:24:56 PM

BP **Step 1: Approved by**
Brejesh Prayman 10/22/2024 1:07:30 PM

SJ **Requested by**
Sarah B. Johnson 10/22/2024 10:29:45 AM

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Third Amendment to the Design-Build Agreement between the City of St. Petersburg, Florida and PCL Construction, Inc. (“PCL”), dated December 22, 2021, as amended, for PCL to provide additional pre-construction phase services in an amount not to exceed $4,148,055.25 for the Cosme Water Treatment Plant Operational and SCADA Improvements Project; providing that the total budget for preconstruction services shall not exceed $6,736,900.32; authorizing the Mayor or his designee to execute the Third Amendment; and providing an effective date (ECID Project No. 19075 111; Oracle No. 16887).
Please scroll down to view the backup material.



CA-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair and Members of City Council

SUBJECT: A Resolution approving the Third Amendment to the Design-Build Agreement between the City of St. Petersburg, Florida and PCL Construction, Inc. ("PCL"), dated December 22, 2021, as amended, for PCL to provide additional pre-construction phase services in an amount not to exceed $4,148,055.25 for the Cosme Water Treatment Plant Operational and SCADA Improvements Project; providing that the total budget for preconstruction services shall not exceed $6,736,900.32; authorizing the Mayor or his designee to execute the Third Amendment; and providing an effective date (ECID Project No. 19075-111; Oracle No. 16887).

EXPLANATION: The City completed a Conceptual Design Preliminary Report ("CDPR") in May 2024. The CDPR took into consideration previous studies, designs and the Master Plan to evaluate process and mechanical components; electrical, instrumentation and controls, Supervisory Control and Data Acquisition ("SCADA") and generators; architectural/building and site connectivity through a series of technical memorandums. The CDPR recommended much needed improvements to the facility to ensure it will be able to meet current and future demands and continue to operate efficiently and safely. Those improvements included but were not limited to:

1) a new high service pump station to replace the existing station to optimize efficiency and hydraulics,
2) a new blending facility to optimize chemical feed points for more efficient blending and chemical dosing from the Tampa Bay Water bypass flows,
3) transitioning away from chlorine gas to sodium hypochlorite as the primary chlorine chemical and a consolidation of chemicals facilities in one general area for efficiently and fewer piping runs,
4) a new electrical power distribution system and migration from a 2400V main distribution to 4160V and medium voltage plant equipment for reliability, efficiency and safety,
5) upgrade and replacement of SCADA architecture and instrumentation and controls for reliability and replacement of aging assets, and
6) an Emergency Operating Center (EOC) and new replacement generators for safety during severe storms or hurricanes

The Cosme Water Treatment Plant Operational and SCADA Improvements Project has been separated into two separate packages. The first package included the final design for the EOC and generators, and second package includes the remaining scope from the recommendations provided in the CDPR.

On December 22, 2021, the City of St. Petersburg, Florida ("City") and PCL Construction Inc. ("Design-Builder") entered into a Design-Build Agreement with a Guaranteed Maximum Price for the Design-Builder to provide preconstruction and construction phase services for the Cosme Water Treatment Plant Operational and SCADA Improvements Project. Preconstruction phase services for conceptual design were authorized in an amount not to exceed $584,972.00, which included an allowance amount of $50,000. Following execution of the Agreement, the City and PCL mutually agreed in writing to add two pages to Exhibit C that were inadvertently omitted with the Agreement was executed and additional pre-construction services to be provided by the Design-Builder from the previously approved allowance of $50,000.

This project is being administered as a progressive design build contract. The Design-Builder will be authorized to conduct design and construction on elements based on funding and construction sequencing.

On July 13, 2023, City Council approved the First Amendment to the Agreement in the amount of $271,582.00 to update the initial draft process and mechanical upgrades; electrical and I&C/SCADA and generator technical memorandums to reflect revised flow, horsepower, voltage and pressure changes associated with a 50 MGD design. Services also included a decision matrix consolidation workshop, constructability and maintenance of plant operations, conceptual site plans, additional conceptual price modeling, geotechnical exploration, FEMA HMGP support, and additional project administration. This amount included an additional $50,000 services allowance.

On May 2, 2024, City Council approved the Second Amendment to the Agreement in the amount of $1,732,291.07 to provide professional engineering services included but not limited to final design of the EOC, generators, and all necessary ancillary components. Services included continued project setup and administration; permitting services; continued preliminary design services including site survey, subsurface utility engineering, environmental services; continued grant program support; and final design services for the emergency operating center and generators including architectural design services, electrical design services, instrumentation and control design services, generator building structural design services, and civil/site design services. Other services included price modeling throughout the design milestones and a guaranteed maximum price proposal. This amount included an additional $135,000 services allowance.

This Third Amendment in the amount of $4,148,055.25 will provide professional engineering services including but not limited to final design of the new High Service Pump Station ("HSPS"); decommissioning of the existing HSPS; new blending facility; electrical building for 4160V; consolidated chemical area; demolition of existing storage tanks; new SCADA and instruction and controls, and all necessary ancillary components such as piping, valves, and site design. Services will include continued project setup and administration; a credit for conceptual price modeling because one alternative was selected as opposed to two in the CDPR; permitting services; preliminary design services for lead testing; final design services; price modeling; and public outreach efforts. This Amendment includes a $250,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Design-Build Agreement, the First Amendment, the Second Amendment, and the Third Amendment include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Agreement	Project Setup and Administration	$58,308.00	$58,308.00
	Conceptual Design Services	$408,534.00	$408,534.00
	Conceptual Price Modeling	$24,260.00	$24,260.00
	Envision Assessment	$37,735.00	$37,735.00
	Permitting Services	$6,135.00	$6,135.00
	Allowance	$50,000.00	
	Subtotal	$584,972.00	$534,972.00
Field Order F023-016	Capacity Evaluation		$37,189.00

Amendment No. 1	Project Setup and Administration	$14,998.00	$14,998.00	
	Conceptual Design Services	$158,069.00	$158,069.00	
	Conceptual Price Modeling	$17,060.00	$17,060.00	
	Geotechnical Exploration	$19,185.00	$19,185.00	
	FEMA HMGP Grant Support	$12,270.00	$12,270.00	
	Additional Services Allowance	$50,000.00		
	Subtotal	$271,582.00	$221,582.00	
Field Order F024-080	Additional Geotechnical Exploration		$15,750.00	
Amendment No. 2	Project Setup and Administration	$130,745.00	$130,745.00	
	Permitting Services	$74,930.50	$74,930.50	
	Preliminary Design Services	$118,695.50	$118,695.50	
	FEMA HMGP Grant Support	$15,980.00	$15,980.00	
	Design Services	$1,170,000.07	$1,170,000.07	
	Price Modeling	$86,940.00	$86,940.00	
	Additional Services Allowance	$135,000.00		
	Subtotal	$1,732,291.07	$1,597,291.07	
Field Order F024-165	Hazardous Materials Investigation - Oil Sands		$31,055.20	(From Allowance)
Amendment No. 3	Project Setup and Administration	$396,022.50		(New)
	Conceptual Price Modeling	($4,640.00)		(New)
	Permitting Services	$70,000.00		(New)
	Preliminary Design Services	$5,100.00		(New)
	Final Design Services	$3,224,415.75		(New)
	Price Modeling	$102,892.00		(New)
	Public Outreach	$104,265.00		(New)
	Additional Services Allowance	$250,000.00		(New)
	Subtotal	$4,148,055.25		
	Total	**$6,736,900.32**	**$2,437,839.27**	

Future Amendments to this Design-Build Agreement are forthcoming to provide construction services via a Guaranteed Maximum Price.

Grant compliance is being completed as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute the Resolution approving the Third Amendment to the Design-Build Agreement between the City of St. Petersburg, Florida and PCL Construction, Inc. ("PCL"), dated December 22, 2021, as amended, for PCL to provide additional pre-construction phase services in an amount not to exceed $4,148,055.25 for the Cosme Water Treatment Plant Operational and SCADA Improvements Project; providing that the total budget for preconstruction services shall not exceed $6,736,900.32; authorizing the Mayor or his designee to execute the Third Amendment; and providing an effective date (ECID Project No. 19075 111; Oracle No. 16887).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), COS Consol Building FY19 Project (16887).

ATTACHMENTS: Resolution
Revised Appendices

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE DESIGN-BUILD AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PCL CONSTRUCTION, INC. ("PCL"), DATED DECEMBER 22, 2021, AS AMENDED, FOR PCL TO PROVIDE ADDITIONAL PRE-CONSTRUCTION PHASE SERVICES IN AN AMOUNT NOT TO EXCEED $4,148,055.25 FOR THE COSME WATER TREATMENT PLANT OPERATIONAL AND SCADA IMPROVEMENTS PROJECT; PROVIDING THAT THE TOTAL BUDGET FOR PRECONSTRUCTION SERVICES SHALL NOT EXCEED $6,736,900.32; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE THIRD AMENDMENT; AND PROVIDING AN EFFECTIVE DATE (ECID PROJECT NO. 19075 111; ORACLE NO. 16887).

WHEREAS, the City of St. Petersburg, Florida ("City") and PCL Construction, Inc. ("PCL") entered into a design-build agreement on December 22, 2021, for PCL to provide pre-construction and construction phase services for the COSME Water Treatment Plant Operational and SCADA Improvements Project ("Project"); and

WHEREAS, pursuant to the design-build agreement, PCL was authorized to provide initial pre-construction phase services in an amount not to exceed $584,972 (which amount included an allowance of $50,000), with the additional compensation for the other pre-construction phase services being subject to City Council approval at future dates; and

WHEREAS, following execution of the design-build agreement, the City and PCL mutually agreed in writing (i) to add two pages to Exhibit C that were inadvertently omitted when the design-build agreement was executed and (ii) for PCL to provide additional pre-construction services from the previously approved allowance of $50,000; and

WHEREAS, on July 13, 2023, City Council approved the First Amendment to add additional pre-construction phase services related to the Project and increase the total budget for pre-construction services to $856,554; and

WHEREAS, on May 2, 2024, City Council approved the Second Amendment to add additional pre-construction phase services related to the Project and increase the total budget for pre-construction services to $2,588,854.07; and

WHEREAS, the City and PCL desire to amend the design-build agreement for a third time to further expand the pre-construction phase services to be provided by PCL and increase

the budget for pre-construction services by $4,148,055.25, for a total preconstruction services budget of $6,736,900.32 (which total budget amount includes an allowance of $250,000).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Third Amendment to the Design-Build Agreement between the City of St. Petersburg, Florida and PCL Construction, Inc. ("PCL"), dated December 22, 2021, as amended, for PCL to provide additional pre-construction phase services in an amount not to exceed $4,148,055.25 for the COSME Water Treatment Plant Operational and SCADA Improvements Project is hereby approved.

BE IT FURTHER RESOLVED that the total budget for preconstruction services shall not exceed $6,736,900.32.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Third Amendment.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00773234

ATTACHMENT 5 TO EXHIBIT C
COSME WATER TREATMENT PLANT OPERATIONAL AND SCADA IMPROVEMENTS
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 19075-111

In addition to the services, activities, responsibilities, and deliverables set forth in Exhibit C, the Design-Builder shall also provide the additional services, activities, responsibilities, and deliverables set forth in this Attachment 5 to Exhibit C, as follows:

TASK 1 – PROJECT SETUP AND ADMINISTRATION

1.1.1 Project Setup – CONTINUED SERVICES

The Design-Builder will update the accounting system, project management plan, staffing plan, communication plan, quality assurance / quality control plan, site security plan, and schedule for the Project.

1.2.2 Internal Kickoff Meeting – ADDITIONAL SERVICES

The Design-Builder will conduct an internal kick-off meeting to discuss the project scope for Package 2 project initiation, overall plans, City's goals and objectives, scope, schedule, and budget with the Project team.

1.3.2 External Kickoff Meeting – ADDITIONAL SERVICES

The Design-Builder will attend and chair an in-person Package 2 kick-off meeting with City staff at the Cosme WTP. During this meeting, the team will recap the scope of work items, City goals, preliminary criteria, scope, schedule, budget, stakeholder involvement, file sharing process and platform and other pertinent items. In preparation for the meeting, the Design-Builder will prepare an agenda and provide copies of pertinent Project documents to all attendees. At the conclusion of the meeting the team will walk the site to observe the area and discuss the details of the project as well as to photo document the area. Following the meeting, the Design-Builder will prepare a meeting summary to document the key meeting items and distribute to the City project manager for distribution.

1.4 PROJECT COORDINATION MEETINGS – ADDITIONAL SERVICES

1.4.1 City Coordination Meetings

The Design-Builder will continue to hold one-hour virtual monthly coordination meetings with the City. The Design-Builder Project Manager and Design Project Manager will attend these meetings. The meetings will discuss the status of the Project activities, identify potential issues, review the scope, upcoming milestones, current schedule and status of the budget.

1.4.2 Collaboration Meetings

The Design-Builder will hold two-hour in-person (with virtual option) monthly design and collaboration meetings with the City. The Design-Builder Project Manager, Design Project Manager and up to two discipline leads will attend these meetings. The Design-Builder will prepare draft and final meeting minutes to document the key meeting items and distribute to the City project manager for distribution. The task allows for up to (6) coordination meetings.

1.4.3 Internal Progress Meetings

The Design-Builder will hold coordination meetings every other week with internal staff to discuss the project schedule, progress of the work, coordinate activities, resolve outstanding issues, and assign tasks.

1.4.4 Submittal Design Review Workshops

The Design-Builder will attend and facilitate review meetings at each of the progress milestones (30%, 60%, and 90% submittals) for Package 2. These meetings will consist of the Design-Builder presenting an overview of the design, including details of the plans, specifications, and any supporting documentation to the City Staff. It is anticipated that the Design Project Manager and Lead Design Engineers for each discipline will be in attendance to conduct the live review of their portions of the plans. The reviews are anticipated to take up to one day each per design milestone. Review will take place 2-weeks after initial submission of design documents to the City so that any comments received can be discussed. All comments and responses will be tracked and shared with the City via a log.

1.4.5 Facilitated Risk Workshop

The Design-Builder will secure the services of a third party to facilitate a risk workshop with all project stakeholders. The goal of the workshop will be to identify major project risks and determine how they should best be mitigated or assigned. The Design-Builder will prepare draft and final meeting minutes to document the key meeting items and distribute to the City, including a detailed Risk Register. The Risk Register will be updated throughout the design phase to reflect the status of each item and help guide critical design and constructability decisions.

1.5 PROJECT ADMINISTRATION – ADDITIONAL SERVICES

Project administration will continue to include keeping organized files, consulting with the City at appropriate intervals, preparation and submittal of invoices, status reports, and monthly updated tracking logs.

TASK 2 – CONCEPTUAL DESIGN – AMENDED SERVICES

2.5.1.2 TM & Decision Matrix Consolidation Workshop – AMENDED SERVICES

6) Present on two (2) final plant configurations with the intent of selecting one (1) alternative for the CDPR, and

2.7.1 Constructability and Maintenance of Plant Operations – AMENDED SERVICES

The Design-Builder will evaluate and provide constructability input and maintenance of plant operations (MOPO) for the selected alternative. Efforts will use a level of development (LOD) 200 building information modeling (BIM) model to verify and develop the MOPO plan for the CDPR.

2.7.2 Conceptual Site Plans – AMENDED SERVICES

The Design-Builder will develop a conceptual site plan showing the selected alternative from the TM & Decision Matrix Consolidation Workshop. Efforts will include a level of development (LOD) 200 building information modeling (BIM) model to include the valves, piping and appurtenances within the lower pipe and valve gallery.

TASK 3 – CONCEPTUAL PRICE MODELING – AMENDED SERVICES

Based on the outcome of the TM and Decision Matrix Consolidation Workshop, the Design-Builder will develop an Association for the Advancement of Cost Engineering (AACE) Level 5opinion of probable construction cost (OPCC) for one (1) full plant improvement alternate to be included in the draft Conceptual Design Preliminary Report.

Once the draft CDPR has been reviewed by the City, the Design-Builder will develop a final Level 5 OPCC estimate based on the CIP projects determined as part of the CDPR Workshop.

Modification of scope within Amendment 1 to provide a single price model of the City's selected option in lieu of supplying pricing for two alternatives. A credit is being provided for this change in scope.

TASK 5 – PERMITTING SERVICES – ADDITIONAL SERVICES

5.3 Final Design, Package 2 Permitting Services
Design-Builder will coordinate and attend pre-application meetings with the City and the permitting agencies listed below to discuss the project, project phasing and schedule, and to confirm understanding of the applicable regulations and submittal processes. Meetings will be in person, virtual, or both, as suited to meet the needs of the agency and the attendees. Design-Builder shall proactively negotiate with the permitting agencies to reduce costs to the Project in the City's best interest. The pre-application meeting agenda and meeting summary will be developed and distributed via electronic delivery in PDF format by the Design-Builder. The pre-application meeting agenda and meeting summary will be developed and distributed via electronic delivery in PDF format by the Design-Builder.

At the completion of the 90% design documents, the Design-Builder shall prepare and submit the executed permit applications and supporting documents to the permitting agencies. Design-Builder shall review and respond to Requests for Additional Information (RAI) received from each agency. Due to the project's phasing, multiple applications may be submitted to some agencies. The Design-Builder may request the multiple applications be assigned to a single permit when applicable. The comments received from the permit agencies will be incorporated into the Issued for Construction set of documents.

TASK 7 – PRELIMINARY DESIGN SERVICES – ADDITIONAL SERVICES

7.4 HAZARDOUS MATERIALS INVESTIGATION

7.4.1 Lead Testing
Design-Builder will obtain up to fifteen (15) representative paint chip samples for total lead analysis. Typical suspect lead-based paint coated materials that may be sampled include pipes, pumps, bollards, handrails, metal girders/frames, fasteners, floors, walls, siding, etc.

Reporting
Following completion of the field portion of the survey, an electronic copy (pdf) of the final Hazardous Materials Assessment Report will be submitted to the City. This report will contain the detailed results of materials observed, sampling activities, asbestos containing material locations, and quantification.

TASK 10 – FINAL DESIGN SERVICES – ADDITIONAL SERVICES

10.2 Package 2 Final Design Services
The Design-Builder will perform preliminary and final engineering services and prepare and submit construction plans and specifications at 60%, 90%, 100%, and Issued for Construction levels during the design phase. Package 2 generally consists of the following work scope items as outlined in the Conceptual Preliminary Design Report dated May 23, 2024:

- Demolition of existing storage tanks S-1 through S-5,
- High service pumping station based on vertical turbines located outside in cans,
- Standby backwash pump and piping,

- Optimization improvements including new blending piping, flow control valves, and static mixers,
- Surge control system analysis and upgrades,
- Disposal of existing basement valves and design of piping tie-ins,
- Chemical storage and feed equipment for new optimization area,
- Electrical upgrades including new electrical building and replacement of north and south electrical substations,
- Instrumentation and controls for new equipment,
- PLC equipment and control panel upgrades,
- SCADA system upgrade

Design drawings for the project will generally be completed using Revit 2022 and Civil 3D software. Specifications will follow the 50 Division CSI MasterFormat system. The latest version of City of St. Petersburg CAD standards and standard specifications as of execution of this agreement will be incorporated into the design.

10.2.1 Modeling

The Design-Builder will develop hydraulic and water quality models as the basis for the final design. Results of these modeling efforts will be provided to the City and memorialized in a preliminary engineering report.

10.2.1.1 Blended Water Quality Modeling

Design-Builder will use City provided existing water quality data to model the expected blended water quality for up to five (5) scenarios. This modeling will be used to determine operating scenarios and inform minimum design flow rate requirements for the high service pumping system.

10.2.1.2 Hydraulic Modeling

Design-Builder will use the City's water transmission system hydraulic model, currently being developed by others as part of a separate project, as the basis for development of Design-Builder's independent hydraulic models. These modeling efforts will include:

- Hydraulic modeling development using Infowater software for pump station and transmission mains to encompass the entire system from Cosme WTP clearwells, proposed high service pump station including split header if applicable, proposed blending facility, surge control system, gulf to bay booster pump station, and transmission mains discharging into the storage tanks at Oberly and Washington Terrace. The InfoWater model will be used to conduct steady state and transient modeling analyses (up to 20 scenarios each). These analyses will form the basis of the pump station design and surge system improvements.

10.2.2 Preliminary Design Workshops

The Design-Builder will facilitate five (5) workshops with the goal of collaborating with City staff to provide the best possible design. These workshops will include:

- Modeling Workshop – focus will be to present the results of water quality and hydraulic modeling efforts described.
- Process Workshop – focus will be piping modifications in the basement; high service pump station configuration; optimization/blending facility configuration; Surge control system.

- Electrical, Instrumentation and Control, and SCADA Workshop – focus will be the electrical improvements and upgrades for Package 2.
- Value Engineering Workshop – focus will be on the construction methodology, design, materials and equipment selections.
- MOPO Workshop – focus will be to consolidate all MOPOs discussed through the other workshops and incorporate into the final design.

10.2.3 Civil/Site Design Services

The Design-Builder will provide the civil/site design required to integrate the new pump station and optimization/blending facility into the existing site configuration. The civil/site design is anticipated to include:

- Demolition plans for storage tanks S-1 through S-5
- Paving, grading, drainage plans and stormwater management
- Plant road improvements to tie into existing on-site access roads
- Auto-turn analysis for truck traffic
- Sidewalks and curbing for access to new pump station and optimization/blending areas
- Civil/Site demolition
- Yard piping modifications
- Chemical duct banks
- Final landscaping

10.2.4 Structural/Architectural Design Services

The Design-Builder will provide structural design services to incorporate all remaining Package 2 work including:

- New high service pump station foundations, vertical turbine pump cans, and equipment pads
- New optimization/blending facility equipment pads and walled enclosures for windborne debris protection as required
- New electrical building
- Chemical feed/storage area for optimization/blending area

10.2.5 Process/Pumping System Design Services

The Design-Builder will provide process design services for the remaining work items in Package 2 including:

- Pump station equipment layout
- Pump station physical model in accordance with Hydraulic Institute Standard 9.8.
- Sizing and specification of all pump station equipment and valving
- Optimization/blending piping configuration and sizing and specification of equipment, piping and valves
- Surge control system upgrades layout, and sizing and specification of equipment, piping, and valves
- Optimization area chemical storage and feed system
- Piping connections for new facilities

- Demolition of equipment and piping in the existing pump room and basement
- Coordinate with instrumentation and control discipline to develop process control strategy
- Assist with MOPO planning to minimize Plant disruption

10.2.6 Mechanical, Electrical, And Plumbing Design Services

The Design-Builder will provide mechanical, electrical and plumbing (MEP) design services for the new electrical building. The design will include determination of electrical and plumbing requirements, plans and specifications for the MEP equipment.

10.2.7 Electrical Design Services

The Design-Builder will provide design services for the electrical upgrades for Package 2 to include:

- New 13,200-4160v transformers to replace the existing 13,200-2400V transformers.
- New electrical service in the new electrical building to replace the existing 2400V switchgear with 4160V switchgear.
- Removal of temporary transformer from Package 1 and direct connection of new generators to new electrical switchgear.
- Replacement of the existing 480v north and south substation transformers and panels.
- New electrical feeders for the high service pump station
- New electrical feeders for the optimization/blending facility area for valve operators and instrumentation
- Demolition of electrical equipment no longer required in the ammonia and chlorine gas buildings
- Replacement of existing power cabling
- Assisting with MOPO planning to minimize Plant disruption.

10.2.8 Instrumentation and Control Design Services

The instrumentation and controls design will incorporate new equipment, instrumentation and controls into the plant's existing control network including:

- Develop control strategy for the new pump station
- Optimization/blending system instrumentation and controls
- Surge protection system instrumentation and controls as applicable.
- Develop/update P&ID drawings for new or modified facilities.
- Develop new system architecture drawings
- Develop new network drawings including the new fiber backbone
- Develop control panel and PLC upgrade plans
- Develop SCADA system upgrade plans
- Develop instrumentation and control specifications based on the City's standards.

10.2.9 Submittals

10.2.9.1 30% Design

The Design-Builder will memorialize the results of the Preliminary Design Workshops in a Preliminary Design Report (PDR) for Package 2. This report will be used for FDEP permitting for

the new high service pump station and optimization/blending facility improvements, chemical storage and dosing improvements, and surge control system improvements. The report will form the basis for the final design plans and specifications. The PDR will also include up to ten 30% design level sketches to illustrate the design concept. Once this design level is reached the Design-Builder will meet with the City staff and conduct a review workshop. The final PDR will be signed and sealed.

10.2.9.2 60% Design

The Design-Builder will provide a 60% submittal utilizing the design concepts developed and approved in the 30% review meeting and submittal. The 60% submittal will include the following:

- Development of Civil 3D design models
- Development of Revit 3D design models
- Develop of site, structural, process, mechanical, electrical, plumbing, and instrumentation plans
- Technical specifications for divisions 01000 through 16000
- Advance control strategy
- Equipment listing by manufacturer
- Constructability reviews by Design-Builder
- Development of a site-specific phased construction Maintenance of Plant Operations (MOPO) plan to minimize disruption to Plant operations.

The Design-Builder will also submit a comment tracking log detailing how the 30% comments were addressed in the 60% submittal.

10.2.9.3 90% Design

The Design-Builder will provide a 90% submittal utilizing the design concepts developed and approved in the 60% review meeting and submittal. The 90% submittal will include the following:

- Advance plan, elevation, profile, and section views
- Pump Station physical model report
- Project design details
- Advance site, structural, process, mechanical, electrical and instrumentation plans
- Advance control strategy
- Advance technical specifications
- Constructability reviews by Design-Builder
- Update of the site-specific phased construction MOPO plan to minimize disruption to Plant operations.

The 90% submittal documents will also be transmitted to any required permitting agencies along with all executed permit applications and supporting documents.

The Design-Builder will also submit a comment tracking log detailing how the 60% comments were addressed in the 90% submittal.

10.2.9.4 100% Design

The Design-Builder will provide a 100% submittal utilizing the design concepts developed and approved in the 90% review meeting and submittal. The 100% Issued for Construction submittal will include the following:

- Final plan and profile views
- Final site, structural, process, mechanical, electrical, plumbing, and instrumentation plans
- Final control strategy
- Final technical Specifications
- Final site-specific phased construction MOPO plan to minimize disruption to Plant operations.

10.2.9.5 Issued for Construction

The Design-Builder will provide an Issued for Construction submittal incorporating any plan modifications required by permitting agencies. The Issued for Construction submittal will include the following:

- Signed/sealed Issue for Construction (IFC) documents incorporating all permitting and 100% comments.

The Design-Builder will also submit a comment tracking log detailing how the 100% comments were addressed, as well as permitting comments.

TASK 11 – PRICE MODELING PACKAGE 2 – ADDITIONAL SERVICES

The Design-Builder will develop, update, and submit pricing subsequent to the 30%, 60%, 90% design milestones with the following level of detail:

11.1 30% Design Price Modeling

The 30% Design Level 4 Estimate will provide a high-level view of the building components and assumptions. A list of value engineering/alternate items will be included for discussion, review, and potential inclusion into next round of design. City to provide input and approval for any items during price model review.

Equipment that has the potential to impact the critical path will be identified at the 30% design stage and a recommendation for procurement via an Early Procurement GMP will be provided to the City for evaluation. If selected, the early procurement GMP will be submitted for approval at the completion of the 60% design.

11.2 60% Design Price Modeling

The 60% Price Model will provide a detailed assessment of the complete project budget broken down by scope of work at the 60% design level. Potential self-perform work along with updated market pricing from subcontractors and suppliers will be included where applicable. The price model will also include a design progression to identify major changes for each round of design as applicable. The budget estimate and design progression log will be reviewed in detail with the City to facilitate further decision making. An updated list of value engineering/alternate items will be included for discussion, review, and potential inclusion into next round of design. City to provide input and approval for any items during price model review.

A comprehensive subcontractor selection plan for assignment of subcontractors will be developed and submitted with the 60% Price Model. This plan includes creation of specific bid packages for trades and materials as the project progresses. The Design-Builder will maintain Small Business Enterprises (SBEs) programs for compliance with the City's requirements.

11.3 Early Procurement GMP at 60% Design

If selected by the City at the 30% Design stage, the Early Procurement GMP will be assembled based on the design documents containing updated pricing, price comparison to the 30%, and a design progression log. This GMP will include material costs for procurement of the selected equipment and/or material, associated labor and management time to review, approve, release, and unload of items on the project.

Items suitable for Owner Direct Purchase (ODP) will be identified and the Design-Builder will collaborate with the City for administration of all ODP contracts.

11.4 90% Design GMP

A GMP will be assembled based upon the design documents containing updated market prices by competitive bidding process, price comparison to the 60% pricing, and a design progression log. Potential self-perform work along with updated market pricing from subcontractors and suppliers will be included where applicable. The price model will also include a design progression to identify major changes for each round of design as applicable.

TASK 12 – PUBLIC OUTREACH – ADDITIONAL SERVICES

Design-Builder will provide public outreach services for Package 1 and Package 2 to establish regular points of contact and communication of expected construction activities with the surrounding public.

12.1 Project Coordination and Direct Support

Task includes time to attend up to nine (9) meetings with City staff and/or attend project team meetings, management of the public outreach element of the project, preparing monthly invoices, and miscellaneous communications. This task includes development of a review process for all materials to ensure consistency with City requirements.

12.2 Public Information Materials

Design-Builder will draft, finalize and produce the following public information deliverables:

- Key messages for overall project, including need, benefits, schedule, public engagement, construction, traffic and safety. These messages will be used as the basis for all public communications, including but not limited to a project fact sheet, web content, news release and more.
- A project fact sheet using existing project team graphics, new photography (if needed) and graphic design. Includes layout and printing of up to 300 color copies, 2-sided, 8.5" x 11".
- Web content for creation of a project web page on the City's website. Task includes two additional updates – one at 90% design and one at 100% design.
- Up to six (6) social media alerts/updates for the City to post on its social media channels (e.g., Nextdoor). Design-Builder will coordinate with Tampa Bay Water to target the Cosme/Keystone area via Nextdoor.
- Two news releases to promote the project and the City's commitment to reliability, resilience and water quality. The first release would announce the project start and include need, benefits and schedule. The second release would announce project construction and

include any important construction-related information for stakeholders and highlight FEMA funding, if received.

Design-Builder will develop all material in compliance with the City's graphics and design standards.

12.3 Public/Stakeholder Engagement

The project team's public engagement strategy will be coordinated with the City's marketing and community services departments to support the City's typical efforts and leverage existing resources to eliminate redundancy. This approach will facilitate dialogue with stakeholders and obtain feedback via various mechanisms.

- Stakeholder Identification and Database Development – Design-Builder will work with the City to identify affected stakeholders, including the Keystone Civic Association, Keystone United Methodist Church, abutting property owners and more.

12.3.1 Initial One-on-One Stakeholder Outreach

- After identifying key stakeholders, Design-Builder will schedule and conduct, with the City project manager and key members of the project team, up to eight (8) one-on-one or small group stakeholder briefings. These briefings will establish two-way communication pathways for ongoing discussion between stakeholders and the project team. Feedback received in these briefings can help the project minimize impacts on stakeholders in the design/planning process.

12.3.2 30% Design Public Meeting.

