



**City of Pinellas Park**  
**City Council**  
**Agenda**

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Thursday, August 25, 2016

7:30 PM

City Council Chambers

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**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS**

**PROCLAMATION**

**SPECIAL PRESENTATIONS**

**SERVICE AWARD - City Employee**

**PUBLIC COMMENT AND CORRESPONDENCE**

CITIZENS COMMENTS ARE INVITED ON ITEMS OR CONCERNS NOT ALREADY SCHEDULED ON TONIGHT'S AGENDA. PLEASE LIMIT COMMENTS TO THREE MINUTES.

**AT THIS TIME STAFF MEMBERS AND CITIZENS WILL BE SWORN IN IF THERE ARE ITEMS THAT ARE QUASI-JUDICIAL**

**II. APPROVAL OF MINUTES**

Approval of Regular Council Minutes of August 11, 2016, as on file in the City Clerk's office.

### **III. PUBLIC HEARINGS**

P1 **ORDINANCE NO. 3990.** AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1520.3(A) PERMITTED USES, IN THE “B-1” GENERAL COMMERCIAL DISTRICT WHEN ASSIGNED THE COMMUNITY REDEVELOPMENT DISTRICT (CRD) FUTURE LAND USE CLASSIFICATION, BY PROVIDING FOR THE ESTABLISHMENT OF ART GALLERIES AND ART STUDIOS, AND BY AMENDING SECTION 18-1502.2, DEFINITIONS, PROVIDING OPERATIONAL DEFINITIONS FOR ART GALLERY AND ART STUDIO, AND BY AMENDING ARTICLE 15, ZONING, SECTION 18-1530.13, REGULATIONS FOR THE SALE, DISPENSING AND CONSUMPTION OF ALCOHOLIC BEVERAGES AND MORE SPECIFICALLY SECTION 18-1530.13 (D)EXCEPTIONS; BY ADDING PARK STATION, GENERALLY LOCATED AT 5851 PARK BOULEVARD, ART GALLERIES AND ART STUDIOS TO THE LIST OF EXEMPT FACILITIES AND LAND USES AND FURTHER PROVIDING THAT AN ART GALLERY OR ART STUDIO THAT WOULD OBTAIN A 2-COP ALCOHOLIC BEVERAGE LICENSE MAY ONLY SELL OR SERVE ALCOHOLIC BEVERAGES LIMITED TO BEER AND WINE INCIDENTAL AND ACCESSORY TO SAID USES; REQUIRING APPROVAL BY THE CITY MANAGER OR HIS DESIGNEE OF SUCH ACCESSORY AND INCIDENTAL USE; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (LDC 2016-04)

#### **FIRST READING AND FIRST PUBLIC HEARING**

**(Second and Final Public Hearing - September 8, 2016)**

**(Speaker - Dean Neal, Zoning Director)**

NOTE: The Land Development Code does not provide for art galleries or art studios and like businesses in the “B-1” General Commercial Zoning District. Currently existing studios are permitted as live/work units. As discussed at the Planning and Zoning Commission hearing of July 7, 2016, certain like businesses have expressed a desire to allow consumption of alcoholic beverages (beer and wine) in combination with art. This appears to be a common practice in this industry. According to the state of Florida alcoholic beverage statute, offering alcohol for any consideration is considered a sale which requires an alcoholic beverage license. The proposed ordinance would provide for this business practice and also provides an exemption to current code requirements for Park Station. At their meeting of August 4, 2016, the Planning and Zoning Commission recommended approval of the proposed amendment.

ACTION: (Pass - Deny) Ordinance No. 3990.

Department: Community Development

Reference Material: [LDC 2016-4 ordinance, atty letter, excerpts from P&Z 8.4.16 mtg. memo.pdf](#)

#### **IV. CONSENT AGENDA**

##### **C1 RE-APPOINTMENT TO PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)**

NOTE: Councilwoman Patricia Johnson's appointment to the Pinellas Suncoast Transit Authority, expires September 30, 2016. This re-appointment will be for a period of three years.

ACTION: (Approve - Deny) the re-appointment of Councilwoman Patricia Johnson to represent the City of Pinellas Park on the Pinellas Suncoast Transit Authority for a term from October 1, 2016 through September 30, 2019.

Department: City Clerk

Reference Material: [johnson.psta.term](#)

##### **C2 ORDINANCE NO. 3991. AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1518 "CN" NEIGHBORHOOD COMMERCIAL DISTRICT; BY AMENDING SUBSECTION 18-1518.5, "ADDITIONAL REGULATIONS", EXTENDING THE REQUIRED CLOSING TIME OF 10:00 P.M. TO 12:00 A.M. FOR BUSINESSES LOCATED IN THE "CN" NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (LDC 2016-05)**

#### **FIRST READING PRIOR TO PUBLIC HEARING**

**(Final Public Hearing - September 8, 2016)**

NOTE: The Land Development Code currently specifies that all businesses within the "CN" Neighborhood Commercial District must limit operating hours to 7:00 a.m. to 10:00 p.m. "in order to insure a peaceful and quiet neighborhood environment." There is no provision that allows a waiver to this limitation. Mr. Fady Hanna, the owner of Kwik Stop generally located at 9019 60th Street, delivered a letter with petition to the City Manager requesting relief from the strict terms of the current ordinance. According to Mr. Hanna, his similar stores located in Neighborhood Commercial Districts within Largo and Safety Harbor are permitted to operate until 12:00 a.m. The City Manager has directed staff to prepare the ordinance to allow businesses to operate from 7:00 a.m. to 12:00 a.m. At their meeting of August 4, 2016, the Planning and Zoning Commission recommended approval of the proposed amendment.

ACTION: (Pass - Deny) Ordinance No. 3991.

Department: Community Development

Reference Material: [LDC 2016-5 ordinance, atty letter, excerpts from P&Z 8.4.16 mtg. memo \(2\).pdf](#)

**C3 APPROVAL OF CHANGE ORDER NO. 1 AND FINAL PAYMENT FOR CONTRACT 16/014 STORMWATER CULVERT PIPES - CLEANING, INSPECTION AND REHABILITATION - Layne Inliner, LLC**

NOTE: Approval of Change Order #1 and Final Payment for Contract 16/014 to Layne Inliner, LLC for Stormwater Culvert Pipes - Cleaning, Inspection and Rehabilitation. Change Order #1 represents unforeseen pipe sizing during the rehabilitation portion of the project in the amount of \$16,481.50 for a total adjusted contract and final payment of \$50,000.00 to be charged to account number 301-382-5-761-65.

ACTION: (Approve - Deny) Authorization for approval of Change Order #1 and Final Payment for Contract 16/014 - Stormwater Culvert Pipes Cleaning, Inspection and Rehabilitation, Layne Inliner, LLC, an increase of \$16,481.50 for an adjusted contract and final payment of \$50,000.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: [Layne Inliner Invoice](#)

**C4 REAPPOINTMENT TO THE PLANNING AND ZONING COMMISSION - Mr. Dennis Shelley**

NOTE: The term for Mr. Dennis Shelley expired on July 31, 2016. Mr. Shelley has served since June 12, 2003. He has expressed an interest in continuing to serve on the Planning and Zoning Commission via e-mail for another three year term.

ACTION: (Approve - Deny) The reappointment of Mr. Dennis Shelley to serve as a member of the Planning and Zoning Commission with a term to expire July 31, 2019.

Department: Community Development

Reference Material: [ltr of interest, attendance record.pdf](#)

**C5     REAPPOINTMENT TO THE PLANNING AND ZONING COMMISSION - Mr. Louis Bommattei**

NOTE: The term for Mr. Louis Bommattei expired on July 31, 2016. Mr. Bommattei has served since August 27, 2009. He has expressed in writing his interest in continuing to serve on the Planning and Zoning Commission for another three year term.

ACTION: (Approve - Deny) The reappointment of Mr. Louis Bommattei to serve as a member of the Planning and Zoning Commission with a term to expire July 31, 2019.

Department: Community Development

Reference Material: [letter of interest, attendance record.pdf](#)

**C6     REAPPOINTMENT TO THE PLANNING AND ZONING COMMISSION - Mr. William DeLong**

NOTE: The term for Mr. William DeLong expired on July 31, 2016. Mr. DeLong has served since his original appointment in April of 1991 as an alternate and was appointed as a regular member on April 27, 1995. He has expressed his interest in writing to continue his service on the Planning and Zoning Commission.

ACTION: (Approve - Deny) The reappointment of Mr. William DeLong to serve as a member of the Planning and Zoning Commission with a term to expire July 31, 2019.

Department: Community Development

Reference Material: [letter of int, attendance record.pdf](#)

**C7     AUTHORIZATION FOR THE MAYOR TO SIGN AN AGREEMENT WITH PINELLAS COUNTY - Fire Department**

NOTE: This authorizes the Mayor and City Manager to sign an Interlocal Agreement to provide Technical Rescue services to Pinellas County. This agreement was previously approved by City Council on 7/14/16. However, minor changes have been made to the wording of the agreement which prompted the City Attorney to require that the agreement be returned to Council.

ACTION: (Approve - Deny) Authorization for the Mayor and City Manager to sign the Interlocal Agreement to provide Technical Rescue services.

Department: Fire

Reference Material: [trtagreement](#)

- C8 **ORDINANCE NO. 3992.** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY PINELLAS PARK, FLORIDA, AMENDING CHAPTER 9 “TRAFFIC”; SECTION 9-104(f)(1)(e) OF THE CODE OF THE CITY OF PINELLAS PARK PERTAINING TO IMPOUNDMENT AND TOWING OF VEHICLES, AMENDING THE ALLOWABLE RATES TO BE CHARGED FOR ADMINISTRATIVE FEES; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING AN EFFECTIVE DATE.

**FIRST READING PRIOR TO PUBLIC HEARING**  
**(Final Public Hearing - September 8, 2016)**

NOTE: Proposed rate changes by the Pinellas Park Rotation Wrecker Companies as discussed.

ACTION: (Pass - Deny) Ordinance No 3992.

**Department:** Police

**Reference Material:** [attorney letter, ordinance](#)

- C9 **AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER RESTORATION ASSISTANCE FOR IMPROVEMENTS TO THE 98 AVENUE POND (DEP Agreement NO. LP52051)**

NOTE: The City has been awarded \$100,000 to perform a scope of work that will restore the 98th Avenue Pond to its original specifications. The proposed stormwater improvements consist of excavating and reshaping the pond to meet its original site plan compliances.

The City has committed (not required) a match not to exceed 50% of the total project cost to support design, permitting, and plans.

ACTION: (Approve - Deny) Authorization for the City Manager to sign agreement NO. LP52051 with the Florida Department of Environmental Protection for improvements to the 98th Avenue Pond.

**Department:** Public Works

**Reference Material:** DEP Agreement Attorney Letter

**C10 AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER RESTORATION ASSISTANCE FOR IMPROVEMENTS TO THE TECH SERVICES POND (DEP Agreement NO. LP52052)**

NOTE: The City has been awarded \$100,000 to perform a scope of work that will restore the Technical Services Pond, located behind 6051 - 78th Avenue, to its original specifications. The proposed stormwater improvements consist of excavating and reshaping the pond to meet its original site plan compliances. The existing under drain filtration system will also be excavated, removed, and replaced.

The City has committed (not required) a match not to exceed 50% of the total project cost to support design, permitting, and plans.

ACTION: (Approve - Deny) Authorization for the City Manager to sign agreement NO. LP52052 with the Florida Department of Environmental Protection for improvements to the Technical Services Pond.

Department: Public Works

Reference Material: DEP Agreement LP52052 Attorney Letter

**V. REGULAR AGENDA**

**VI. COMMENTS BY COUNCIL MEMBERS AND QUESTIONS – COUNCIL TO COUNCIL**

**VII. ADJOURNMENT**

PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City maintains a digital recording of all public hearings. In the event that you wish to appeal a decision, the digital recording may or may not adequately insure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section 286.0105, Florida Statutes).

FOR THE HEARING IMPAIRED — An interpreter for the hearing impaired will be made available upon requests made at least 72 hours in advance.

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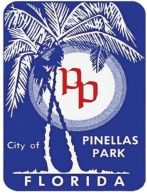


# SEPTEMBER

SUNDAY								MONDAY								TUESDAY								WEDNESDAY								THURSDAY								FRIDAY								SATURDAY							
AUGUST								OCTOBER																1								2								3															
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28	29	30	31				23	24	25	26	27	28	29																																										
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4								5								6								7								8								9								10							
								Brush Site Closed																								7:00 PM Agenda Session																							
								Labor Day City Offices & Library Closed																																															
11								12								13								14								15								16								17							
National Grandparents Day																								Pancake Breakfast Senior Center																Penumbral Eclipse of the Moon															
18								19								20								21								22								23								24							
																Organ Concert City Auditorium																Autumn Begins								German American Society Oktoberfest								German American Society Oktoberfest							
																7:00 PM CRA 7:30 PM Council Workshop																7:00 PM Agenda Session 7:30 PM Council Meeting																							
25								26								27								28								29								30															

# OCTOBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2  Islamic New Year Orchestra Concert Performing Arts Center	3  Rosh Hashanah Begins	4  Rosh Hashanah Ends	5	6	7  German American Society Oktoberfest	8  German American Society Oktoberfest
9	10  Columbus Day (obsvd)	11  7:30 PM Council Workshop	12  Yom Kippur Pancake Breakfast Senior Center Sacred Heart Fall Festival	13  Sacred Heart Fall Festival 7:00 PM Agenda Session 7:30 PM Council Meeting	14  German American Society Oktoberfest Sacred Heart Fall Festival	15  German American Society Oktoberfest Sacred Heart Fall Festival
16  Sacred Heart Fall Festival	17  Sukkot Begins	18  Organ Concert City Auditorium	19	20	21	22
23  Sukkot Ends	24	25  7:30 PM Council Workshop	26	27  7:00 PM Agenda Session 7:30 PM Council Meeting	28	29
30	31  Halloween "Treats You Can Trust" Treat Trail England Brothers Park				<div>SEPTEMBER</div> <div>S M T W T F S</div> <div>1 2 3</div> <div>4 5 6 7 8 9 10</div> <div>11 12 13 14 15 16 17</div> <div>18 19 20 21 22 23 24</div> <div>25 26 27 28 29 30</div>	<div>NOVEMBER</div> <div>S M T W T F S</div> <div>1 2 3 4 5</div> <div>6 7 8 9 10 11 12</div> <div>13 14 15 16 17 18 19</div> <div>20 21 22 23 24 25 26</div> <div>27 28 29 30</div>



# City of Pinellas Park

## Staff Report

**File #: 16-171, Version: 1**

**Agenda Date: 8/25/2016**

**ORDINANCE NO. 3990. AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1520.3(A) PERMITTED USES, IN THE “B-1” GENERAL COMMERCIAL DISTRICT WHEN ASSIGNED THE COMMUNITY REDEVELOPMENT DISTRICT (CRD) FUTURE LAND USE CLASSIFICATION, BY PROVIDING FOR THE ESTABLISHMENT OF ART GALLERIES AND ART STUDIOS, AND BY AMENDING SECTION 18-1502.2, DEFINITIONS, PROVIDING OPERATIONAL DEFINITIONS FOR ART GALLERY AND ART STUDIO, AND BY AMENDING ARTICLE 15, ZONING, SECTION 18-1530.13, REGULATIONS FOR THE SALE, DISPENSING AND CONSUMPTION OF ALCOHOLIC BEVERAGES AND MORE SPECIFICALLY SECTION 18-1530.13 (D)EXCEPTIONS; BY ADDING PARK STATION, GENERALLY LOCATED AT 5851 PARK BOULEVARD, ART GALLERIES AND ART STUDIOS TO THE LIST OF EXEMPT FACILITIES AND LAND USES AND FURTHER PROVIDING THAT AN ART GALLERY OR ART STUDIO THAT WOULD OBTAIN A 2-COP ALCOHOLIC BEVERAGE LICENSE MAY ONLY SELL OR SERVE ALCOHOLIC BEVERAGES LIMITED TO BEER AND WINE INCIDENTAL AND ACCESSORY TO SAID USES; REQUIRING APPROVAL BY THE CITY MANAGER OR HIS DESIGNEE OF SUCH ACCESSORY AND INCIDENTAL USE; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (LDC 2016-04)**

**FIRST READING AND FIRST PUBLIC HEARING  
(Second and Final Public Hearing - September 8, 2016)**

**(Speaker - Dean Neal, Zoning Director)**

NOTE: The Land Development Code does not provide for art galleries or art studios and like businesses in the “B-1” General Commercial Zoning District. Currently existing studios are permitted as live/work units. As discussed at the Planning and Zoning Commission hearing of July 7, 2016, certain like businesses have expressed a desire to allow consumption of alcoholic beverages (beer and wine) in combination with art. This appears to be a common practice in this industry. According to the state of Florida alcoholic beverage statute, offering alcohol for any consideration is considered a sale which requires an alcoholic beverage license. The proposed ordinance would provide for this business practice and also provides an exemption to current code requirements for Park Station. At their meeting of August 4, 2016, the Planning and Zoning Commission recommended approval of the proposed amendment.

**ACTION: (Pass - Deny) Ordinance No. 3990.**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1520.3 (A) PERMITTED USES, IN THE "B-1" GENERAL COMMERCIAL DISTRICT WHEN ASSIGNED THE COMMUNITY REDEVELOPMENT DISTRICT (CRD) FUTURE LAND USE CLASSIFICATION, BY PROVIDING FOR THE ESTABLISHMENT OF ART GALLERIES AND ART STUDIOS, AND BY AMENDING SECTION 18-1502.2, DEFINITIONS, PROVIDING OPERATIONAL DEFINITIONS FOR ART GALLERY AND ART STUDIO, AND BY AMENDING ARTICLE 15, ZONING, SECTION 18-1530.13, REGULATIONS FOR THE SALE, DISPENSING AND CONSUMPTION OF ALCOHOLIC BEVERAGES AND MORE SPECIFICALLY SECTION 18-1530.13 (D) EXCEPTIONS; BY ADDING PARK STATION, GENERALLY LOCATED AT 5851 PARK BOULEVARD, ART GALLERIES AND ART STUDIOS TO THE LIST OF EXEMPT FACILITIES AND LAND USES AND FURTHER PROVIDING THAT AN ART GALLERY OR ART STUDIO THAT WOULD OBTAIN A 2-COP ALCOHOLIC BEVERAGE LICENSE MAY ONLY SELL OR SERVE ALCOHOLIC BEVERAGES LIMITED TO BEER AND WINE INCIDENTAL AND ACCESSORY TO SAID USES; REQUIRING APPROVAL BY THE CITY MANAGER OR HIS DESIGNEE OF SUCH ACCESSORY AND INCIDENTAL USE; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (LDC 2016-04)

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WHEREAS, THE CITY COUNCIL WISHES TO PROVIDE FOR THE ESTABLISHMENT OF ART GALLERIES AND ART STUDIOS AS PERMITTED USES IN THE "B-1" GENERAL COMMERCIAL DISTRICT WHEN LOCATED WITHIN THE COMMUNITY REDEVELOPMENT DISTRICT (CRD); AND

WHEREAS, THE "B-1" GENERAL COMMERCIAL DISTRICT, WHEN ASSIGNED THE (CRD) COMMUNITY REDEVELOPMENT DISTRICT FUTURE LAND USE CLASSIFICATION, IS REGULATED DIFFERENTLY THAN THE "B-1" GENERAL COMMERCIAL DISTRICT WHEN ASSIGNED THE (CG) COMMERCIAL GENERAL FUTURE LAND USE CLASSIFICATION, THEREBY MAKING IT A UNIQUE DISTRICT FOR REGULATORY PURPOSES; AND

WHEREAS, THE CITY COUNCIL HAS DETERMINED THAT THE LIMITED OFFERINGS OF LIBATIONS IN CONJUNCTION WITH ART GALLERY OR ART STUDIO MARKETING EVENTS OR SHOWS IS A COMMON ART BUSINESS PRACTICE; AND

WHEREAS, PARK STATION MAY BE USED FOR ART EXHIBITS OR OTHER PUBLIC EVENTS; AND

WHEREAS, IT IS NOT THE INTENTION OF CITY COUNCIL THAT THESE VENUES ALSO WOULD ATTAIN THE RIGHT TO OPERATE AS TAVERNS AS DEFINED IN ARTICLE 15, ZONING, THROUGH THE ISSUANCE OF A STATE OF FLORIDA ALCOHOLIC BEVERAGE PERMIT.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AS FOLLOWS:

SECTION ONE: That Section 18-1502.2 Definitions, is hereby amended by adding definitions for the following terms:

Art Gallery - An establishment specializing in and which its primary purpose is the display of art works for public viewing or sale. Accessory and incidental to the principal use of display or sale may be art studios, classrooms for art instruction or education, art restoration or storage, sale of art books, films, and supplies or other activities commonly associated with art galleries.

Art Studio - A room or rooms within a structure dedicated to the production of creative arts for exhibition or sale to the general public. Art studios may include art gallery, art restoration, or retail sale of artist supplies and paraphernalia. Art studios may be permitted in combination with live/work units.

The publisher of this Code is instructed to insert the above terms in their respective alphabetical order.

SECTION TWO: That Section 18-1520, "B-1" General Commercial District, of the Land Development Code of the City of Pinellas Park, Florida, is hereby amended by amending Section 18-1520.3 (A) Permitted Uses, so that said section shall be and read as follows:

(A) PERMITTED USES.

1. Accessory Uses, subject to Section 18-1530, "Accessory Use and Supplementary District Regulations," including home occupations.
2. Any other similar type service or commercial establishment similar to a use not specifically permitted herein.
3. Art Gallery, (CRD only).
4. Art Studio, (CRD only).
- ~~3~~5. Auction rooms, (CG and CRD only).
- ~~4~~6. Automobile Service Station, (CG and CRD only).
- ~~5~~7. Automotive Repair Facility (minor), (CG and CRD only).
- ~~6~~8. Boat Showrooms, excluding outdoor sales or storage, (CG and CRD only).
- ~~7~~9. Building Material and Home Improvement Establishments, where all storage of materials is within an enclosed building, (CG and CRD only).
- ~~8~~10. Car Washes, (CG and CRD only).
- ~~9~~11. Catering Establishments, (CG, CRD and R/O/R only).
- ~~10~~2. Child Care Center, Type I, in RM, R/OG, R/O/R, or CRD.
- ~~11~~3. Clothing and Costume Rental Establishments, (CG and CRD only).
- ~~12~~4. Clubs and Lodges, (CG and CRD only).

- 135.Community Residential Home (six (6) or fewer residents), in R/OG, R/O/R, or CRD, subject to Section 18-1530.19, "Community Residential Homes."
- 146.Contractor's Offices and Shops, where no fabricating is done on the premises and where all storage of all materials and equipment is within an enclosed building, (CG and CRD only).
- 157.Convenience Stores, (CG and CRD only).
- 168.Delicatessens (alcoholic beverage sales limited to beer and wine for off-premise consumption only), (R/O/R, CG and CRD only).
- 179.Dwellings, Single-family Detached, in R/OG, R/O/R, or CRD.
- ~~18~~20.Dwellings, Multi-family, at a maximum density of fifteen (15.0) units per acre in CG, CRD, R/OG or RM.
- ~~19~~21.Dwellings, Multi-family, at a maximum density of 18 units per acre in R/O/R.
- 202.Dwellings, Multi-family, at a maximum density of twenty-four (24.0) units per acre in CG and CRD, (subject to regulations in Section 18-1520.2).
- 213.Electrical Power Distribution substations, (Subject to Section 18-1530.24).
- 224.Financial Institutions, (CG and CRD only).
- 235.Furrier Shops, including the storage and conditioning of furs, (CG and CRD only).
- 246.Health Spas, (R/O/R, CRD, CG and RFH only).
- 257.Home Health Care Service Agencies, (R/OG, R/O/R, CRD and CG only).
- 268.Hotels and Motels, not to exceed thirty (30) units per net acre in R/O/R, forty (40) units per net acre in CG or CRD and fifty (50) units per net acre in RFH, (also see Section 18-1503.17 for alternative densities).
- 279.Laboratories, Medical and Dental, (R/O/R, CRD and CG only).

- ~~2830~~2830.Light Machinery Sales, Rental, and Service, when conducted wholly within an enclosed building, (CG and CRD only).
- ~~2931~~2931.Light Printing Establishments, (CG and CRD only).
- ~~302~~302.Live/Work Units, (in CRD only).
- ~~313~~313.Mortuaries and Funeral Homes (excluding crematories), CG and CRD only).
- ~~324~~324.Office Supply Stores, (CG and CRD only).
- ~~335~~335.Offices, (R/OG, R/O/R, CG and CRD only).
- ~~346~~346.Off-street parking lots and parking garages, (May not exceed three (3) acres in R/O/R or R/OG).
- ~~357~~357.Personal Services, (such as barber shops, beauty shops, dry cleaners, etc.), (R/O/R, RFH, CG and CRD only).
- ~~368~~368.Photograph Developing and Processing Shops, (CG and CRD only).
- ~~379~~379.Place of Worship.
- ~~3840~~3840.Printing or Publishing Establishments, including bookbinding, (CG and CRD only).
- ~~3941~~3941.Public Educational Facilities, when assigned R/OG, R/O/R or CRD land use.
- ~~402~~402.Radio and Television Broadcasting Stations, (CG and CRD only).
- ~~413~~413.Recreation and Games Establishments, Indoor, (R/O/R, CG and CRD only).
- ~~424~~424.Repair Services, (CG and CRD only).
- ~~435~~435.Research and Development, (R/OG, R/O/R, CG and CRD only).
- ~~446~~446.Restaurants, except drive-thru (see (B) Conditional Uses for drive-thru), (R/O/R, CG and CRD only). Sit down restaurants as accessory use only in RFH.



457. Retail Sales, (not permitted in R/OG or RM), (accessory in RFH).

468. Schools of Non-Academic Curriculum, (R/OG, R/O/R, CG and CRD only).

479. Schools, Trade (limited to business, medical and personal services), (R/OG, R/O/R, CG and CRD only).

4850. Security Guard/Caretaker Dwelling unit as an accessory use, (single-family attached only).

4951. Theaters, (CG and CRD only).

502. Wholesale Merchandise broker, offices, or showrooms; with wholesale storage space limited to six thousand (6,000) square feet of gross floor area per establishment and no outdoor storage, (CG and CRD only).

SECTION THREE: That Section 18-1530.13, Regulations for the Sale, Dispensing and Consumption of Alcoholic Beverages, of the Land Development Code of the City of Pinellas Park, Florida, is hereby amended by amending Section 18-1530.13 (D), so that said section shall be and read as follows:

(D) EXCEPTIONS. The following establishments dealing in alcoholic beverages shall be exempt from the provisions of this Section:

1. An establishment which sells alcoholic beverages limited to beer, wine and/or malt beverages only for consumption off the premises, and which does not otherwise sell or dispense alcoholic beverages, or allow on-premise consumption of alcoholic beverages.
2. Hotels, motels and restaurants which hold a current and valid special license under Florida Statutes shall be entitled to engage in the sale, dispensing or consumption of alcoholic beverages, but only to the extent permitted by said special license.