Design-Builder will work with City staff to plan and implement a 30% design public meeting. Task includes:

- Identifying, securing and renting the property at which to hold the meeting.
- Assisting in meeting notification by:
- Creating and placing up to six (6) informational signs, to be placed in high-traffic locations. City marketing staff to handle sign layout; Design-Builder will print and post signs.
- Emailing contacts established in the one-on-one/small group briefings.
- Working with the project team to create and produce up to five (5) display boards to explain the project to attendees upon meeting arrival.
- Creating a PowerPoint presentation using the City's template and messaging to address: project need, intent and benefits, project location, schedule/next steps, and the process/schedule for receiving community input.
- Creating a comment form to gauge meeting effectiveness and solicit comments and/or questions. The City could replicate the comment form as an online survey, as it has done for other projects.
- Producing a meeting summary of the meeting and providing all meeting materials in ADA-compliant PDF form for posting on the City's project web page.
- AV rental including podium, microphone, speakers, screen and projector.

12.3.3 90% Design Public Meeting

Design-Builder will work with City staff to plan and implement a 90% design public meeting, which will focus on the schedule and early work that might occur prior to 100% design. Task includes:

- Identifying, securing and renting the property at which to hold the meeting.
- Assisting in meeting notification by:
- Creating and placing up to six (6) informational signs, to be placed in high-traffic locations. City marketing staff to handle sign layout; Design-Builder will print and post signs.
- Emailing contacts established in the one-on-one/small group briefings.
- Working with the project team to create and produce up to five (5) display boards to explain the project to attendees upon meeting arrival.
- Creating a PowerPoint presentation using the City's template and messaging to address: project need, intent and benefits, project location, schedule/next steps, and the process/schedule for receiving community input.
- Creating a comment form to gauge meeting effectiveness and solicit comments and/or questions. The City could replicate the comment form as an online survey, as it has done for other projects.
- Producing a meeting summary of the meeting and providing all meeting materials in ADA- compliant PDF form for posting on the City's project web page.
- AV rental including podium, microphone, speakers, screen and projector.

12.3.4 Pre-Construction Public Meeting

After FEMA grant consideration, Design-Builder will work with City staff coordinate construction phase public information. Efforts may include, but are not limited to:

- Maintenance of traffic notifications and/or social posts
- Emails to key stakeholders/stakeholder groups
- Updates to web content
- Project email
- Setting up and staffing a project email
- Design-Builder will use existing project phone line for fielding project related calls

ALLOWANCE

This Amendment establishes an allowance for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization form the City and such authorization shall set forth the additional services to be provided by the Design-Builder. The price of any additional services shall not exceed the amount of the allowance set forth in this Amendment.

DELIVERABLES

The schedule for deliverables is shown below.

TASK 1:

- Draft and final kickoff meeting agenda and draft and final meeting minutes
- Draft and final progress meeting agendas and draft and final meeting minutes
- Updated comment tracking log

TASK 5:

- Copies of permit applications and corresponding exhibits.
- Responses to RAIs by jurisdiction authorities
- Copies of approved permits
- Updated of permit log and meeting minutes with agencies
- Executed permit applications (accompanied by 90% design submittal plans and specifications)

TASK 7:

- Lead testing report

TASK 10:

- Workshop meeting agendas and meeting minutes (draft and finals for each)
- Water quality and hydraulic models (1 electronic copy in PDF format and modeling files)
- Draft preliminary engineering report (1 electronic copy) and sketches
- Final preliminary engineering report (1 electronic copy) and sketches
- 60% design submittal plans, specifications, and comment tracking logs (3 copies 11”x17” and 1 electronic copy)
- 90% design submittal plans, specifications, and comment tracking logs (3 copies 11”x17” and 1 electronic copy)
- 100% design submittal plans, specifications, and comment tracking logs (3 copies 11”x17” and 1 electronic copy)
- Issued for Construction (IFC) submittal plans, specifications, and comment tracking logs (3 copies 11”x17” and 1 electronic copy)

TASK 11:

- 30% Design Level 4 Estimate
- 60% Design Price Model
- 60% Early Procurement GMP (if elected)
- 90% GMP

TASK 12:

- Project fact sheet
- Web content for project page on City of St. Petersburg’s website
- Two (2) news releases
- 30% Design public meeting
- 90% Design public meeting
- Pre-construction Public Meeting
- Setup and staffing of project email and phone line

SCHEDULE

The Final Design schedule for Package 2 is as follows:

Milestone	Time from NTP
Workshops	9 Weeks
30%/PDR Design Package Submission	23 Weeks
30%/PDR Review	25 Weeks
Signed/Sealed PDR Submission	27 Weeks
60% Design Package Submission	37 Weeks
60% Review	39 Weeks
90% Design Package Submission	51 Weeks
90% Review	53 Weeks
100% Design Package Submission	57 Weeks
Issued For Construction Submission	64 Weeks

Milestone	Estimated Timeline
Early Procurement GMP	60% Design Package + 4 Weeks
GMP Package	90% Design Package + 4 Weeks

SUBCONSULTANTS - Additional

Hazen and Sawyer, P.C. (Hazen) – Structural Design, Pump System Modeling and Design Support
Process Controls and Instrumentation (PCI) – Electrical / I&C, and SCADA
Tierra – Hazardous Material Investigation
Dialogue – Public Outreach

END OF SCOPE

Exhibit B

City of St. Petersburg

Cosme Water Treatment Plant - Operational and SCADA Improvements, Design-Build Services

Project No. 19075-111

PCL Construction, Inc.

Phase 1B Package 2 - Operational and SCADA Improvements Preconstruction Fee Breakdown

Task ID	A. Scope of Services	Project Management: Project Principal	Project Management: Project DB Mgr.	Project Management: Construction Mgr.	Project Management: Construction QA / QC Mgr.	Project Management: DB Safety Mgr.	Estimating: Precon Manager	Estimating: Sr. Estimator	Wade Trim & Subconsultants	Labor Hours	GC Price	Total Price
	Hourly Rate	$ 205.00	$ 175.00	$ 135.00	$ 130.00	$ 112.00	$ 135.00	$ 120.00				
		Jim Holtje	Aaron Tomita	Andrew Hogan	Tyler Brewer	Eric Winders	Eric Nash	Russ Humphreys				
1	**Task 1 - Project Setup and Administration**											
	1.1.1 - Project Setup - CONTINUED SERVICES		3	6	2		8	4	$ 14,980.50	23	$ 3,155.00	$ 18,135.50
	1.2.2 - Internal Kick-off Meeting - ADDITIONAL SERVICES	2	3	6			8	2	$ 14,913.50	21	$ 3,065.00	$ 17,978.50
	1.3.2 - External Kick-off Meeting - ADDITIONAL SERVICES		2	4			4		$ 20,518.50	10	$ 1,430.00	$ 21,948.50
	1.4 - Project Coordination Meetings - ADDITIONAL SERVICES		0	0					$ -	-	$ -	$ -
	1.4.1 - City Coordination Meetings	5	8	20			40		$ 12,780.00	73	$ 10,525.00	$ 23,305.00
	1.4.2 - Collaboration Meetings	6	4	8			24	8	$ 54,964.00	50	$ 7,210.00	$ 62,174.00
	1.4.3 - Internal Progress Meetings		6	12	3		16	8	$ 61,365.50	45	$ 6,180.00	$ 67,545.50
	1.4.4 - Submittal Design Review Meetings		4	8	4		32	8	$ 85,658.00	56	$ 7,580.00	$ 93,238.00
	1.4.5 - Facilitated Risk Workshop		4	8	4		16	4	$ 13,810.00	36	$ 4,940.00	$ 18,750.00
	1.5 - Project Administration - ADDITIONAL SERVICES		4	8			32		$ 66,847.50	44	$ 6,100.00	$ 72,947.50
	Subtotal - Task 1 - Project Setup and Administration	13	38	80	13	0	180	34	$ 345,837.50	358	$ 50,185.00	$ 396,022.50
3	**Task 3 - Conceptual Price Modeling - MODIFIED SERVICES**											
	3 - Credit for (1) Conceptual Price Model - Amendment 1		-2	-4			-10	-20	$ -	(36)	$ (4,640.00)	$ (4,640.00)
	Subtotal - Task 3 - Conceptual Price Modeling	0	-2	-4	0	0	-10	-20	$ -	(36)	$ (4,640.00)	$ (4,640.00)
5	**Task 5 - Permitting Services - ADDITIONAL SERVICES**											
	5.3 - Final Design, Package 2 Permitting Services			40			40		$ 59,200.00	80	$ 10,800.00	$ 70,000.00
	Subtotal - Task 5 - Permitting Services	0	0	40	0	0	40	0	$ 59,200.00	80	$ 10,800.00	$ 70,000.00
7	**Task 7 - Preliminary Design Services - ADDITIONAL SERVICES**											
	7.4 - Hazardous Material Investigation						4		$ 360.00	4	$ 540.00	$ 900.00
	7.4.1 - Lead Testing								$ 4,200.00	-	$ -	$ 4,200.00
	Subtotal - Task 7 - Preliminary Design Services	0	0	0	0	0	4	0	$ 4,560.00	4	$ 540.00	$ 5,100.00
10	**Task 10 - Final Design Services - ADDITIONAL SERVICES**											
	10.2 - Package 2 Final Design Services								$ -	-	$ -	$ -
	10.2.1 - Modeling								$ -	-	$ -	$ -
	10.2.1.1 - Blended Water Quality Modeling								$ 21,800.00	-	$ -	$ 21,800.00
	10.2.1.2 - Hydraulic Modeling								$ 69,574.00	-	$ -	$ 69,574.00
	10.2.2 - Preliminary Design Workshops		20	20			40		$ 172,388.50	80	$ 11,600.00	$ 183,988.50
	10.2.3 - Civil/Site Design Services			16			16	8	$ 50,280.00	40	$ 5,280.00	$ 55,560.00
	10.2.4 - Structural/Architectural Design Services			16			16	8	$ 4,020.00	40	$ 5,280.00	$ 9,300.00
	10.2.5 - Process/Pumping System Design Services			32			48	32	$ 145,200.00	112	$ 14,640.00	$ 159,840.00
	10.2.6 - Mechanical, Electrical, and Plumbing Design Services			8			8	8	$ 2,680.00	24	$ 3,120.00	$ 5,800.00
	10.2.7 - Electrical Design Services			16			16	16	$ 376,194.25	48	$ 6,240.00	$ 382,434.25
	10.2.8 - Instrumentation and Control Design Services			16			16	16	$ 337,937.50	48	$ 6,240.00	$ 344,177.50
	10.2.9 - Submittals								$ -	-	$ -	$ -
	10.2.9.1 - 30% Design		48	112	16	8	112	32	$ 553,792.00	328	$ 45,456.00	$ 599,248.00
	10.2.9.2 - 60% Design		64	128	16	8	128	24	$ 518,752.50	368	$ 51,616.00	$ 570,368.50
	10.2.9.3 - 90% Design		64	128	16	8	128	24	$ 439,584.00	368	$ 51,616.00	$ 491,200.00
	10.2.9.4 - 100% Design		32	48	16	16	48	24	$ 194,995.15	184	$ 25,312.00	$ 220,307.15
	10.2.9.5 - IFC Submittal		8	16	8	0	16	24	$ 101,177.85	72	$ 9,640.00	$ 110,817.85
	Subtotal - Task 10 - Final Design Services	0	236	556	72	40	592	216	$ 2,988,375.75	1,712	$ 236,040.00	$ 3,224,415.75
11	**Task 11 - Price Modeling Package 2 - ADDITIONAL SERVICES**											
	11.1 - 30% Design Price Modeling	16	16	24	4	4	16	8	$ 5,310.00	88	$ 13,408.00	$ 18,718.00
	11.2 - 60% Design Price Modeling	16	16	32	8	0	16	16	$ 5,310.00	104	$ 15,520.00	$ 20,830.00
	11.3 - Early Procurement GMP at 60% Design	12	24	24	12	16	16	16	$ 5,310.00	120	$ 17,332.00	$ 22,642.00
	11.4 - 90% Design Price GMP (Initial Submission + 1 revision)	24	48	48	12	16	48	48	$ 5,310.00	244	$ 35,392.00	$ 40,702.00
	Subtotal - Task 11 - Price Modeling Package 2	68	104	128	36	36	96	88	$ 21,240.00	556	$ 81,652.00	$ 102,892.00
12	**Task 12 - Public Outreach - ADDITIONAL SERVICES**											
	12.1 - Project Coordination and Direct Support		4	4			8		$ 15,210.00	16	$ 2,320.00	$ 17,530.00
	12.2 - Public Information Materials						8		$ 14,175.00	8	$ 1,080.00	$ 15,255.00
	12.3 - Public/Stakeholder Engagement						16		$ 50,820.00	16	$ 2,160.00	$ 52,980.00
	12.3.1 - Initial One-on-One Stakeholder Outreach		8				16		$ -	24	$ 3,560.00	$ 3,560.00
	12.3.2 - 30% Design Public Meeting		4				8		$ 3,200.00	12	$ 1,780.00	$ 4,980.00
	12.3.3 - 90% Design Public Meeting		4				8		$ 3,200.00	12	$ 1,780.00	$ 4,980.00
	12.3.4 - Pre-construction Public Meeting		4	4			4		$ 3,200.00	12	$ 1,780.00	$ 4,980.00
	Subtotal - Task 12 - Public Outreach	0	24	8	0	0	68	0	$ 89,805.00	100	$ 14,460.00	$ 104,265.00
	Conceptual Design Scope of Services - All Tasks TOTAL	81	400	808	121	76	970	318	$ 3,509,018.25	2,774	$ 389,037.00	$ 3,898,055.25
	Allowance for Additional Services:											
	Allowances											
	Owner's Allowance								$ -	-	$ 250,000.00	$ 250,000.00
	Subtotal - Allowances	0	0	0	0	0	0	0	$ -	-	$ 250,000.00	$ 250,000.00
	Conceptual Design Scope of Services - All Tasks & Allowances TOTAL	81	400	808	121	76	970	318	$ 3,509,018.25	2,774	$ 639,037.00	$ 4,148,055.25
		$ 16,605.00	$ 70,000.00	$ 109,080.00	$ 15,730.00	$ 8,512.00	$ 130,950.00	$ 38,160.00				

B. Expenses

	Cost	
Bonds and Insurance	$ -	Bond/E&O/Liability/Workers Comp/Vehicle Ins at 2.75% of Total Price
Vehicles, Fuel, Mileage	Incl	
Cell Phones	Incl	
Computers / Software	Incl	
Office / Documents	Incl	
Wade Trim Subcontractor Markup (from previous sheet)	$ -	0% included in Wade Trim totals above 1.05

Section B. Total	$ -
Section A. Total	$ 4,148,055.25
Total Fee	$ 4,148,055.25

Approvals - gcc
Report • Printed on October 23, 2024

Approved

11/7 Council - PCL - Cosme WTP - DB Third Amendment

Attachments

PCL - Cosme DB - Third Amen
https://stpete1-my.sharepoint.com/:

Final status: Approved

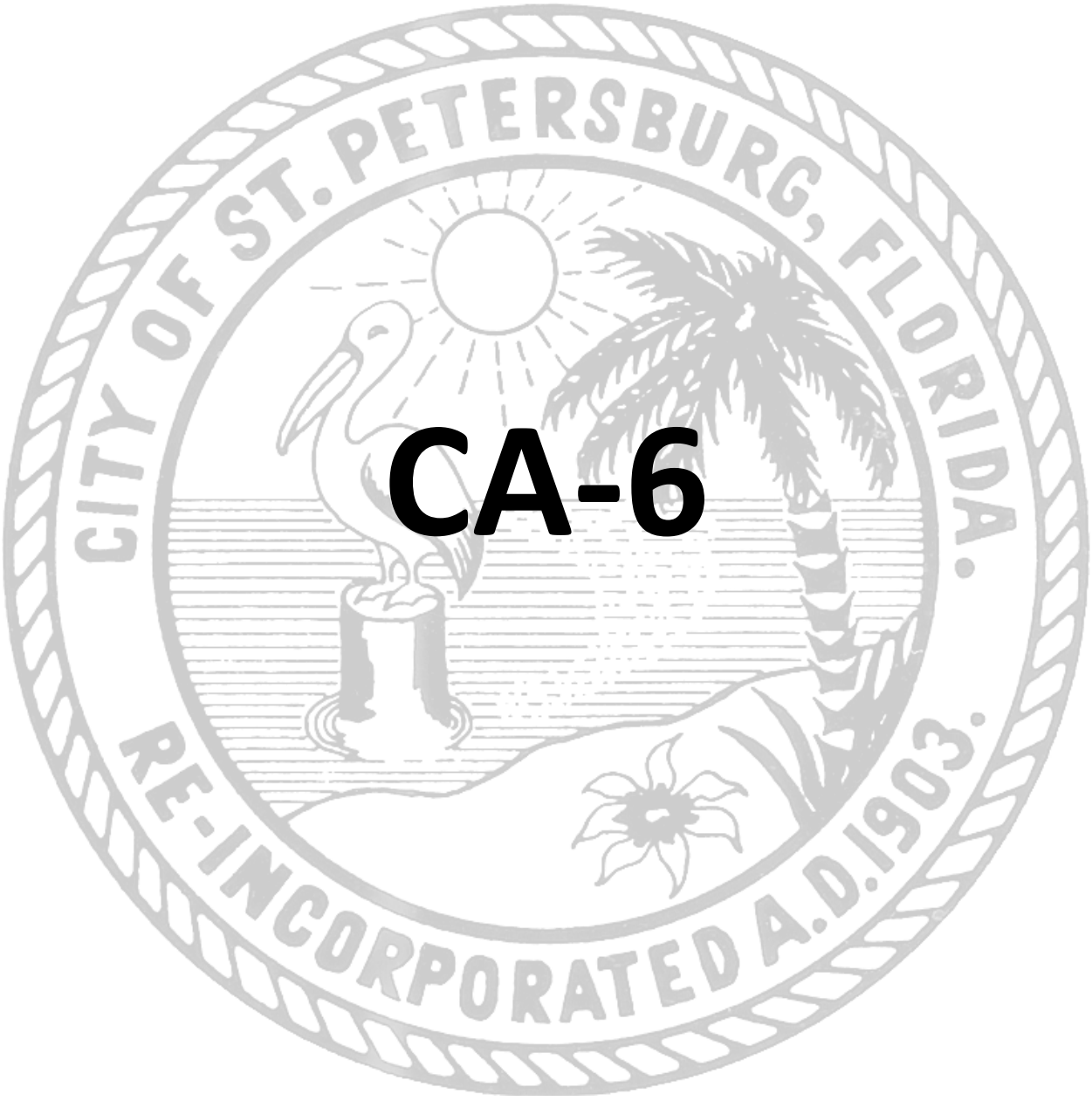
CT **Step 3: Approved by**
Claude Tankersley 10/23/2024 4:41:45 PM

MW **Step 2: Approved by**
Margaret B. Wahl 10/22/2024 4:25:09 PM

BP **Step 1: Approved by**
Brejesh Prayman 10/22/2024 1:07:24 PM

SJ **Requested by**
Sarah B. Johnson 10/22/2024 10:35:56 AM

The following page(s) contain the backup material for Agenda Item: A Resolution accepting Addendum No. 1 dated September 19, 2024 in an amount not to exceed $70,119.02 to the Guaranteed Maximum Price ("GMP") proposal dated June 26, 2023 submitted by Archer Western Construction, LLC ("Archer Western") for construction-phase services for the Sanitation Building Fiber Optic Network Expansion Project, to increase the owner's contingency and provide for various minor cost items requested during the installation of the new fiber optic conduit for the Project; providing that the total GMP for the Sanitation Building Fiber Optic Network Expansion Project shall not exceed $683,801.17; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida, and Archer Western dated November 2, 2023, to incorporate Addendum No. 1 to the GMP proposal into such Agreement and modify other necessary provisions; approving a transfer in the amount of $54,756 from the unappropriated balance of the Technology and Infrastructure Fund (5019), to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $54,756 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the New Sanitation Facility FY21 Project (17971); and providing an effective date (ECID Project No. 22100-124; Oracle Project Nos. 19071, 17971).
Please scroll down to view the backup material.



CA-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

SUBJECT: A Resolution accepting Addendum No. 1 dated September 19, 2024 in an amount not to exceed $70,119.02 to the Guaranteed Maximum Price ("GMP") proposal dated June 26, 2023 submitted by Archer Western Construction, LLC ("Archer Western") for construction-phase services for the Sanitation Building Fiber Optic Network Expansion Project, to increase the owner's contingency and provide for various minor cost items requested during the installation of the new fiber optic conduit for the Project; providing that the total GMP for the Sanitation Building Fiber Optic Network Expansion Project shall not exceed $683,801.17; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida, and Archer Western dated November 2, 2023, to incorporate Addendum No. 1 to the GMP proposal into such Agreement and modify other necessary provisions; approving a transfer in the amount of $54,756 from the unappropriated balance of the Technology and Infrastructure Fund (5019), to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $54,756 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the New Sanitation Facility FY21 Project (17971); and providing an effective date (ECID Project No. 22100-124; Oracle Project Nos. 19071, 17971).

EXPLANATION: On December 1, 2022, City Council acknowledged the selection of four CMAR firms for the CMAR Continuing Services for Water/Wastewater Projects, for the Engineering & Capital Improvements Department and authorized execution of Construction Manager at Risk Agreements with a Guaranteed Maximum Price with those firms. A Letter Agreement as executed with each firm establishing the terms and conditions of the continuing services CMAR Agreement.

On November 2, 2023, City Council approved a GMP Proposal in the amount of $613,682.15 for Archer Western to provide construction management services to furnish and install new underground conduits for fiber optic lines which will provide a connection from the City Network to the new Sanitation Administration Facility located on 20th Avenue North (between 28th and 26th Street North) per the GMP Proposal.

This First Amendment in the not-to-exceed amount of $70,119.02 will increase the Owner's Contingency to pay for requested changes for fiber optic communications serving the new Sanitation Building. These changes, negotiated and accepted by Archer Western and City Administration, include additional work requested by the Department of Technology Services (DoTS), such as verifying and clearing a blocked pathway between existing pull boxes on 13th Ave N, which led to the discovery of a buried handhole at 24th St. N and the installation of a pull string. Additionally, unforeseen cost increases arose due to a damaged pull box lid at 2001 13th Ave N caused by heavy vehicle traffic due to the nature of an adjacent business, this required ordering a new, heavier-duty lid and hatch, and installing a temporary road plate to secure the opening and address the business owner's concerns. These cost items exceeded the original Owner's Contingency.

The summary of the GMP is as follows:

Guaranteed Maximum Price Breakdown	Cost of the Work	$	509,959.00
	General Liability Insurance	$	6,277.01
	CM Contingency	$	13,125.00
	CM Fee	$	62,770.08
	Builder's Risk Insurance	$	36,763.00
	Construction Bond	$	5,858.54
Subtotal GMP		$	597,989.63
Owner Contingency		$	15,692.52
Total GMP		$	613,682.15
Additional Owner's Contingency (Addendum No. 1)		$	70,119.02 (New)
Revised Total GMP		**$**	**683,801.17**

RECOMMENDATION: Approval of a Resolution accepting Addendum No. 1 dated September 19, 2024 in an amount not to exceed $70,119.02 to the Guaranteed Maximum Price ("GMP") proposal dated June 26, 2023 submitted by Archer Western Construction, LLC ("Archer Western") for construction-phase services for the Sanitation Building Fiber Optic Network Expansion Project, to increase the owner's contingency and provide for various minor cost items requested during the installation of the new fiber optic conduit for the Project; providing that the total GMP for the Sanitation Building Fiber Optic Network Expansion Project shall not exceed $683,801.17; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida, and Archer Western dated November 2, 2023, to incorporate Addendum No. 1 to the GMP proposal into such Agreement and modify other necessary provisions; approving a transfer in the amount of $54,756 from the unappropriated balance of the Technology and Infrastructure Fund (5019), to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $54,756 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the New Sanitation Facility FY21 Project (17971); and providing an effective date (ECID Project No. 22100-124; Oracle Project Nos. 19071, 17971).

COST/FUNDING/ASSESSMENT INFORMATION: A portion of funding for this amendment has been previously appropriated in the Sanitation Capital Projects Fund (4024) ($15,364), New Sanitation Facility FY21 Project (17971). Additional funding will be available after the approval of a transfer in the amount of $54,756 from the unappropriated balance of the Technology and Infrastructure Fund (5019), to the General Capital Improvement Fund (3001) and a supplemental appropriation in the amount of $54,756 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the New Sanitation Facility FY21 Project (17971).

ATTACHMENTS: Resolution
GMP Addendum No. 1

RESOLUTION NO. 2024-____

A RESOLUTION ACCEPTING ADDENDUM NO. 1 DATED SEPTEMBER 19, 2024 IN AN AMOUNT NOT TO EXCEED $70,119.02 TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED JUNE 26, 2023 SUBMITTED BY ARCHER WESTERN CONSTRUCTION, LLC ("ARCHER WESTERN") FOR CONSTRUCTION-PHASE SERVICES FOR THE SANITATION BUILDING FIBER OPTIC NETWORK EXPANSION PROJECT, TO INCREASE THE OWNER'S CONTINGENCY AND PROVIDE FOR VARIOUS MINOR COST ITEMS REQUESTED DURING THE INSTALLATION OF THE NEW FIBER OPTIC CONDUIT FOR THE PROJECT; PROVIDING THAT THE TOTAL GMP FOR THE SANITATION BUILDING FIBER OPTIC NETWORK EXPANSION PROJECT SHALL NOT EXCEED $683,801.17; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK ("CMAR") AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND ARCHER WESTERN DATED NOVEMBER 2, 2023, TO INCORPORATE ADDENDUM NO. 1 TO THE GMP PROPOSAL INTO SUCH AGREEMENT AND MODIFY OTHER NECESSARY PROVISIONS; APPROVING A TRANSFER IN THE AMOUNT OF $54,756 FROM THE UNAPPROPRIATED BALANCE OF THE TECHNOLOGY AND INFRASTRUCTURE FUND (5019), TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $54,756 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER, TO THE NEW SANITATION FACILITY FY21 PROJECT (17971); AND PROVIDING AN EFFECTIVE DATE (ECID PROJECT NO. 22100-124; ORACLE PROJECT NOS. 19071, 17971).

WHEREAS, on December 1, 2022, City Council (i) acknowledged the selection of four firms, including Archer Western Construction, LLC ("Archer Western"), as the most qualified firms to provide construction manager at risk services on a continuing basis for Water/Wastewater Projects for the Engineering & Capital Improvements Department and (ii) authorized the Mayor or his designee to execute Construction Manager at Risk Agreements with a Guaranteed Maximum Price ("GMP") between the City and those qualified firms, including Archer Western; and

WHEREAS, on November 2, 2023, City Council approved a GMP Proposal in the $613,682.15 for Archer Western to provide construction management services for the Sanitation

Building Fiber Optic Network Expansion Project ("Project"); and

WHEREAS, Archer Western has submitted to the City for review and acceptance a request for a First Amendment to the Agreement in the amount of $70,119.02 to increase the Owner's Contingency and provide for various minor cost items requested during the installation of the new fiber optic conduit for the Project; and

WHEREAS, the City and Archer Western desire to execute the First Amendment to the Agreement and modify other necessary provisions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Addendum No. 1 dated September 19, 2024 in an amount not to exceed $70,119.02 to the Guaranteed Maximum Price ("GMP") proposal dated June 26, 2023 submitted by Archer Western Construction, LLC ("Archer Western") for construction-phase services for the Sanitation Building Fiber Optic Network Expansion Project, to increase the owner's contingency and provide for various minor cost items requested during the installation of the new fiber optic conduit for the Project is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP amount for the Project shall not exceed $683,801.17.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the first amendment to the Construction Manager at Risk ("CMAR") agreement with a GMP between the City of St. Petersburg, Florida and Archer Western dated November 2, 2023 to incorporate Addendum No. 1 into the GMP Proposal and modify other necessary provisions.

BE IT FURTHER RESOLVED that there is hereby approved a transfer from the unappropriated balance of the Technology and Infrastructure Fund (5019) to the General Capital Improvement Fund (3001) for FY25:

<u>Technology and Infrastructure Fund (5019)</u>	
Transfer to: General Capital Improvement Fund (3001)	$54,756

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, the following supplemental appropriation for FY24 to provide funding for the construction phase services for the project:

<u>General Capital Improvement Fund (3001)</u>	
New Sanitation Facility FY21 Project (17971)	$54,756

This Resolution shall become effective immediately upon its adoption.

LEGAL:	DEPARTMENT:	BUDGET:
00773240		

AW 223188 – 0006

September 19, 2024

Thomas Rice
City of St Petersburg
Engineering & Capital Improvements Dept
One 4th St N
St Petersburg, FL 33701

Mark Laney
City of St Petersburg
Engineering & Capital Improvements Dept
One 4th St N
St Petersburg, FL 33701

PROJECT: **Project No. 22100-124 - Sanitation Building Fiber Optic Expansion**

SUBJECT: **OCO #2 and OCO#3**

REFERNCES: **OCO #2 and OCO #3 Proposals**

Dear Mr. Rice and Mr. Laney,

Please accept this letter as Archer Western's official request regarding Owner Change Order #2 – Existing Conduit Pathway Verification and Owner Change Order #3 – Install New Reinforced Pull Box lid at 2001 13th Ave N. as requested by via email by David Ojeda.

Please find attached the cost breakdown of the Lump Sum proposal in the amount of:
OCO#2 - $25,150.42
OCO#3 - $44,968.60
AWC is requesting a change order to cover the cost associated with this request.

All backup documents have been attached with each proposal herein. OCO#2 costs are associated with pulling string and removing a blockage within the existing conduit to allow the new fiber optic line to be installed. OCO#3 costs are associated with the installation of a new reinforced pull box lid. More detail has been provided in each proposal.

After your review and approval, please present the proper documentation so this change may be incorporated into our schedule of values and paid accordingly. If you need additional information or have other questions, please do not hesitate to contact me at (404) 569-4008.

Sincerely,

Loderic Rose,
Project Manager
ARCHER WESTERN CONSTRUCTION

CC: Bob Bruner, Archer Western
David Ojeda, City of St Petersburg

AW 223188 – 0004

August 16th, 2024

Thomas Rice
City of St Petersburg
Engineering & Capital Improvements Dept
One 4th St N
St Petersburg, FL 33701

Mark Laney
City of St Petersburg
Engineering & Capital Improvements Dept
One 4th St N
St Petersburg, FL 33701

PROJECT: **Project No. 22100-124 - Sanitation Building Fiber Optic Expansion**

SUBJECT: **OCO #2– Verification of Pathway for Existing Fiber Optic Conduit and Install Pull String Rev1**

REFERNCES: **Mears Invoice**

Dear Mr. Rice and Mr. Laney,

Please accept this letter as Archer Western's official request regarding Change Order #2 – Verification of Pathway for Existing Fiber Optic Conduit and Install Pull String as requested by via email by David Ojeda.

Please find attached the cost breakdown of the Lump Sum proposal in the amount of $25,150.42. AWC is requesting a change order to cover the cost associated with this request.

Prior to the installation of the pull string in the new conduits, it was requested that AWC verify the pathway between the two existing pull boxes on 13th Ave N was clean and clear and install pull string once the pathway was verified. During verification of the pathway, a blockage was found and investigated to reveal an existing buried handhole along 13th Ave at the corner of 24th St. N. After discovering the buried handhole, the conduit pathway was verified, and the pull string was installed. This change order captures the cost associated with that work.