3. This Section shall not apply to drugstores, restaurants, hotels, motels, supermarkets, grocery stores, convenience stores, automobile service stations, theaters, bowling alleys, Mainlands Golf Course (regardless of underlying zoning district), the Pinellas Park Performing Arts Center, and the City Auditorium and Park Station(regardless of underlying zoning district) and like establishments which derive less than fifty (50) percent of their gross revenue from the sale of alcoholic beverages. Package stores shall be considered as "retail sales establishments".
4. A subordinate lodge or club of a national fraternal or benevolent association; or 2) a nonprofit club devoted to promoting community, municipal, or County development, or any phase of community, municipal, or County development; or 3) a club assisting, promoting, and developing subordinate lodges or clubs of national fraternal or benevolent associations; or 4) a club promoting, developing, and maintaining cultural relations of people of the same nationality is exempt from this section under the following conditions:
  - (a) The exemption is only applicable within the downtown area. For the purposes of this ordinance "the downtown area" shall be the same as the community redevelopment area or that area designated on the City's Future Land Use Map as CRD.
  - (b) The club or lodge shall submit a fully completed application form to the Zoning Division. The club or lodge shall also provide such additional information as may be required by the Zoning Division. The Zoning Division will schedule the application for consideration by the Community Redevelopment Agency (CRA). The CRA will render its decision in writing to the applicant.
  - (c) The CRA may place such other lawful conditions and restrictions upon a written authorization as it deems appropriate to maintain compatibility with the neighborhood.
  - (d) The CRA shall consider the following factors with their decision:

- (1) Conditions of the club or lodge site, including amount of available off-street parking, size and location of improvements, and buffering from abutting properties.
  - (2) Development and characteristics of surrounding properties and location relative to protected facilities.
  - (3) Hours of operation of the club or lodge.
  - (4) Seating capacity and anticipated number of patrons.
  - (5) All other relevant factors.
5. The CRA is empowered to revoke a conditional authorization for an exempt Club or Lodge if the following conditions are substantiated by the CRA at a public hearing:
  - (a) The Club or Lodge is creating a sanitation or litter nuisance.
  - (b) The Club or Lodge or its patrons create(s) conditions that interfere with the conduct of other nearby businesses such as, but not limited to, loitering or excessive noise.
  - (c) The Club or Lodge becomes the subject of citizen complaints.
  - (d) The Club or Lodge becomes the subject of peace disturbances as demonstrated by police reporting.
  - (e) The Club or Lodge exceeds parking capacity to the detriment of other businesses in the neighborhood or loading capacities based upon the Florida Building Code and/or the Florida Fire Prevention Code as they may be amended from time to time.
  - (f) Any nuisance or undesirable condition that negatively impacts the health, welfare or safety of either patrons or the neighborhood.

6. An Art Gallery or Art Studio may make a request in writing to the City Manager or his designee to allow beer and wine to be sold and/or served to customers incidental to the principle use established on the parcel that qualifies with the locational attributes herein described. In this instance the approval of a 2-COP alcoholic beverage license shall not constitute approval to operate a tavern or other similar use whereby greater than seventy-five (75) percent of an establishment's revenue would be derived from the sale of alcoholic beverages. The City Manager shall consider the following factors in his decision:

(a) Primary use of the property.

(b) Abutting property uses.

(c) Hours of operation.

(d) Anticipated number of patrons.

(e) All other relevant factors that the City Manager or his designee may find pertinent to the request.

(f) If approved, the City shall include this accessory use on the establishment's Business Tax Receipt. Such approval shall not run with the land, but shall be discretionary and subject to the criteria listed at 5 (a) through (f) above.

(E) SUSPENSION. Notwithstanding the prohibitions hereinabove set forth, the City Manager or his designee may suspend the operation of this Section through a special written permit prepared by the City Manager or his designee for a period to be established by the City Manager or his designee for dances, bazaars, carnivals, celebrations, civic functions, fund raising endeavors, City sponsored events, or other related activity of a community nature. In deciding whether to issue

a permit under this Section, the City Manager or his designee shall consider the following factors:

1. Number and age of persons likely to be in attendance.
2. Likelihood of injury.
3. Ability to provide police and fire protection.
4. Ability to provide medical services.
5. Ability to implement effective crowd control measures.
6. Availability of sanitary facilities.
7. Proximity of location to churches, temples and similar religious institutions, educational institutions (elementary, middle and senior), hospitals, youth or public recreation centers or areas, playgrounds, child care centers types II and III, and residential areas.
8. Likelihood of accumulation of litter and/or debris.

The issuance of a permit under this Section shall not exempt any person from obtaining such other permits or licenses as may be required by law.

- (F) APPEAL. If the requesting party is in disagreement with the decision reached by the City Manager or his designee, an appeal to City Council is available; and City Council's decision shall be binding. On any appeal, City Council shall consider the same factors as the City Manager or his designee is required to consider. Any person requesting such an appeal before City Council shall make a written request for same within thirty (30) days of the decision of the City Manager or his designee. The request shall be made to the City Clerk.
- (G) WAIVERS. If a petitioner believes a masonry wall as required in subparagraph (A)4. is unnecessary, the City Council or the Community Redevelopment Agency (when the property is located within the Community Redevelopment District) may grant a waiver of said requirement. Requests for waiver shall be submitted on a City application form and filed with the Zoning Director, accompanied by the application fee as set by Resolution of the

City Council. The following criteria shall be used to evaluate the waiver request:

1. Compatibility of the use with the abutting residential zoning district;
2. Adequacy of setbacks;
3. Adequacy of buffering and screening in controlling the adverse effects of noise, lights and other nuisances; and
5. The location and nature of the applicant's use.

SECTION FOUR: It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Pinellas Park, Florida, and the publisher of the Code may renumber, reclassify or otherwise insert this Ordinance in an appropriate place to accomplish such intention.

SECTION FIVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION SIX: If the Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION SEVEN: That this Ordinance shall be in full force and effect immediately upon its passage in the manner provided by law.

PUBLISHED THE \_\_\_\_\_ & \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

FIRST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

1<sup>ST</sup> PUBLIC HEARING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

2<sup>ND</sup> PUBLIC HEARING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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Sandra L. Bradbury  
MAYOR

ATTEST:

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Diane M. Corna, MMC  
CITY CLERK

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Law Offices of James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

**FLORIDA**

PHONE • (727) 541-0700  
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SUNCOM • 969-1011

July 26, 2016

Mr. Dean Neal  
Zoning Director  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #16-140**  
**Ordinance Amending Article 15, Section 18-1520, LDC 2016-04**

Dear Mr. Neal:

I have received and reviewed the above-referenced ordinance. This proposed ordinance alleviates the legal concerns with spot zoning by applying this ordinance to all B-1 zoned property with a future Land Use category of CRD, Community Redevelopment District. I would still suggest the City consider an overlay zoning district to allow some more flexibility in future special event permitting and creative uses that the City wishes to encourage in the CRA/downtown area.

As to this ordinance, I would recommend updating the definition of Art Gallery to read "An establishment specializing in and which its primary purpose is the display of art works . . ." This additional language requiring the establishment's primary purpose be the display of artwork would eliminate any possibilities of other businesses hanging a few pictures on the wall and then claiming to be an art gallery.

Section 3, Paragraph D.3 should be updated to include the words "and Park Station" immediately after the City Auditorium in the sixth line before "(regardless of underlying zoning district). . . ."



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Mr. Dean Neal  
July 26, 2016  
Page 2

With these changes, I would otherwise approve of the ordinance as to form and correctness.

Very truly yours,

A handwritten signature in black ink, appearing to read "James W. Denhardt", written over a horizontal line.

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Assistant City Manager

JWD/dh

CITY OF PINELLAS PARK, FLORIDA  
PLANNING AND ZONING COMMISSION MINUTES  
REGULAR MEETING  
August 4, 2016

The meeting was called to order at 7:00 p.m. by Dennis Shelley, Chairperson.

**ROLL CALL**

**PRESENT:** Dennis Shelley, Chairperson  
William DeLong, Vice Chairperson  
Louis Bommattei  
Keith Sabiel  
Robert Pinion  
Raymond Long  
James Madden

**ABSENT:** None

**STAFF PRESENT:** Anna Weaver, Zoning Coordinator  
Stephanie Scalos, Staff Assistant, Notary  
James Denhardt, City Attorney  
Dean Neal, Zoning Director  
Debra Rose, Library & Cultural Affairs Administrator

**INVOCATION:** Robert Pinion

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF MINUTES:** July 7, 2016

**MOTION** was made by Mr. DeLong and **SECONDED** by Mr. Bommattei to **APPROVE** the minutes of June 2, 2016.

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**REGULAR AGENDA**

Mr. Shelley – Read the rules and procedures for the Planning and Zoning Commission.

**PUBLIC HEARING OPENED**

1. **CASE NO.:** LDC 2016-4 (Legislative)

**REQUEST:** AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1520.3(A) PERMITTED USES, IN THE "B-1" GENERAL COMMERCIAL

PLANNING & ZONING COMMISSION MINUTES  
August 4, 2016 REGULAR MEETING  
PAGE 1

DISTRICT WHEN ASSIGNED THE COMMUNITY REDEVELOPMENT DISTRICT (CRD) FUTURE LAND USE CLASSIFICATION, BY PROVIDING FOR THE ESTABLISHMENT OF ART GALLERIES AND ART STUDIOS, AND BY AMENDING SECTION 18-1502.2, DEFINITIONS, PROVIDING OPERATIONAL DEFINITIONS FOR ART GALLERY AND ART STUDIO, AND BY AMENDING ARTICLE 15, ZONING, SECTION 18-1530.13, REGULATIONS FOR THE SALE, DISPENSING AND CONSUMPTION OF ALCOHOLIC BEVERAGES AND MORE SPECIFICALLY SECTION 18-1530.13 (D)EXCEPTIONS; BY ADDING PARK STATION, GENERALLY LOCATED AT 5851 PARK BOULEVARD, ART GALLERIES AND ART STUDIOS TO THE LIST OF EXEMPT FACILITIES AND LAND USES AND FURTHER PROVIDING THAT AN ART GALLERY OR ART STUDIO THAT WOULD OBTAIN A 2-COP ALCOHOLIC BEVERAGE LICENSE MAY ONLY SELL OR SERVE ALCOHOLIC BEVERAGES LIMITED TO BEER AND WINE INCIDENTAL AND ACCESSORY TO SAID USES; REQUIRING APPROVAL BY THE CITY MANAGER OR HIS DESIGNEE OF SUCH ACCESSORY AND INCIDENTAL USE; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the ordinance into the official record.

#### QUESTIONS FOR STAFF

None

#### PROPONENTS

Mr. Dean Neal – I am here to answer any questions you might have along with Ms. Debra Rose.

Mr. Madden – I really like the approach you have taken this time with the ordinance pertaining to the art district and not just two blocks. Currently in the B-1 district, art studios and galleries are not included and that is why you are adding them. What stops a tattoo parlor from serving beer and wine?

Mr. Neal – I wouldn't consider them an art gallery or art studio per the definitions.

Mr. Madden – I just didn't see a tattoo parlor listed.

Mr. Neal – Again, I wouldn't deem them to be an art gallery or art studio per the definitions.

Mr. Shelley – Even if they are located within those two blocks?

Mr. Neal – Exactly. That would be a tattoo parlor.

Mr. Madden – OK.

Mr. Shelley – Mr. Madden, I think it is an unwritten rule that they will not tattoo someone that is drunk or has been drinking. I don't have any or don't know that much about it, that is just my interpretation.

Mr. Neal – If you look at other zoning districts, tattoo parlors are listed by name. There is no attempt to disguise them as art studios or art galleries.

Mr. Denhardt – In the ordinance, there are two definitions for art studio and art gallery. Businesses must meet one of those definitions defined in the ordinance to be considered an art studio or art gallery. Tattoo parlors would not meet those definitions. I certainly understand your concern and that might be a continuing argument but I think by definition, it would eliminate out tattoo parlors from what I think a tattoo parlor is.

Mr. Long – Who will control minors if they are in art galleries?

Mr. Neal – That will be the proprietor's responsibility.

Mr. Denhardt – Please keep in mind that it would be a violation to their state license. Not only could they lose their license but be charged with any wrong doing. It is just like any other bar or restaurant, it is up to them to make sure they are within the limits of the law.

Mr. Bommattei – This is designed to attract those interested in art, you're not likely to get any kids coming in off the streets and attending these types of events.

Mr. Neal – It is typically not the kind of establishment that will attract a younger crowd.

Mr. Shelley – Like Mr. Pinion previously stated at the last meeting, this isn't going to be an out of control frat party.

Mr. Sabiel – Some of these units are live/work studios. During these events, can the resident give out liquor? The last time I went to one of these events at Park Boulevard, I went to the metal shop on the end. I don't know the gentleman that lives there but you could drink liquor.

Mr. Neal – That is a legal question so maybe Mr. Denhardt can answer that.

Mr. Denhardt – I'm not sure the context you are asking this in but just like when you have guests or friends in your home, you are allowed to serve them beverages as long as they aren't minors. In a live/work situation, in the residence, it is OK to serve liquor to your guests. In the business where you have patrons, they would need a license. This would be a very fact specific situation. Is the liquor being served upstairs in the residence or downstairs in the business? We would need to know those facts to give a definite answer.

Mr. Shelley – This is just for beer and wine. If there is liquor being served, I would think that would fall into a

state ordinance. What do you do if liquor is being served, Mr. Denhardt? If there is an art show and someone is giving out liquor, what do you do then?

Mr. Denhardt – A complaint can be made to the City, with police and to the Division of Alcoholic Beverages with the State of Florida.

Mr. Shelley – Someone will investigate and it will be taken care of?

Mr. Denhardt – If they have a beer and wine license and they are serving liquor, it could be a violation of state law as well as a violation of the ordinance.

Mr. Sabiel – I wasn't concerned with the vendor selling or giving out beer, wine, or liquor. I was more concerned with the residence upstairs and patrons going up there; but I guess they could all be considered friends and that would be OK per Mr. Denhardt's explanation.

## **OPPONENTS**

None

## **PUBLIC HEARING CLOSED**

## **BOARD DISCUSSION**

**MOTION** was made by Mr. Bommattei and **SECONDED** by Mr. DeLong to **APPROVE** LDC 2016-4.

## **ROLL CALL VOTE**

Aye: Madden, DeLong, Sabiel, Pinion, Shelley, Bommattei

Nay: Long

## **MOTION CARRIES MAJORITY VOTE**

2. CASE NO.: LDC 2016-5 (Legislative)

REQUEST: AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1518 "CN" NEIGHBORHOOD COMMERCIAL DISTRICT; BY AMENDING SUBSECTION 18-1518.5, "ADDITIONAL REGULATIONS", EXTENDING THE REQUIRED CLOSING TIME OF 10.00 P.M. TO 12:00 A.M. FOR BUSINESSES LOCATED IN THE "CN" NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR

## **Memorandum**

**To:** City Council

**Thru:** Patrick Murphy, CPM  
Community Development Administrator/Asst. City Manager

**From:** Dean R. Neal, AICP  
Zoning Director

**Subject:** LDC 2016-4 Providing for Art Galleries and Art Studios as permitted uses in the "B-1" General Commercial District when assigned the CRD future land use category.