After your review and approval, please present the proper documentation so this change may be incorporated into our schedule of values and paid accordingly.

If you need additional information or have other questions, please do not hesitate to contact me at (404) 569-4008.

Sincerely,

Loderic Rose,
Project Manager
ARCHER WESTERN CONSTRUCTION

CC: Bob Bruner, Archer Western
David Ojeda, City of St Petersburg
Stephen Crow, City of St Petersburg
Tina Dineen, City of St Petersburg

Summary Sheet
OCO #02

SHEET NUMBER		TOTAL PER SHEET
# 1		$ 25,150.42

TOTAL COST FOR OCO	$ 25,150.42

Clarifications:

1. DESCRIPTION OF WORK: Change Order Request to verifiy the pathway on the exisitng fiber optic conduit and pull string for Owner's use.

OCO #: 2 Work Item #: Existing Conduit Pathway Verification Sheet 1 Of 1
DATE OF WORK: TBD CONTRACTOR: Archer Western
DESCRIPTION OF WORK: Change Order Request to verifiy the pathway on the exisitng fiber optic conduit and pull string for Owner's use.

Archer Western Construction

DESCRIPTION	Unit of Msr.	QTY.	MATERIAL		MANHOURS		LABOR		EQUIPMENT		SUB-CONTRACT		OTHER DIRECT COST		TOTAL
			UNIT	EXT.	UNIT	EXT.	RATE	EXT.	UP	EXT	UP	EXT	UP	EXT	
Labor															
					0.0	0.00		$ -		$0					$ -
					0.0	0.00		$ -		$0					$ -
					0.0	0.00		$ -		$0					$ -
					0.0	0.00		$ -		$0					$ -
Project Manager	Ea	2			1.0	2.00	$ 70.00	$ 140.00		$0					$ 140.00
Assistant Project Manager	Ea				0.0	0.00	$ 56.00	$ -		$0					$ -
Project Engineer	Ea	2			1.0	2.00	$ 43.00	$ 86.00		$0					$ 86.00
Project Superintendent	Ea				0.0	0.00	$ 70.00	$ -		$0					$ -
Safety Manager	Ea				0.0	0.00	$ 54.00	$ -		$0					$ -
Quality Control Manager	Ea				0.0	0.00	$ 54.00	$ -		$0					$ -
Surveyor and Layout	Ea				0.0	0.00	$ 46.00	$ -		$0					$ -
Record Drawings	Ea				0.0	0.00	$ 43.00	$ -		$0					$ -
SUBTOTAL LABOR															$ 226.00
Equipment / Materials/ Subcontract/ Other Direct Cost															
Mears - Pathway Verification and Pull String in Existing Conduit, Excavation to remove obstruction, and Restoration	Days	4									$4,800.00	$ 19,200.00			$ 19,200.00
MOT Setup	Days	2									$2,000.00	$ 4,000.00			$ 4,000.00
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
SUBTOTAL EQUIPMENT, MATERIALS, SUB-CONTRACT AND OTHER DIRECT COST															$ 23,200.00
SUBTOTAL 1															**$ 23,426.00**
COUNTY TAX @ 1% on 1st 5K				$ -											$ -
STATE TAX% 6%				$ -											$ -
LABOR BURDEN @ 52%								$ 117.52							$ 117.52
SUBTOTAL 2				$ -		4.00		$ 343.52		$ -		$ 23,200.00		$ -	**$ 23,543.52**

Project No 22100-124 - Santiation Building Fiber Optic Expansion

MARK UP ON LABOR BURDEN, MATERIALS, & EQUIPMENT (15%)			$ 51.53
MARK UP ON SUBCONTRACTOR (5% OF SUBCONTRACTOR)			$ 1,160.00
MARK UP ON OTHER DIRECT COST (15% OF OTHER DIRECT COST)			$ -
SUBTOTAL COST			**$ 24,755.05**
SMALL TOOLS AND CONSUMABLES	**5%**		$ 17.18
SAFETY SUPPLIES	**2%**		$ 6.87
BONDS & INSURANCE	**1.5%**		$ 371.33
GRAND TOTAL			**$ 25,150.42**

Job Invoice

Mears Construction LLC

1606 Eastport Plaza Dr. STE 110
Telephone: 618-343-6400 - FAX: 618-343-6401
Fed. Tax I.D.#76-0612167

SVC Customer I/O No.	WR #	Mears Job No.	Invoice Date	Job Invoice Number
	223188S0002	7502491001	08/06/24	PROFORMA

G/L #: 0005751500

INVOICE TO: **AWC SUB ST PETE FIBER**

Attention: **Accounts Payable**

INV Reference:

JOB DESCRIPTION

DOC REF: CR72424, CR72524, CR73124, TC73124, CR80124, TC80124

Date	Description	QTY	$ PER DAY	Total
7/24/2024	Crew Day Rate	1	$4,800	**$4,800.00**
7/25/2024	Crew Day Rate	1	$4,800	**$4,800.00**
7/31/2024	Crew Day Rate	1	$4,800	**$4,800.00**
7/31/2024	Traffic Control	1	$2,000	**$2,000.00**
8/1/2024	Crew Day Rate	1	$4,800	**$4,800.00**
8/1/2024	Traffic Control	1	$2,000	**$2,000.00**

Remit to:
Mears
P O Box 281949
Atlanta, GA 30384-1949

Wire Instructions:
Bank of America
Dallas, Texas
ABA# 111000025 - ACH Transfers
ABA#026009593 - Wire Transfers
For Credit: Quanta Services LP Mears Collections Account
A/C# 488015455385

TIN No. 76 - 0612167

TERMS: **NET 30** **TOTAL** **$23,200.00**

ACCOUNTS, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

Distribution: WHITE - Client GREEN - Client CANARY - Numeric File PINK - Unpaid File GOLD - Job File

AW 223188 – 0005

September 18, 2024

Thomas Rice
City of St Petersburg
Engineering & Capital Improvements Dept
One 4th St N
St Petersburg, FL 33701

Mark Laney
City of St Petersburg
Engineering & Capital Improvements Dept
One 4th St N
St Petersburg, FL 33701

PROJECT: **Project No. 22100-124 - Sanitation Building Fiber Optic Expansion**

SUBJECT: **OCO #3– Install New Reinforced Pull Box Lid at 2001 13th Ave N. Rev1**

REFERNCES: **Mears CR002, CR003, CR004**

Dear Mr. Rice and Mr. Laney,

Please accept this letter as Archer Western's official request regarding Change Order #4 – Install New Reinforced Pull Box lid at 2001 13th Ave N. as requested by via email by David Ojeda.

Please find attached the cost breakdown of the Lump Sum proposal in the amount of $44,968.60.
AWC is requesting a change order to cover the cost associated with this request.

During the installation of the pull string in the conduits, it was found that the lid to the pull box in front of 2001 13th Ave N. had been damaged by heavy vehicle traffic. Per direction from City of St. Pete, AWC and Mears ordered a new lid to replace the damaged lid. While waiting on the lid to manufactured and delivered, the business owner insisted we cover the handhole temporarily. A road plate and secured with cold patch asphalt was installed to secure the opening and please the Business Owner. AWC was informed the heavy traffic that damaged the original lid is a regular occurrence at this location due to the nature of the business and was directed to investigate a heavy load rated lid with an access hatch. Both the original and replacement lid complied with the specifications of the project and carried the highest load rating possible from the manufacturer but is not high enough for the heavy trucks that are utilized by the business. This change order reflects the cost associates with all that work.

After your review and approval, please present the proper documentation so this change may be incorporated into our schedule of values and paid accordingly. If you need additional information or have other questions, please do not hesitate to contact me at (404) 569-4008.

Sincerely,

Loderic Rose,
Project Manager
ARCHER WESTERN CONSTRUCTION

CC: Bob Bruner, Archer Western
David Ojeda, City of St Petersburg
Stephen Crow, City of St Petersburg
Tina Dineen, City of St Petersburg

Summary Sheet
OCO #03

SHEET NUMBER		TOTAL PER SHEET
# 1		$ 44,968.60

TOTAL COST FOR OCO	$ 44,968.60

Clarifications:

1. DESCRIPTION OF WORK: Change Order Request to replace damaged handhole lid in front of 2001 13th Ave N. St. Petersburg, that was damaged by local business traffic. Also includes cost for replacement lid and temporary road plate.

OCO #: 3 Work Item #: Install New Reinforced Pull Box Lid Sheet 1 Of 1

DATE OF WORK: TBD CONTRACTOR: Archer Western

DESCRIPTION OF WORK: Change Order Request to replace damaged handhole lid in front of 2001 13th Ave N. St. Petersburg, that was damaged by local business traffic. Also includes cost for replacement lid and temporary road plate.

Archer Western Construction

DESCRIPTION	Unit of Msr.	QTY.	MATERIAL		MANHOURS		LABOR		EQUIPMENT		SUB-CONTRACT		OTHER DIRECT COST		TOTAL
			UNIT	EXT.	UNIT	EXT.	RATE	EXT.	UP	EXT	UP	EXT	UP	EXT	
Labor															
					0.0	0.00		$ -		$0					$ -
					0.0	0.00		$ -		$0					$ -
					0.0	0.00		$ -		$0					$ -
					0.0	0.00		$ -		$0					$ -
Project Manager	Ea	3			1.0	3.00	$ 70.00	$ 210.00		$0					$ 210.00
Assistant Project Manager	Ea				0.0	0.00	$ 56.00	$ -		$0					$ -
Project Engineer	Ea	2			1.0	2.00	$ 43.00	$ 86.00		$0					$ 86.00
Project Superintendent	Ea				0.0	0.00	$ 70.00	$ -		$0					$ -
Safety Manager	Ea				0.0	0.00	$ 54.00	$ -		$0					$ -
Quality Control Manager	Ea				0.0	0.00	$ 54.00	$ -		$0					$ -
Surveyor and Layout	Ea				0.0	0.00	$ 46.00	$ -		$0					$ -
Record Drawings	Ea				0.0	0.00	$ 43.00	$ -		$0					$ -
SUBTOTAL LABOR															$ 296.00
Equipment / Materials/ Subcontract/ Other Direct Cost															
Replacement of damaged handhole lid in front of 2001 13th Ave N.	Ea	1									$ 3,173.00	$ 3,173.00			$ 3,173.00
Install stall temporary steel plate secured with cold patch over pull box at 2001 13th Ave N.	Ea	1									$ 2,492.00	$ 2,492.00			$ 2,492.00
Heavy rated 7'x5'x1.5' precast concrete lid with hatch to replace existing handhole lid	Ea	1									$36,007.00	$ 36,007.00			$ 36,007.00
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
SUBTOTAL EQUIPMENT, MATERIALS, SUB-CONTRACT AND OTHER DIRECT COST															$ 41,672.00
SUBTOTAL 1															**$ 41,968.00**
COUNTY TAX @ 1% on 1st 5K				$ -											$ -
STATE TAX% 6%				$ -											$ -
LABOR BURDEN @ 52%								$ 153.92							$ 153.92
SUBTOTAL 2				$ -		5.00		$ 449.92		$ -		$ 41,672.00		$ -	**$ 42,121.92**

Project No 22100-124 - Sanitation Building Fiber Optic Expansion

MARK UP ON LABOR BURDEN, MATERIALS, & EQUIPMENT (15%)			$ 67.49
MARK UP ON SUBCONTRACTOR (5% OF SUBCONTRACTOR)			$ 2,083.60
MARK UP ON OTHER DIRECT COST (15% OF OTHER DIRECT COST)			$ -
SUBTOTAL COST			**$ 44,273.01**
SMALL TOOLS AND CONSUMABLES	**5%**		$ 22.50
SAFETY SUPPLIES	**2%**		$ 9.00
BONDS & INSURANCE	**1.5%**		$ 664.10
GRAND TOTAL			**$ 44,968.60**

mears
A QUANTA SERVICES COMPANY

5051 Westheimer Rd, Suite 1650
Houston, TX 77056

PHONE 832.634.2900
WEB mears.net

August 14, 2024

Archer Western Construction
Attn: Justin Quary

St Petersburg Sanitation Fiber – CR002

Mr. Quary,
See the below change request:

- Upon receipt of a signed change order, Mears will proceed with ordering and installation of a replacement lid in front 2001 13th Ave N St. Petersburg for $3,173. Our supplier indicated it may take up to 2-4 weeks to get the replacement.

Thank you for considering Mears Group, Inc., for this work. Do not hesitate to call me at (816) 527-7227 with any questions that you may have or if you need anything else.

Thank you,
James Grubb
James Grubb,
Operations Manager

5051 Westheimer Rd, Suite 1650
Houston, TX 77056

PHONE 832.634.2900
WEB mears.net

August 31, 2024

Archer Western Construction
Attn: Loderic Rose

St Petersburg Sanitation Fiber – CR003

Mr. Rose,
See the below change request:

- Mears will proceed with installing a steel plate secured with cold patch in front 2001 13th Ave N St. Petersburg for $2,492. This is inclusive the installation and removal of the plate and up to one month of steel plate rental.

Thank you for considering Mears Group, Inc., for this work. Do not hesitate to call me at (816) 491-5203 with any questions that you may have or if you need anything else.

Thank you,
James Grubb
James Grubb,
Operations Manager

mears
A QUANTA SERVICES COMPANY

5051 Westheimer Rd, Suite 1650
Houston, TX 77056

PHONE 832.634.2900
WEB mears.net

September 13, 2024

Archer Western Construction, LLC
Attn: Loderic Rose

St Petersburg Sanitation – CR004

Mr. Rose,
See the below change request:

Mears Group, Inc., is requesting a change order in the amount of **$36,007** (Thirty-six thousand seven dollars and no cents) for the work associated with installing a modified 7'x5' concrete lid (with hatch) and lowering the existing handhole base at 2001 13th Avenue North, St. Petersburg, Florida. This change request is inclusive of 3 days for a 3-man crew, traffic control, crane to place lid, and final restoration to as found or better conditions. The change request excludes any dewatering.

This change request is dependent on Archer Western approval of lid specifications (attached below).

The manufacturer is indicating 4-6 weeks for production of lid plus shipping time.

Thank you for considering Mears Group, Inc., for this work. Do not hesitate to call me at (816) 527-7227 with any questions that you may have or if you need anything else.

Thank you,
Tim Collins
Tim Collins,
Vice President of Operations

Project **Mears Group, Inc. - Replacement Top Slab / Hatch**

Lee County

QPS Rep : Mike McDonnell

Email : mike.mcdonnelll@qualityprecastsolutions.com

Phone : 239-872-0503

Customer:

Quote #	Date	Customer No	Terms	Bid Date	F.O.B.	Quote Valid for
	09/10/24		Net 30 days	09/10/24	Job-Site	30 days

Qty		Description
1	Ea	**Neenah R-3498-K2 Hach Frame - Type W- Regular Seat - Gl Class 35B-AA 26x26, BB 1-1/2. Hatch Solid Lid Type C-Regular Seat- Dl 55+KSI Yield -25-3/4 x 1-1/2-Ductile Iron.**
1	Ea	**Concrete Top Slab 7' Long x 5' Wide x 1.5' thick. The Hatch in the above desription to be cast-in. Approx. weight of Top Slab 3.75 Tons. Contractor responsible for Off-loading and Setting of Top Slab. This pricing is an estimation and could be revised based on engineers design.**
1	Ea	**Freight: FOB Quality Precast Solutions Plant. No Delivery Charge has been added to the Quote Total.**

Total: _____

(Sales Tax Not Incl.)

Notes: * Fuel sur-charges & material increases may apply, contact QPS for confirmation of application to this quotation.

* Castings lead-time: May run as much as approximately 4-5 months after approved submittals are released to production.

Accepted by:

Sincerely,

(Customer Signature) Date

Printed name:

Title:

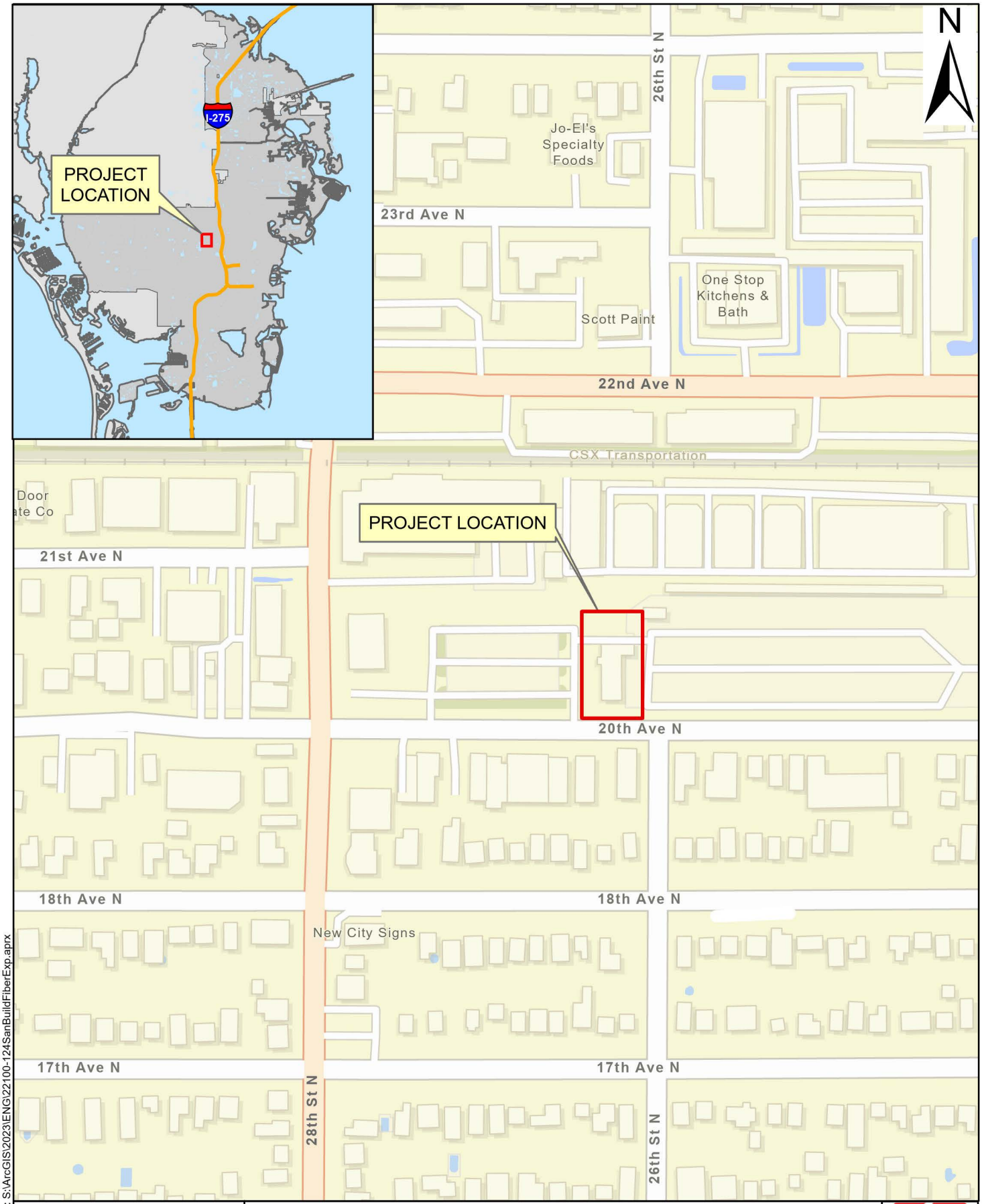
Company:

Mike McDonnell Date

Quality Precast Solutions, Inc.

Sales Rep.

mike.mcdonnell@qualityprecastsolutions.com



Document Path: S:\ArcGIS\2023\ENG\22100-124SanBuildFiberExp.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY of ST PETERSBURG	Sanitation Building Fiber Optic Expansion Project No. 22100-124
APPROVED BY:	DATE: 10/12/2023

st.petersburg www.stpete.org

Approvals - gcc
Report • Printed on October 23, 2024

Approved

11/7 Council - Archer Western - Sanitation Bldg FIber - GMP

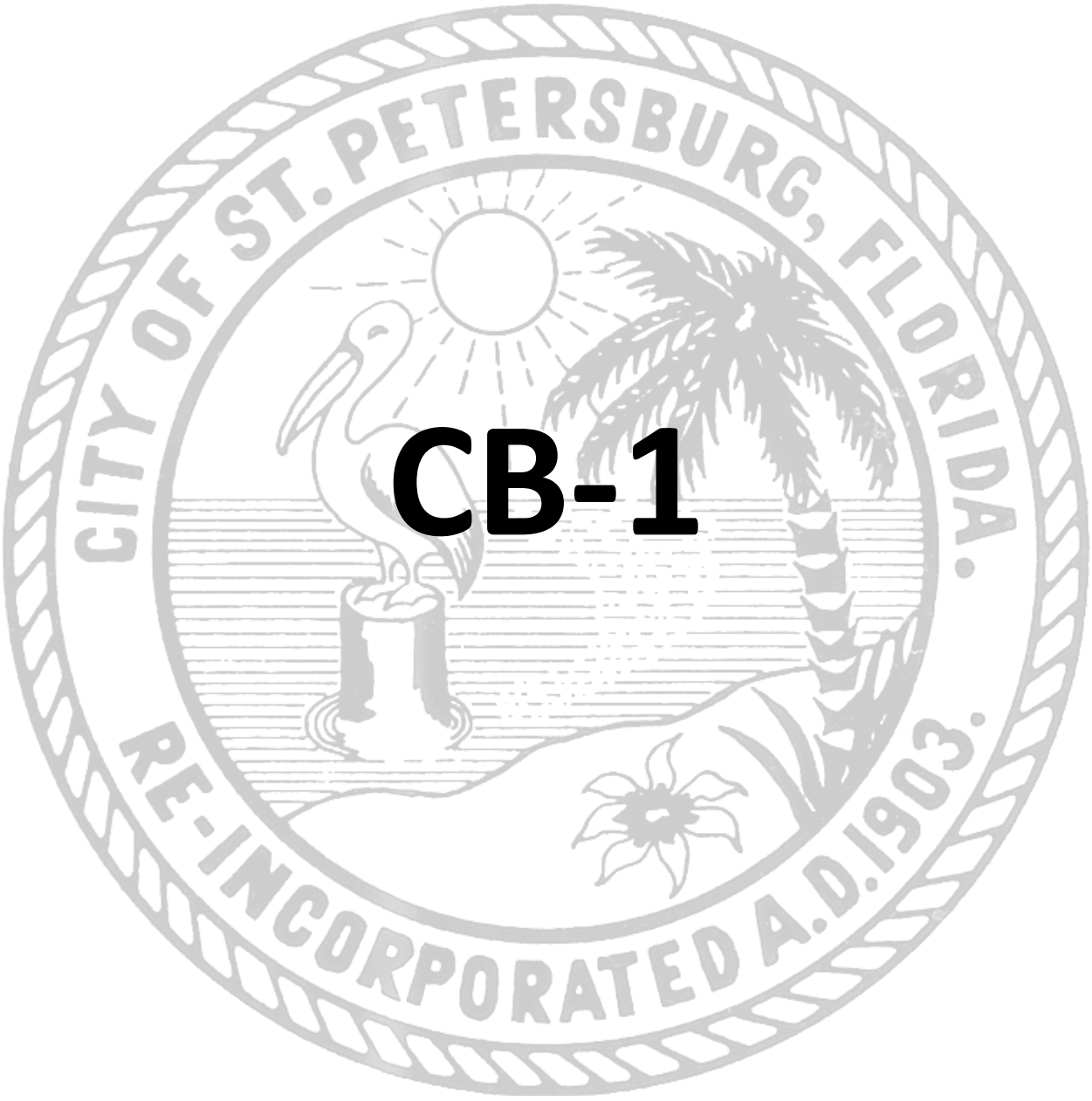
Attachments

Archer Western - Sanitation Bl
https://stpete1-my.sharepoint.com/:l

Final status: Approved

CT	**Step 3: Approved by**	
	Claude Tankersley	10/23/2024 4:42:01 PM
MW	**Step 2: Approved by**	
	Margaret B. Wahl	10/22/2024 4:25:27 PM
BP	**Step 1: Approved by**	
	Brejesh Prayman	10/22/2024 1:06:55 PM
SJ	**Requested by**	
	Sarah B. Johnson	10/22/2024 1:06:30 PM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for tank-wagon loads of gasoline and diesel fuel from Palmdale Oil Company LLC., for the Golf Courses Department and Water Resources Department, in the amount of $300,000. Please scroll down to view the backup material.



CB-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 7, 2024

To: The Honorable Deborah Figgs-Sanders, Chair, and Members of the City Council

Subject: Approving an increase in allocation for tank-wagon loads of gasoline and diesel fuel from Palmdale Oil Company LLC., for the Golf Courses Department and Water Resources Department, in the amount of $300,000.

Explanation: The vendor furnishes and delivers 87 octane unleaded gasoline and ultra-low sulfur diesel No. 2 fuel in tank-wagon loads (4,200 gallons or less). The price per gallon is based on the price published daily in Oil Price Information Service (OPIS), on the day the fuel is ordered. The City's price includes the daily OPIS price, plus a fixed fee for delivery and applicable taxes.

The fuel is stored in on-site storage vessels and used for off-road equipment, such as generators, excavators, tractors, backhoes, mowers, and chain saws. The primary users are the Water Resources and Golf Courses departments.

The Procurement and Supply Management Department in cooperation with the Golf Courses and Water Resources Departments recommends:

Palmdale Oil Company LLC (Palm Beach Gardens, FL)…….$300,000

The original agreement was approved on December 3, 2020, for $750,000. An allocation increase was approved on July 11, 2024, for $125,000 and $890,000 has been spent to date. Due to the recent hurricanes and increased fuel usage from power outages, an allocation increase is requested for the remaining term of the agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Golf Course Operating Fund (4061), Golf Courses Department, Mangrove Bay Maintenance Division (630.2509) and Twin Brooks Maintenance Division (630.2513); and the Water Resources Operating Fund (4001), Water Resources Department (420), various divisions.

Attachments: Resolution

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $300,000 TO THE ALLOCATION FOR THE AGREEMENT WITH PALMDALE OIL COMPANY LLC FOR TANK-WAGON LOADS OF GASOLINE AND DIESEL FUEL FOR THE WATER RESOURCES DEPARTMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council approved an agreement with Palmdale Oil Company LLC for tank-wagon loads of gasoline and diesel fuel for the Water Resources Department in an amount not to exceed $750,000 ("Agreement") on December 3, 2020; and

WHEREAS, on July 11, 2024, City Council approved an increase in the amount of $125,000 to account for increasing fuel costs over the term of the Agreement; and

WHEREAS, an additional increase in the amount of $300,000 to the allocation for this Agreement is necessary due to the recent hurricane and increased fuel usage from power outages; and

WHEREAS, the total spend for the Agreement to date is $890,000; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with Water Resources Department, recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an increase in the amount of $300,000 to the allocation for the agreement with Palmdale Oil Company LLC for tank-wagon loads of gasoline and diesel fuel for the Water Resources Department is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00772893

Approvals - gcc
Report • Printed on October 18, 2024

Approved

Consent Approval: Tankwagon Fuel (Generators)

Hi,

Attached is the November 7th consent item for an allocation increase of $300k for tankwagon fuel through December 2025. Due to the recent storms, our usage has gone up. Please review and approve.

If you have any questions, please let me know!

Attachments

Consent Agenda
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

CT **Step 4: Approved by**
Claude Tankersley 10/18/2024 8:26:15 AM

Approved with minor edits made to document by Claude Tankersley

JP **Step 3: Approved by**
John E. Palenchar 10/17/2024 4:52:41 PM

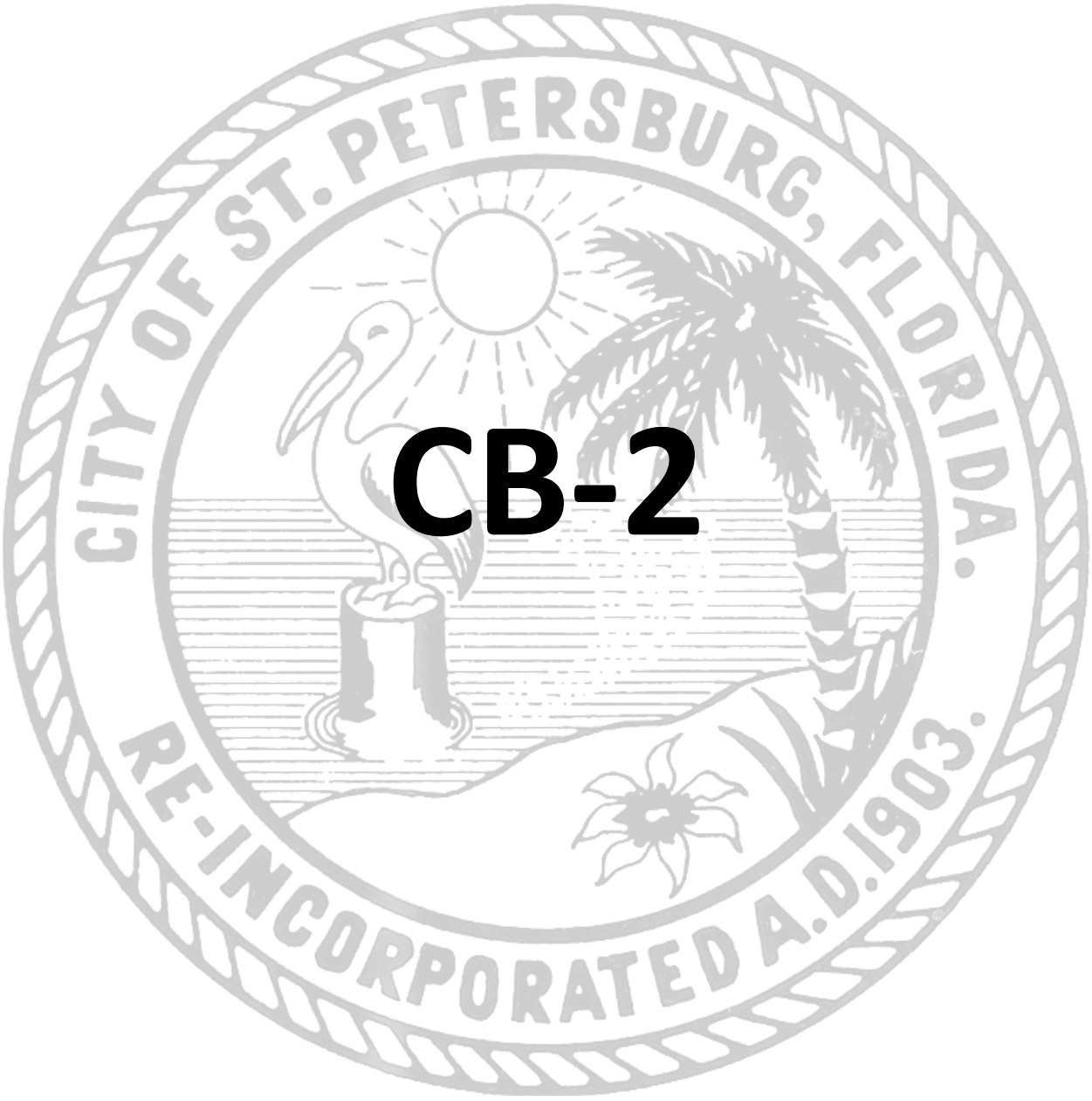
SS **Step 2: Approved by**
Stephanie N. Swinson 10/16/2024 2:37:13 PM

MW **Step 1: Approved by**
Margaret B. Wahl 10/16/2024 2:21:57 PM

Approved with edits.

AW **Requested by**
Adam E. Williams 10/15/2024 7:54:16 PM

The following page(s) contain the backup material for Agenda Item: Approving rescissions of unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $15,140 from the Recreation Center Improvements FY20 Project (17222), $41,108 from the Recreation Center Improvements FY21 Project (17949), and $70,000 from the Shore Acres Center Replacement Project (15651); approving a supplemental appropriation in the amount of $126,248 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above rescissions, to the Mirror Lake Complex Upgrades Project (12868) to provide funding for the Lawn Bowling Club Electrical Renovations (Engineering Project 19228-017, Oracle Project 12868).
Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 7, 2024

To: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

Subject: Approving rescissions of unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $15,140 from the Recreation Center Improvements FY20 Project (17222), $41,108 from the Recreation Center Improvements FY21 Project (17949), and $70,000 from the Shore Acres Center Replacement Project (15651); approving a supplemental appropriation in the amount of $126,248 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above rescissions, to the Mirror Lake Complex Upgrades Project (12868) to provide funding for the Lawn Bowling Club Electrical Renovations (Engineering Project 19228-017, Oracle Project 12868).

Explanation: On May 22, 2024, Administration approved the award for Lawn Bowling Club Electrical Renovations (Engineering Project No. 19228-017), with New Era Electric Inc., for the Engineering and Capital Improvements Department, in the amount of $99,423. The scope of New Era Electric's work includes removal and replacement of existing outdated electrical switch gear, panels and feeder cables in three separate buildings, and upgrading the outdated electrical wiring system in the Lawn Bowling Center. In addition to the scope for New Era Electric, the funds required to complete the work are for project management, inspection, permitting and contingency for a total project cost of $141,283.

Cost/Funding/Assessment Information: A portion of the funding ($15,035) has been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029), Mirror Lake Complex Upgrades Project (12868). Additional funding will be available after the approval of rescissions of unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $15,140 from the Recreation Center Improvements FY20 Project (17222), $41,108 from the Recreation Center Improvements FY21 Project (17949), and $70,000 from the Shore Acres Center Replacement Project (15651), and a supplemental appropriation in the amount of $126,248 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above rescissions, to the Mirror Lake Complex Upgrades Project (12868).

Attachments: Resolution

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING THE RECISSION OF UNENCUMBERED APPROPRIATIONS IN THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029) IN THE AMOUNT OF $15,140 FROM THE RECREATION CENTER IMPROVEMENTS FY20 PROJECT (17222), $41,108 FROM THE RECREATION CENTER IMPROVEMENTS FY21 PROJECT (17949), AND $70,000 FROM THE SHORE ACRES CENTER REPLACEMENT PROJECT (15651); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $126,248 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), RESULTING FROM THE ABOVE RECISSIONS TO THE MIRROR LAKE COMPLEX UPGRADES PROJECT (12868) TO PROVIDE FUNDING FOR THE LAWN BOWLING CLUB ELECTRICAL RENOVATIONS (ENGINEERING PROJECT NO. 19228-017, ORACLE PROJECT 12868); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 22, 2024, Administration approved the award of an agreement to New Era Electric Inc. for the removal and replacement of existing outdated electrical equipment at the Lawn Bowling Center for the Mirror Lake Complex Upgrades Project ("Project") in the amount of $99,423; and

WHEREAS, in addition to the initial scope of work for New Era Electric Inc., the funds required to complete the work for this Project for project management, inspection services, permitting services and contingency total a cost of $141,283; and

WHEREAS, additional funding needed for the Lawn Bowling Club electrical renovations will be available after approval of (i) the recission of unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $15,140 from the Recreation Center Improvements FY20 Project (17222), $41,108 from the Recreation Center Improvements FY21 Project (17949), and $70,000 from the Shore Acres Center Replacement Project (15651) and (ii) a supplemental appropriation in the amount of $126,248 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above recissions, to the Mirror Lake Complex Upgrades Project (12868).

WHEREAS, City Administration recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $15,140 from the Recreation Center Improvements FY20 Project (17222), $41,108 from the Recreation Center Improvements FY21 Project (17949), and $70,000 from the Shore Acres Center Replacement Project (15651) are hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above recissions, the following supplemental appropriation for FY24 to provide funding for the Mirror Lake Complex Upgrades Project (12868) for the Lawn Bowling Club electrical renovations:

Recreation and Culture Capital Improvement Fund (3029)	
Mirror Lake Complex Upgrades Project (12868)	$126,248

This resolution shall become effective immediately upon its adoption.

LEGAL:

00773622

DEPARTMENT:

BUDGET:

Approvals - gcc
Report • Printed on October 3, 2024

Approved

Consent Item; 910-82 Lawn Bowling Club Electrical Renovations, October 17, 2024

Please see the attached consent item for the Lawn Bowling Club Electrical Renovations, for your approvals.

Attachments

Lawn Bowling Club
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

CT **Step 4: Approved by**
Claude Tankersley 10/2/2024 2:43:03 PM

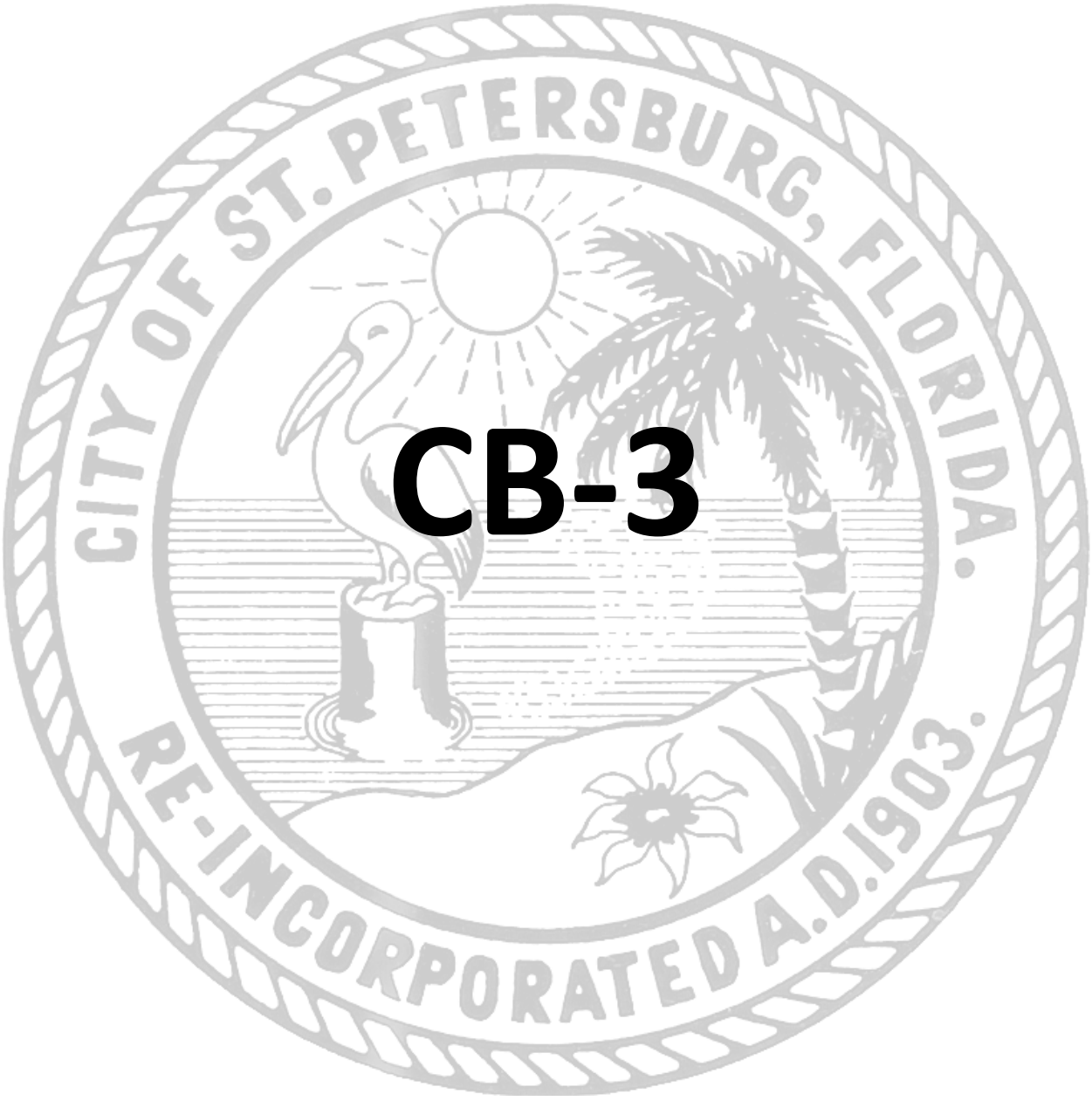
BP **Step 3: Approved by**
Brejesh Prayman 10/2/2024 2:42:42 PM

SS **Step 2: Approved by**
Stephanie N. Swinson 9/20/2024 10:22:19 AM

MW **Step 1: Approved by**
Margaret B. Wahl 9/20/2024 8:02:48 AM

KD **Requested by**
Kendal J. Dyksterhouse 9/19/2024 5:08:15 PM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for Tree Trimming Services, Public Facilities, and Right of Way with Arbor Source, LLC, Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc, in the amount of $350,000.
Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 7, 2024

To: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

Subject: Approving an increase in allocation for Tree Trimming Services, Public Facilities, and Right of Way with Arbor Source, LLC, Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc, in the amount of $350,000.

Explanation: The vendors provide all labor, tools, materials, and equipment to trim, prune, and remove dead wood and palm fronds located on city properties and on rights-of-way. Additional services in these agreements include stump grinding and tree and related debris removal.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department recommends an allocation increase:

Tree Trimming Services, Public Facilities, and Right of Way …….$350,000.

Arbor Source, LLC (SBE)
Evergreen Tree Service, Inc. (SBE)
Yutzy Tree Services, Inc. (SBE)

The total spend for this contract is $1,019,508.50, since August 2020 An allocation increase is requested due to heightened demands for project preparation, tree-health preventative maintenance, and citywide facility maintenance.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department (420), various divisions**.**

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING AN INCREASE IN THE TOTAL COMBINED AMOUNT OF $350,000 TO THE ALLOCATION FOR THE AGREEMENTS WITH (I) ARBOR SOURCE, LLC, (II) EVERGREEN TREE SERVICE, INC., AND (III) YUTZY TREE SERVICE, INC. FOR TREE TRIMMING SERVICES FOR PUBLIC FACILITIES AND THE RIGHT OF WAY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 1, 2020, the City entered into agreements with Arbor Source, LLC, Evergreen Tree Service, Inc., and Yutzy Tree Service for tree trimming services, public Facilities, and Right of Way ("Agreement"), expiring on July 31, 2025; and

WHEREAS, an increase in the amount of $350,000 to the allocation for the Agreement is requested due to heightened demands for project preparation, tree-health preventative maintenance, and citywide facility maintenance; and

WHEREAS, the total spend for these agreements since August 1, 2020 has been $1,019,508.50; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an increase in the total combined amount of $350,000 to the allocation for the agreements with (i) Arbor Source, LLC, (ii) Evergreen Tree Service, Inc. and (iii) Yutzy Tree Service, Inc. for tree trimming services for public facilities and the right of way is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

LEGAL:

Sarah Lucker

00773356

DEPARTMENT:

Approvals - gcc
Report • Printed on October 16, 2024

Approved

988-88 Tree Trimming and Removal Services

The attached consent it ready for approval.

Attachments

Consent
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

CT **Step 4: Approved by**

Claude Tankersley 10/16/2024 10:31:36 AM

Rejected until the comments that I added to the write-up are addressed.

JP **Step 3: Approved by**

John E. Palenchar 10/16/2024 10:25:17 AM

SS **Step 2: Approved by**

Stephanie N. Swinson 10/15/2024 3:54:59 PM

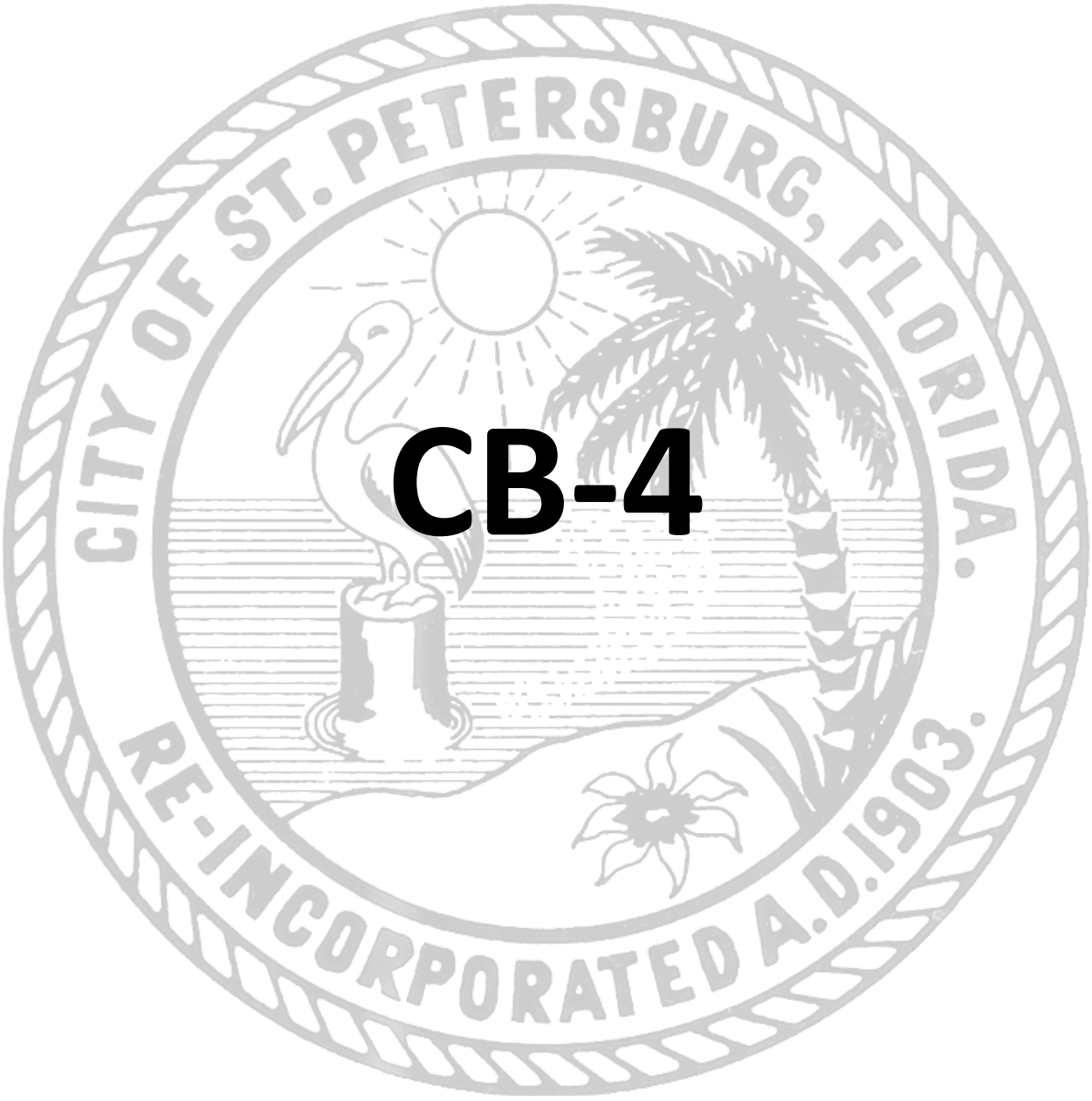
MW **Step 1: Approved by**

Margaret B. Wahl 10/15/2024 3:45:29 PM

Approved with edits.

VA **Requested by**
Victoria L. Amerson 10/15/2024 3:21:32 PM

The following page(s) contain the backup material for Agenda Item: Approving the award of a five-year blanket purchase agreement with Sarasota County Government, for Governmental Management System (GovMax) Cumulative Hosting and Service Fees, in the amount of $294,406.72.
Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 7, 2024

To: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

Subject: Approving the award of a five-year blanket purchase agreement with Sarasota County Government, for Governmental Management System (GovMax) Cumulative Hosting and Service Fees, in the amount of $294,406.72.

Explanation: The vendor will provide a hosted application designed specifically for Strategic Planning, Business Planning, Performance Management, Financial Planning, which includes public budget development and provides for the development and management of both the operating and CIP budgets. The application allows budget and departmental users the ability to enter and maintain budget data/information via the internet. It also provides for comprehensive program measurement, grants monitoring, and includes extensive reporting capabilities, including reports that tie transfers between funds, exception reports, departmental budget reports, etc. The application consists of the hardware platform, operating system, system application and database. Vendor will perform maintenance and operational control on the system, store data, conduct daily backups of the database, and provide security of the system and data. The City has been utilizing this system since 2016. This is a system that was designed by government for governmental budget use. This system was previously renewed annually for an amount which was below Council threshold.

The Procurement and Supply Management Department, in cooperation with the Budget and Management Department, recommends for award:

Sarasota County (GovMax) $294,406.72
(Five years @ $58,881.35 per year)

This purchase is being made in accordance with Section 2-196 (a) (5) of the Procurement Code, which allows for a sole source procurement to be used where the supply, service, or software is a component or replacement part, an expansion or upgrade, or a specialized service for which there is no commercially available substitute and which can be purchased only from the manufacturer, distributor, or a manufacturer's service representative. The Procurement Director has reviewed and determined the purchase of the Governmental Management System (GovMax) shall be made as sole source.

Cost/Funding/Assessment Information: Funding for the current year has been previously appropriated in the General Fund (0001), Budget and Management Department, Budget Administration Division (250-1781). Funding for future years will be included in the City's annual operating budget subject to approval by City Council.

Attachments: Resolution

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING THE AWARD OF A FIVE-YEAR AGREEMENT TO SARASOTA COUNTY GOVERNMENT FOR GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX) CUMULATIVE HOSTING AND SERVICE FEES FOR THE BUDGET AND MANAGEMENT DEPARTMENT IN THE TOTAL AMOUNT OF $294,406.72; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration desires to award a five-year agreement to Sarasota County Government for Governmental Management System (GovMax) cumulative hosting and service fees for the Budget and Management Department in the amount of $294,406.72; and

WHEREAS, Section 2-196 (a) of the St. Petersburg City Code provides for sole source procurement when a supply or service is available from only one source ("the Sole Source Procurement Section"); and

WHEREAS, the Procurement Director (i.e. the "POD") has made the determination that this purchase shall be made pursuant to the Sole Source Procurement Section; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Budget and Management Department, recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a five-year agreement to Sarasota County Government for Governmental Management System (GovMax) cumulative hosting and service fees for the Budget and Management Department in the total amount of $294,406.72 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Michniewicz

00772696

DEPARTMENT: E Makofske

Approvals - gcc
Report • Printed on October 17, 2024

Approved

920-45 Computer Software Maintenance, GovMax, November 7, 2024 (CC)

Please view, edit, and/or approve in Teams asap.

Thanks.

Attachments

920-45 Computer Software Ma
https://stpete1.sharepoint.com/:f:/s/

Final status: Approved

TG	**Step 4: Approved by**	
	Tom Greene	10/17/2024 10:42:05 AM
EM	**Step 3: Approved by**	
	Elizabeth M. Makofske	10/17/2024 8:12:11 AM
SS	**Step 2: Approved by**	
	Stephanie N. Swinson	10/14/2024 4:54:35 PM
PP	**Step 1: Approved by**	
	Patricia Pena	10/14/2024 4:53:00 PM
CC	**Requested by**	
	Christiaan A. Cavallaro	10/14/2024 4:47:56 PM

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee to execute a second amendment to the License Agreement with Spectrum NLP, LLC, a Delaware limited liability company authorized to conduct business in the State of Florida, to renew the License Agreement for continued use of a portion of the roof of the Air Traffic Control Tower at Albert Whitted Airport, generally located at 107 8th Avenue Southeast, St. Petersburg, Florida, including amending provisions regarding renewals and adding provisions regarding Grand Prix race events. (Requires affirmative vote of at least six (6) members of City Council.)
Please scroll down to view the backup material.

CB-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a second amendment to the License Agreement with Spectrum NLP, LLC, a Delaware limited liability company authorized to conduct business in the State of Florida, to renew the License Agreement for continued use of a portion of the roof of the Air Traffic Control Tower at Albert Whitted Airport, generally located at 107 8th Avenue Southeast, St. Petersburg, Florida, including amending provisions regarding renewals and adding provisions regarding Grand Prix race events; and to execute all documents necessary to effectuate same; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: The City of St. Petersburg ("City") and Bright House Networks, LLC ("BHN"), entered into a License Agreement on November 17, 2014, for a five (5) year term commencing on November 1, 2014, expiring October 31, 2019 ("Original Agreement"), to allow BHN to install a camera on the roof of the Air Traffic Control Tower, located at 107 8th Avenue Southeast, St. Petersburg, Florida 33701, at Albert Whitted Airport, as described and depicted in the Agreement, for the purpose of providing the public with live and video-taped weather observations of the surrounding area through its Bay News 9 website and broadcasts.

On October 17, 2019, pursuant to Resolution No. 2019-523, City Council approved a first amendment to the Original Agreement, dated November 5, 2019 ("First Amendment") which modified the Original Agreement as follows:

- The original licensee entity, BHN, was changed to Spectrum NLP, LLC, a Delaware limited liability company authorized to conduct business in the State of Florida ("Licensee") due to a company merger;
- The Original Agreement was extended for a period of five (5) years, expiring on October 31, 2024; and
- The Original Agreement was amended to allow for a renewal or extension of the Original Agreement for an additional five (5) years upon the mutual agreement of the Parties.

The Original Agreement and First Amendment are collectively referred to as the "Agreement." In September 2024, the City's Real Estate & Property Management department received a request from the Licensee to renew the Agreement for an additional five (5) year period. The Licensee has executed a second amendment to the Agreement renewing the Agreement for a period of five (5) years, commencing November 1, 2024 and expiring October 31, 2029 ("Renewal Term"), subject to City Council approval. The Licensee shall continue to pay the City an annual license fee of $100.00, plus applicable sales tax. The proposed second amendment amends provisions of the Agreement regarding renewals and adds provisions regarding Grand Prix race events

The proposed second amendment to the Agreement is in compliance with Section 1.02(c)(4)A.1 of the City Charter, which permits the licensing of property on Albert Whitted Airport for a period not to exceed twenty-five (25) years with an affirmative vote of at least six (6) members of City Council.

All of the provisions of the Agreement not specifically amended by the proposed second amendment to the Agreement shall remain in full force and effect.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a second amendment to the License Agreement with Spectrum NLP, LLC, a Delaware limited liability company authorized to conduct business in the State of Florida, to renew the License Agreement for continued use of a portion of the roof of the Air Traffic Control Tower at Albert Whitted Airport, generally located at 107 8th Avenue Southeast, St. Petersburg, Florida, including amending provisions regarding renewals and adding provisions regarding Grand Prix race events; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENT: Resolution

APPROVALS: Administration: _____ AMF CB

Budget: N/A

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SECOND AMENDMENT TO THE LICENSE AGREEMENT WITH SPECTRUM NLP, LLC, A DELAWARE LIMITED LIABILITY COMPANY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA, TO RENEW THE LICENSE AGREEMENT FOR CONTINUED USE OF A PORTION OF THE ROOF OF THE AIR TRAFFIC CONTROL TOWER AT ALBERT WHITTED AIRPORT, GENERALLY LOCATED AT 107 8TH AVENUE SOUTHEAST, ST. PETERSBURG, FLORIDA, INLCUDING AMENDING PROVISIONS REGARDING RENEWALS AND ADDING PROVISIONS REGARDING GRAND PRIX RACE EVENTS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") and Bright House Networks, LLC ("BHN"), entered into a License Agreement on November 17, 2014, for a five (5) year term commencing on November 1, 2014, expiring October 31, 2019 ("Original Agreement"), to allow BHN to install a camera on the roof of the Air Traffic Control Tower, located at 107 8th Avenue Southeast, St. Petersburg, Florida 33701, at Albert Whitted Airport, as described and depicted in the Agreement, for the purpose of providing the public with live and video-taped weather observations of the surrounding area through its Bay News 9 website and broadcasts; and

WHEREAS, on October 17, 2019, pursuant to Resolution No. 2019-523, City Council approved a first amendment to the Original Agreement, dated November 5, 2019 ("First Amendment"), which modified the Original Agreement as follows:

- The original licensee entity, BHN, was changed to Spectrum NLP, LLC, a Delaware limited liability company authorized to conduct business in the State of Florida ("Licensee") due to a company merger;
- The Original Agreement was extended for a period of five (5) years, expiring on October 31, 2024;
- The Original Agreement was amended to allow for a renewal or extension of the Original Agreement for an additional five (5) years upon the mutual agreement of the Parties; and

WHEREAS, the Original Agreement and First Amendment are collectively referred to as the "Agreement"; and

WHEREAS, in September 2024, the City's Real Estate & Property Management department received a request from the Licensee to renew the Agreement for an additional five (5) year period; and

WHEREAS, the proposed second amendment to the Agreement, renews the Agreement for a period of five (5) years, commencing November 1, 2024 and expiring October 31, 2029 ("Renewal Term"), with the Licensee continuing to pay the City an annual license fee of $100.00, plus applicable sales tax; and

WHEREAS, the proposed second amendment amends provisions of the Agreement regarding renewals and adds provisions regarding Grand Prix race events; and

WHEREAS, the proposed second amendment to the Agreement is in compliance with Section 1.02(c)(4)A.1 of the City Charter, which permits the licensing of property on Albert Whitted Airport for a period not to exceed twenty-five (25) years with an affirmative vote of at least six (6) members of City Council; and

WHEREAS, all of the provisions of the Agreement not specifically amended by the proposed second amendment shall remain in full force and effect.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a second amendment to the Agreement with the Licensee to authorize the Renewal Term for continued use of a portion of the roof of the Air Traffic Control Tower at Albert Whitted Airport, generally located at 107 8th Avenue Southeast, St. Petersburg, Florida, including amending provisions regarding renewals and adding provisions regarding Grand Prix race events, as described in the foregoing recitals; and to execute all documents necessary to effectuate same.

This resolution shall become effective immediately upon its adoption.

Legal:

Isabella Sabel

City Attorney (Designee)
00773321

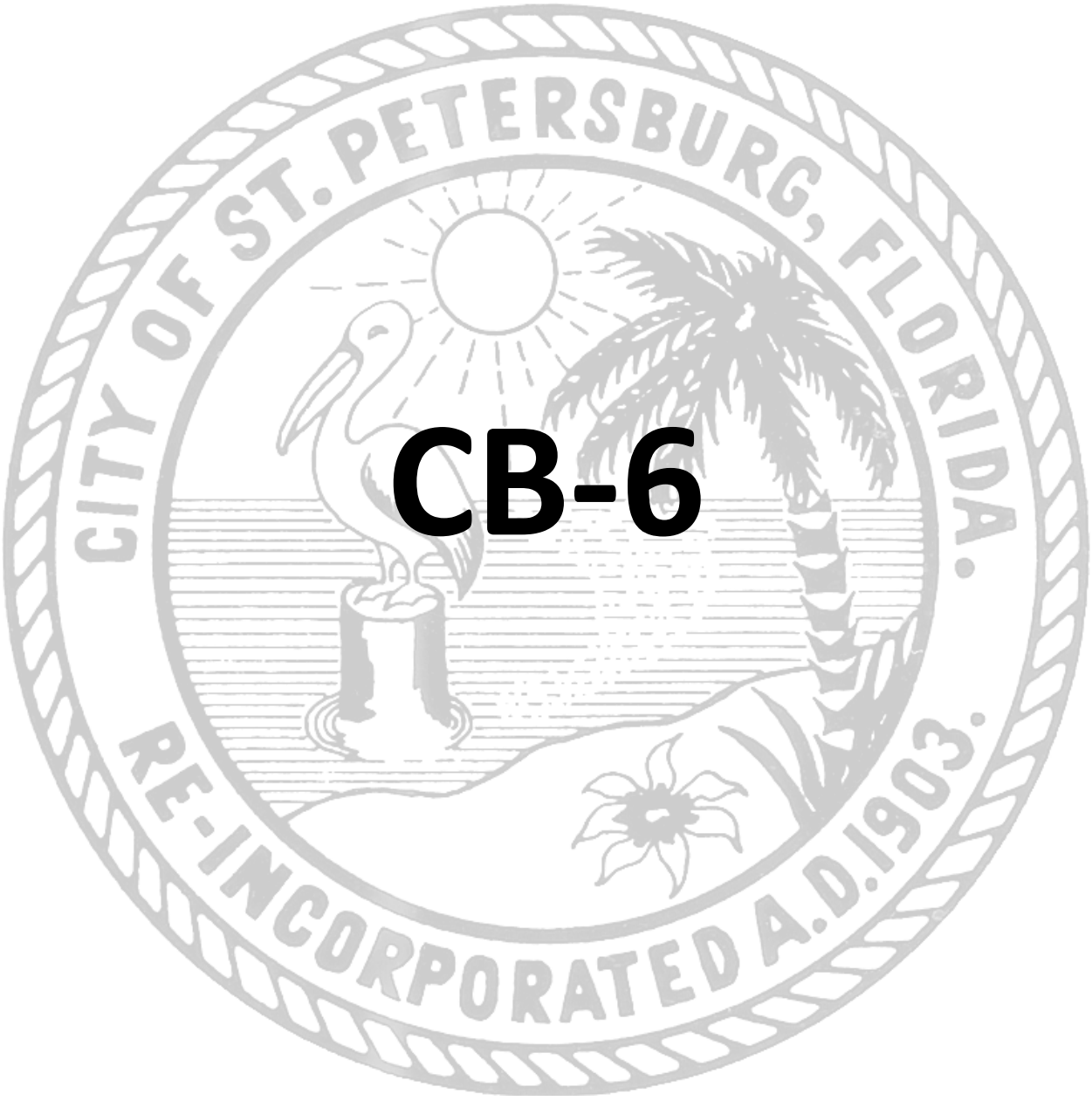
City Development Administration:

Chris Ballestra, Managing Director
Development Coordination

Real Estate & Property Management:

Aaron Fisch, Director

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a License Agreement with TFTSP Youth Golf Council St. Petersburg Florida, Inc., a Florida not-for-profit corporation, for use of ±172 sq. ft. of office/storage space within the Mangrove Bay Golf Course Clubhouse, and certain land lying within adjacent Cypress Links Golf Course, both approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida, for a period of three (3) years, at an aggregate fee of $36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)
Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with TFTSP Youth Golf Council St. Petersburg Florida, Inc., a Florida not-for-profit corporation, for use of ±172 sq. ft. of office/storage space within the Mangrove Bay Golf Course Clubhouse, and certain land lying within adjacent Cypress Links Golf Course, both approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida, for a period of three (3) years, at an aggregate fee of $36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: Real Estate and Property Management received a request from TFTSP Youth Golf Council St. Petersburg Florida, Inc. ("TFTSP") to renew its license agreement for the use of ±172 sq. ft. of office/storage space within the Mangrove Bay Golf Course Clubhouse, approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida ("Premises-A"), that TFTSP has utilized since 2008. In addition to Premises-A, TFTSP has requested the use of certain land lying within adjacent Cypress Links Golf Course ("Premises-B") at the same approximate location, in order to situate and maintain a modular building to serve as a shelter during inclement weather.