**Date:** August 25, 2016

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### **Present Situation:**

The Zoning Code does not provide for art galleries or art studios and like businesses in the "B-1" General Commercial Zoning District. Currently existing studios are permitted as live/work units. Additionally, as deliberated at the Planning and Zoning Commission meeting of July 7, 2016, certain like businesses have expressed a desire to allow occasional consumption of alcoholic beverages (beer and wine) in combination with art oriented businesses and it appears that nationwide this is a common business practice. Furthermore, it has been determined that the offering of an alcoholic libation for any consideration is considered a sale by the State alcoholic beverage statute thus requiring an alcoholic beverage license. The proposed ordinance would provide for this business practice and also provides an exemption to current code requirements for Park Station. The city's Performing Arts Center and City Auditorium are presently exempted.

### **Proposal:**

The City is in the process of creating an Arts and Entertainment District that has shown promise in other communities towards increasing overall business opportunities and economic development. Structures occupying the north block faces of the 5600 and 5700 block of Park Boulevard have been prepared and occupied by artists that wish to include light offerings of libations to patrons as they view art works in their galleries. The City wishes to allow the artists to conduct this business model, considered critical to their success. To address the concerns of the Commission related to the ability of other properties in the City's Community Redevelopment District to enjoy the same benefit, staff has prepared this ordinance to allow the establishment of Art Galleries and Art Studios in the "B-1" General Commercial District, when assigned the CRD Community Redevelopment District future land use classification, as a permitted use and to qualify as an exemption under the alcoholic beverage code. The ordinance would not allow an art

oriented business to convert to a tavern or similar use upon the issuance of a State of Florida alcoholic beverage license. Taverns are and will remain a conditional use in the “B-1” General Commercial District.

**Advantages:**

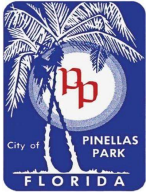
The proposed ordinance will allow the art studios and galleries to conduct their businesses in a manner consistent with other markets around the country where the serving of alcoholic beverages is considered customary. It would allow for the Art Society and others to conduct art displays and sales in the same manner at Park Station if so desired along with the rental of spaces for weddings or other similar celebrations. The ability to obtain a requisite beverage license will be based upon the review and analysis of an application requesting such exemption by the City Manager.

**Disadvantages:**

None perceived by staff.

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# City of Pinellas Park

## Staff Report

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**File #:** 16-173, **Version:** 1

**Agenda Date:** 8/25/2016

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### **RE-APPOINTMENT TO PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)**

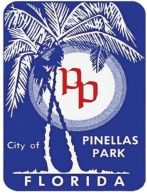
NOTE: Councilwoman Patricia Johnson's appointment to the Pinellas Suncoast Transit Authority, expires September 30, 2016. This re-appointment will be for a period of three years.

ACTION: (Approve - Deny) the re-appointment of Councilwoman Patricia Johnson to represent the City of Pinellas Park on the Pinellas Suncoast Transit Authority for a term from October 1, 2016 through September 30, 2019.

# **PINELLAS SUNCOAST TRANSIT AUTHORITY BOARD OF DIRECTORS APPOINTMENTS AND TERMS**

BOARD MEMBER	LAST POSSIBLE DAY	CURRENT TERM DATES	CURRENT TERM <sup>1</sup>	APPOINTING BODY	ORIGINAL APPT. TO PSTA
SERVICE ENDING IN 2016					
Kenneth T. Welch	9/30/16	10/01/13 – 9/30/16	3 CF 3	Pinellas County Commission	10/01/07
Doug Bevis	9/30/16	10/01/14 – 9/30/17	1 CF 3	Oldsmar, Safety Harbor, Tarpon Springs**	10/01/14
Julie Ward Bujalski	12/31/16	10/01/15 – 9/30/18	3 CF 3	Dunedin	04/24/08
RENEWABLE TERMS ENDING IN 2016					
Patricia F. Johnson	9/30/19	10/01/13 – 9/30/16	2 CF 3	Pinellas Park	03/22/12
Pat Gerard	9/30/22	10/01/13 – 9/30/16	1 CF 3	Pinellas County Commission	12/16/14
Lisa Wheeler-Brown	9/30/22	10/01/13 – 9/30/16	1 CF 3	St. Petersburg	01/07/16
SERVICE OR RENEWABLE TERM ENDING IN 2017					
Joseph Barkley	9/30/20	10/01/14 – 9/30/17	2 CF 3	Belleair, Belleair Bluffs, Gulfport, Kenneth City*, Seminole, South Pasadena	11/07/12
Mark Deighton	9/30/20	10/01/14 – 9/30/17	2 CF 3	Belleair Beach*, Belleair Shore*, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach*, Treasure Island*	10/01/11
Dave Eggers	9/30/23	10/01/14 – 9/30/17	1 CF 3	Pinellas County Commission	12/16/14
SERVICE OR RENEWABLE TERM ENDING IN 2018					
Bill Jonson	3/31/18	10/01/15 – 9/30/18	3 CF 3	Clearwater	04/07/10
Ben Diamond	9/30/21	10/01/15 – 9/30/18	2 CF 3	St. Petersburg***	02/20/14
Samantha Fenger	9/30/24	10/01/15 – 9/30/18	1 CF 3	Largo	10/06/15
Janet Long	9/30/21	10/01/15 – 9/30/18	2 CF 3	Pinellas County Commission	11/20/12
Darden Rice	9/30/21	10/01/15 – 9/30/18	2 CF 3	St. Petersburg	01/09/14
Brian Scott	9/30/21	10/01/15 – 9/30/18	2 CF 3	Pinellas County Commission***	10/01/12

\* These cities are not members of the Transit Authority (Treasure Island and St. Pete Beach receive service via a contract). \*\* The terms shown above refer to those as set forth in the State Statute (i.e., three year terms, with the exception of some members who joined the Board as a result of legislation passed in 2006 whose initial terms were shorter than three years). The Cities of Tarpon Springs, Safety Harbor, and Oldsmar have an interlocal agreement regarding Authority membership. Each city appoints a member for a two-year period. The City of Oldsmar appointed one for the period October 1, 2014 through September 30, 2016. The City of Tarpon Springs will appoint one for the period October 1, 2016 through September 30, 2018. The City of Safety Harbor will appoint a member for the period October 1, 2018 through September 30, 2020.\*\*\* These appointments may not be an elected official, according to the legislation. All other appointees are to be elected officials. <sup>1</sup> Appointments to the PSTA Board are limited to three (3) consecutive terms.



# City of Pinellas Park

## Staff Report

**File #: 16-172, Version: 1**

**Agenda Date: 8/25/2016**

**ORDINANCE NO. 3991. AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1518 “CN” NEIGHBORHOOD COMMERCIAL DISTRICT; BY AMENDING SUBSECTION 18-1518.5, “ADDITIONAL REGULATIONS”, EXTENDING THE REQUIRED CLOSING TIME OF 10:00 P.M. TO 12:00 A.M. FOR BUSINESSES LOCATED IN THE “CN” NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (LDC 2016-05)**

**FIRST READING PRIOR TO PUBLIC HEARING  
(Final Public Hearing - September 8, 2016)**

NOTE: The Land Development Code currently specifies that all businesses within the “CN” Neighborhood Commercial District must limit operating hours to 7:00 a.m. to 10:00 p.m. “in order to insure a peaceful and quiet neighborhood environment.” There is no provision that allows a waiver to this limitation. Mr. Fady Hanna, the owner of Kwik Stop generally located at 9019 60<sup>th</sup> Street, delivered a letter with petition to the City Manager requesting relief from the strict terms of the current ordinance. According to Mr. Hanna, his similar stores located in Neighborhood Commercial Districts within Largo and Safety Harbor are permitted to operate until 12:00 a.m. The City Manager has directed staff to prepare the ordinance to allow businesses to operate from 7:00 a.m. to 12:00 a.m. At their meeting of August 4, 2016, the Planning and Zoning Commission recommended approval of the proposed amendment.

**ACTION: (Pass - Deny) Ordinance No. 3991.**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1518 "CN" NEIGHBORHOOD COMMERCIAL DISTRICT; BY AMENDING SUBSECTION 18-1518.5, "ADDITIONAL REGULATIONS", EXTENDING THE REQUIRED CLOSING TIME OF 10:00 P.M. TO 12:00 A.M. FOR BUSINESSES LOCATED IN THE "CN" NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (LDC 2016-05)

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WHEREAS, THE CITY COUNCIL HAS BEEN PETITIONED BY A CERTAIN NEIGHBORHOOD AND BUSINESS OWNER TO EXTEND THE OPERATING HOURS OF BUSINESSES LOCATED IN THE "CN" NEIGHBORHOOD COMMERCIAL DISTRICT FROM 10:00 P.M. TO 12:00 A.M., AND

WHEREAS, THE CITY COUNCIL WISHES TO BE RESPONSIVE TO THE NEEDS OF THE CITIZENS OF THE CITY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AS FOLLOWS:

SECTION ONE: That Section 18-1518 "CN" NEIGHBORHOOD COMMERCIAL DISTRICT", Subsection 18-1518.5, "ADDITIONAL REGULATIONS", of the Land Development Code of the City of Pinellas Park, Florida, is hereby amended by amending Sec. 18-1518.5 (A), so that said section shall be and read as follows:

SECTION 18-1518. "CN" NEIGHBORHOOD COMMERCIAL DISTRICT

Sec. 18-1518.5 ADDITIONAL REGULATIONS

- (A) All businesses in this zoning district are limited to the operating hours of 7:00 a.m. to ~~10:00 p.m.~~ 12:00 a.m. in order to insure a peaceful and quiet neighborhood environment.
- (B) FENCES. See Section 18-1530.10, "Fences, Walls and Hedges" for fence regulations and setbacks.
- (C) DUMPSTER ENCLOSURES (See Section 18-1530.20, "Dumpsters" and Section 18-1530, "Accessory Use and Supplementary District Regulations").
- (D) OFF-STREET PARKING AND LOADING. See Section 18-1532, "Parking and Loading Regulations."
- (E) CRITERIA FOR APPROVAL OF REZONING PETITIONS TO "CN." The following conditions must be met before a petition to rezone to "CN" can be approved:
  - 1. The maximum size of the lot is limited to thirty thousand (30,000) square feet.
  - 2. Such lot must be located at the terminus of a block, with direct access to the lot by at least one (1) collector street. Said parcel shall not be located within the interior of a residential block.

SECTION TWO: It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Pinellas Park, Florida, and the publisher of the Code may renumber, reclassify or otherwise insert this Ordinance in an appropriate place to accomplish such intention.

SECTION THREE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION FOUR: If the Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION FIVE: That this Ordinance shall be in full force and effect immediately upon its passage in the manner provided by law.

PUBLISHED THE \_\_\_\_\_ & \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

FIRST READING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

PUBLIC HEARING THE \_\_\_\_\_ & \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sandra L. Bradbury  
MAYOR

ATTEST:

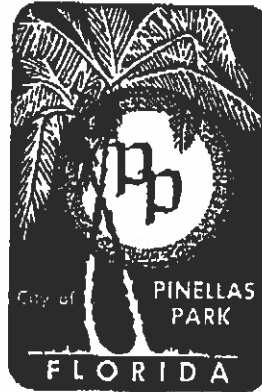
\_\_\_\_\_  
Diane M. Corna, MMC  
CITY CLERK

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Law Offices of James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile



**FLORIDA**

PHONE • (727) 541-0700  
FAX • (727) 544-7448  
SUNCOM • 969-1011

June 24, 2016

Mr. Dean Neal  
Zoning Director  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #16-127**  
**Ordinance Amending Section 18-1518.5**

Dear Mr. Neal:

I have received and reviewed the above-mentioned ordinance. I would approve of the ordinance as to form and correctness.

Very truly yours,

*for* James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Assistant City Manager

JWD/law



PRINTED ON RECYCLED PAPER

state ordinance. What do you do if liquor is being served, Mr. Denhardt? If there is an art show and someone is giving out liquor, what do you do then?

Mr. Denhardt – A complaint can be made to the City, with police and to the Division of Alcoholic Beverages with the State of Florida.

Mr. Shelley – Someone will investigate and it will be taken care of?

Mr. Denhardt – If they have a beer and wine license and they are serving liquor, it could be a violation of state law as well as a violation of the ordinance.

Mr. Sabiel – I wasn't concerned with the vendor selling or giving out beer, wine, or liquor. I was more concerned with the residence upstairs and patrons going up there; but I guess they could all be considered friends and that would be OK per Mr. Denhardt's explanation.

## OPPONENTS

None

## PUBLIC HEARING CLOSED

## BOARD DISCUSSION

**MOTION** was made by Mr. Bommattei and **SECONDED** by Mr. DeLong to **APPROVE** LDC 2016-4.

## ROLL CALL VOTE

Aye: Madden, DeLong, Sabiel, Pinion, Shelley, Bommattei

Nay: Long

## MOTION CARRIES MAJORITY VOTE

2. CASE NO.: LDC 2016-5 (Legislative)

REQUEST: AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1518 "CN" NEIGHBORHOOD COMMERCIAL DISTRICT; BY AMENDING SUBSECTION 18-1518.5, "ADDITIONAL REGULATIONS", EXTENDING THE REQUIRED CLOSING TIME OF 10.00 P.M. TO 12:00 A.M. FOR BUSINESSES LOCATED IN THE "CN" NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR



## SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the ordinance into the official record.

### QUESTIONS FOR STAFF

Mr. Madden – Are there any other facilities like this in the City that would be affected by the ordinance change?

Ms. Weaver – There are only two or three parcels in the City zoned CN. This would be changing the zoning district; but at this time, there are very few properties zoned this way. The idea behind this zoning district is to limit the hours of operation to not disturb neighbors. However, with this petition, the neighbors are wanting the hours to change to be more convenient for them.

Mr. Madden – That is fine. I just didn't know if there are others that will be affected by this change. If there are very few, then I understand the petition.

Ms. Weaver – There are very few. This is the only convenience store that I know of in this type of district. Keep in mind, other convenience stores are located in commercial districts such as B-1. In those districts, they may abut a residential district and they are allowed to stay open much later than midnight.

Mr. Madden – I believe the idea originally behind this type of district was to protect the neighbors from the noise; but obviously with the petition, that is no longer the case in this situation. They like the convenience store in the neighborhood and would like to see it open longer hours.

Ms. Weaver – Yes.