TFTSP's use of Premises-A and Premises-B (collectively, "Premises") will provide continuity of services to approximately 5,000 participants in St. Petersburg and surrounding communities through its youth golf programs as an affiliate of The First Tee, to positively impact the youth of St. Petersburg and provide a year-round schedule of fee-based after school, weekend and summer programming, golf instruction, the First Tee Life Skills curriculum and tournaments on an on-going basis for community-based organizations at the three (3) City-owned golf course locations – Mangrove Bay, Cypress Links, and Twin Brooks. In the fall of 2016, TFTSP completed construction and commenced operation of The First Tee Mentoring Center at Twin Brooks.

The proposed license agreement ("License") will be for a term of thirty-six (36) months ("Term") for TFTSP's use of the Premises, subject to City Council approval, with an aggregate license fee of $36.00 for the Term. The City will provide and pay for all reasonable costs (including installation, deposits, and usage) of utilities and services including, but not limited to, water, electricity, sewerage, gas, and trash removal required for ordinary purposes related to TFTSP's use of Premises-A. However, TFTSP will be solely responsible for the installation and maintenance of the modular building, as well as any costs or fees associated with its use thereof on Premises-B. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of this organization, nominal rent is being charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior leases and licenses with this and other non-profit organizations. Under the terms of the License, "the City is under no obligation to provide a replacement facility under any circumstances."

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of licenses for residentially-zoned park and waterfront property for three (3) years or less with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned Neighborhood Suburban Estate (NS-E).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with TFTSP Youth Golf Council St. Petersburg Florida, Inc., a Florida not-for-profit corporation, for use of ±172 sq. ft. of office/storage space within the Mangrove Bay Golf Course Clubhouse, and certain land lying within adjacent Cypress Links Golf Course, both approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida, for a period of three (3) years, at an aggregate fee of $36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: AMF

Budget: N/A

ILLUSTRATION

(AERIAL PHOTOGRAPH & LEGAL DESCRIPTION)



Premises-A: Located on Pinellas County Parcel ID #: 32-30-17-00000-240-0000 and is further described as: On the main (2nd) floor in the Northwest corner consisting of ±108 square feet for office and storage space; and 2) the East storage room on the bottom (1st) floor consisting of ±64 square feet for storage space of the City-owned facility referred to as the Mangrove Bay Golf Course Clubhouse, approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida 33702, within property boundaries being legally described as follows: PT OF NW ¼ DESC BEG NW SEC COR TH E 2654 FT TO N ¼ COR TH S 1418 FT (S) TO N LN OF MANGROVE BAY SUBDIVISION. Note: This parcel is zoned Neighborhood Suburban Estate (NS-E).

Premises-B: Located on Pinellas County Parcel ID #: 32-30-17-54853-001-0010 and is further described as: An area of land North of the baseball fields and batting cages on the East side of Cardinal Drive NE, approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida 33702, within property boundaries being legally described as follows: MANGROVE BAY SUB BLK 1, LOT 1. Note: This parcel is zoned Neighborhood Suburban Estate (NS-E).

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH TFTSP YOUTH GOLF COUNCIL ST. PETERSBURG FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR USE OF ±172 SQ. FT. OF OFFICE/STORAGE SPACE WITHIN THE MANGROVE BAY GOLF COURSE CLUBHOUSE, AND CERTAIN LAND LYING WITHIN ADJACENT CYPRESS LINKS GOLF COURSE, BOTH APPROXIMATELY LOCATED AT 875 62ND AVENUE NORTHEAST, ST. PETERSBURG, FLORIDA, FOR A PERIOD OF THREE (3) YEARS, AT AN AGGREGATE FEE OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, TFTSP Youth Golf Council St. Petersburg Florida, Inc., a Florida not-for-profit corporation ("TFTSP") desires to continue to license certain City-owned property within the Mangrove Bay Golf Course Clubhouse, for the use of ±64 sq. ft. of storage space on the 1st floor and ±108 sq. ft. of office/storage space on the second floor, approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida ("Premises-A"), that TFTSP has utilized since 2008; and

WHEREAS, in addition to Premises-A, TFTSP has requested the use of certain land lying within adjacent Cypress Links Golf Course approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida ("Premises-B"), in order to situate and maintain a modular building to serve as a shelter during inclement weather; and

WHEREAS, TFTSP's use of Premises-A and Premises-B, as described and depicted on Exhibit A, attached hereto and incorporated herein (collectively, "Premises"), will provide continuity of services to approximately 5,000 participants in St. Petersburg and surrounding communities through its youth golf programs as an affiliate of The First Tee, to positively impact the youth of St. Petersburg and provide a year-round schedule of fee-based after school, weekend and summer programming, golf instruction, the First Tee Life Skills curriculum and tournaments, on an on-going basis for community-based organizations at the three (3) City-owned golf course locations – Mangrove Bay, Cypress Links, and Twin Brooks; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, for an aggregate fee of $36.00 to be paid at the commencement of the term, plus applicable sales tax; and

WHEREAS, the City will provide and pay for all reasonable costs (including installation, deposits, and usage) of utilities and services including, but not limited to, water, electricity, sewerage, gas, and trash removal required for ordinary purposes related to TFTSP's use of Premises-A; and

WHEREAS, TFTSP will be solely responsible for the installation and maintenance of the modular building, as well as any costs or fees associated with its use thereof on Premises-B; and

WHEREAS, the License is in accordance with the policies established in Resolution No. 79-740A provided, however, that due to the limited financial resources of this organization, nominal rent is being charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, these terms and conditions are consistent with prior leases and licenses with this and other non-profit organizations; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of licenses for residentially-zoned park and waterfront property for three (3) years or less with approval by an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a License Agreement with TFTSP Youth Golf Council St. Petersburg Florida, Inc., a Florida not-for-profit corporation, for use of the Premises for a period of three (3) years, at an aggregate fee of $36.00, as detailed in the foregoing recitals and Exhibit A; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This resolution shall become effective immediately upon its adoption.

Legal:

Isabella Salvel

City Attorney (Designee)
00773312

Golf Courses:

Kenneth Betz

Kenneth M. Betz, Director

Real Estate and Property Management:

Aaron Fisch, Director

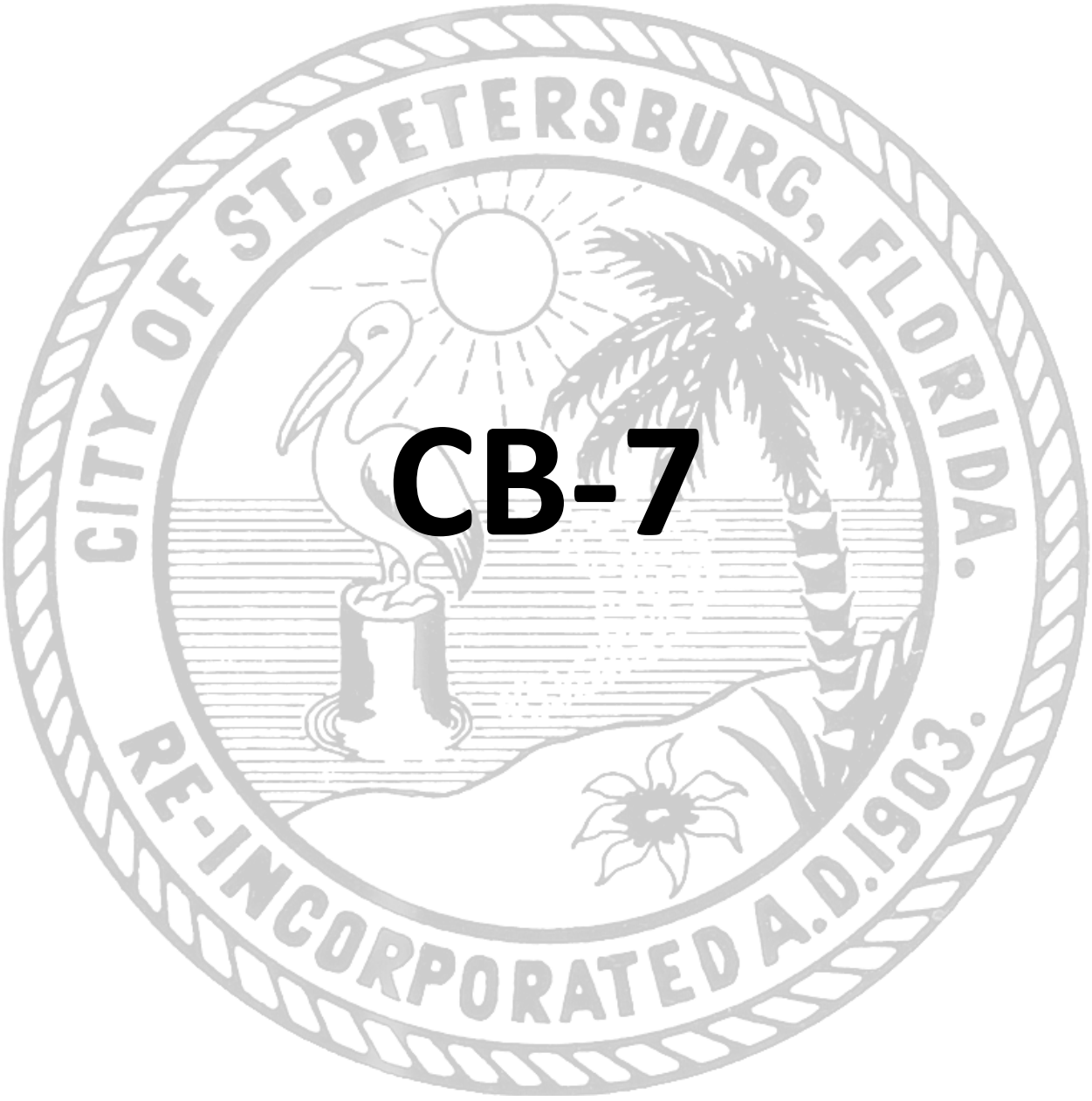
EXHIBIT A
PREMISES



Premises-A: Located on Pinellas County Parcel ID #: 32-30-17-00000-240-0000 and is further described as: On the main (2nd) floor in the Northwest corner consisting of ±108 square feet for office and storage space; and 2) the East storage room on the bottom (1st) floor consisting of ±64 square feet for storage space of the City-owned facility referred to as the Mangrove Bay Golf Course Club House, approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida 33702, within property boundaries being legally described as follows: PT OF NW ¼ DESC BEG NW SEC COR TH E 2654 FT TO N ¼ COR TH S 1418 FT (S) TO N LN OF MANGROVE BAY SUBDIVISION. Note: This parcel is zoned Neighborhood Suburban Estate (NS-E).

Premises-B: Located on Pinellas County Parcel ID #: 32-30-17-54853-001-0010 and is further described as: An area of land North of the baseball fields and batting cages on the East side of Cardinal Drive NE, approximately located at 875 62nd Avenue Northeast, St. Petersburg, Florida 33702, within property boundaries being legally described as follows: MANGROVE BAY SUB BLK 1, LOT 1. Note: This parcel is zoned Neighborhood Suburban Estate (NS-E).

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the 28th Street South from 18th Avenue South to Pinellas Trail Urban Corridor Improvements Project in an amount not to exceed $403,333; approving a rescission of an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $50,000 from the Complete Streets FY24 Project (19828); approving a supplemental appropriation in the amount of $50,000 from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above rescission, to the 28th Street - 18th Avenue S to 5th Avenue S Project (19817); and providing an effective date. (FDOT Financial Project No. 450601-1-38-01; ECID Project No. 24198-130; Oracle No. 19817).
Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the 28th Street South from 18th Avenue South to Pinellas Trail Urban Corridor Improvements Project in an amount not to exceed $403,333; approving a rescission of an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $50,000 from the Complete Streets FY24 Project (19828); approving a supplemental appropriation in the amount of $50,000 from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above rescission, to the 28th Street - 18th Avenue S to 5th Avenue S Project (19817); and providing an effective date. (FDOT Financial Project No. 450601-1-38-01; ECID Project No. 24198-130; Oracle No. 19817).

EXPLANATION: The proposed agreement will provide federal highway grant funding through the FDOT's Local Agency Program ("LAP") for engineering design work for the City of St. Petersburg's 28th Street South from 18th Avenue South to Pinellas Trail Urban Corridor Improvements project. The scope of work includes survey, engineering design, engineering design permitting, and project administration to design a concrete separated bike lane which includes proposed rectangular rapid flashing beacons (RRFB) at Pinellas Trail crossing.

The project is derived from the City of St. Petersburg adopted Complete Streets Implementation Plan, which identifies the corridor as an optimal location for roadway improvements which would include the creation of separated bike lanes to address the termination of lanes along the route. This project furthers the goals of the Implementation Plan to create a more safe, comfortable, connected and cohesive bicycle network within the City.

The project will be developed under FDOT's LAP process. The City received LAP recertification in 2023 to provide planning, design, and construction/construction administration for federally funded projects within City limits.

The total cost of the design phase is $454,333, of which the original LAP agreement provided funds for the estimated design costs of $403,333, based on long range estimates provided at the time of grant submission.

Project costs for city staff will be borne initially by the City and later recouped from FDOT. Upon completion of the design phase, a separate LAP agreement will be provided by FDOT for construction phase funding for this Project.

This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.

RECOMMENDATION: Administration recommends approving the Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the 28th Street South from 18th Avenue South to Pinellas Trail Urban Corridor Improvements Project in an amount not to exceed

$403,333; approving a rescission of an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $50,000 from the Complete Streets FY24 Project (19828); approving a supplemental appropriation in the amount of $50,000 from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above rescission, to the 28th Street - 18th Avenue S to 5th Avenue S Project (19817); and providing an effective date. (FDOT Financial Project No. 450601-1-38-01; ECID Project No. 24198-130; Oracle No. 19817)

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding ($404,333) has been previously appropriated in the Bicycle/Pedestrian Safety Improvements Fund (3004), 28th Street - 18th Avenue S to 5th Avenue S Project (19817). Additional funding in the amount of $50,000 will be available after the approval of a rescission of an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $50,000 from the Complete Streets FY24 Project (19828) and a supplemental appropriation in the amount of $50,000 from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above rescission, to the 28th Street - 18th Avenue S to 5th Avenue S Project (19817).

ATTACHMENTS: Resolution
Council Map
Draft FDOT LAP Phase 38 Agreement

RESOLUTION NO. 2024-__

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR PARTICIPATION BY FDOT IN THE DESIGN ACTIVITIES FOR THE 28TH STREET SOUTH FROM 18TH AVENUE SOUTH TO PINELLAS TRAIL URBAN CORRIDOR IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $403,333; APPROVING A RESCISSION OF AN UNENCUMBERED APPROPRIATION IN THE MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071) IN THE AMOUNT OF $50,000 FROM THE COMPLETE STREETS FY24 PROJECT (19828); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $50,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071), RESULTING FROM THE ABOVE RESCISSION, TO THE 28TH STREET - 18TH AVENUE S TO 5TH AVENUE S PROJECT (19817); AND PROVIDING AN EFFECTIVE DATE. (FDOT FINANCIAL PROJECT NO. 450601-1-38-01; ECID PROJECT NO. 24198-130; ORACLE NO. 19817)

WHEREAS, the State of Florida Department of Transportation ("FDOT") has agreed to participate in the design activities for the 28th Street South from 18th Avenue South to Pinellas Trail Urban Corridor Improvements Project ("Project"); and

WHEREAS, as a requirement for FDOT's participation in the Project, the City of St. Petersburg, Florida ("City") must enter into a Local Agency Program Agreement ("Agreement") setting forth the obligations of FDOT and the City; and

WHEREAS, a portion of the funding for these activities has been previously appropriated in the Bicycle/Pedestrian Safety Improvements Fund (3004), 28th Street - 18th Avenue S to 5th Avenue S Project (19817); and

WHEREAS, additional funding in the amount of $50,000 for these activities will be available after City Council approval of (i) a rescission of an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $50,000 from the Complete Streets FY24 Project (19828) and (ii) a supplemental appropriation in the amount of

$50,000 from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071) resulting from the above rescission to the 28th Street - 18th Avenue S to 5th Avenue S Project (19817); and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the 28th Street South from 18th Avenue South to Pinellas Trail Urban Corridor Improvements Project in an amount not to exceed $403,333.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $50,000 from the Complete Streets FY24 Project (19828) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above recission, for fiscal year 2025:

Multimodal Impact Fees Capital Improvement Fund (3071)	
28th Street - 18th Avenue S to 5th Avenue S Project (19817)	$50,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00773818

DEPARTMENT:

BUDGET:

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 450601 1 38 01	FPN:	FPN:
Federal No (FAIN): D724 045 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: TALU	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:15 (Pinellas) Contract No:
Recipient Vendor No: F596000424044 Recipient Unique Entity ID (UEI) No: LARHMJNJAKS4

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of St. Petersburg ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design activities of 28th Street South from 18th Avenue South to Pinellas Trail Urban Corridor Improvements project, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/03/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 403,333.0. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $403,333.0 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

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

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of St. Petersburg

By: _____

Name: Brejesh Prayman, P.E.
Title: Director, Engineering & Capital Improvements

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Justin Hall
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 450601 1 38 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of St. Petersburg (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Total Length: 0.7386 miles; from MP 0.267 to MP 1.005. Trail ID: 15000308

PROJECT DESCRIPTION: This project includes the design activities for the 28th Street South from 18th Avenue South to Pinellas Trail Urban Corridor Improvements project. This project consists of the design of a concrete separated bike lane which includes proposed RRFB at Pinellas Trail crossing. The project location is classified as an off the State Highway System. Due to the work being performed crosses an I-275 underpass that is within the Department's Limited Access Right-of-Way, this project will be implemented using Department standards and specifications for any work on the State system.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency will be issued Notice to Proceed for the design (PE) phase of the project after final execution of the agreement.

Agency must hire the use of a state pre-qualified Engineering Services consultant firm.

If the Agency intends to use a Professional Services contract for design of the project, it will submit and comply with the requirements of the LAP Checklist for Federally Funded Professional Services Contract (Form No. 525-010-49). The Department must review and concur with the process prior to award of the contract. Upon execution of the contract, the agency will upload a copy of the signed document into the Grant Application Program (GAP).

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the terms of the LAP agreement.

The Agency is responsible for designing the project following the applicable design criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design.

For projects off the State Highway System (Class D), the Agency will submit design plans for review and approval at 60%, 100% and final. For projects classified per the Local Programs Manual as A, B, or C, the Agency will submit design plans for all project phases.

If the project will involve construction on, under, or over the Department’s right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”). The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges,

AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as one of the types of Type 1 Categorical Exclusion (CE) project per FDOT's PD&E Manual. This documentation must be provided to the Department with submittal of 100% (Phase IV) Plans.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum award funding.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are federal or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

The Agency will ensure compliance of the Contractor's proposed staging/storage area with the Endangered Species Act, Section 4(f) and Section 106 of the Code of Federal Regulations. Required Sections 7-1.4 and 7-1.8 of FDOT's Division I Standard Specification are included in FDOT's Division 1 specification package for Local Agencies.

Should the Agency receive federal funding for the construction phase, it will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed LAP Construction Checklist for Construction Contracts (Form No: 525-010-44) and the Agency's Certification Clear Package as specified in the Department approved project schedule but not later than the Final plans submittal. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. Construction related activities conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding. The Agency must use the applicable criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1.Type 1 Categorical Exclusion (CE) Checklist
2.Contamination Clearance Form
3.Right of Way Certification Form
4.Rail Clear Letter
5.Permits Clear Letter and SWFWMD approval letter if applicable
6.Utilities Clear/Coordinated Letter

Should the Agency receive federal funding for the construction phase, it shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

Grant Application Program (GAP): GAP is a repository for all LAP project documents. Upon receipt of the Notice to Proceed on a project phase, the Local Agency will be responsible for uploading the appropriate project documents into GAP before an invoice will be paid.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) 100% plans and project clears to be completed and submitted to the Department by 01/27/2026
b) Design to be completed and submitted to the Department by 06/03/2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of St. Petersburg PO Box 2842 St Petersburg, FL 33731	450601 1 38 01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2025 (Local Agency Programs)	$ 403,333.00	$ _____	$ _____	$ 403,333.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 403,333.00	$ 0.00	$ 0.00	$ 403,333.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 403,333.00	$ 0.00	$ 0.00	$ 403,333.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marcia Haines
District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$403,333.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Rolando Sanchez at (813) 975-6928 or rolando.sanchez@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

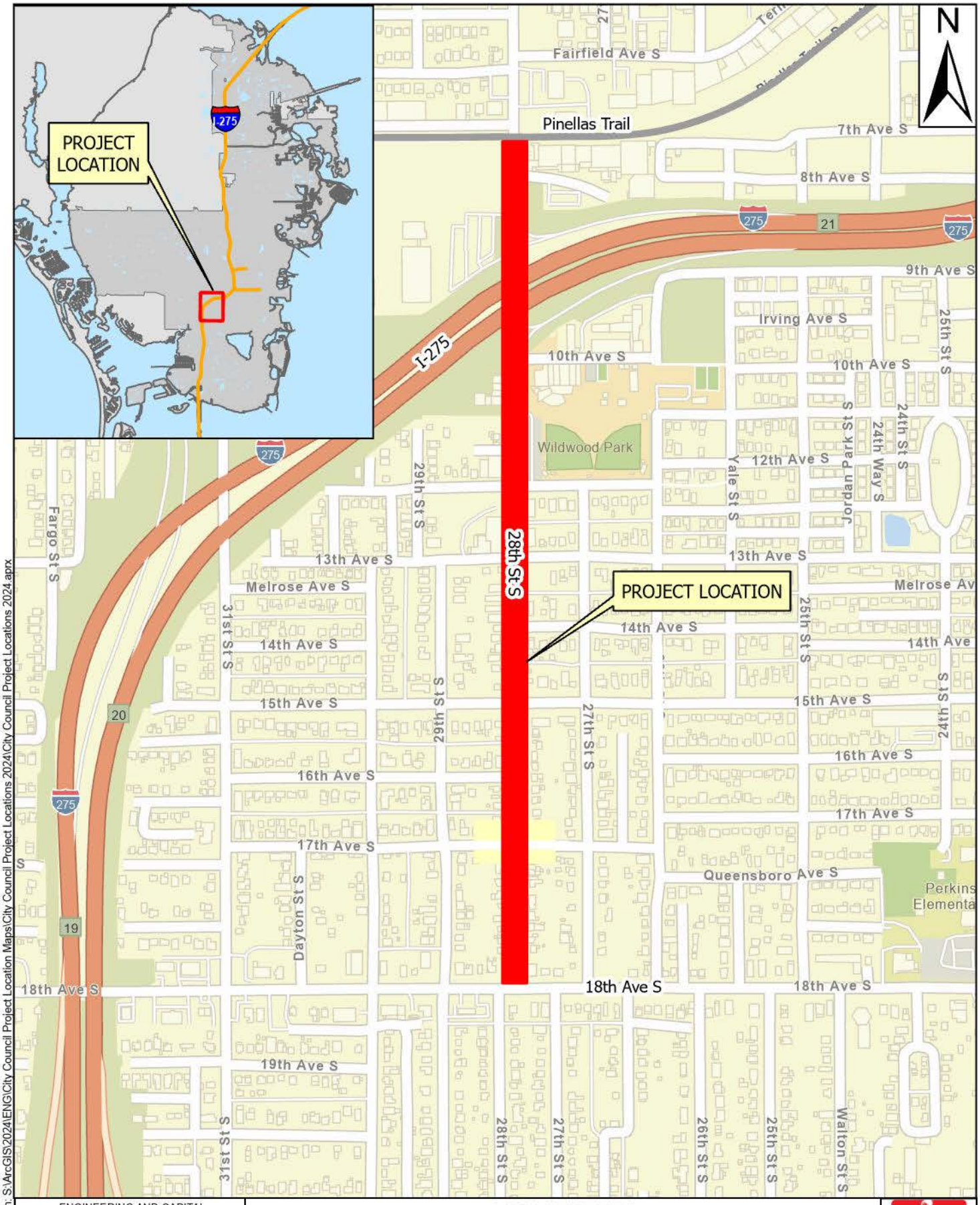
q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TBD prior to CST agreement execution, (N/A), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Florida Department of Transportation
District Seven
Kris Carson, Public Information Officer
kristen.carson@dot.state.fl.us
813-975-6202

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)



ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY of ST PETERSBURG

APPROVED BY:

DATE: 9/12/2024

28TH STREET S
FROM 18TH AVENUE S TO PINELLAS TRAIL (FPN 450601)
PROJECT No. 24198-130

st.petersburg
www.stpete.org

Document Path: S:\ArcGIS\2024\ENG\City Council Project Location Maps\City Council Project Locations 2024\City Council Project Locations 2024.aprx

Approvals - gcc
Report • Printed on October 24, 2024

Approved

11/7 - FDOT - 28th St S - LAP Agreement

Attachments

FDOT - 28th St N - LAP Agreer
https://stpete1-my.sharepoint.com/:l

Final status: Approved

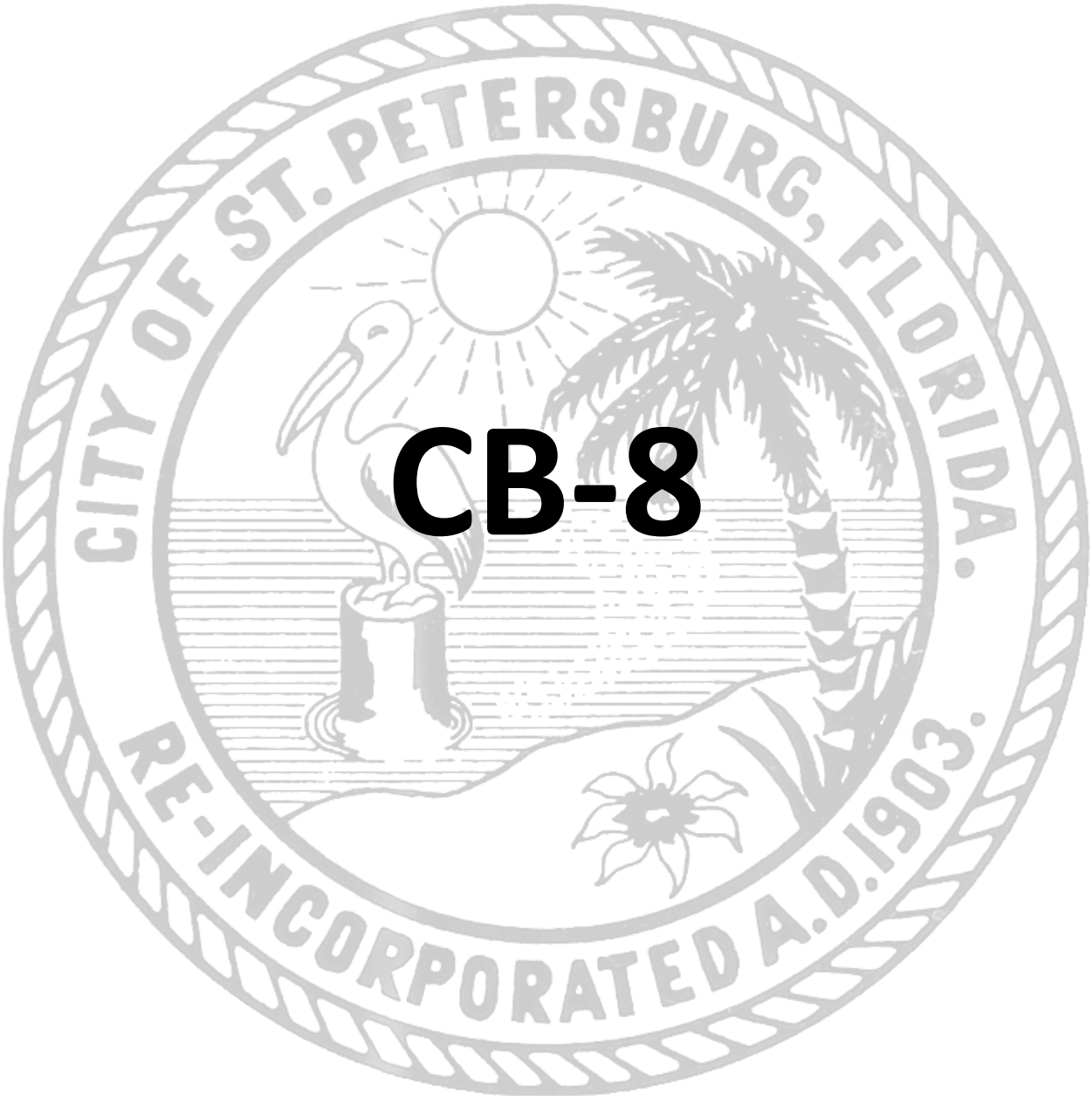
CT **Step 3: Approved by**
Claude Tankersley 10/24/2024 10:10:05 AM

MW **Step 2: Approved by**
Margaret B. Wahl 10/24/2024 9:39:50 AM

BP **Step 1: Approved by**
Brejesh Prayman 10/24/2024 9:38:53 AM

SJ **Requested by**
Sarah B. Johnson 10/24/2024 9:30:51 AM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the Pinellas Trail Neighborhood Connections Various Locations Project in an amount not to exceed $262,909; and providing an effective date. (FDOT Financial Project No. 452905-1-38-01; ECID Project No. 24199-130; Oracle No. 20489). Please scroll down to view the backup material.



CB-8

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the Pinellas Trail Neighborhood Connections Various Locations Project in an amount not to exceed $262,909; and providing an effective date. (FDOT Financial Project No. 452905-1-38-01; ECID Project No. 24199-130; Oracle No. 20489)

EXPLANATION: The proposed agreement will provide federal highway grant funding through the FDOT's Local Agency Program ("LAP") for engineering design work for the City of St. Petersburg's Pinellas Trail Neighborhood Connections Various Locations project. The scope of work includes survey, engineering design, engineering design permitting, and project administration to design four (4) multi-use paths that connect to the Pinellas Trail at 74th Street N; Pinellas Way S; 46th Street S; and 30th Street S.

The purpose of this project is to add connections to the Pinellas Trail from the surrounding areas. The proposed connections will make safe American with Disabilities Act (ADA) compliant access to Pinellas Trail with well-marked and visible 10-foot wide paths. The Pinellas Trail is a popular bike trail that is used by the residents and visitors of Pinellas County for recreation space and for commuting. The Pinellas trail stretches across St. Petersburg along a former railroad right of way and north towards other areas of Pinellas County.

The project will be developed under FDOT's LAP process. The City received LAP recertification in 2023 to provide planning, design, and construction/construction administration for federally funded projects within City limits.