Mr. Sabiel – I met the owner of the convenience store and signed the petition. I live just a few hundred feet from the store. I also spoke with neighbors and they are in favor of the store staying open later. It's nice to have something in the location and not have a vacant property. He's definitely a benefit to the City and neighborhood.

### PROPOSERS

None

### OPPOSERS

None

### PUBLIC HEARING CLOSED

### BOARD DISCUSSION

**MOTION** was made by Mr. DeLong and **SECONDED** by Mr. Long to **APPROVE** LDC 2016-5.

**ROLL CALL VOTE**

Aye: Shelley, DeLong, Madden, Sabiel, Pinion, Long, Bommattei  
Nay: None

**MOTION CARRIES UNANIMOUS VOTE**

**NEW BUSINESS**

None

**GENERAL BUSINESS**

None

**ADJOURNMENT**

**MOTION** was made by Mr. Bommattei and **SECONDED** by Mr. DeLong to **ADJOURN** the meeting.

**ROLL CALL VOTE**

Aye: Sabiel, Bommattei, DeLong, Long, Shelley, Pinion, Madden  
Nay: None

**MOTION CARRIES UNANIMOUS VOTE**

Meeting adjourned at approximately 7:25 p.m.

---

Dennis Shelley, CHAIRPERSON

# Memorandum

**To:** City Council

**Thru:** Patrick Murphy, CPM  
Community Development Administrator/Asst. City Manager

**From:** Dean R. Neal, AICP  
Zoning Director

**Subject:** LDC 2016-5 CN Commercial, Neighborhood operating hours

**Date:** August 25, 2016

---

## Present Situation:

Section 18-1518 provides regulations for development in the CN Neighborhood Commercial Zoning District. Section 18-1518.5 Additional Regulations, stipulates that "all businesses in this zoning district are limited to the operating hours of 7:00 a.m. to 10:00 p.m. in order to insure a peaceful and quiet neighborhood environment." There is no provision of authority to waive or modify this limitation. Mr. Fady Hanna, the current owner of the Kwik Stop convenience mart located at 9019 60<sup>th</sup> Street (northeast corner of 60<sup>th</sup> Street and 90<sup>th</sup> Avenue), delivered to the City Manager a letter and petition signed by 138 neighborhood residents requesting relief from the strict terms of the ordinance to allow a later closing time. Mr. Hanna also operates similar stores in the Neighborhood Commercial districts of Largo and Safety Harbor where they are permitted to operate up to 12:00 a.m.

## Proposal:

The City Manager directed Zoning staff to prepare an amendatory ordinance to allow businesses located in the CN Neighborhood Commercial District to remain open until 12:00 a.m.

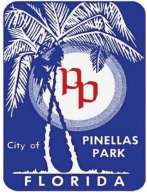
## Advantages:

Based upon the referenced petition the store will be better able to serve the surrounding neighborhood and meet their needs more effectively by providing an alternative to the need to make trips to stores located on arterial roads at late hours.

## Disadvantages:

None perceived by staff.

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# City of Pinellas Park

## Staff Report

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**File #: 16-167, Version: 1**

**Agenda Date: 8/25/2016**

---

**APPROVAL OF CHANGE ORDER NO. 1 AND FINAL PAYMENT FOR CONTRACT 16/014  
STORMWATER CULVERT PIPES - CLEANING, INSPECTION AND REHABILITATION - Layne  
Inliner, LLC**

NOTE: Approval of Change Order #1 and Final Payment for Contract 16/014 to Layne Inliner, LLC for Stormwater Culvert Pipes - Cleaning, Inspection and Rehabilitation. Change Order #1 represents unforeseen pipe sizing during the rehabilitation portion of the project in the amount of \$16,481.50 for a total adjusted contract and final payment of \$50,000.00 to be charged to account number 301-382-5-761-65.

ACTION: (Approve - Deny) Authorization for approval of Change Order #1 and Final Payment for Contract 16/014 - Stormwater Culvert Pipes Cleaning, Inspection and Rehabilitation, Layne Inliner, LLC, an increase of \$16,481.50 for an adjusted contract and final payment of \$50,000.00 to be charged to the appropriate account.



INVOICE

Date: August 9, 2016

Sold To: City of Pinellas Park  
5141 78th Avenue  
Pinellas Park, FL 33780

Billed To: City of Pinellas Park  
5141 78th Avenue  
Pinellas Park, FL 33780

ATTN.: Daniel Hubbard, Director

ATTN.: Daniel Hubbard, Director

PERIODIC ESTIMATE FOR PAYMENT NO:

1

PERIOD

7/11/16

through

7/25/16

SHEET

1

of

2

OWNER: City of Pinellas Park

CONTRACT: 16/014

PROJECT NO.: 41045

PROJECT: Stormwater Culvert Pipe Cleaning, Inspection & Rehab

Purchase Order:

PERCENT COMPLETE: 100.00%

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below.  
The present status of the account for this Contract is as follows:

Change Order

Additions

Deletions

1

\$16,481.50

Original Contract Sum: \$33,518.50

Change Order (Net Change): \$16,481.50

Contract Sum to Date: \$50,000.00

Current

\$33,518.50

Total

\$33,518.50

\$16,481.50

\$16,481.50

\$50,000.00

\$50,000.00

Total Completed to Date:

\$50,000.00

\$50,000.00

Retainage: 0.00%

\$0.00

\$0.00

Total Earned Less Retainage:

\$50,000.00

\$50,000.00

Less Previous Estimates:

\$0.00

\$0.00

Total Due This Estimate:

\$0.00

\$50,000.00

Net Change:

\$16,481.50

Balance Remaining: \$0.00

CERTIFICATION OF CONTRACTOR:

In the submission of this estimate, I certify that all quantities are correct and documented. This is verified by signature of the inspector acting as the Owner's agent.

Contractor: Layne Inliner, LLC

NEW Remittance Address Effective 04.27.15

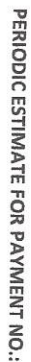
Layne Christensen Company

P O Box 677801

Dallas, TX 75267-7801

BY:

Date: August 9, 2016



PERIOD:

7/11/16

THROUGH

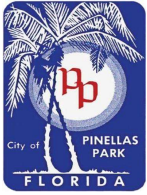
7/25/16

**SHEET 2 of 2**

C3

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# City of Pinellas Park

## Staff Report

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**File #:** 16-168, **Version:** 1

**Agenda Date:** 8/25/2016

---

### **REAPPOINTMENT TO THE PLANNING AND ZONING COMMISSION - Mr. Dennis Shelley**

NOTE: The term for Mr. Dennis Shelley expired on July 31, 2016. Mr. Shelley has served since June 12, 2003. He has expressed an interest in continuing to serve on the Planning and Zoning Commission via e-mail for another three year term.

ACTION: (Approve - Deny) The reappointment of Mr. Dennis Shelley to serve as a member of the Planning and Zoning Commission with a term to expire July 31, 2019.



Stephanie Scalos <sscalos@pinellas-park.com>

---

## P&Z Reappointment

---

dennisshelley0378@yahoo.com <dennisshelley0378@yahoo.com>

Mon, Aug 8, 2016 at 1:56 PM

To: Stephanie Scalos <sscalos@pinellas-park.com>

I Dennis Shelley would like to be reappointed to the planning and zoning board for the city of Pinellas Park for the next 3 years

Sent from my iPhone

[Quoted text hidden]

<Mr. Shelley Reappointment.docx>

**CITY OF PINELLAS PARK, FLORIDA**

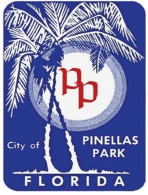
**ATTENDANCE RECORD - 2016 PLANNING & ZONING COMMISSION**

**PLANNING AND ZONING COMMISSION**

MEMBER	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
DENNIS SHELLEY	P	P	P	P	P	P	P	P				
WILLIAM DELONG	P	P	P	P	P	P	P	P				
RAY LONG	P	P	E	P	P	P	P	P				
LOU BOMMATTEI	P	P	P	P	P	P	P	P				
ROBERT PINION	P	P	E	P	P	P	P	P				
KEITH SABEL	P	P	P	P	P	P	P	P				
JAMES MADDEN	P	P	P	P	U	P	P	P				

P = PRESENT  
 E = EXCUSED  
 U = UNEXCUSED  
 R = RESIGNED  
 NM = NO MEETING  
 \*\* = NEWLY APPOINTED

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# City of Pinellas Park

## Staff Report

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**File #:** 16-169, **Version:** 1

**Agenda Date:** 8/25/2016

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### **REAPPOINTMENT TO THE PLANNING AND ZONING COMMISSION - Mr. Louis Bommattei**

NOTE: The term for Mr. Louis Bommattei expired on July 31, 2016. Mr. Bommattei has served since August 27, 2009. He has expressed in writing his interest in continuing to serve on the Planning and Zoning Commission for another three year term.

ACTION: (Approve - Deny) The reappointment of Mr. Louis Bommattei to serve as a member of the Planning and Zoning Commission with a term to expire July 31, 2019.

August 5, 2016

I, Louis Bommattei, would like to request to City Council that I may be reappointed to the Planning and Zoning Commission for a 3 year term to begin immediately.

A handwritten signature in blue ink, reading "Louis Bommattei", is written over a horizontal line.

**CITY OF PINELLAS PARK, FLORIDA**

**ATTENDANCE RECORD - 2016 PLANNING & ZONING COMMISSION**

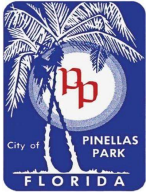
**PLANNING AND ZONING COMMISSION**

MEMBER	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
DENNIS SHELLEY	P	P	P	P	P	P	P	P				
WILLIAM DELONG	P	P	P	P	P	P	P	P				
RAY LONG	P	P	E	P	P	P	P	P				
LOU BOMMATTEI	P	P	P	P	P	P	P	P				
ROBERT PINION	P	P	E	P	P	P	P	P				
KEITH SABEL	P	P	P	P	P	P	P	P				
JAMES MADDEN	P	P	P	P	U	P	P	P				

P = PRESENT  
 E = EXCUSED  
 U = UNEXCUSED  
 R = RESIGNED  
 NM = NO MEETING  
 \*\* = NEWLY APPOINTED

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# City of Pinellas Park

## Staff Report

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**File #:** 16-170, **Version:** 1

**Agenda Date:** 8/25/2016

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### **REAPPOINTMENT TO THE PLANNING AND ZONING COMMISSION - Mr. William DeLong**

NOTE: The term for Mr. William DeLong expired on July 31, 2016. Mr. DeLong has served since his original appointment in April of 1991 as an alternate and was appointed as a regular member on April 27, 1995. He has expressed his interest in writing to continue his service on the Planning and Zoning Commission.

ACTION: (Approve - Deny) The reappointment of Mr. William DeLong to serve as a member of the Planning and Zoning Commission with a term to expire July 31, 2019.



Anna Weaver <aweaver@pinellas-park.com>

---

## Reappointment

---

wrdelong <wrdelong@verizon.net>

Fri, Aug 12, 2016 at 12:14 PM

To: Anna Weaver <aweaver@pinellas-park.com>

Yes I would like to be reappointed to the planning & zoning commission.  
Please submit my name to city counsel.

Thanks  
Bill De Long

Sent on the new Sprint Network from my Samsung Galaxy S64  
[Quoted text hidden]

# CITY OF PINELLAS PARK, FLORIDA

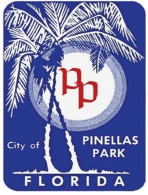
## ATTENDANCE RECORD - 2016 PLANNING & ZONING COMMISSION

### PLANNING AND ZONING COMMISSION

MEMBER	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
DENNIS SHELLEY	P	P	P	P	P	P	P	P				
WILLIAM DELONG	P	P	P	P	P	P	P	P				
RAY LONG	P	P	E	P	P	P	P	P				
LOU BOMMATTEI	P	P	P	P	P	P	P	P				
ROBERT PINION	P	P	E	P	P	P	P	P				
KEITH SABEL	P	P	P	P	P	P	P	P				
JAMES MADDEN	P	P	P	P	U	P	P	P				

P = PRESENT  
 E = EXCUSED  
 U = UNEXCUSED  
 R = RESIGNED  
 NM = NO MEETING  
 \*\* = NEWLY APPOINTED

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# City of Pinellas Park

## Staff Report

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**File #:** 16-178, **Version:** 1

**Agenda Date:** 8/25/2016

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### **AUTHORIZATION FOR THE MAYOR TO SIGN AN AGREEMENT WITH PINELLAS COUNTY - Fire Department**

NOTE: This authorizes the Mayor and City Manager to sign an Interlocal Agreement to provide Technical Rescue services to Pinellas County. This agreement was previously approved by City Council on 7/14/16. However, minor changes have been made to the wording of the agreement which prompted the City Attorney to require that the agreement be returned to Council.

ACTION: (Approve - Deny) Authorization for the Mayor and City Manager to sign the Interlocal Agreement to provide Technical Rescue services.

Pinellas County Technical Rescue Team Agreement, Attorney letter dated 8/4/16

**2016**

**PINELLAS COUNTY**

**TECHNICAL RESCUE TEAM**

**AGREEMENT**

**PINELLAS COUNTY**  
**EMS & FIRE ADMINISTRATION**  
**12490 Ulmerton Road**  
**Largo, FL 33774**

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## **PINELLAS COUNTY TECHNICAL RESCUE TEAM AGREEMENT**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Cities of Clearwater, Largo, Pinellas Park, St. Petersburg (collectively the "Contractors," and individually "Contractor,") and the Pinellas County Board of County Commissioners ("County") ("individually, "Party", collectively, "Parties").

### **RECITALS**

**WHEREAS**, in order to provide specialized rescue services to include but not be limited to, confined space, high angle/advanced rope, trench and excavation, water, wilderness, structural collapse, complex vehicles and machinery extrication, to the residents of Pinellas County it is essential to continue to develop the capability, expertise and resources to handle situations where such rescues could occur; and

**WHEREAS**, the Cities of Clearwater, Largo, Pinellas Park, St. Petersburg and the County desire to work in conjunction to respond to situations where there is a unique and/or complex rescue situation within Pinellas County and have, for a number of years, worked together in the operation of the Pinellas County Technical Rescue Team ("TRT").

**NOW THEREFORE**, in consideration of the mutual covenants expressed herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

- (b) Rescue of patients during an incident for the best possible outcome in order to protect the health, safety and improving the quality of life of the community by providing Technical Rescue Services as per the SOP.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104 other than payment provisions by the County.

## ARTICLE II

### DEFINITIONS

**SECTION 201. WORDS AND TERMS.** Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

**“Advanced Practice Paramedic” or “APP”** means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified.

**“Automatic Aid/Closest Unit Response Agreement”** means the agreement by and between every political subdivision and fire control district within Pinellas County dated October 16, 1990.

**“CAD”** means the computer aided dispatch system.

**“Continuing Education”** means (1) the minimum required continuing technical rescue education required for Technical Rescue Technicians to maintain certified status within the State of Florida; and (2) education for individuals who have a specific deficiency that must be corrected to maintain or restore their status within the EMS System.

**“County”** means Pinellas County, Florida, a political subdivision of the State of Florida.

**“Disaster”** means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS System.

## ARTICLE I

### THE AGREEMENT

**SECTION 101. RECITALS AND PURPOSE.** The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Technical Rescue Services in Pinellas County.

**SECTION 102. COOPERATION.** The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

**SECTION 103. CONTRACT DOCUMENTS.** The following Appendices are attached to and made part of this Agreement:

**Appendix A.** Pinellas County Technical Rescue Standard Operating Procedures Manual

**Appendix B.** Technical Rescue Vehicles

**Appendix C.** Equipment

**Appendix D.** Supply Inventory

**Appendix E.** Contractor Contacts

**SECTION 104. SCOPE OF SERVICES.** In exchange for funding from the County as outlined herein, the services to be performed by each Contractor under this Agreement include the following:

- (a) Make available one technical rescue support company comprised of Contractor's personnel who are trained as technical rescue team members and are on duty to respond to any upgraded technical rescue incident in an appropriate technical rescue unit.

**“EMS System”** means the network of organizations and individuals, including, but not limited to the authority, ambulance contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide emergency medical services in Pinellas County.

**“Field Personnel”** means Technical Rescue Technicians, paramedics and emergency medical technicians employed by Contractor(s).

**“Fiscal Year”** means the year commencing on October 1 of any given year and ending on September 30<sup>th</sup> of the immediately-succeeding year.

**“Party” or “Parties”** means either the County or the Contractors, or all, as the context of the usage of such term may require.

**“Patient”** means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

**“Pinellas County Technical Rescue Team” or “TRT”** means those Field Personnel of the cities of Clearwater, Largo, Pinellas Park, St. Petersburg and the County that have the capability and expertise to respond throughout Pinellas County to any situation where there is a technical rescue situation or the risk of such a situation, and have historically cooperatively worked together in such operations.

**“Regional 9-1-1 Center”** means the communications center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide public safety answering point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the priority dispatch protocols; providing for the dispatch of all basic life support (BLS) and advanced life support (ALS) first responder units to EMS System incidents; and providing for the ongoing communications via radio and wireless data systems.

**“Run Cards”** means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the technical rescue incident and a predetermined listing of Technical Rescue Services units which the Contractor(s) have determined to be the closest by travel time or most appropriate in ranked order as per section 404.

**“Safe Useful Life”** means the period during which a vehicle is expected to be useable for the purpose for which it was acquired. With respect to tractor trailer

combination, fifteen (15) years frontline, five (5) years reserve; with respect to medium/heavy duty chassis and all other vehicles, ten (10) years frontline, five (5) years reserve.

**"State"** means the State of Florida.

**"State of Emergency"** means a Disaster which has been declared by proclamation of the State, County or a municipality in the County, to be of such severity as to warrant institution of special legal conditions authorized by Chapter 252, Florida Statutes.

**"Technical Rescue Services"** means the services needed for rescue(s) involving, confined space, high angle/advanced rope, trench and excavation, swift water rescue, wilderness, structural collapse and complex vehicle and machinery extrication.

**"Technical Rescue Standard Operating Procedures or (SOP)"** means the then current established procedures to be followed in carrying out a given operation or in a given situation. Such procedures shall be developed by the Parties and may be amended only upon mutual agreement of the Parties. The current version is attached hereto as Appendix A.

**"Technical Rescue Technician"** Any member of the TRT having successfully completed an 80 hour rope rescue class, 40 hour confined space class and 40 hour trench rescue class.

**SECTION 202. TERMS GENERALLY.** Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", except as the context may otherwise require. The words "agree", "agreement", "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed", except as the context may otherwise require.

**ARTICLE III intentionally omitted**

**ARTICLE IV**

**DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**SECTION 401. TRAINING AND CONTINUING EDUCATION.**

Each Contractor shall make its personnel assigned to the TRT available, and be responsible for ensuring that its personnel attend, at a minimum, 32 hours of Continuing Education training including all required classes to reach a Technician level as soon as practicable after those classes are scheduled and as required by National Fire Protection Agency (NFPA) 1006, 1670 and the TRT SOP. Training will consist of classroom based training and/or distance learning methods as determined by the Parties, in accordance with the TRT SOP.

(a) New members assigned to the TRT will receive in house training, be classified as awareness level and will attend bi monthly training sessions.

(b) New members assigned to the TRT that have started but not completed the Technician level training will be classified as operations level and will attend the remaining Technician level and bi-monthly trainings necessary to achieve Technician level.

(c) Technician level training will consist of an eighty (80) hour rope class, a forty (40) hour confined space class and a forty (40) hour trench rescue class. These classes will be held on an as needed basis.

(d) Continuing Education will consist of attending at minimum, 32 hours of the regularly scheduled 48 hours of bi-monthly training.

Command staff will send select members to the following specialized training to maintain response capabilities.

(e) Swift water technician training will consist of a 40 hour class meeting the requirements of NFPA 1670. These classes will be scheduled on an as needed basis.

(f) Structural Collapse training will consist of a 120 hour class meeting the requirements of NFPA 1670. These classes will be scheduled on an as needed basis. Structural collapse training will not be mandatory.

- (g) Medical training is addressed in 402 (e).

**SECTION 402. PERSONNEL.**

(a) **Response with Trained Personnel.** Each Contractor shall ensure that the minimum levels of trained personnel are on duty to respond to any technical rescue related incident. Minimum staffing levels are as follows: Clearwater to provide five (5) personnel, Largo to provide two (2) personnel, Pinellas Park to provide two (2) personnel, and St. Petersburg to provide five (5) personnel. In the event of a long-term technical rescue incident, Contractor may call back its off-duty personnel to assist.

(b) **Rights and Duties of TRT Personnel.** Personnel assigned by a Contractor to the TRT, who are performing their duties pursuant to this Agreement outside of their jurisdiction, shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed, provided however, such powers are limited to, and are to be exercised by such personnel only while performing duties pursuant to this Agreement.

(c) **Training and Qualifications.** All Field Personnel employed by a Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the TRT SOP for technical rescue incidents and shall hold appropriate credentials in their respective technical rescue profession. Personnel whose education and training are not current shall not be permitted to participate in technical rescue responses as a Technical Rescue Technician.

(d) **Technical Rescue Command Staff.** Each Contractor shall designate a staff level position as a technical rescue command staff member who will be responsible for:

- (1) Responding to technical rescue incidents and overseeing rescue operations in accordance with TRT SOP's and in coordination with incident command.
- (2) Monitoring Contractor(s) technical rescue personnel to ensure compliance with TRT SOP's.
- (3) Monitoring Contractor(s) technical rescue personnel to ensure they maintain an appropriate level technical rescue competence based on the required training, that training requirements are met, and that members provide services in a manner that is professional and courteous.

- (4) Attending and actively participating in technical rescue related meetings.
- (5) Participating in budget development of the TRT, including identifying areas for improvement or gaps in team capability.
- (6) Coordinating with County administrative staff to manage contract compliance of the TRT.
- (7) Participating with the County on hazard vulnerability and risk assessments regarding Emergency Support Function (ESF) 9 issues.
- (8) Providing a command staff person to assist with the ESF-9 requirements in the Pinellas County Emergency Operations Center (EOC) upon EOC activation.

(e) **Advanced Practice Paramedics.** An APP at a technical rescue incident involving the response of a special operations team shall have clinical oversight and authority. APPs on the TRT are required to attend and/or obtain the below requirements.

**Requirements for County Certified Advanced Practice Paramedics**

- (1) Current Pinellas County certified paramedic in good standing.
- (2) Submission of a request to obtain Advanced Practice Paramedic certification.
- (3) Minimum of three (3) years paramedic experience or equivalent approved by the EMS Medical Director.
- (4) Completion of the Urban Search and Rescue (USAR) Medical Specialist Course.

**SECTION 403. STATE OF EMERGENCY ASSISTANCE, TECHNICAL RESCUE EMERGENCY AND MUTUAL AID.**

(a) **State of Emergency Assistance Within Pinellas County.** Immediately upon notification by the County of a State of Emergency within Pinellas County, each Contractor shall commit such resources given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. When a Contractor ceases providing assistance with the State of Emergency, that Contractor shall resume normal operations as rapidly as is practical and notify the County's authorized representative that the Contractor is able to resume normal



operations considering exhaustion of personnel, need for restocking and other relevant considerations.

**(b) State of Emergency Assistance Outside of Pinellas County.**

Contractor(s) shall manage any State of Emergency assistance or mutual aid response outside of Pinellas County in a manner which does not prevent Contractor(s) from rendering services in accordance with this Agreement.

**SECTION 404. AUTOMATIC AID/CLOSEST UNIT RESPONSE.** Upon notification by the Regional 9-1-1 Center of a technical rescue incident, each Contractor shall provide Technical Rescue Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The technical rescue unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to district or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, each Contractor shall provide Technical Rescue Services in accordance with the then current Run Cards for all technical rescue incidents. Each Contractor's authorized representative will periodically, or at the request of the County, update their Run Cards to insure their accuracy and coordinate any changes with any other affected Contractor(s).

**SECTION 405. TECHNICAL RESCUE SUPPLIES AND INVENTORY CONTROL.** The Contractors and County shall establish and implement inventory control procedures for the stocking and use of technical rescue supplies. Each Contractor shall maintain inventory records that identify all technical rescue unit supplies, and will keep supplies under lock so that access is limited to only authorized personnel. The Contractors shall adhere to inventory control procedures that the County may require, as long as they are reasonable and prudent.

**SECTION 406. UTILIZATION OF REGIONAL 9-1-1 CENTER.** Regional 9-1-1 Center. The Contractors shall utilize the Regional 9-1-1 Center for the dispatch of all Technical Rescue Services units to technical rescue incidents. The Contractors shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications

terminal software, and the County's public safety and intergovernmental voice and data radio system.

The Contractors shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

County shall provide and maintain, at no cost to the Contractors, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, and access to the County's 800MHz High Performance Data (HPD) system following the County's technical specifications.

County shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

**SECTION 407. CERTIFICATION.** Each Contractor shall maintain records of their personnel's certifications. County shall be responsible for payment of any fees associated with technical rescue certification and/or re-certification using funds provided under this Agreement.

**SECTION 408. ACCURATE INFORMATION.** Any news releases, statements, or public information given by the Contractors or County personnel to the public or the media that pertain to the TRT shall accurately portray the Pinellas County Technical Rescue Team.

## **ARTICLE V**

### **DUTIES AND RESPONSIBILITIES OF COUNTY**

**SECTION 501. VEHICLES AND EQUIPMENT.**

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, County shall provide/fund the technical rescue vehicles described on

Appendix B. Vehicle specification and selection shall be "mission capable" depending on the type of incident.

(b) **Maintenance of Vehicles and Fuel.** County shall be responsible for the maintenance and repair of County owned technical rescue vehicles and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. County shall maintain records of maintenance and fuel in order to document that technical rescue vehicles are maintained and used in accordance with this Agreement. The Contractors will use its best efforts to keep County vehicles secure in a covered facility.

(c) **Staffing of Vehicles.** Each Contractor shall ensure that at least one technical rescue support company comprised of the Contractor's personnel, as stated in 402 (a), who are trained as Technical Rescue Technicians are on duty to respond to any upgraded technical rescue incidents in an appropriate technical rescue vehicle.

(d) **Equipment and Supplies.** With the exception of equipment owned and maintained by a Contractor, County shall furnish and maintain all technical rescue equipment required to be provided by the County pursuant to Appendix C. Capital equipment purchases are subject to separately budgeted and approved County funding. County shall also be responsible for the cost of replacing utilized technical rescue supplies.

(e) **Technical Rescue Communications Equipment.** County will provide mobile data terminal(s) (MDT) and radios upon approved funding. Each Contractor shall be responsible for the replacement of all technical rescue communications equipment that is lost, stolen or damaged due to that Contractor's negligence. County shall be responsible for all routine maintenance of such equipment. The County shall be responsible for the replacement of any technical rescue communications equipment that is lost, stolen or damaged due to a cause other than a Contractor's negligence.

(f) **Inspections.** Contractors shall allow representatives of the County to inspect technical rescue vehicles and equipment during normal business hours upon reasonable notice.

**SECTION 502. CONTINUING TECHNICAL RESCUE EDUCATION.** County shall provide and make available to the Contractors, at the County's cost, a Continuing

Education training program at multiple, regionally-located training sites and not at a single, centralized training site.

**SECTION 503. TECHNICAL RESCUE COMMUNICATION EQUIPMENT.** County has provided, or shall provide and maintain, as applicable, radios assigned to technical rescue vehicles as per Appendix C. The radio equipment shall be installed in the technical rescue vehicles by the County and remain County property. County shall be responsible for such equipment, as provided for in Section 501(e) hereof. County shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the County. County shall ensure all frontline technical rescue vehicles are equipped with GPS enabled mobile communications terminals running mobile CAD software.

**SECTION 504. TECHNICAL RESCUE SUPPLIES.** The County shall provide and replace, as necessary, without cost to the Contractors, the technical rescue supplies used by the Contractors on technical rescue incidents under this Agreement. The County shall coordinate delivery or pick up of all supplies as needed or as convenient. The County shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to a Contractor's negligence but the County shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than a Contractor's negligence. The County will work cooperatively with the Contractors to develop inventory controls and expiration tracking mechanisms.

**SECTION 505. TECHNICAL RESCUE EQUIPMENT AND MAINTENANCE.** The County shall provide all equipment listed in Appendix C for technical rescue units including adequate spare equipment excluding equipment normally utilized for firefighting operations. Contractors agree to continue using the current equipment on technical rescue units over its useful life which equipment will be maintained by the County and repaired or replaced at the County's option. The County shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the County. Contractors shall be responsible for any repairs that are necessary due to their own negligence.