The total cost of the design phase is $303,354.00, of which the original LAP agreement provided funds for the estimated design costs of $262,909.00, based on long range estimates provided at the time of grant submission.

Project costs for city staff will be borne initially by the City and later recouped from FDOT. Upon completion of the design phase, a separate LAP agreement will be provided by FDOT for construction phase funding for this Project.

This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.

RECOMMENDATION: Administration recommends approving the Agreement and authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the Pinellas Trail Neighborhood Connections Various Locations Project in an amount not to exceed $262,909; and providing an effective date. (FDOT Financial Project No. 452905-1-38-01; ECID Project No. 24199-130; Oracle No. 20489)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Bicycle/Pedestrian Safety Improvements Fund (3004), Pinellas Trail Neighborhood Connections FY2025 Project (20489).

ATTACHMENTS: Resolution
Council Map
Draft FDOT LAP Phase 38 Agreement

RESOLUTION NO. 2024-__

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR PARTICIPATION BY FDOT IN THE DESIGN ACTIVITIES FOR THE PINELLAS TRAIL NEIGHBORHOOD CONNECTIONS VARIOUS LOCATIONS PROJECT IN AN AMOUNT NOT TO EXCEED $262,909; AND PROVIDING AN EFFECTIVE DATE. (FDOT FINANCIAL PROJECT NO. 452905-1-38-01; ECID PROJECT NO. 24199-130; ORACLE NO. 20489)

WHEREAS, the State of Florida Department of Transportation ("FDOT") has agreed to participate in the design activities for the Pinellas Trail Neighborhood Connections Various Locations Project ("Project"); and

WHEREAS, as a requirement for FDOT's participation in the Project, the City of St. Petersburg, Florida ("City") must enter into a Local Agency Program Agreement setting forth the obligations of FDOT and the City; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the Pinellas Trail Neighborhood Connections Various Locations Project in an amount not to exceed $262,909.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00773436

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 452905 1 38 01	FPN:	FPN:
Federal No (FAIN): D724 044 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: TALU	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:15 (Pinellas) Contract No:
Recipient Vendor No: F596000424044 Recipient Unique Entity ID (UEI) No: LARHMJNJAKS4

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of St. Petersburg ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design activities of the Pinellas Trail Neighborhood Connections-Various Locations project, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 09/04/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 262,909.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $262,909.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

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

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of St. Petersburg

By: _____

Name: Brejesh Prayman, P.E.
Title: Director, Engineering & Capital Improvements

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Justin Hall
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 452905 1 38 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of St. Petersburg (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: This project includes the design activities for the Pinellas Trail Neighborhood Connections-Various Locations. This project consists of the design of (4) four multi-use paths that connect to the Pinellas Trail at 74th Street N; Pinellas Way S; 46th Street S; and 30th Street S. Lighting, landscaping and final utility coordination and engineering will be conducted during design, however; lighting, landscaping and utility relocation are not allowable reimbursements during the construction phase.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency will be issued Notice to Proceed for the design (PE) phase of the project after final execution of the agreement.

If the Agency intends to use a Professional Services contract for design of the project, it will submit and comply with the requirements of the LAP Checklist for Federally Funded Professional Services Contract (Form No. 525-010-49). The Department must review and concur with the process prior to award of the contract. Upon execution of the contract, the agency will upload a copy of the signed document into the Grant Application Program (GAP).

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the terms of the LAP agreement.

The Agency is responsible for designing the project following the applicable design criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design.

For projects off the State Highway System (Class D), the Agency will submit design plans for review and approval at 60%, 100% and final. For projects classified per the Local Programs Manual as A, B, or C, the Agency will submit design plans for all project phases.

If the project will involve construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the

Department at its discretion.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as one of the types of Type 1 Categorical Exclusion (CE) project per FDOT's PD&E Manual. This documentation must be provided to the Department with submittal of 100% (Phase IV) Plans.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum award funding.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are federal or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

The Agency will ensure compliance of the Contractor's proposed staging/storage area with the Endangered Species Act, Section 4(f) and Section 106 of the Code of Federal Regulations. Required Sections 7-1.4 and 7-1.8 of FDOT's Division I Standard Specification are included in FDOT's Division 1 specification package for Local Agencies.

Should the Agency receive federal funding for the construction phase, it will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed LAP Construction Checklist for Construction Contracts (Form No: 525-010-44) and the Agency's Certification Clear Package as specified in the Department approved project schedule but not later than the Final plans submittal. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. Construction related activities conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding. The Agency must use the applicable criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1.Type 1 Categorical Exclusion (CE) Checklist
2.Contamination Clearance Form
3.Right of Way Certification Form
4.Rail Clear Letter
5.Permits Clear Letter and SWFWMD approval letter if applicable
6.Utilities Clear/Coordinated Letter

Should the Agency receive federal funding for the construction phase, it shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

Grant Application Program (GAP): GAP is a repository for all LAP project documents. Upon receipt of the Notice to Proceed on a project phase, the Local Agency will be responsible for uploading the appropriate project documents into GAP before an invoice will be paid.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) 100% plans and project clears to be completed and submitted to the Department by 10/29/2025.
b) Design to be completed and submitted to the Department by 03/05/2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is

subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of St. Petersburg PO Box 2842 St Petersburg, FL 33731	452905 1 38 01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2025 (Local Agency Programs)	$ 262,909.00	$ _____	$ _____	$ 262,909.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 262,909.00	$ 0.00	$ 0.00	$ 262,909.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 262,909.00	$ 0.00	$ 0.00	$ 262,909.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marcia Haines
District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$262,909.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

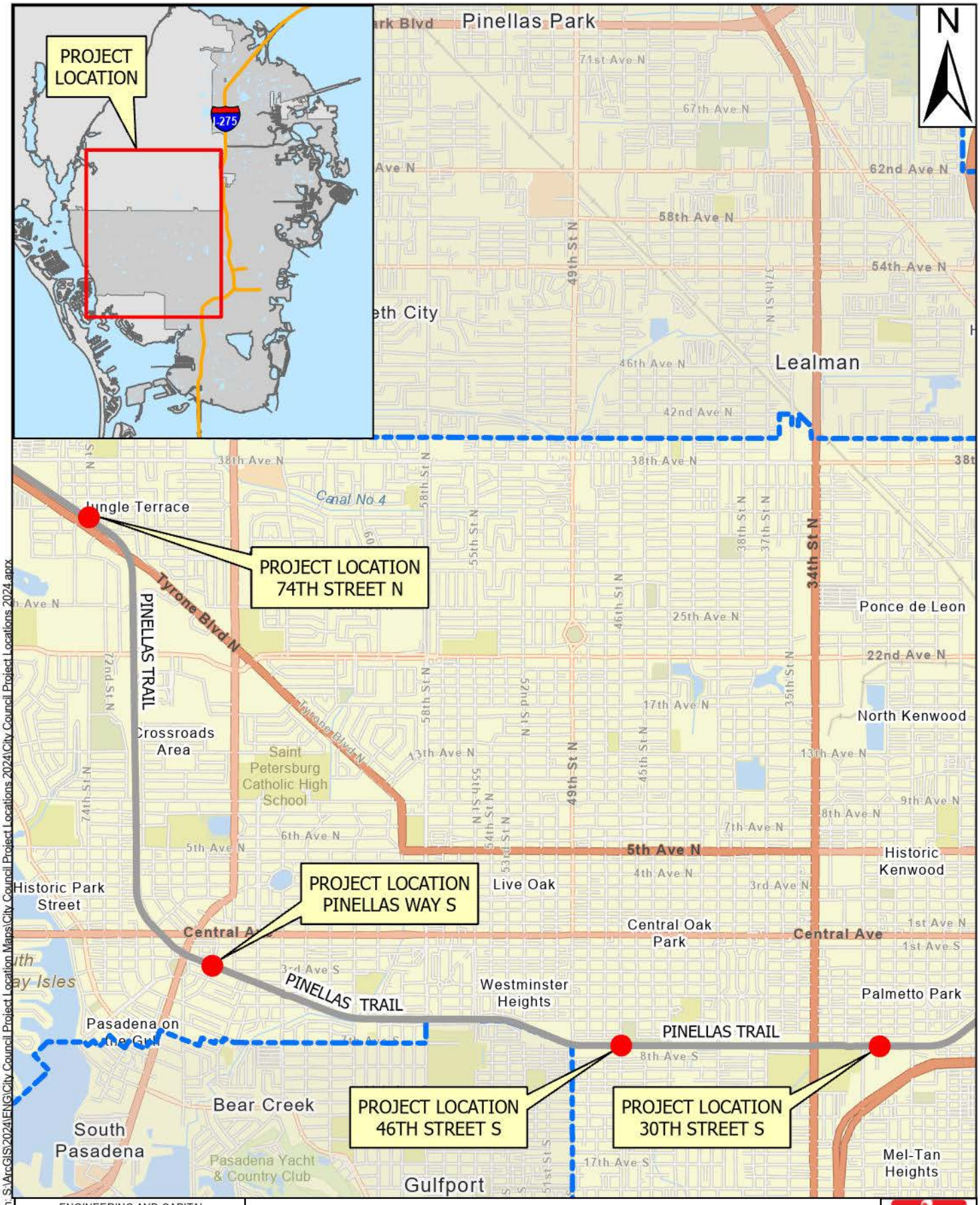
Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.



Document Path: S:\ArcGIS\2024\ENG\City Council Project Location Maps\City Council Project Locations 2024\City Council Project Locations 2024.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY of ST PETERSBURG	
APPROVED BY:	DATE: 9/12/2024

FDOT PINELLAS TRAIL NEIGHBORHOOD CONNECTIONS (FPN 452095) PROJECT No. 24199-130

st.petersburg
www.stpete.org

Approvals - gcc
Report • Printed on October 24, 2024

Approved

11/7 - FDOT - Pinellas Trail - LAP Agreement

Attachments

FDOT - Pinellas Trail - LAP Agr
https://stpete1-my.sharepoint.com/:l

Final status: Approved

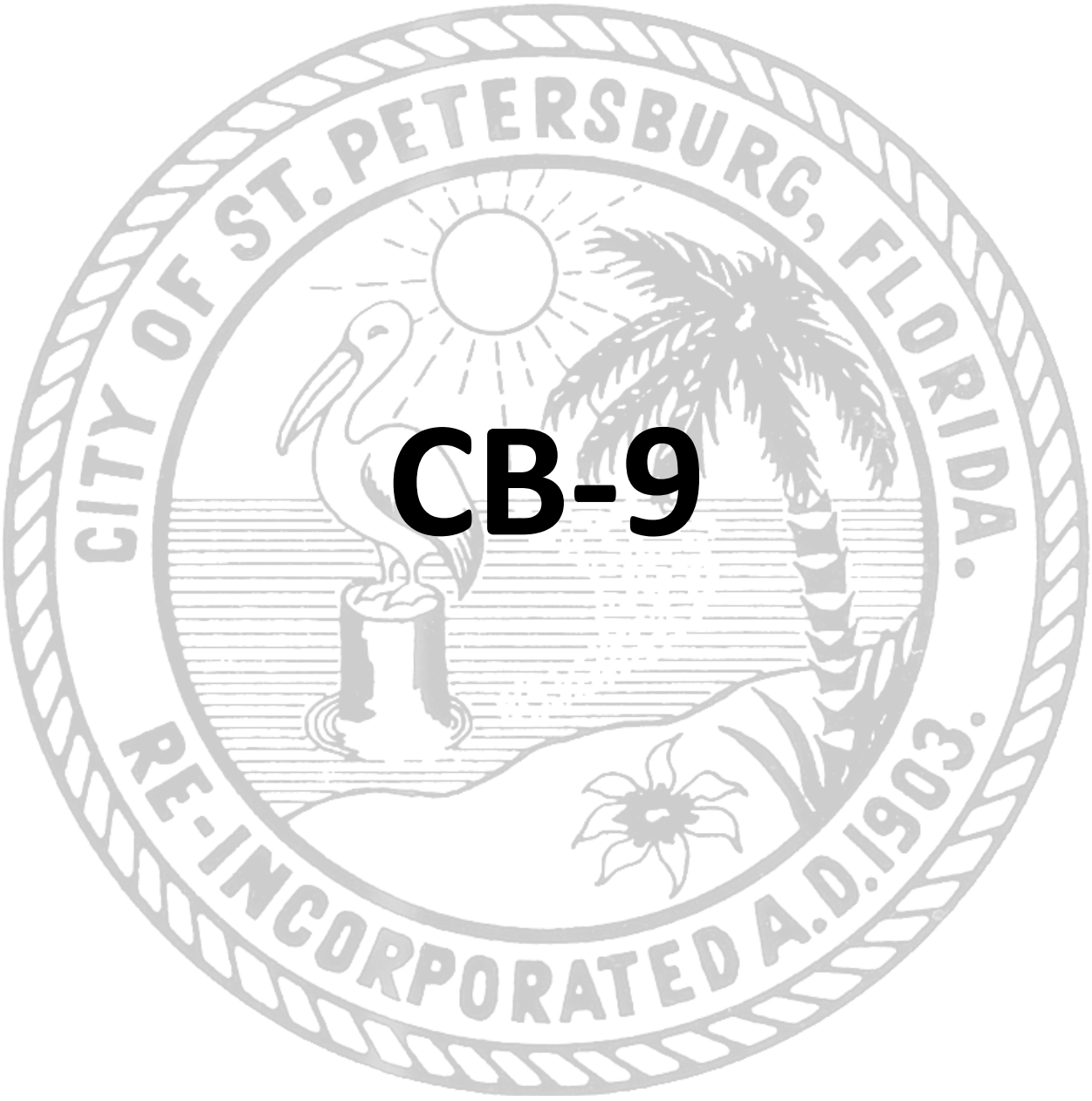
CT **Step 3: Approved by**
Claude Tankersley 10/24/2024 10:08:26 AM

MW **Step 2: Approved by**
Margaret B. Wahl 10/24/2024 10:06:58 AM

BP **Step 1: Approved by**
Brejesh Prayman 10/23/2024 2:08:45 PM

SJ **Requested by**
Sarah B. Johnson 10/23/2024 10:46:48 AM

The following page(s) contain the backup material for Agenda Item: A resolution confirming the appointment of City of St. Petersburg Fire Rescue Chief Lindsay Judah to the Opioid Abatement Funding Advisory Board and Fire Marshal Ian Womack as the alternate for a term of two (2) years; and providing an effective date.
Please scroll down to view the backup material.



CB-9

MEMORANDUM

TO: Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

FROM: Jane Wallace, Assistant City Attorney

RE: Opioid Litigation Settlement Regional Funding and Resolution for Appointment to the Opioid Abatement Funding Advisory Board ("OAFAB")

DATE: October 22, 2024

SUBJECT: A resolution confirming the appointment of City of St. Petersburg Fire Rescue Chief Lindsay Judah to OAFAB and Fire Marshal Ian Womack as the alternate for a term of (2) years; and providing an effective date.

EXPLANATION: OAFAB has five (5) seats, with St. Petersburg, Pinellas County, Clearwater and Pinellas Park each having appointment power of a seat. In September 2022, City Council approved the appointment of Chief Womack to St. Petersburg's seat on OAFAB for the first two (2) year term, which expires this month.

OAFAB's mandate is to determine the priorities, services and use of funding for the regional funding received through the opioid lawsuit settlements. OAFAB has decision making power of the regional funding with the Pinellas County Board of County Commissioners only being able to overturn the recommendations by a supermajority vote. It is anticipated that OAFAB will exist for at least 16 more years due to the settlement funding being structured to be paid over 18 years.

RECOMMENDATION: That City Council confirms the appointment of St. Petersburg Fire Rescue Chief Lindsay Judah to the Opioid Abatement Funding Advisory Board and Fire Marshal Ian Womack as the alternate for a term of two (2) years.

ATTACHMENTS: Proposed Resolution

00773427

RESOLUTION NO. 24-____

A RESOLUTION CONFIRMING THE APPOINTMENT OF CITY OF ST. PETERSBURG FIRE RESCUE CHIEF LINDSAY JUDAH TO THE OPIOID ABATEMENT FUNDING ADVISORY BOARD AND FIRE MARSHAL IAN WOMACK AS THE ALTERNATE FOR A TERM OF TWO (2) YEARS; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the City Council hereby confirms the Mayor's appointment of City of St. Petersburg Fire Rescue Chief Lindsay Judah to the Opioid Abatement Funding Advisory Board and Fire Marshal Ian Womack as the alternate for a term of two (2) years.

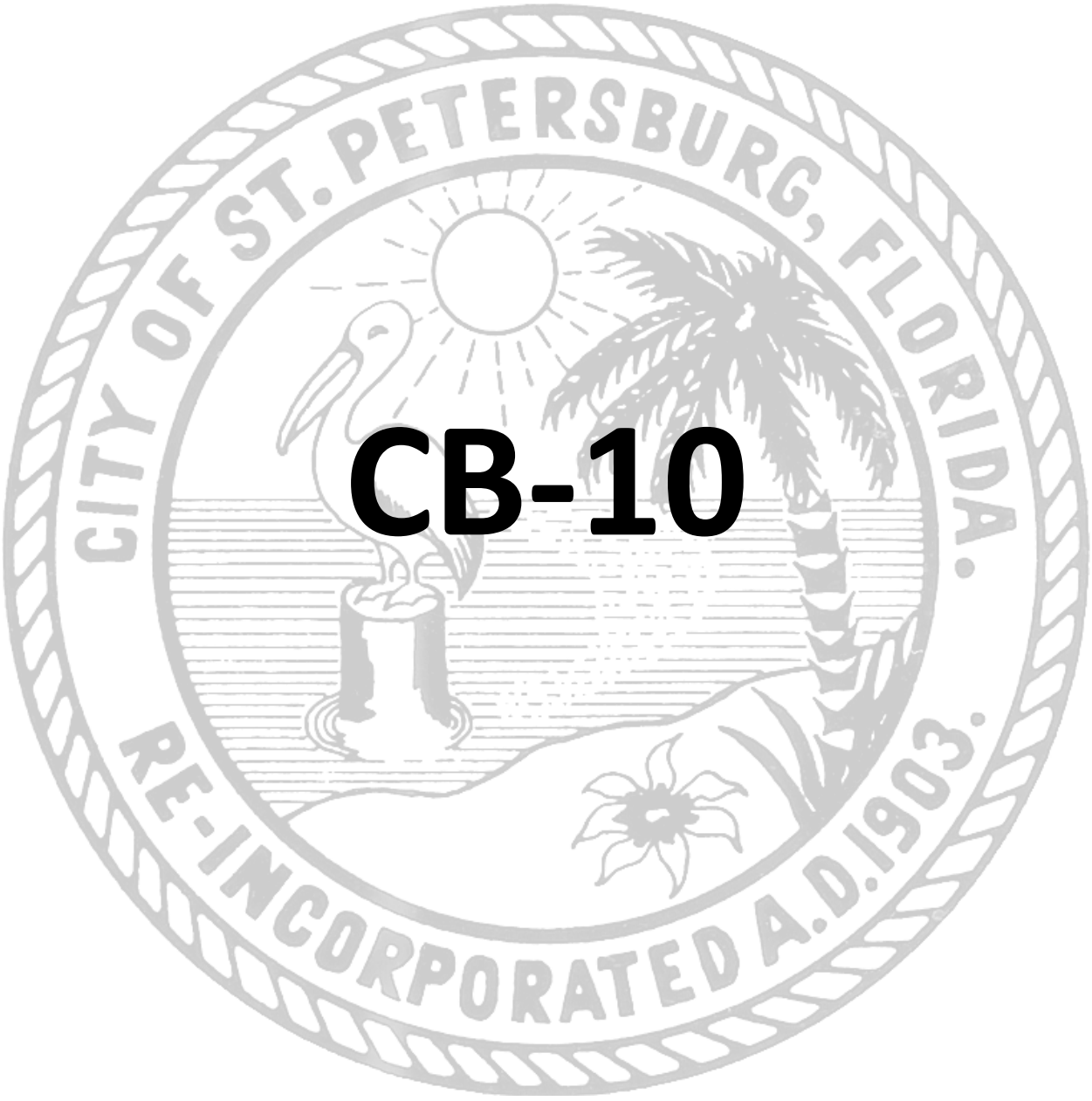
This resolution shall become effective immediately upon its adoption.

LEGAL:

Jane Wallace

Citylaw 00767477

The following page(s) contain the backup material for Agenda Item: A resolution approving a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Federal Treasury Forfeiture Fund (1603) to the Police Department, Federal Treasury Forfeiture Division (140-2859); authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.
Please scroll down to view the backup material.



CB-10

St. Petersburg City Council
Consent Agenda
Meeting of November 7, 2024

TO: The Honorable Deborah Figgs - Sanders, Council Chair, and Members of City Council

SUBJECT: A resolution approving a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Federal Treasury Forfeiture Fund (1603) to the Police Department, Federal Treasury Forfeiture Division (140-2859); authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: The Administration requests a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Federal Treasury Forfeiture Fund (1603) to the Police Department, Federal Treasury Forfeiture Division (140-2859).

The funds appropriated from the Federal Treasury Forfeiture Fund (1603) in the amount of $100,000 will be used to purchase 600 officers uniform hats ($10,000), fitness equipment ($40,000) and for training and education ($50,000).

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution approving a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Federal Treasury Forfeiture Fund (1603) to the Police Department, Federal Treasury Forfeiture Division (140-2859); authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING INFORMATION: Funds for the purchase of 600 officers uniform hats ($10,000), fitness equipment ($40,000), recruitment advisement ($30,000) and for training and education ($20,000) will be available after the approval of a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Federal Treasury Forfeiture Fund (1603) to the Police Department, Federal Treasury Forfeiture Division (140-2859). The estimated fund balance of the Federal Treasury Forfeiture Fund (1603) after this appropriation is $336,709.16

Attachment: Resolution

Approvals:

Administration: _____ Budget: E Makofske

Resolution No. 2025-_____

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $100,000 FROM THE UNAPPROPRIATED BALANCE OF THE FEDERAL TREASURY FORFEITURE FUND (1603) TO THE POLICE DEPARTMENT, FEDERAL TREASURY FORFEITURE DIVISION (140-2859); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has requested a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Federal Treasury Forfeiture Fund (1603) to the Police Department, Federal Treasury Forfeiture Division (140-2859); and

WHEREAS, the funds appropriated from the Federal Treasury Forfeiture Fund (1603) will be used to purchase 600 officers uniform hats ($10,000), fitness equipment ($40,000), and for training and education ($50,000); and

WHEREAS, the requested appropriation is for authorized uses of the Federal Treasury Forfeiture Fund (1603).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the unappropriated balance of the Federal Treasury Forfeiture Fund (1603), the following supplemental appropriation for FY 2025:

Federal Treasury Forfeiture Fund (1603)
Police Department, Federal Treasury Forfeiture Division (140-2859) $100,000

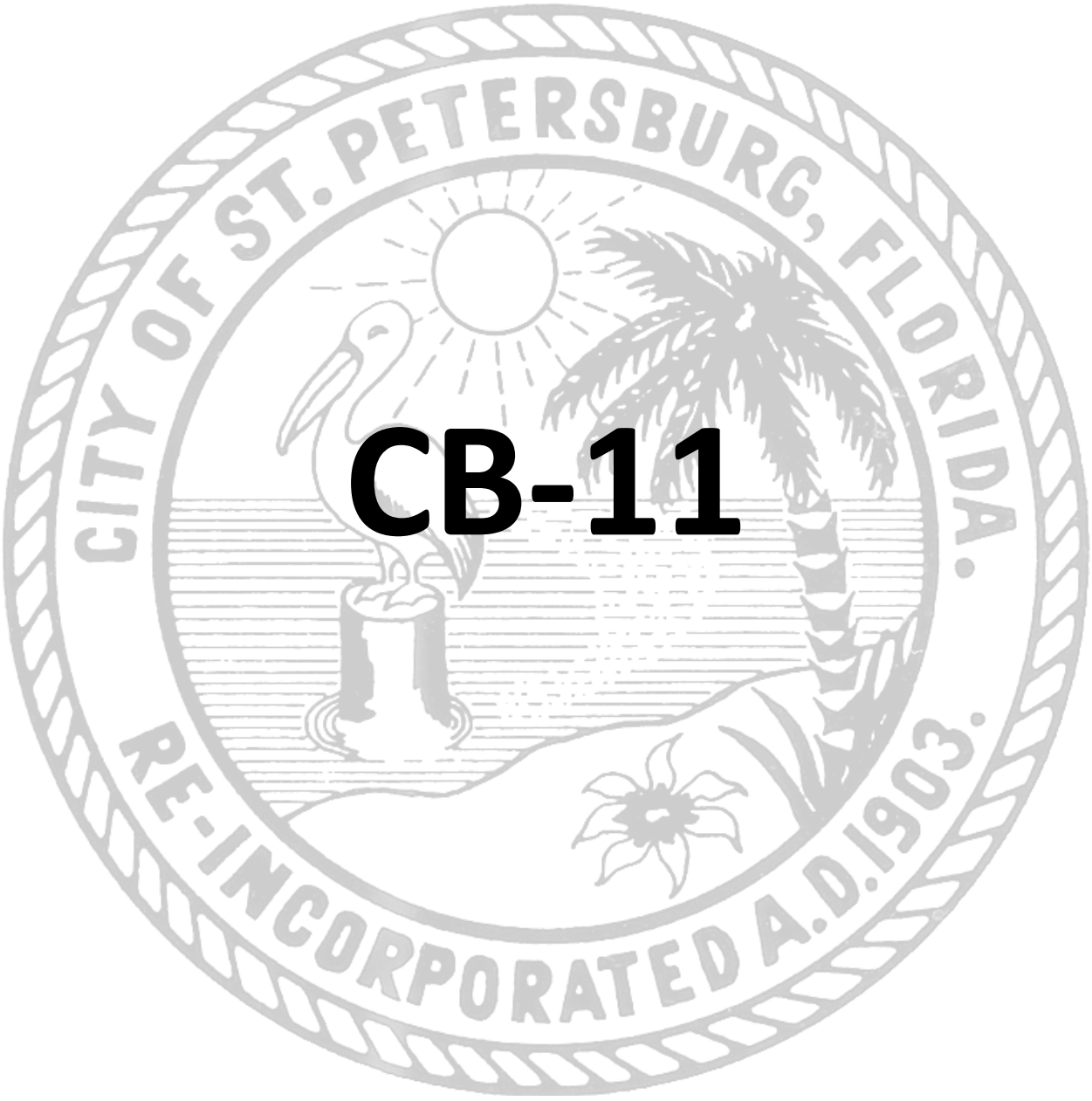
This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: _____ Administration: _____
00773920.docx

Budget: _____

The following page(s) contain the backup material for Agenda Item: A resolution approving a four year funding agreement between the City of St. Petersburg, Florida (“City”) and the Shirley Proctor Puller Foundation, Inc. (“SPPF”) to expand the M.A.S.T.R. Kids Program, for the City to provide $250,000 annually to SPPF to support its M.A.S.T.R. Kids Program; authorizing the Mayor or his designee to execute the funding agreement and all other documents necessary to effectuate this transaction; and providing an effective date.
Please scroll down to view the backup material.



CB-11

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 7, 2024

TO: The Honorable Chair Deborah Figgs-Sanders, and Members of City Council

SUBJECT: A resolution approving a four year funding agreement between the City of St. Petersburg, Florida ("City") and the Shirley Proctor Puller Foundation, Inc. ("SPPF") to expand the M.A.S.T.R. Kids® Program, for the City to provide $250,000 annually to SPPF to support its M.A.S.T.R. Kids® Program; authorizing the Mayor or his designee to execute the funding agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The Shirley Proctor Puller Foundation (SPPF) is a respected non-profit organization dedicated to addressing educational disparities in South St. Petersburg. The M.A.S.T.R. Kids® Program, one of SPPF's key initiatives, focuses on improving literacy, math, and STEAM (Science, Technology, Engineering, Art, and Math) skills among underserved students in St. Petersburg. The program provides year-round out-of-school-time academic enrichment for K-8 students, including after-school and summer sessions.

Through this agreement, the City of St. Petersburg will support the expansion of the M.A.S.T.R. Kids® Program to a third location at Gibbs High School. This will allow the program to serve an additional 60-70 students in South St. Petersburg. Certified teachers will provide instruction in literacy, math, and STEAM, with a specific focus on closing the achievement gap in reading and improving academic outcomes for participating students. The program also incorporates extracurricular activities such as health and wellness programming and field trips.

This partnership aligns with the City's focus on education and youth opportunities, supporting the Mayor's Pillar for Progress: Education & Youth Opportunities. By providing equitable access to academic support and enrichment, this initiative contributes to the City's efforts to foster learning and intellectual growth, particularly for underserved communities. The program's expansion will also help close achievement gaps and ensure that students in South St. Petersburg are better prepared for future academic success.

Administration recommends that City Council approve $250,000 in annual funding agreement between the City of St. Petersburg Florida ("City") and the Shirley Proctor Puller Foundation, Inc. (SPPF) for four years, to support the expansion of the M.A.S.T.R. Kids® Program, which will provide critical academic support to K-8 students in South St. Petersburg and authorize the Mayor or his designee to execute the funding agreement and all other documents necessary to effectuate this transaction.

COST/FUNDING ASSESSMENT INFORMATION: Funding for the current year has been previously appropriated in the General Fund (0001), Mayor's Office Department, Education & Youth Opportunities Division (020-1249). Funding for future years will be included in the City's annual operating budget subject to approval by City Council.

ATTACHMENTS: Shirley Puller Proctor Foundation M.A.S.T.R. Kids Program, Resolution and Agreement

APPROVALS: **Administrative:** _____

Budget: Patricia Pena

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING A FOUR YEAR FUNDING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND THE SHIRLEY PROCTOR PULLER FOUNDATION, INC. ("SPPF") FOR THE CITY TO PROVIDE $250,000 ANNUALLY (FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $1,000,000) TO SPPF TO SUPPORT ITS M.A.S.T.R. KIDS® PROGRAM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize a portion of its available funds to raise literacy rates and provide academic enrichment opportunities to youth in St. Petersburg: and

WHEREAS, the Shirley Proctor Puller Foundation, Inc. is a not for profit organization that provides a M.A.S.T.R. Kids® program designed to provide students with academic enrichment in science, technology, engineering, art, math, and reading ("M.A.S.T.R. Kids Program"); and

WHEREAS, SPPF has requested that the City provide $250,000 annually to support the M.A.S.T.R. Kids Program in the City of St. Petersburg, subject to the terms and conditions of a four-year funding agreement; and

WHEREAS, using public funds to promote literacy and provide academic enrichment opportunities to youth in the City of St. Petersburg constitutes a valid public purpose; and

WHEREAS, City Administration recommends approval of the funding agreement; and

WHEREAS, the funding for the current year in the amount of $250,000 has been previously appropriated in the General Fund (0001), Mayor's Office Department, Education and Youth Opportunities Division (020-1249). Funding for future years will be included in the City's annual operating budget subject to approval by City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the four-year funding agreement between the City of St. Petersburg, Florida ("City") and the Shirley Proctor Puller Foundation, Inc. ("SPPF") for the City to provide $250,000 annually (for a total contract amount not to exceed $1,000,000) to SPPF to support its M.A.S.T.R. Kids® Program is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the funding agreement.

This resolution shall take effect immediately upon its adoption.