**SECTION 506. HAZARDOUS WASTE COLLECTION.** All hazardous waste or materials, other than bio-hazardous waste, from all technical rescue incidents remain the responsibility of the incident owner or the agency having jurisdiction. The County is in no way liable for any hazardous waste the Contractors collect during a technical rescue incident. Contractors shall follow applicable procedures for the collection of hazardous waste. Bio-hazardous waste will be handled in accordance with normal operating procedures for the EMS System.

**SECTION 507. SPECIAL OPERATIONS COORDINATOR.** County will provide a special operations coordinator to the TRT. The coordinator shall be a command staff member and act as the liaison between the Parties. Duties of the coordinator will include, but are not limited to, supply and equipment procurement and/or repairs, budget preparation, inventory maintenance and controls, training coordination, invoice processing, keeping of meeting agendas and minutes, contract management, fleet management, liaison to state for specialty teams, grant management, asset management and representation on various regional committees.

## **ARTICLE VI**

### **INSURANCE AND LIABILITY**

**SECTION 601. MINIMUM INSURANCE REQUIREMENTS.** Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the County of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to County a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The

following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

(a) Provide Workers' compensation insurance as required by Florida Law.

(b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the County a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

**SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS.** To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to County. Contractor shall also notify County within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The County shall be endorsed to the required policy or policies as an

additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

**SECTION 603. LIABILITY.** Contractor and County agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor or County. Nothing herein shall be construed as consent by Contractor or County to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the County, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the County to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 603 shall survive expiration or earlier termination of this Agreement.

## **ARTICLE VII**

### **COMPENSATION AND OTHER FINANCIAL PROVISIONS**

#### **SECTION 701. COMPENSATION.**

(a) **Training funds.** County will provide each Contractor up to \$56,400 in any Fiscal Year to pay the reimbursement of overtime and backfill cost for TRT members attending training as identified in Section 401. These funds will also be used for reimbursement of overtime and backfill costs for command staff personnel, which normally work a shift schedule, for the time spent on TRT duties performed outside of their normally scheduled shift. It is the Contractors' responsibility to submit reimbursement documentation within twenty (20) calendar days from the last date of

training. Funds budgeted in any Fiscal Year will not be carried over to succeeding Fiscal Years.

(b) **Travel funds.** Upon approval of the Director of EMS & Fire Administration, and at his or her sole discretion, the County will provide up to \$10,000 each Fiscal Year, to pay the reimbursement of travel expenses for TRT members from all Contractors attending training or professional conferences. Such funds for travel expenses will be limited to lodging, transportation, registration fees and taxi or bus fares in accordance with the County's then current travel policy and Florida Statutes Section 112.061. Payment of such costs will be in arrears and supported by invoices and receipts. Per diem/subsistence will not be paid by the County.

(c) Travel must be accomplished by the most economical means available.

(d) Travel requests must be submitted thirty (30) days in advance. Upon approval by the Director of EMS & Fire Administration at his or her sole discretion, the County shall pay the travel expenses (subject to the then current County policies) incurred by the Contractors for training and education of team members. Payment of such costs will be made upon presentation of supporting invoices/receipts. Travel expenses incurred will be reimbursed in accordance with Section 112.061, Florida Statutes.

## **SECTION 702. ADDITIONAL UNITS.**

**Contractor-Funded.** Contractors and County understand that TRT is a unified, integrated team requiring the cooperation of all Parties. To insure the integrity of the TRT and the coordinated implementation of any improvements, if a Contractor desires to operate additional technical rescue unit(s) as a Contractor Funded Unit, a Contractor may elect to do so. Contractors are responsible for all costs associated with staffing, equipping and operating its own such Contractor Funded Units.

**SECTION 703. AUDITS AND INSPECTIONS.** At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the County may observe Contractors' operations or vice versa. Parties shall make available to the other Parties for their examination, its records with respect to all matters covered by this Agreement, and Parties may, at their own cost and expense, audit, examine, copy,



and make excerpts or transcripts from such records, and may, and their own cost and expense, make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractors shall make available to the Medical Director their records with respect to all clinical matters covered by this Agreement and the Medical Director may, at his/her own cost and expense, audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Parties right to observe and inspect operations or records in the other Parties business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Parties in advance of any such visit.

Records relating to contract activities shall be retained for a period of three (3) years from final payment in each year.

All representatives of all Parties who observe operations or audit or examine the other Parties records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Parties employees' duties. Audits and inspections shall be done to the extent permitted by law.

**SECTION 704. FISCAL NON-FUNDING.** Notwithstanding any other provision of this Agreement to the contrary, in the event sufficient budgeted funds are not available for a new fiscal year, the County shall notify the Contractors in writing within five (5) days of the determination of such occurrence and this Agreement shall terminate on the last day of current fiscal year without penalty or expense to the County.

**SECTION 705. NOT TO EXCEED CAP.** Any and all compensation, payment, or reimbursement of any kind to the Contractors provided for in this Article VII or elsewhere in this Agreement in any Fiscal Year shall not exceed the specific amount of the approved budget adopted through the County's governing body's budgetary process for services or reimbursement to the Contractors provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the County for any compensation that exceeds the total

compensation authorized through the County approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the County's governing body to utilize the emergency powers of Chapter 252, Florida Statutes, to authorize a budget amendment modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the Parties that the County may not compel the Contractors to incur expenses beyond the County's approved budget amount until such time as a budget amendment raising such budget is approved.

## **ARTICLE VIII**

### **TERM AND TERMINATION**

**SECTION 801. TERM.** The initial term of this Agreement shall be for five (5) years, commencing upon October 1, 2015 and ending at midnight September 30<sup>th</sup>, 2020, unless this Agreement is earlier terminated as provided for in this Agreement. This Agreement may be renewed for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such renewal which is subject to County and Contractors' approval prior to July 1, 2020. References in this Agreement to "Term" shall include the initial term of this Agreement and all renewals thereof. The effective date of this Agreement for reimbursement purposes shall be October 1, 2015.

**SECTION 802. TERMINATION.**

(a) **By County for Cause.** This Agreement may be terminated by the County for cause upon twenty (20) days written notice to the Contractors in breach. For purposes of this section 802(a), "cause" shall mean (1) the event that a Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by a Contractors of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the County shall provide written notice of such breach and the Contractors shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractors for cause upon twenty (20) days written notice to the County. For purposes of this section 802(b), "cause" shall mean a material breach by the County or any other Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractors shall provide written notice of such breach and the County or other Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By County or Contractor Without Cause.** This Agreement may be terminated without cause by any Contractor or the County upon six (6) months written notice to the other Parties.

#### **SECTION 803. DISPOSITION OF ASSETS.**

(a) **Assets Paid For By County.** Upon termination of this Agreement, Contractors shall return to County, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractors under this Agreement for the services provided under this Agreement with the County. County will assume any obligation on such assets which was incurred in accordance with the terms of this Agreement.

(b) **Assets Paid For By Contractor.** Any assets which were purchased solely with funds other than those provided by County to a Contractor under this or any preceding Agreement shall remain the property of the Contractors.

(c) **Assets Paid For By Both Contractor and County.** In case of any asset purchased with funds of both the Contractor and the County, Contractors and County shall determine the fair market value of such asset and then shall pro-rate such fair market value according to the respective interest of the Contractor and the County. In the event Contractor desire to retain said asset, Contractor shall pay to County an amount equal to County's interest in said asset. In the event that County desires to retain said asset, County shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither the Contractor nor the County desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of the Contractor and the County.

(d) **Date to Return Assets.** The return of any assets and/or funds in lieu of assets as described in this §803 above, shall be executed and completed upon the effective date of termination as specified in the termination notice.

**SECTION 804. RESOLUTION OF DISPUTES.** To the extent that Contractors and County cannot, after good faith attempt, resolve any controversy or dispute that may have arisen under this Agreement or §701, Contractors and County shall appoint an ad-hoc committee consisting of one representative from the County, one representative from the Contractor and one mutually agreed upon representative from the Pinellas County Fire Chiefs Association, to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractors. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractors, either Party may thereafter request to refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon a representative for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

## **ARTICLE IX**

### **MISCELLANEOUS**

**SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT.** The Contractors will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractors agree that applicants will

be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin.

**SECTION 902. NOTICES.** All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

**If to County:** Director, Pinellas County EMS & Fire Administration  
12490 Ulmerton Road – Suite 134  
Largo, Florida 33774

**If to Contractors:** See Appendix E

**SECTION 903. ENTIRE AND COMPLETE AGREEMENT.** This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

**SECTION 904. OTHER DOCUMENTS.** Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

**SECTION 905. APPLICABLE LAW.** Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

**SECTION 906. WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this

Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 907. SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

**SECTION 908. CONTRACTORS ARE INDEPENDENT CONTRACTORS.** The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractors are independent contractors in all respects and shall not be the agent, servant, officer, or employee of Pinellas County.

**SECTION 909. NO THIRD-PARTY BENEFICIARIES, ASSIGNMENT.** This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractors under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the County.

**SECTION 910. HEADINGS.** Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

**SECTION 911. COUNTERPARTS.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned  
authorized officers have caused this Agreement to be executed on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

ATTEST:  
KENNETH BURKE, CLERK

PINELLAS COUNTY  
By and through its Board of County  
Commissioners

by: \_\_\_\_\_  
Deputy Clerk

by: \_\_\_\_\_  
Chairman

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned  
authorized officers have caused this Agreement to be executed on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

Countersigned

CITY OF CLEARWATER

By: \_\_\_\_\_  
George N. Cretekos  
Mayor

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to Form:

By: \_\_\_\_\_  
Robert J. Surette  
City Attorney (Designee)

Attest:

Seal

By: \_\_\_\_\_  
Rosemarie Call  
City Clerk



**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Countersigned

CITY OF LARGO

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Manager

**Reviewed and approved:**

\_\_\_\_\_  
City Attorney (Designee)

**Attest:**

Seal

By: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned  
authorized officers have caused this Agreement to be executed on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

Countersigned

CITY OF PINELLAS PARK

By: \_\_\_\_\_  
Sandra L. Bradbury  
Mayor

By: \_\_\_\_\_  
Douglas A. Lewis  
City Manager

**Approved as to Form and Correctness:**

\_\_\_\_\_  
City Attorney

**Attest:**

Seal

By: \_\_\_\_\_  
City Clerk

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Countersigned:

CITY OF ST. PETERSBURG, FLORIDA

by: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO CONTENT AND FORM  
FOR CITY OF ST. PETERSBURG ONLY:

Attest:

by: \_\_\_\_\_  
City Attorney (designee)

by: \_\_\_\_\_  
City Clerk

**APPENDIX A - PINELLAS COUNTY TECHNICAL RESCUE RESPONSE TEAM  
STANDARD OPERATING PROCEDURES MANUAL**

**Refer to the Resource Disc**

**APPENDIX B –TECHNICAL RESCUE VEHICLES**

ASSET	YEAR	DESCRIPTION	UNIT ID	REPLACE/DISPOSITION	YEAR
61581	1988	GMC 7000 Class 7	TE48	Replace in kind (Large Box Truck)	FY 17/18
95497	1993	Mitsubishi, Truck, 14 ft.	TE14	Replace in kind (Medium Box Truck)	FY 18/19
111619	2007	Ford F 450	U4	Replace in kind	FY 19/20
116689	1992	International	TE34	Replace with Medium Duty Rescue Squad	FY 16/17
	2006	Pierce	HR4	City of St. Petersburg asset	

ASSET	YEAR	DESCRIPTION	UNIT ID	REPLACEMENT/DISPOSITION	YEAR
91154	2001	Pace Trailer	TRL42	Demobilize	FY 15/16
119681	2015	Wells Cargo Trailer	TRL48	Replace in kind	FY 23/24
122117	1985	Hackney Trailer	TE42	Replace in kind	FY 35/36

## APPENDIX C –EQUIPMENT

### HEAVY RESCUE 4

ITEM NAME	DESCRIPTION
Comm System	CSI 2100 Confined Space Communication System
Air Cart	Air Resource Cart w/ HI Pressure
Cutting Tool	Petrogen Heavy Rescue Cutting Tools
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpack Harness
Masonry Saw	14" Masonry Circular Saw w/ Blade
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Thermal Camera	Thermal Imager K1000
Chiseling Hammer	Hilti Chiseling Hammer TE-905 AVR -115V
Tripod	Paratech Tripod
Portable Radio	Motorola XTS 5000 II Portable Radio
Raker	Raker Shore Rescue Equipment
Search Cam	Mongoose Search Cam - Extrication Camera
Delsar Life Detector	Delsar Life Detector - 4 Sensor System
Sirius	MSA SIRIUS Multi-Gas Detector
Core Drill	Hilti Core Drill w/ 4 diamond core bits
Raker Shore System	Bi Pod Conversion Kit
Raker Shore System	Flying Strut Conversion Kit
Hydra Ram	Hydra Ram II
Go Pro 4	Go Pro 4 black

#### TRAILER 4

ITEM NAME	DESCRIPTION
Mud Pump	3" Mud Diaphragm Pump
Power Unit	Stanley Power Unit - Single Circuit w/ 110V & 12V
Breaker Hammer	90 lb. Breaker Hammer
Breaker Hammer	45 lb. Breaker Hammer
Hydraulic Saw	15" Hydraulic Saw w/ bar, chain, case
Cut Off Saw	14" Cut Off Saw
Hammer Drill	Hammer Drill
Kor It Drill System	Kor It Drill System

#### TECH 14

ITEM NAME	DESCRIPTION
Truck	1993 Mitsubishi Truck w/ 14' Box Bed
Rescue Craft	RDC Water Rescue Craft
Rescue Craft	Water Rescue Craft
Radio	Motorola XTS5000
Outboard Motor	Yamaha 2008 Outboard Motor - 15 hp.
Zodiac	Zodiac AVON ERB 400 Emergency Rescue Boat
Boat Motor	Yamaha 2009 long shaft motor
Lifesled	Lifesled
Lifesled	Lifesled
Convert-a-comm	Motorola convert-a-comm