LEGAL:

0073959

DEPARTMENT:

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida, ("City") and The Shirley Proctor Puller Foundation, Inc. a Florida not for profit corporation ("Agency") (collectively, "Parties") and is effective as of _____, 2024 ("Effective Date").

WHEREAS, the City desires to utilize a portion of its available funds to raise literacy rates and provide academic enrichment opportunities to youth in St. Petersburg; and

WHEREAS, the Agency has requested funding in from the City to be used to expand its M.A.S.T.R. Kids Program as more particularly described in Appendix A ("Program"); and

WHEREAS, the City has agreed to provide two hundred and fifty thousand dollars ($250,000) annually to Agency for four (4) years, subject to the terms and conditions of this Agreement, for such purpose; and

WHEREAS, using public funds to promote literacy and provide academic enrichment opportunities to youth in the City of St. Petersburg constitutes a valid public purpose.

NOW, THEREFORE, for and in consideration of the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Agency covenant and agree as follows:

1. **Grant of Funds**: The City shall provide funding to the Agency in an amount not to exceed two hundred and fifty thousand dollars ($250,000) annually ("Grant Funds") throughout the Term of this Agreement and will distribute the Grant Funds as follows:

    a. During the initial twelve-month period of this Agreement, the City will make the following disbursements:

        i. The City will distribute $53,618 in Grant Funds to the Agency no later than December 1, 2024.
        ii. The City will distribute an additional $98,191 in Grant Funds to the Agency at any time before January 31, 2025, provided that the Agency has utilized or committed all the Grant Funds previously distributed. If the Agency still has unused or uncommitted Grant Funds remaining from the first disbursement, the City will not issue the second disbursement before January 31, 2025. Instead, the City will issue the second disbursement no later than thirty (30) days after a written request from the Agency to do so, which request must include evidence that the Agency has utilized or committed all Grant Funds from the first disbursement.
        iii. The City will distribute an additional $98,191 in Grant Funds to the Agency at any time before March 31, 2025, provided that the Agency has utilized or committed all the Grant Funds previously distributed. If the Agency still has unused Grant Funds remaining from the second

disbursement, the City will not issue the third disbursement before March 31, 2025. Instead, the City will issue the third disbursement no later than thirty (30) days after a written request from the Agency to do so, which request must include evidence that the Agency has utilized or committed all Grant Funds from the second disbursement.

b. In each subsequent twelve-month period during the Term, the City will make the following disbursements:

   i. The City will disburse Grant Funds to the Agency in quarterly installments of $62,500 each, on or before the fifteenth (15^{th}) calendar day of the first month in each quarter, provided that the Grant Funds disbursed in the previous quarter have been spent or committed by the Agency. If the Agency still has unused or uncommitted Grant Funds remaining from a previous quarter, the City will not issue the next disbursement. Instead, the City will issue the next disbursement no later than thirty (30) days after a written request from Agency to do so, which request must include evidence that Agency has utilized or committed all Grant Funds from the previous disbursement.

   ii. Each quarter will be defined as follows, starting from the first month of the twelve-month period:
      1. **Quarter 1:** Month 1 to Month 3
      2. **Quarter 2:** Month 4 to Month 6
      3. **Quarter 3:** Month 7 to Month 9
      4. **Quarter 4:** Month 10 to Month 12

c. In no event will the City be required to issue any disbursements to Agency after the expiration or earlier termination of this Agreement. In the event this Agreement is terminated or expires prior to Agency utilizing all of the Grant Funds disbursed hereunder, Agency shall, without demand or notice, return all unused Grant Funds to the City within thirty (30) days after the effective date of expiration or earlier termination.

d. Any and all monies owed to the City by Agency for any reason must be paid in full prior to the disbursement of any Grant Funds hereunder.

e. The City may withhold all or any portion of the Grant Funds at any time if the Agency is not in compliance with the terms or conditions of this Agreement or is in violation of any applicable Laws (as hereinafter defined).

2. **Agency's Use of Grant Funds**: The Agency shall complete the Program described in Appendix A and shall utilize the Grand Funds in accordance with this Agreement and the budget attached hereto as Appendix B and made a part hereof ("Budget"). Without limiting the generality of the foregoing, Agency shall not expend the Grant Funds for any items that are not set forth in the Budget, and Agency shall comply with any written instructions or conditions the City places on the Budget. The Mayor (or his designee) and the Agency may mutually agree

in writing to make changes to the Budget in a manner determined to be reasonably necessary to maximize the value of the Program (e.g. by increasing the amount for one item in the Budget and decreasing the amount of another item in the Budget), provided that such changes do not result in an increase to the Grant Funds. If the Mayor (or his designee) and the Agency mutually agree in writing to change the Budget and such change does not result in an increase to the Grant Funds, such written document will be attached to Appendix B and such appendix will be deemed amended accordingly.

3. **Term**: The term of this Agreement shall commence on the Effective Date and remain in effect for four years, unless earlier terminated as provided for herein ("Term").

4. **Repayment of Grant Funds**: If (i) the Agency fails to comply with the terms and conditions of this Agreement, including but not limited to failure to use the Grant Funds in accordance with this Agreement, failure to provide the Program during the Term, failure to comply with applicable Laws (as hereinafter defined), or failure to submit the required reports within the time period required by this Agreement, and such noncompliance continues for ten (10) days after written notice thereof from the City, or if (ii) the City terminates this Agreement in accordance with paragraph 9, then the City may, in its sole and absolute discretion, require the Agency to repay all or a portion of the Grant Funds to the City within thirty (30) days after written notice from the City to repay the Grant Funds or a portion of the Grant Funds.

5. **Reports:** The Agency shall submit to the City Expenditure and Programmatic Reports due on or before the deadlines set forth herein.

   (a) Expenditure Reports. The Agency shall submit to the City quarterly reports containing a general ledger detailing expenditures relative to the Program and the Budget ("Expenditure Reports"), including but not limited to an itemized list of all expenditures for the previous quarter and supporting documentation evidencing such expenditures (e.g. copies of checks, payrolls, time records, invoices, contracts, vouchers, orders). Expenditure reports must be in the format requested by the City and must be provided to the City on or before the tenth (10^{th}) calendar day of the first month of each quarter during the Term.

   (b) Programmatic Reports. In addition to the expenditure reports described in paragraph 5(a), the Agency shall submit to the City programmatic reports detailing the key program deliverables ("Key Deliverables") described the Key Deliverables list, attached hereto as Appendix C and made a part hereof. Programmatic reports must be in the format requested by the City and must be provided to the City by the deadlines set forth in Appendix C.

6. **Compliance with Laws**: The Agency shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida public records laws.

7. **Reservation of Rights**: In order to determine Agency's compliance with this Agreement, the City may at any reasonable time enter and inspect any premises used by the Agency. If the use of such premises by the Agency is subject to a lease or licensing requirement, the City shall be given the same rights to enter and inspect the premises that such lease or licensing requirement

provides for the Agency. Such inspection may include, but shall not be limited to, review or analysis of the financial or service records of the Agency.

8. **No City Responsibility or Liability**: The City shall not be responsible for or incur any liability for any claims or demands arising out of or in connection with this Agreement or the Program.

9. **Termination of Contract**:

a. Termination for Cause. The City may terminate this Agreement upon written notice to Agency in the event Agency defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Agency with notice of the default or an opportunity to cure, if the City determines the Agency has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification, or insurance coverage. Further, if the Agency uses any Grant Funds provided by this Agreement for any purpose or expense other than authorized under this Agreement, the Agency shall repay such amount in accordance with paragraph 4 and be deemed to have waived the privilege of receiving additional funds under this Agreement. Notice of termination will be deemed given and delivered as set forth in paragraph 13 herein.

b. Termination for Convenience. This Agreement may be terminated at any time by the City for convenience upon ninety (90) days written notice to the Agency. If the Agreement is terminated pursuant to this paragraph 9(b)., the Agency shall immediately return to the City all Grant Funds that have not yet been expended by Agency for Program activities.

10. **Indemnification:**

(a) Agency shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(i) The performance of this Agreement (including any amendments thereto) by Agency, its employees, agents, representatives or subcontractors; or

(ii) The failure of Agency, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or

(iii) Any negligent act or omission of the Agency, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed

to be either solely that of the Agency, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of the Agency, its employees, agents, representatives, or subcontractors; or

(v) Agency's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

(b) The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Agency pursuant to this Agreement or otherwise obtained by Agency, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

11. **Insurance:**

(a) Agency shall maintain the following minimum types and amounts of insurance throughout the Term at its own expense:

(i) Commercial General Liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.

(ii) Commercial Automobile Liability insurance of One Million Dollars ($1,000,000) combined single limit covering all owned, hired, and non-owned vehicles.

(ii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least one hundred thousand dollars ($100,000) for each accident, one hundred thousand dollars ($100,000) per employee, and five hundred thousand ($500,000) for all diseases.

(iv) Abuse and Molestation coverage in an amount of at least One Million Dollars ($1,000,000) per claim. This shall include coverage for bodily injury, mental anguish, and emotional distress arising from the actual, alleged, or threatened abusive behavior, conduct, verbal or nonverbal communication, molestation, or exploitation, whether for sexual gratification, discrimination, intimidation, coercion, or for any other purpose.

(b) All of Agency's insurance policies, except Workers' Compensation, must name the Indemnified Parties as additional insureds.

(c) All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

(d) Agency shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Agency shall provide copies of current policies with all applicable endorsements.

(e) All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.

(f) If the insurance carried by Agency has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Agreement. If Agency's insurance limits are greater than the minimum limits set forth herein, then Agency's insurance limits are deemed to be the required limits in this Agreement.

(g) Agency hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

(h) The City reserves the right to change or alter the above insurance requirements as it deems necessary.

12. **Records and Reports**:

(a) Agency shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Agency shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, Agency shall retain all such books, records and information during the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

(b) Agency shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information relating to all matters covered by this Agreement.

13. **Notices:** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the

address provided below, or upon the date delivered overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

CITY OF ST. PETERSBURG:
City of St. Petersburg, Florida
P.O. Box 2842
St. Petersburg, Florida 33731
Attn: Dr. Sheron Brown
Education and Youth Opportunities Director
Sheron.Brown@stpete.org

THE SHIRLEY PROCTOR PULLER FOUNDATION, INC.:
P.O. Box 530121
St. Petersburg, Florida 33747
Attn: Pam Williams
pam.williams@sppf.org

14. **Nondiscrimination**: The Agency, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category; provided, however, that the City may not enforce this provision to prohibit or discriminate against religious exercise in a manner that would be proscribed by the United States Constitution or other applicable law.

15. **Additional Funding Sources:** The Agency agrees to make all reasonable efforts to obtain funding from additional sources wherever it may qualify.

16. **Funding Credit:** At the City's request, Agency shall recognize and identify the City as a funding agency in all printed, informational and promotional materials related to the Agreement. Agency shall not use the City's name in any printed, informational or promotional materials except to the extent authorized by the City.

17. **Assignment:** The Agency shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph 17 shall be void and shall confer no rights upon the assignee.

18. **Governing Law and Venue:** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court, shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

19. **Due Authority:** Each party to this Agreement represents and warrants to the other party that: (i) it is duly organized, qualified and existing entities under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this

Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

20. **Headings:** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

21. **Non-Appropriation:** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

22. **No Third Party Beneficiaries:** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

23. **Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

24. **Waiver:** No provision of this Agreement will be deemed waived by the City unless expressly waived in writing by the City. No waiver shall be implied by delay or any other act or omission of the City. No waiver by the City of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by the Agency shall not constitute waiver of the requirement for obtaining the City's consent respecting any subsequent action.

25. **Severability:** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

26. **City Consent and Action:**

(a) For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

(b) For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

27. **Survival:** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

28. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which is enforceable against the Parties actually executing such parts, and all of which together constitute one instrument. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Agency have executed this Agreement, which shall be effective as of the date first above written.

CITY OF ST. PETERSBURG, FLORIDA **ATTEST**

By: _____ _____
City Clerk (designee)

(Seal)

THE SHIRLEY PROCTOR PULLER FOUNDATION, INC.:

By: _____

Print: Bridgette Heller
Title: CEO

Approved as to Form and Content:

_____
City Attorney (designee) 00773923

Appendix A Project Description

1. Program Overview:

- The Shirley Proctor Puller Foundation (SPPF) will implement the M.A.S.T.R. Kids® Core Program at a third site located on the Gibbs High School Campus, offering academic enrichment, with a specific focus on literacy, to 60-70 additional students in grades K-8 from South St. Petersburg.
- The program will provide year-round, out-of-school-time programming, including after-school and summer sessions, with a primary emphasis on increasing literacy, math, and STEAM (Science, Technology, Engineering, Art, and Math) competencies.

2. Program Activities:

a. After-School Programming (January–May 2025):

- Operate five days per week, from 2:15 PM to 5:45 PM, providing academic enrichment in reading, math, and STEAM.
- Certified teachers will deliver instruction and interventions, using ability groups instead of grade-based classes to address individual learning needs.
- Students will participate in 90 minutes of structured academic instruction each day, with a primary focus on reading fluency and comprehension.
- Fridays will be reserved for health and wellness activities, including counseling, mindfulness, and extracurricular activities (e.g., Black history classes, chess, gardening).
- Transportation will be provided from local schools to the program site to ensure access for all students.

b. Summer Programming (June–July 2025):

- The summer program will run five days a week, from 7:00 AM to 6:00 PM, offering a balance of academic instruction and extracurricular activities.
- Four days per week will include three hours of academic instruction in reading, math, and STEAM, including one-on-one tutoring for students requiring additional support.
- Extracurricular activities will include swimming, tennis, dance, mindful movement, chorus, STEM club, art, and field trips to venues such as Zoo Tampa and MOSI.
- Meals (breakfast, lunch, and snacks) will be provided daily.

Grant Purpose: Support expansion of the program to serve an additional 60-70 students as we close the achievement gap in literacy for students in grades K-8

Appendix B Budget

Category	Amount of Grant Funds
Capital & Startup	$35,960
Instructional Costs (Curriculum, Teachers, Classroom Supplies)	$112,740
Extracurricular Activities	$3,500
Transportation	$18,760
Data & IT	$9,165
Program Operations & Support (Ops staff, facilities, maintenance)	$41,633
Other	$7,032
Administrative Costs (11% of total operating costs)	$21,210
Total	$250,000

Appendix C Key Deliverables List

1. Increased Literacy Rates:

- Target: In each year following the initial twelve-month period of this Agreement, at least 60% of participating students who were at least one grade level below, as measured on their i-Ready pre-assessment score, will achieve at least a one-grade level improvement in literacy on their post-assessment score by the end of the after-school session.
- Measurement Tool: i-Ready diagnostic assessments.
- Frequency of Reporting: Reports showing progress of students compared to baseline submitted on June 30 of each year and on January 1 of each year following the initial twelve-month period.

2. Reduction in Achievement Gaps:

- Target: Close the reading achievement gap between students who participate in the program for a full twelve months and their grade-level peers in Pinellas County by at least 10% during the year of their participation.
- Measurement Tool: Comparison of i-Ready scores with countywide data.
- Frequency of Reporting: Annual report showing achievement gap closure for scholars participating for at least 12 months, submitted on or before September 15 each year.

3. Data Collection and Reporting:

- Target: Implement a data management system that tracks academic progress, attendance, and participation in instructional time.
- Measurement Tool: i-Ready (academic progress) and ProCare (attendance)
- Reporting: Monthly data submission to the City for review within the first ten (10) days of each month. After the initial twelve-month period, a year-end summary highlighting key outcomes submitted on or before December 31 of each year.

4. Avoidance of the Summer Slide:

- Target: Ensure that at least 60-70% of students attending the summer session avoid the "summer slide," by maintaining or improving their reading and math skills over the summer break.
- Measurement Tool: i-Ready summer assessment results.
- Reporting: End-of-summer report detailing student outcomes and summer slide data, submitted on or before September 15 of each year.

5. Professional Development and Staff Qualifications:

- Target: Certified teachers, teaching assistants, and part-time reading specialists will lead the academic portion of the program. The Agency will ensure that 1) all teachers are certified and teaching assistants meet all licensing requirements, and 2) academic staff participate in at least two professional development sessions related to related to literacy instruction, cultural competency, or social-emotional learning during the year.

- Measurement Tool: Certification and professional development logs.
- Reporting: Provide an initial report on staff certifications and professional development on or before January 15, 2025. Annual report on staff development and certifications, submitted on or before September 15 of each year.

6. Program Goals and Deliverables:

a. Enrollment and Retention:

- Goal: Enroll 60-70 additional students in the after-school and summer programs by September 30, 2025, ensuring consistent attendance and retention throughout the Term of the Agreement.
- Reporting: Provide post session reports on student enrollment, demographics, attendance, and retention rates, submitted by June 30 and September 15 of each year.

b. Holistic Student Support:

- Goal: Provide wraparound services to address the social-emotional needs of students, including mental health support, health and wellness activities, and access to community resources such as vision screening, and supplemental food when available ("Wraparound Services").
- Reporting: Track and provide monthly reports, within the first ten (10) days of each month, on the utilization Wraparound Services.

7. Timeline:

- January 2025: Provided that the first disbursement of Grant Funds is distributed on or before December 1, 2024, the Agency will launch the after-school program at the Gibbs High School site in January 2025.
- May 2025: Conclude the after-school session with a full academic report submitted on or before June 30.
- June 2025 – July 2025: Conduct the summer program, concluding with a report on literacy gains and summer learning loss prevention submitted on or before September 15.
- September 15, 2025: Final program report submitted, including recommendations for ongoing program improvements and scalability.

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept a grant from the Florida Department of Transportation (FDOT) in the maximum reimbursement amount of $88,000 to fund speed measurement devices and Police Department overtime costs incurred by enforcement activities for the Two Wheels, One Safety Vision Campaign; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $88,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Police Department, Traffic & Marine Division (140-1477), Two Wheels, One Safety Vision Project (20906); and providing an effective date.
Please scroll down to view the backup material.

CB-12

St. Petersburg City Council

Consent Agenda
Meeting November 7, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept a grant from the Florida Department of Transportation ("FDOT") in the maximum reimbursement amount of $88,000 to fund speed measurement devices and Police Department overtime costs incurred by enforcement activities for the Two Wheels, One Safety Vision Campaign; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $88,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Police Department, Traffic & Marine Division (140-1477), Two Wheels, One Safety Vision Project (20906); and providing an effective date.

EXPLANATION: This funding is to develop and implement effective community education and enforcement details to reduce speeding and aggressive driving. This campaign is a component of the FDOT Highway Traffic Safety Funds. The Highway Traffic Safety Subgrant ("Grant") has been awarded by FDOT to the City of St. Petersburg in the maximum reimbursement amount of $88,000 for the Two Wheels, One Safety Vision Campaign. The Grant requires no matching funds. 100% of the Grant funds will be allocated to the Police Department for safety enforcement overtime costs and speed measurement devices.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept a grant with the FDOT in the amount of $88,000 to fund Police Department overtime incurred by the Campaign; and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $21,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues to the Police Department, Traffic & Marine Division (140-1477), Two Wheels, One Safety Vision Project (20906); and providing an effective date.

COST/FUNDING INFORMATION: Revenues of up to $88,000 are to be received from the FDOT and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of $88,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Police Department, Traffic & Marine Division (140-1477), Two Wheels, One Safety Vision Project (20906).

Attachments: Resolution
Grant Agreement

Approval

Administration: Megan McGee Budget

Resolution No. 2024_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") IN THE MAXIMUM REIMBURSEMENT AMOUNT OF $88,000 TO FUND SPEED MEASUREMENT DEVICES AND POLICE DEPARTMENT OVERTIME COSTS INCURRED BY ENFORCEMENT ACTIVITIES FOR THE TWO WHEELS, ONE SAFETY VISION CAMPAIGN; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $88,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE GRANT REVENUES, TO THE POLICE DEPARTMENT TRAFFIC & MARINE DIVISION (140-1477), TWO WHEELS, ONE SAFETY VISION PROJECT (20906); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has awarded a grant to the City of St. Petersburg in the amount of $88,000 ("Grant") for the Two Wheels, One Safety Vision Campaign ("Campaign"); and

WHEREAS, law enforcement support will be used to reduce the number of motorcycle-related serious injuries/fatality crashes and enforcement and educational efforts; and

WHEREAS, the City and FDOT's contract manager for the Grant, will enter into a Subgrant Agreement ("Contract") to receive the Grant funds, subject to City Council approval of this resolution; and

WHEREAS, the Contract provides that the Police Department is required to submit performance and enforcement activity reports to FDOT; and

WHEREAS, 100% of the Grant funds will be allocated to the Police Department for enforcement overtime costs and speed measurement devices; and

WHEREAS, a supplemental appropriation in the amount of $88,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from the grant revenue is required.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant from the Florida Department of Transportation in the maximum reimbursement amount of $88,000 to fund speed measurement devices and Police Department overtime costs incurred by enforcement activities for the Two Wheels, One Safety Vision campaign.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, the following supplemental appropriation for FY25:

General Fund (0001)	
Police Department Traffic & Marine Division (140-1477),	
Two Wheels, One Safety Vision Project (20906)	$88,000

This resolution shall take effect immediately upon its adoption.

Approvals:

Legal: _____ Administration: Megan McGee

Budget: EMakofske

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** MC-2025-00434	**FDOT Contract Number:** G3466
Federal Funds Awarded: $88,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2025

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Two Wheels, One Safety Vision
2. Federal Funding: $88,000 Match: $0 Total Cost: $88,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of St. Petersburg	Agency Name:	St. Petersburg Police Department
Address:	P.O. Box 2842	Address:	1301 1st Ave N
City:	St. Petersburg	City:	St. Petersburg
State:	Florida	State:	Florida
Zip:	33731	Zip:	33705

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000424

6. Federal Unique Entity Identifier (UEI) Number: LARHMJNJAKS4

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Erika Langhans	Name:	Zulekha Foulen
Address:	P.O. Box 2842	Address:	1301 1st Ave N
City:	St. Petersburg	City:	St. Petersburg
State:	Florida	State:	Florida
Zip:	33731	Zip:	33705
Telephone:	(727) 892-5652	Telephone:	(727) 551-3255
E-mail:	Erika.Langhans@stpete.org	E-mail:	zulekha.foulen@stpete.org

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Pamela West	Name:	Zulekha Foulen
Title:	Fiscal Services Support, Division Manger	Title:	Special Projects Manager
Telephone:	(727) 893-7374	Telephone:	(727) 551-3255
E-Mail:	pamela.west@stpete.org	E-Mail:	zulekha.foulen@stpete.org

11. Payment Remittance Address:
    - Name: City of St. Petersburg
    - Address: P.O. Box 2842
    - City: St. Petersburg
    - State: Florida
    - Zip: 33731

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

St. Petersburg, located in Pinellas County, Florida is experiencing a notable increase in motorcycle-related incidents and fatalities, particularly in highly populated areas. Pinellas County, often described as a peninsula within a peninsula, is uniquely surrounded by water, beaches, and bridges making it a highly attractive destination. St. Petersburg/Clearwater situated in the heart of this scenic county draws an estimated 15 million visitors annually. The city's appeal lies in its beautiful waterfronts, cultural attractions, and urban centers. However, this popularity also brings significant traffic challenges, especially for motorcyclist safety. St. Petersburg has a population of 258,308 (2020 United States Census). and hosts three college campuses, Eckerd College, University of South Florida, and St. Petersburg College, and two professional sports teams, the Tampa Bay Rays and the Tampa Bay Rowdies.

The city, renowned for its vibrant communities and bustling streets, has witnessed a concerning trend in motorcycle incidents. The Florida Department of Transportation Crash Analysis Reporting System (CARS) underscores the critical need for motorcycle safety initiatives. Statistical data from 2018 to 2022 shows an annual average of 524 motorcycle crashes, with 27 resulting fatalities in Pinellas County. Key risk factors contributing to these fatal crashes include excessive speed, substance impairment, and failure to wear Department of Transportation (DOT)-compliant helmets. The months of May and June are particularly dangerous, with the highest occurrences of fatalities. St. Petersburg is a high-risk location, underscoring the urgent need for targeted safety interventions. The data offered by the Fiscal Year 2023 Highway Safety Matrix ranking of Florida Counties (population 200,001 and above) illustrates that motorcycle safety was a major contributor to traffic crashes and fatalities. Pinellas County ranked 6 out of 26 counties of a similar size in the state of Florida.

In addition to motorcycle incidents, one area identified in the plan relates to an emerging safety concern in St. Petersburg. St. Petersburg has scooters, creating additional risks of interaction frequently with helmet-less riders in mixed traffic, which contributed to multiple incidents and fatalities.

As St. Petersburg continues to grow, with more construction for new bridges, roadways, and buildings this year, the varying traffic conditions present distinct challenges that necessitate focused motorcycle safety education and enforcement. Implementing targeted safety measures and awareness campaigns is crucial to reduce the rising number of motorcycle-related incidents and fatalities.

2. Proposed Solution:

The St. Petersburg Police Department will engage in a proactive approach to reduce the number of motorcycle-related serious injuries/fatality crashes in the City of St. Petersburg. This approach includes motorcycle safety-focused enforcement and educational efforts to include social media communication and display message boards.

As listed in the National Highway Traffic Safety Administration's (NHTSA) Countermeasures That Work Guide 11th Edition Chapter 6 Motorcycle Safety and Chapter 4 Speeding and Speed Management.

Chapter 4 Speed Enforcement
Chapter 6 Section Alcohol-Impaired Motorcyclist Detection and Enforcement
Chapter 6 Communication and Outreach
Chapter 6-Motorcycle Rider Training

St. Petersburg police department will utilize a blend of countermeasures to increase motorcyclist safety and therefore, reduce the number of crashes and injuries involving motorcyclists.

The Project Director will utilize Traffic Unit personnel during times and on days with high motorcycle traffic, as

well as during high crash times to have maximum effect reducing crashes. The Traffic Unit consists of 3 Police Motors, 4 unmarked aggressive driving enforcement units, and 4 DUI officers. We will also utilize marked patrol vehicles and officers to assist in the enforcement and monitor motorcycle traffic and any unsafe behavior. Additionally, to enhance the department's precision in speed enforcement and safe traffic management, the department will use funding to purchase speed measurement devices. This critical equipment will assist officers with enforcement efforts and program implementation.

Officers will enforce traffic laws and stop any motorcycle or scooter operator who commit traffic violations for any infractions that can be deemed unsafe including, but not limited to passing within occupied lanes, riding in bicycle lanes, aggressive driving, stunting, excessive speed, driving under the influence (DUI), etc. Personal protective equipment violations and motorcycle equipment violations will also be enforced. All motorcyclists who are stopped will be checked for proper licensing and will be cited accordingly for any violations. Officers will educate all motorcyclists and scooter operators who are stopped on various motorcyclist safety issues. Officers will also contact motorcycle and scooter vendors in the area to ensure they give proper information to motorcycle/scooter purchasers and renters regarding licensing requirements.

Officers will also target other motor vehicle drivers committing violations deemed dangerous to motorcycle and scooter operators related to motorcyclist awareness and will educate those drivers appropriately.
Funds will be used to pay for officers' overtime salaries and purchase speed measurement devices for program implementation.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Conduct a minimum of 4 motorcyclist safety focused overtime enforcement operations each month.

c. Conduct and/or participate in a minimum of 2 educational/community outreach events to increase motorcyclist safety awareness during the project period and provide event details.

d. Provide motorcyclist safety information and education to the public each month utilizing multimedia outlets (social media, message boards, and printed materials, etc.).

e. Strive to decrease motorcycle crashes and fatalities by 5% city wide, when compared to the 10/01 to 06/30 time period from the previous year.

4. Evaluation:

a. Enforcement activity start date.

b. The number of motorcyclist safety focused enforcement operations conducted monthly.

c. Detail all educational/community outreach events conducted or participated in to increase motorcyclist safety awareness during the project period.

d. The number of instances that motorcyclist safety messaging information and education was provided to the public.

e. Crash data will be collected and analyzed at the end of the project period to determine the increase or decrease of motorcyclist crashes when compared the 10/01 to 06/30 time period from the previous year.

Part III: PROJECT DETAIL BUDGET

Project Title: Two Wheels, One Safety Vision

Project Number: MC-2025-00434

FDOT Contract Number: G3466

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime salary only	Overtime Salary for law enforcement officers	$68,000	$0	$68,000	No
	Subtotal:	**$68,000**	**$0**	**$68,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
Speed Measurement Devices	Purchase of speed measurement devices necessary for program implementation. Individual devices cannot have a cost of $5,000 or more. Items will comply with the Product Conforming List.	$20,000	$0	$20,000	No
	Subtotal:	**$20,000**	**$0**	**$20,000**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$88,000**	**$0**	**$88,000**	

Part IV: PERFORMANCE REPORT

Project Title: Two Wheels, One Safety Vision

Project Number: MC-2025-00434

FDOT Contract Number: G3466

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data and other data (high motorcycle traffic areas) to determine focus areas for targeted motorcycle enforcement.
4. Conduct motorcyclist safety focused enforcement operations.
5. Conduct motorcyclist safety outreach/educational activities.
6. Provide motorcyclist safety education/messaging through multiple media outlets.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

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

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

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

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

   The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

   Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

   To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

   (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. **Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

    (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

    (b) Affirmative steps must include:

    (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

    (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

    (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

    For purposes of this section:

    (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

    (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

    In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
    (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
    (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
    (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100);
    (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
    (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
    (l) Nondiscrimination Clause.

    During the performance of this subgrant, the Subrecipient agrees:

    (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
    (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
    (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA;
    (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
    (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **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 a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. **Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

    (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

    (b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

        i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

        ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

    (c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

    (d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

    (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

    (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. **Expense Purchases for $200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. **Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

    Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

    If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. **How this Agreement is Affected by Provisions Being Held Invalid.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. **Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

    (a) Failure to provide the required audits;

    (b) Failure to provide required performance and final narrative reports in the required time frame;

    (c) Failure to perform work described in Part II of this Agreement;

    (d) Failure to provide reimbursement requests and performance reports in the required time frame;

    (e) Providing fraudulent performance reports or reimbursement requests; or

    (f) Misuse of equipment purchased with Federal highway safety funds.

60. **Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. **Personnel Hired or Paid Under this Agreement.**

    (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

    (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21 of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16 of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34 of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28 of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22 of Part V)*

68. **Indirect Costs**. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.
69. **Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.
70. **Procedures for Reimbursement.**

    (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

    (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report. **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

    (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

    The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

    Listed below are types and examples of supporting documentation:

    i. **Personnel Services.**

        a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **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 Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. **Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. **Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcment.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am.aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** $88,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37522300004020FL0	05/16/2022

Project Title: Two Wheels, One Safety Vision

Project Number: MC-2025-00434

FDOT Contract Number: G3466

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

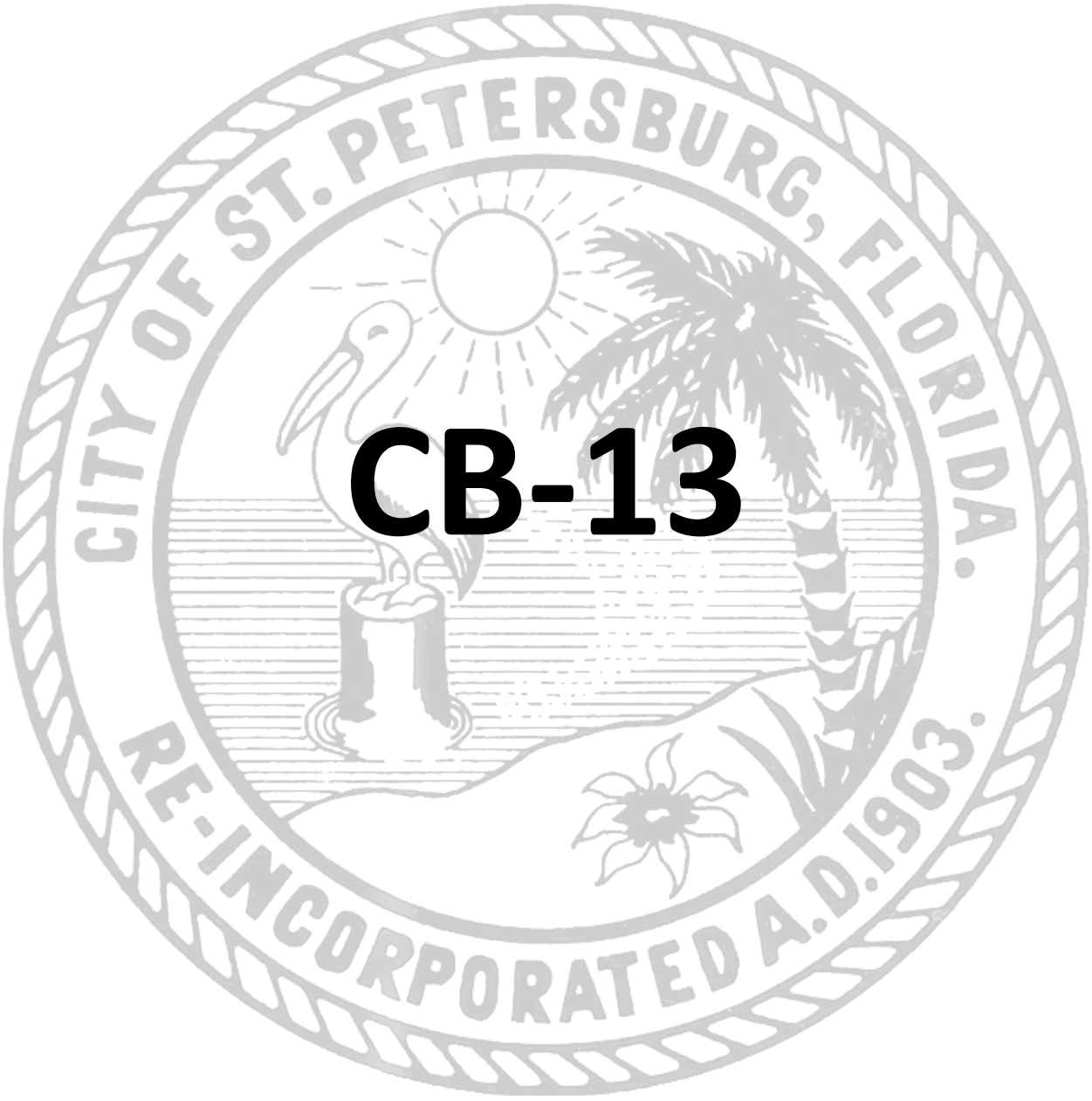
Name: MICHAEL KOVACSEV
Authorized Representative's Name Printed

Title: ACTING CHIEF OF POLICE
Authorized Representative's Title Printed

Date: 10/22/2024
Date Signed

NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.

The following page(s) contain the backup material for Agenda Item: A Resolution approving the plat of Shell Dash Townhomes, generally located at 1120 16th Street South; setting forth conditions; and providing an effective date. (City File No.: DRC 23-20000001)
Please scroll down to view the backup material.



CB-13

st.petersburg
www.stpete.org

ST. PETERSBURG CITY COUNCIL

Meeting of November 7, 2024

TO: The Honorable Council Chair Deborah Figgs-Sanders, and Members of City Council

SUBJECT: A Resolution approving the plat of Shell Dash Townhomes, generally located at 1120 16th Street South; setting forth conditions; and providing an effective date. (City File No.: DRC 23-20000001)

AGENDA CATEGORY: Consent

RECOMMENDATION: The Administration recommends **APPROVAL**.

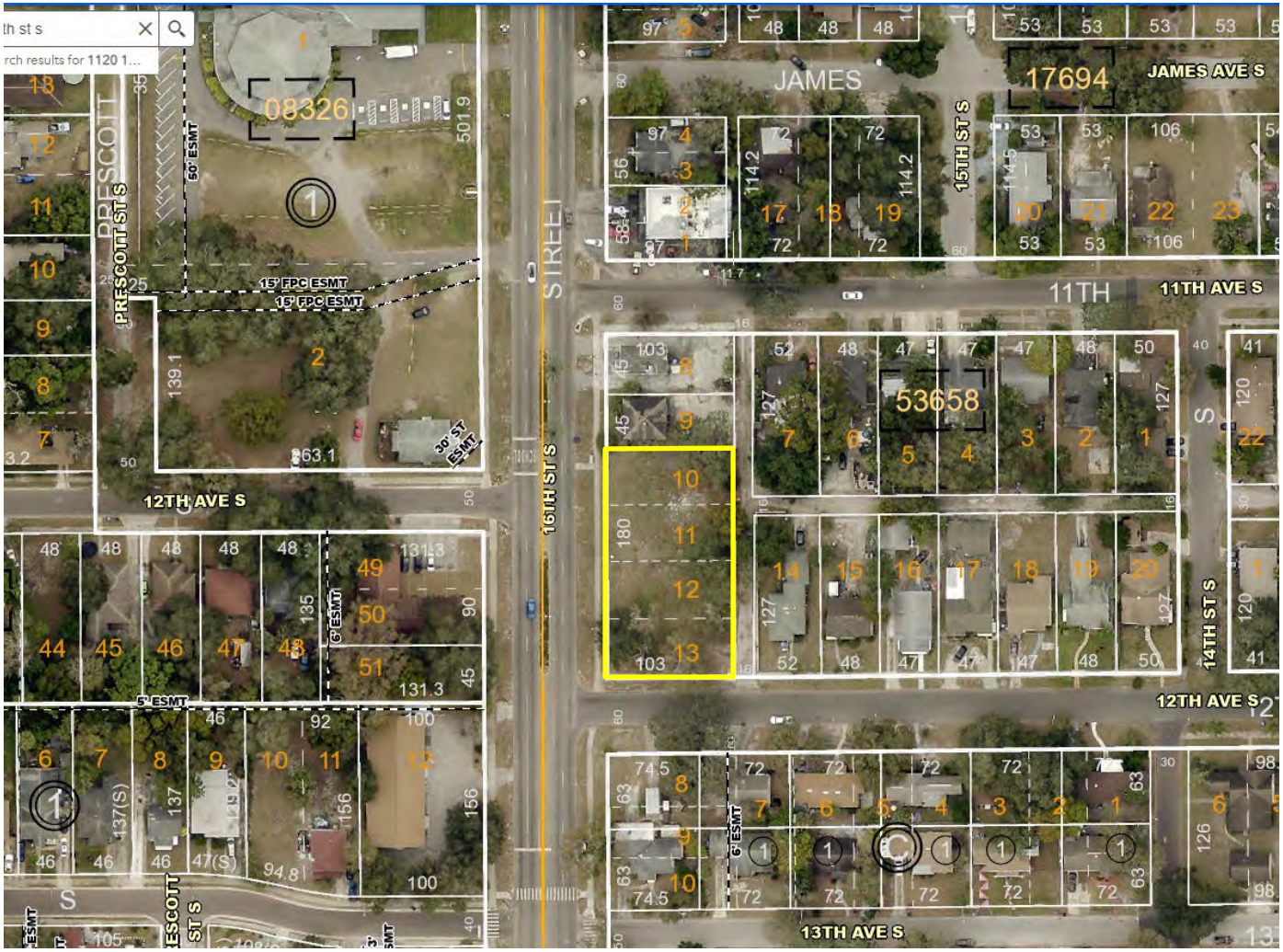
DISCUSSION:
The applicant is requesting approval of a plat to create ten (10) buildable multi-family residential lots and a Common Area. The zoning for the subject lot is Corridor Commercial Traditional - 1 (CCT-1).

The language in Condition 1 of the resolution notes that certain Engineering conditions must be met prior to a Certificate of Occupancy.

Attachments: Location Map, Resolution with Plat, Engineering Memorandum dated October 15, 2024

Administration: ERA

Budget: N/A



st.petersburg
www.stpete.org

Project Location Map

City of St. Petersburg, Florida
Planning and Development Services Department
Case No.: 23-20000001
Address: 1120 16th Street S

N

(nts)

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF SHELL DASH TOWNHOMES, GENERALLY LOCATED AT 1120 16TH STREET SOUTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File: DRC 23-20000001)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Shell Dash Townhomes, generally located at 1120 16th Street South, is hereby approved, subject to the following conditions.

1. The applicant shall comply with Engineering conditions in the memorandum dated October 15, 2024, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

/s/ Corey Malyszka *10/15/2024*
Corey Malyszka, AICP Date
Zoning Official (POD)
Development Review Services Division
Planning & Development Services Department

11/1/24
City Attorney (Designee) Date

SHELL DASH TOWNHOMES

A REPLAT OF LOTS 10 THROUGH 13, MCELGIN–BARTLETT SUB., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 117, LYING WITHIN SECTION 25, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION

LOTS 10 THROUGH 13, MCELGIN–BARTLETT SUB., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 117, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 14, MCELGIN–BARTLETT SUB., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 117, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT–OF–WAY OF 12TH AVENUE SOUTH (A 60 FOOT WIDE RIGHT–OF–WAY KNOWN AS NEBRASKA AVENUE ACCORDING TO THE AFOREMENTIONED PLAT) S89°39'16"W, 16.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT–OF–WAY S89°55'23"W, 103.00 FEET TO A POINT ALONG THE EAST RIGHT–OF–WAY OF 16TH STREET SOUTH (A 100 FOOT WIDE RIGHT–OF–WAY ACCORDING TO THE AFORESAID MCELGIN–BARTLETT SUB); THENCE N00°02'11"W ALONG SAID EAST RIGHT–OF–WAY, 180.00 FEET; THENCE N89°55'23"E ALONG THE SOUTH BOUNDARY OF LOT 9 OF THE AFORESAID SUBDIVISION, 103.00 FEET TO A POINT ALONG THE WEST BOUNDARY OF A 16 FOOT WIDE PLATTED ALLEY; THENCE S00°02'11"E ALONG SAID WEST BOUNDARY, 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,540 SQUARE FEET OR 0.4256 ACRES, MORE OR LESS.

DEDICATION

THE UNDERSIGNED HEREBY CERTIFIES THAT THE CITY OF ST. PETERSBURG IS THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND PLATTED AS SHELL DASH TOWNHOMES AND BESIDES ITS INTERESTS THEREIN, THERE ARE NO OUTSTANDING INTERESTS IN SAID TRACT OF LAND, AND FURTHER MAKES THE FOLLOWING CONVEYANCES, DEDICATIONS AND RESERVATIONS.

1.) TRACT A IS A COMMUNITY AREA TRACT USED FOR PRIVATE COMMON AREA, INGRESS, EGRESS, DRAINAGE AND UTILITY AS SHOWN HEREON, IS HEREBY CONVEYED IN FEE SIMPLE TO THE SHELL DASH HOMEOWNER'S ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PRIVATE COMMON AREA, INGRESS, EGRESS, DRAINAGE AND UTILITIES AND SHALL REMAIN PRIVATELY OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR THE BENEFIT OF THE LOTS AND TRACTS WITHIN THE SUBDIVISION.

A.) A NON–EXCLUSIVE ACCESS EASEMENT OVER TRACT A IS HEREBY GRANTED TO THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, AND ALL PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL AND PACKAGE DELIVERY, SOLID WASTE SANITATION AND SIMILAR GOVERNMENTAL AND QUASI–GOVERNMENTAL SERVICE PROVIDERS FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF OFFICIAL PUBLIC OR QUASI–PUBLIC DUTIES. SAID EASEMENT SHALL BE LIMITED TO ACCESS FOR THE AFOREMENTIONED PURPOSES AND SHALL NOT BE CONSTRUED AS CREATING A DEDICATED PUBLIC ROAD OR IMPOSING ANY MAINTENANCE OR OTHER RESPONSIBILITIES ON ANY OF THE AFOREMENTIONED PUBLIC OR QUASI–PUBLIC ENTITIES.

B.) A UTILITY EASEMENT OVER TRACT A IS HEREBY DEDICATED TO ANY PUBLIC OR PRIVATE UTILITY PROVIDER OR OTHER SIMILAR ENTITY PROVIDING UTILITY SERVICES TO THE LOTS AND TRACTS WITHIN THE SUBDIVISION, FOR THE CONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF UTILITIES AND RELATED EQUIPMENT SERVING THE LOTS AND TRACTS.

OWNER: HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC.

_____

MICHAEL SUTTON – CHIEF EXECUTIVE OFFICER

_____ _____

WITNESS SIGNATURE WITNESS SIGNATURE

_____ _____

NAME OF WITNESS NAME OF WITNESS

(PRINTED) (PRINTED)

ACKNOWLEDGMENT

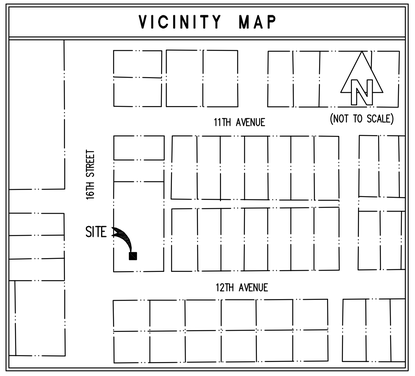
STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 20____ AND BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, BY MEANS OF __ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, PERSONALLY APPEARED MICHAEL SUTTON, AS CHIEF EXECUTIVE OFFICER OF HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC., TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE HEREON CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED, AS SUCH OFFICERS, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF PINELLAS, THE DAY AND YEAR AFORESAID.

_____
NOTARY SIGNATURE

_____ NOTARY STAMP OR SEAL
PRINTED NAME OF NOTARY



SURVEYOR'S NOTES

1.) THE BEARINGS ARE BASED ON THE EAST RIGHT OF WAY LINE OF 16TH STREET SOUTH, WHICH BEARS S00°02'11"E. THE BEARINGS ARE IN REFERENCE TO FLORIDA STATE PLANE COORDINATE GRID NORTH, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 READJUSTMENT), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY.

2.) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

3.) LOT CORNERS SET BY GEORGE A. SHIMP II & ASSOCIATES, INC. WILL BE SET 1/2" IRON ROD WITH CAP STAMPED "GSA LB 1834" (IN SOFT SURFACES) OR A SET NAIL AND DISK STAMPED "GSA LB 1834" (IN HARD SURFACES).

4.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA
COUNTY OF PINELLAS

I, KEN BURKE, CLERK OF CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF THE STATE OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ , PAGES _____ AND _____ , OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____ , 20_____ .

KEN BURKE, CLERK BY: _____
PINELLAS COUNTY, FLORIDA DEPUTY CLERK

CERTIFICATE OF APPROVAL BY THE CITY OF ST. PETERSBURG

STATE OF FLORIDA
COUNTY OF PINELLAS

APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLAS, FLORIDA, THIS _____ DAY OF _____, 202___; PROVIDED THAT THE PLAT IS RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, WITHIN SIX (6) MONTHS FROM THE DATE OF THIS APPROVAL.

_____
MAYOR

APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 202___.

_____ _____
COUNCIL CHAIR DATE

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR

STATE OF FLORIDA, COUNTY OF PINELLAS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 177, PART I OF THE FLORIDA STATUTES. THIS GEOMETRIC DATA HAS NOT BEEN VERIFIED.

_____ _____
TIMOTHY R. COLLINS, PSM DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: LS6882

SURVEYOR'S CERTIFICATE

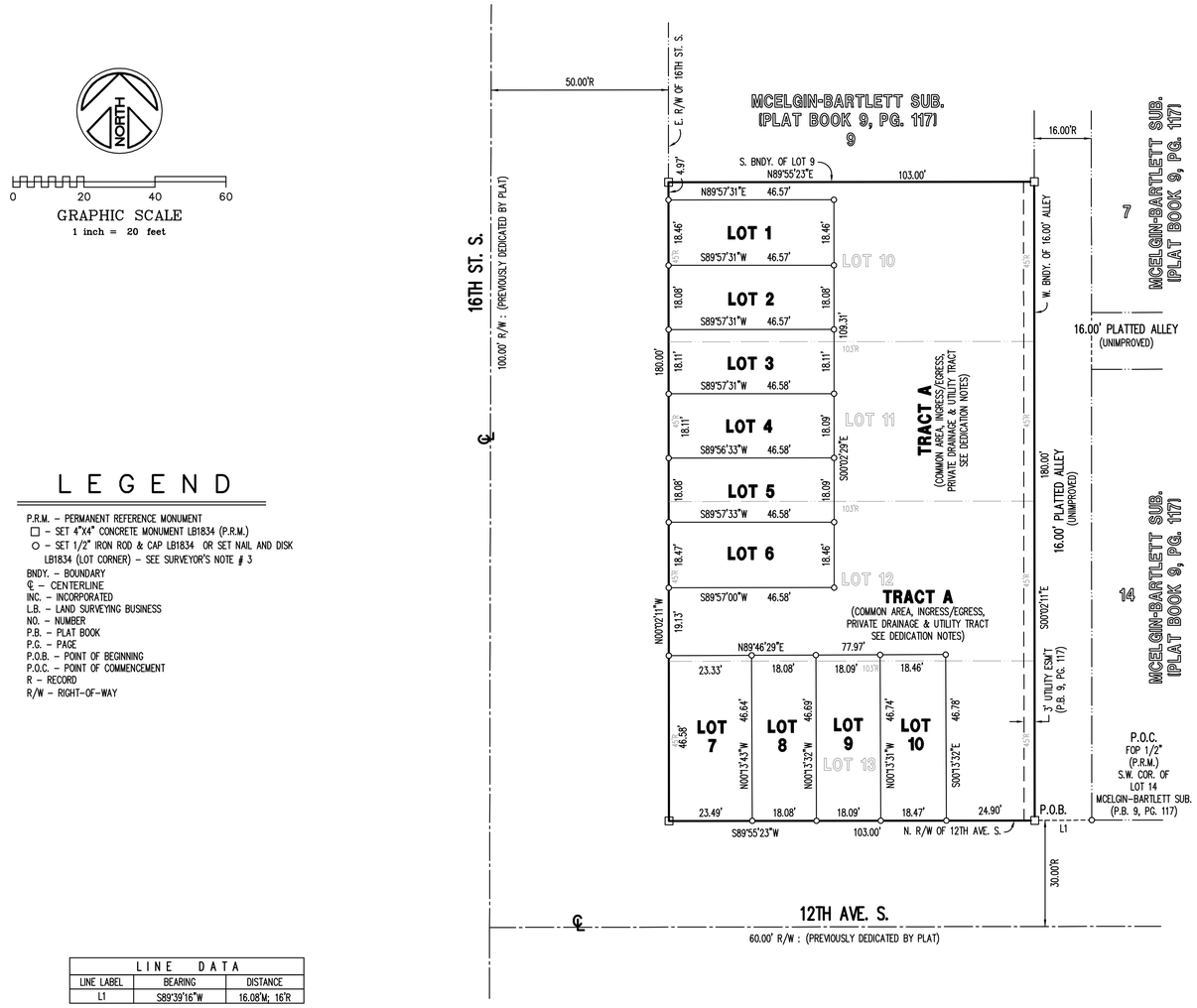
I, GEORGE A. SHIMP II, THE UNDERSIGNED REGISTERED LAND SURVEYOR AND MAPPER, HEREBY CERTIFY THAT ON _____ , 20_____ , THIS PROPERTY WAS SURVEYED UNDER MY SUPERVISION, THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, AND THAT PERMANENT REFERENCE MONUMENTS AND LOT CORNERS HAVE BEEN PLACED AS INDICATED HEREON IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA THERE–UNTO APPERTAINING. I ALSO HEREBY CERTIFY THAT THE MATERIALS AND COMPOSITION OF THIS PLAT CONFORMS TO THE REQUIREMENTS OF CHAPTER 177 PART 1, FLORIDA STATUTES.

_____ _____
GEORGE A. SHIMP II DATE
FLORIDA REGISTERED LAND SURVEYOR & MAPPER NO. 2512
GEORGE A. SHIMP II & ASSOCIATES, INC. LB NO. 1834
3301 DESOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE: 727–784–5496

GEORGE A SHIMP II and ASSOCIATES, INC.
LAND SURVEYING and PLANNING
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256
L.B. No. 1834

SHELL DASH TOWNHOMES

A REPLAT OF LOTS 10 THROUGH 13, MCELGIN–BARTLETT SUB., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 117, LYING WITHIN SECTION 25, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA



LEGEND

P.R.M. – PERMANENT REFERENCE MONUMENT
□ – SET 4"X4" CONCRETE MONUMENT LB1834 (P.R.M.)
○ – SET 1/2" IRON ROD & CAP LB1834 OR SET NAIL AND DISK LB1834 (LOT CORNER) – SEE SURVEYOR'S NOTE # 3
BNDY. – BOUNDARY
℄ – CENTERLINE
INC. – INCORPORATED
L.B. – LAND SURVEYING BUSINESS
NO. – NUMBER
P.B. – PLAT BOOK
P.G. – PAGE
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
R – RECORD
R/W – RIGHT-OF-WAY

LINE DATA		
LINE LABEL	BEARING	DISTANCE
L1	S89°39'16"W	16.08'M; 16'R

GEORGE A SHIMP II and ASSOCIATES, INC.
LAND SURVEYING and PLANNING
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256
L.B. No. 1834

MEMORANDUM

CITY OF ST. PETERSBURG, FLORIDA

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT

TO: Cheryl Bergailo, Planner II

FROM: Kyle Hurin, Plans Review Supervisor

DATE: October 15th, 2024

SUBJECT: Final Plat – Shell Dash Townhomes

FILE: 23-20000001 R3 Final Plat

LOCATION: 1120 16th Street S.

AND PIN: 25-31-16-53658-000-0100

ATLAS: G-7

REQUEST: Revised Plat, in Response to Comments.
Approval of the Shell Dash Townhomes Final Plat to create 10 buildable lots and a Common Area.

RELATED CASES: Building Permit(s): 22-03001003 (SITE)
22-03000913 (NSFA – there are ten of these on Naviline)
Right of Way Permit(s): 24-499-D-1139

The Engineering and Capital Improvements Department (ECID) has no objection to the proposed preliminary plat provided the following standard comments are added as conditions of approval of the final plat:

Disclaimer, standards subject to change. The comments provided are based on current design standards and are subject to change based on statutory requirements and updates.

Disclaimer, Permit coordination. For consistency of permits and work associated with the project, coordinate with ECID Right-of-way (ROW) staff for any impacts in the City Right of Way prior to issuance of building construction permit. Email ECID ROW staff at: ROW_permitting@stpete.org. A ROW work permit issued by ECID must be obtained prior to the commencement of any work within City controlled right-of-way or public easement. All work within right-of-way or public easement shall be installed at the applicant's expense and in

accordance with the standards, specifications, and policies adopted by the City.

THE FOLLOWING ITEMS ARE STANDARD CONDITIONS OF APPROVAL FOR SITE REDEVELOPMENT AND DO NOT PROHIBIT PRELIMINARY PLAT APPROVAL:

Please assure that the developer's design professional(s) coordinate with Duke Energy regarding any landscaping proposed under Duke's overhead transmission or distribution systems or necessary Duke pole relocations or installations prior to proceeding with further development of this site plan to assure that the design has provided adequate space for any Duke Energy equipment which may be required to be placed within the private property boundary to accommodate the building power needs. Early coordination is necessary to avoid additional expense and project delays which may occur if plans must be changed later in the building/site design stage as necessary to accommodate power systems on and off site. Please initiate contact via email to newconstruction@duke-energy.com .

*Needs for on-street decorative lighting or additional street lighting must be coordinated through Michael.Kirn@stpete.org, the City's liaison with Duke Energy. All lighting shall be installed at the developer's expense.

A work permit issued by the City Engineering & Capital Improvements Department must be obtained prior to the commencement of construction within City controlled right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

Engineering Standard Details are available at the City's Website at the following link: https://www.stpete.org/business/building_permitting/forms_applications.php

City infrastructure maps are available via email request to ECID@stpete.org. All City infrastructure adjacent to and within the site must be shown on the development project's construction plans.

Per City Code 16.40.130.4, all existing granite curbing throughout the City shall be repaired or replaced in-kind whether or not the curbing is located adjacent to brick streets. Use of concrete curbs along radii, curb cuts, and handicapped ramps to replace existing granite curbs is allowed. All brick, granite curbing and/or hexagon block pavers which exist within road or alley right of ways or within rights of way to be vacated shall remain the property of the City of St. Petersburg. Granite curb, brick and hexagon block removed shall be neatly stacked, palletized by the developer / contractor, and delivered to the City at the Contractor's cost. Contact the City Stormwater, Pavement, and Traffic Operations department at 727-893-7421 to coordinate delivery. With the submittal of site civil plans for construction permit review, include survey to show the locations of all existing granite curb, road brick, and hexagon block pavers and show preservation of those features on the proposed plan set.

Proposed connections to public infrastructure including potable water and reclaimed water

receive prior approval from the City's Water Resources department. Coordinate a review with the City's Water Resources Department Technical Services Division via email to WRDUtilityreview@stpete.org, or phone 727-892-5334 for additional information.

Water service is available to the site. The applicant's Engineer shall coordinate potable water and /or fire service requirements through the City's Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City's Water Resources department or a variance is granted by the City Water Resources department). Note that the City's Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Coordinate a review with the City's Water Resources Department Technical Services Division via email to WRDUtilityreview@stpete.org, or phone 727-892-5334 for additional information.

All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e., post indicator valves, fire department connections, etc.).

The applicant is required to provide an individual 6" sanitary sewer service lateral and individual clean out for each proposed lot. When two or more service laterals connect into a common pipe, the main must be no less than 8" PVC. New main construction will require a Wastewater Collection system permit from FDEP. The applicants EOR must provide design plan and profile for necessary sanitary sewer construction during the site plan permitting process for ECID review and approval. All construction shall meet current City ECID standards and specifications. An ECID right of way permit is required for all construction in the public right of way or within public utility easement and for connection to the public sanitary sewer or storm sewer. An FDEP Wastewater Collection System Permit is required for any main extension.

Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the wastewater Concurrency Form (ECID Form Permit 005), available upon request from the City Engineering department, phone 727-893-7238. If an increase in flow of over 3000 gpd is proposed, the ADF information will be forwarded for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed wastewater Concurrency Form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition,

by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the city for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

With the submittal of site civil plans for construction permit review, include a right of way signage plan to show existing and proposed signage and any other existing and/or necessary traffic control features. Also show & dimension existing and proposed on-street pavement markings such as parking lanes, crosswalks, bicycle lanes, travel lane striping, PSTA bus lane striping and pavement markings, and any specialty pavement surfaces or markings in the right of way or within the roadway (decorative crosswalks, colored concrete, hexblock or other pavers, colored asphalt, painted curb line bump outs, etc.) which may be present in the vicinity of the site. Upon redevelopment the developer shall assure that all striping and signage is replaced as necessary to meet all applicable current City, MUTCD, & FDOT regulations. On-street parking shall be provided to meet the dimensional requirements of City Code 16.40.090.3.4.

The scope of this project will trigger compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10-year 1-hour design storm.

Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. The BMPTrains model shall be used to verify compliance with Impaired Water Body and TMDL criteria. Prior to approval of a plan, the owner's engineer of record shall verify that existing public infrastructure has sufficient capacity or will have sufficient capacity prior to issuance of a certificate of occupancy, to convey the drainage flow after considering the current and proposed infrastructure demand.

Prior to approval of a plan, the owner's engineer of record shall verify that existing public infrastructure has sufficient capacity or will have sufficient capacity prior to issuance of a certificate of occupancy, to convey the drainage flow after considering the current and proposed infrastructure demand.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right of way or easement.

The site-specific Temporary Traffic Control (TTC) plan in compliance with FDOT "Uniform Traffic Control Devices for Streets and Highways" and "Roadways and Traffic Design Standards" for submittal to City ECID for approval prior to initiating construction. All Traffic Control Plans shall meet the requirements of the FDOT Standard Plans Index 102-600 – 102-655 and be prepared by

or certified by an individual that possesses a current Advanced MOT Course certification. The site specific TTC plan shall provide for pedestrian and vehicular safety during the construction process and shall minimize the use of the public right of way for construction purposes. Roadway travel lane closures are discouraged and will be approved at the discretion of the City's Engineering director pending receipt of adequate justification. Impacts to the Pinellas Trail and bicycle lanes are discouraged and will require approval of a detour plan by City Transportation and City ECID. The TTC plan shall be prepared in compliance with City Engineering's "Temporary Traffic Control Plan Requirements", available upon request from the City Engineering & Capital Improvements department. Proposed use of on-street public parking spaces for construction purposes must receive prior approval from the City's Transportation and Parking Management division. Refer to the City's "Parking Meter Removal & Space Rental Policy During Construction" procedure, available upon request from the City Transportation and Parking Management department.

Note that contractor introduction letters must be sent to all surrounding businesses, associations, and property owners prior to implementing any Temporary Traffic Control plan. As a minimum, the letter must give a description of the project, provide a list of all right of way impacts (parking impacts, travel lane impacts, sidewalk closures and temporary pedestrian paths, etc.), a schedule for each phase of the TTC implementation, and what to expect with regard to noise, delivery trucks, concrete trucks & pumps, as well as contact information for the on-site contractor's representative with 24 hour availability who is responsible for addressing any and all concerns of impacted citizens. The contractor must personally visit each operating business around the construction site and make direct contact with any active business association or neighborhood association and personally introduce themselves to the business owners and association presidents. The contractor must also meet with any association representatives and property owners periodically to address any concerns that may develop as the project proceeds. The contractor is required to provide a copy of the letter and summary of when and who was contacted prior to implementing any City approved TTC plan.

*Use of the public right of way for construction purposes shall include mill and overlay in full lane widths per City ECID standards and specifications.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Per land development code 16.40.050, habitable floor elevations for commercial projects must be set per FEMA and building code requirements as administered by the building official. Per land development code 16.40.140.4.6 the construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum. *It is noted that meeting required building floor elevations often necessitates elevating existing public sidewalks. Please note that transitions to adjacent public sidewalks shall be smooth, consistent, and ADA compliant with maximum cross slope of 2% and maximum longitudinal slope of 5%.

Ramps may only be used at driveways and intersections, not mid-block in the main sidewalk path.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

It is the developer's responsibility to file a CGP Notice of Intent (NOI) (DEP form 62- 21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Within the CCT zoning district, a 6-foot-wide public sidewalk is required along 16th Street South and a minimum 4-foot sidewalk is required.

Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed and existing driveways per current City and ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to be brought up to good and safe ADA compliant condition prior to Certificate of Occupancy.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for this project. Plans specifications are subject to approval by the Florida state board of Health.

KJH/akp

ec: WRD
Kayla Eger – Development Review Services