#### UTILITY 4

ITEM NAME	DESCRIPTION
Mobile Radio	Motorola Mobile LCS 2000 Smartzone Radio
Convert a Com	Motorola Convert a Com
F450	2007 F450

#### TECH 34

ITEM NAME	DESCRIPTION
Comm System	CSI 2100 Confined Space Communication System
Comm System	CSI 2100 Confined Space Communication System
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
Portable Radio	Motorola XTS 5000 II Portable Radio
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
SKED Evac Tripod	SKED Evac Tripod w/ carry bag
Sirius	MSA SIRIUS Multi-Gas Detector
International	1992 International truck
Convert-a-comm	Motorola convert-a-comm
Stokes Basket	CMC stokes basket



**TECH 42**

ITEM NAME	DESCRIPTION
Comm System	CSI 2100 Confined Space Communication System
Air Cart	Air Source Cart
Air Cart	6000 PSI Air Source Cart
Cutting Tool	Petrogen Heavy Rescue Cutting Tools
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
Air Hammer	Quik Kut Air Hammer HD Kit
Portable Radio	Motorola XTS 5000 II Portable Radio
Exothermic Torch	Exothermic Torch, Slice Cordless Pack
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Sirius	MSA SIRIUS Multi-Gas Detector
Air Tank	4500 psi - 60 minute cylinder
Air Tank	4500 psi - 60 minute cylinder
Hydra Ram	Hydra Ram II (Rabbit tool)
Generator	Honda Generator 6500W
Prism Light	Prism Inflatable Light - 1000W Model - PIL1000
Generator	6.5 KW Generator - Gas - 4NY96

#### TRAILER 42

ITEM NAME	DESCRIPTION
Trailer	Pace Covered Trailer
SKED Evac Tripod	SKED Evac Tripod w/ carry bag, orange bag
Comm System	CSI 2100 Confined Space Communication System

#### TRAILER 48

ITEM NAME	DESCRIPTION
Trailer	2014 Enclosed Trailer

#### COMMANDER VEHICLE

ITEM NAME	DESCRIPTION
Portable Radio	Motorola XTS 5000 II Portable Radio
Radio	Motorola XTS5000
WINCH	9000 LB WINCH

**TECH 48**

ITEM NAME	DESCRIPTION
GMC Truck	H 29 - 2 ton 1GDM7D1F6JV532909
Intercom Controller	Barton Intercom Controller
Radio	Mobile Radio - Motorola T99DX131W Spectra
Body Splint	Miller Body Splint - Miller Halfback
Mud Pump	Mud Diaphragm Pump
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
SCBA	Scott Airpak Harness w/ AV3000 Facepiece
Vacuum Hose	Vacuum Truck Hose Support System (Air Spade)
Portable Radio	Motorola XTS 5000 II Portable Radio
Breaker Hammer	Brute Breaker Hammer
Masonry Saw	14" Masonry Circular Saw w/ Blade
Air Pack	AV200 Scott-Pak Harness
Air Pack	AV200 Scott-Pak Harness
Air Lift Bag	14 Ton Paratech Air Lifting Bag
Concrete Chainsaw	Concrete Chainsaw Kit - 14" w/ pump & diamond chain
Sirius	MSA SIRIUS Multi-Gas Detector
Generator	6.5 KW Gas Briggs & Stratton Generator #1933 - Gas - 4PA18 (in 95767)
Hydra Ram	Hydra Ram II
Go Pro 4	Go Pro 4 black

## **APPENDIX D - SUPPLY INVENTORY**

Pinellas County will provide supplies to outfit the following caches'. The caches' will be developed with minimum inventory levels and a replacement schedule to support technical rescue responses with the appropriate equipment.

**Rope:** To include, but not be limited to, ascenders, descenders, edge protectors, pulleys, carabiners, webbing, rope, harnesses, minding pulleys, rescue racks, gear bags, prusiks, pick off straps, stokes basket, stretcher harness and PPE to support rope rescues.

**Confined space:** To include, but not be limited to, escape paks, half mask respirators, filter cartridges, lighting and air supply equipment.

**Trench:** To include, but not be limited to, trench boards, cribbing and support wood.

**Structural collapse:** To include, but not be limited to, anchor shackles, anchoring system, Sawzall blades, camera, drill bits, dust masks, canopy, hoists, nails, Tapcons, marking paint, air tool oil, angle grinder blades, wood, welding tips and cutting blades.

**Machinery and equipment:** To include, but not be limited to, anchor shackles, Sawzall blades, camera, drill bits, dust masks, canopy, hoists, nails, marking paint, air tool oil, angle grinder blades, and cutting equipment.

**Shoring:** To include, but not be limited to, nails, wood, screws and cutting equipment.

**APPENDIX E - CONTRACTOR CONTACTS**

City of Clearwater  
112 South Osceola Avenue  
Clearwater, FL 33756  
Attn: Chief Robert Weiss

City of Largo  
Attn: Fire Chief  
P.O. Box 296  
Largo, FL 33779  
Attn: Chief Shelby Willis

with a required copy to:

City of Largo  
Attn: City Attorney  
P.O. Box 296  
Largo, FL 33779

City of Pinellas Park  
P.O. Box 1100  
Pinellas Park, FL 33780  
Attn: Chief Guy Keirn

City of St. Petersburg  
400 Dr. Martin Luther King, Jr. Street South  
St. Petersburg, FL 33701  
Attn: Chief James Large

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780 1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Law Offices of James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

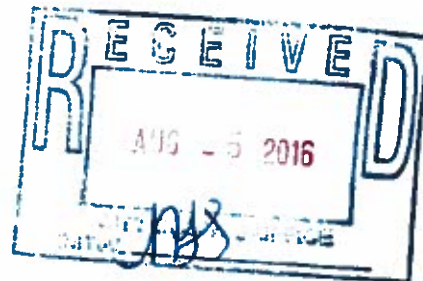


**FLORIDA**

PHONE • (727) 541-0700  
FAX • (727) 544 7448  
SUNCOM • 969-1011

August 4, 2016

Chief Guy Keirn  
Pinellas Park Fire Department  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100



**RE: City Document #16-153**  
**Technical Rescue Team Agreement**

Dear Chief Keirn:

I have received and reviewed the requested amendments from the City of St. Petersburg to the Technical Rescue Team Agreement. I would approve of the Agreement, with the requested amendments, as to form and correctness.

Since this Agreement was presented to Council previously and approved based on an Agreement that did not incorporate the amendments requested by the City of St. Petersburg, this Agreement will need to be brought before Council for approval again.

Very truly yours,

  
James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Assistant City Manager

JWD/dh

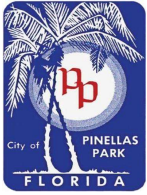


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# City of Pinellas Park

## Staff Report

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**File #:** 16-166, **Version:** 1

**Agenda Date:** 8/25/2016

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**ORDINANCE NO. 3992. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY PINELLAS PARK, FLORIDA, AMENDING CHAPTER 9 “TRAFFIC”; SECTION 9-104(f)(1)(e) OF THE CODE OF THE CITY OF PINELLAS PARK PERTAINING TO IMPOUNDMENT AND TOWING OF VEHICLES, AMENDING THE ALLOWABLE RATES TO BE CHARGED FOR ADMINISTRATIVE FEES; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING AN EFFECTIVE DATE.**

**FIRST READING PRIOR TO PUBLIC HEARING  
(Final Public Hearing - September 8, 2016)**

NOTE: Proposed rate changes by the Pinellas Park Rotation Wrecker Companies as discussed.

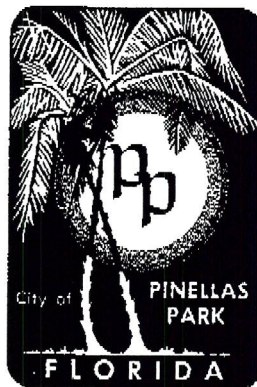
ACTION: (Pass - Deny) Ordinance No 3992.

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Law Offices of James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

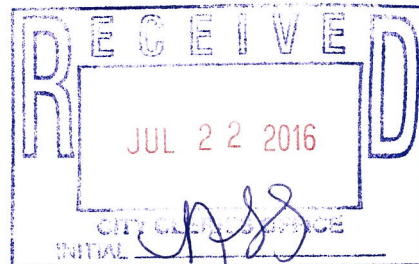


**FLORIDA**

PHONE • (727) 541-0700  
FAX • (727) 544-7448  
SUNCOM • 969-1011

July 22, 2016

Sergeant M. Linquist  
Pinellas Park Police Department  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100



**RE: City Document #16-149**  
**Ordinance Amending Chapter 9, Traffic**

Dear Sergeant Linquist:

I have received and reviewed the above-referenced ordinance. In the title of the ordinance, the word "AND" that comes before "PROVIDING AN EFFECTIVE DATE" can be deleted. Although it is not legally necessary, it seems to read easier that way. With that change, I would otherwise approve of the ordinance as to form and correctness.

Very truly yours,

Lauren Christ Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Assistant City Manager  
Chief Michael Haworth

LCR/dh



PRINTED ON RECYCLED PAPER

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY PINELLAS PARK, FLORIDA, AMENDING CHAPTER 9 "TRAFFIC"; SECTION 9-104(f)(1)(e) OF THE CODE OF THE CITY OF PINELLAS PARK PERTAINING TO IMPOUNDMENT AND TOWING OF VEHICLES, AMENDING THE ALLOWABLE RATES TO BE CHARGED FOR ADMINISTRATIVE FEES; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING AN EFFECTIVE DATE.

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BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA:

**SECTION ONE:** That Chapter 9 "Traffic", Section 9-104(f)(1)(e) of the Code of Ordinances of the City of Pinellas Park, Florida, is hereby amended as follows:

e. In addition to the basic hook-up charges, basic tow charges, dolly charges, and storage charges, a ~~Thirty-Five~~ Dollar (\$~~30~~5.00) processing fee may be charged after the first 24 hours fifth working day of storage ~~for costs incurred for preparation of necessary documents, title searches, and other costs of identifying and locating the rightful owner or lien holder of the stored vehicle~~ so long as the towing service has actually complied with the requirements of F.S. § 713.78. A filing of lien notice fee of Thirty Dollars (\$30.00) may also be charged to cover the execution and mailing of the lien notice so long as the towing service has actually complied with the requirements of F.S. § 713.78. Further, a tarpaulin fee in the amount of Fifteen Dollars (\$15.00) may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any stored vehicle in order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. The wrecker/towing service shall provide documentation of said costs to the Pinellas Park Police Department by the tenth day of the month following the month in which said costs were imposed.

**SECTION TWO:** In all other respects, the provisions of Section 9-104(f)(1) shall remain in full force and effect.

**SECTION THREE:** That this amended Ordinance shall be included  
in the Code of the City of Pinellas Park, Florida

**SECTION FOUR:** That this Ordinance shall be in full force and  
effect immediately after its passage and approval in the manner  
provided by law.

FIRST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

PUBLISHED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

PUBLIC HEARING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

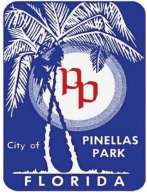
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Sandra L. Bradbury  
MAYOR

ATTEST:

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Diane M. Corna, MMC  
CITY CLERK



# City of Pinellas Park

## Staff Report

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**File #:** 16-186, **Version:** 1

**Agenda Date:** 8/25/2016

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**AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER RESTORATION ASSISTANCE FOR IMPROVEMENTS TO THE 98 AVENUE POND (DEP Agreement NO. LP52051)**

NOTE: The City has been awarded \$100,000 to perform a scope of work that will restore the 98<sup>th</sup> Avenue Pond to its original specifications. The proposed stormwater improvements consist of excavating and reshaping the pond to meet its original site plan compliances.

The City has committed (not required) a match not to exceed 50% of the total project cost to support design, permitting, and plans.

ACTION: (Approve - Deny) Authorization for the City Manager to sign agreement NO. LP52051 with the Florida Department of Environmental Protection for improvements to the 98th Avenue Pond.

**DEP AGREEMENT NO. LP52051**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESTORATION ASSISTANCE  
GRANT AGREEMENT**

**PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and CITY OF PINELLAS PARK, whose address is 6051 78th Avenue, Pinellas Park, Florida 33781 (hereinafter referred to as "Grantee"), local government, to provide financial assistance for the Pinellas Park 98th Avenue Pond Improvements project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

**1. TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

**2. PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until March 31, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016, through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

**3. FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$100,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:
- i. **Contractual (Subcontractors)** – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and

Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- F.
  - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

#### **4. ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

#### **5. REPORTS:**

- A. The Grantee shall utilize Attachment D, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of



the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@dep.state.fl.us](mailto:legislativeaffairs@dep.state.fl.us).

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, 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 or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably

within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

**9. REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

**10. RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

**11. SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, **Special Audit Requirements**, attached hereto and made a part hereof. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment E, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

**12. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or

- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**14. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**15. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**16. NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

**17. CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

George Frisby, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2829
E-mail Address:	George.Frisby@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Daniel Hubbard, or Successor	
City of Pinellas Park	
6051 78 Avenue	
Pinellas Park, Florida 33781	
Telephone No.:	727-369-5835
Fax No.:	727-369-5797
E-mail Address:	dhubbard@pinellas-park.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

**18. INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
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\$300,000	Hired and Non-owned Automobile Liability Coverage
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- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

**19. CONFLICT OF INTEREST:**

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

**20. EQUIPMENT:**

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

**21. UNAUTHORIZED EMPLOYMENT:**

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

**22. RESERVED:**

**23. DISCRIMINATION:**

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

- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**24. LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

**25. PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**26. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
  - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

**D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

**27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**28. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. . In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the



party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**29. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**30. ENTIRE AGREEMENT:**

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

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF PINELLAS PARK

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name of Authorized Person

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

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

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

\_\_\_\_\_  
George Frisby, DEP Grant Manager

\_\_\_\_\_  
Hana Juman, DEP QC Reviewer

FEID No.: 59-6000409

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>G</u>	<u>Attachment Intentionally Excluded</u>

## **ATTACHMENT A GRANT WORK PLAN**

**PROJECT TITLE:** Pinellas Park 98<sup>th</sup> Avenue Pond Improvements

**PROJECT LOCATION:** The Project will be located in the Trade Winds Estates Subdivision, which is located within the City of Pinellas Park in Pinellas County, Florida. Project coordinates are latitude 27.860529 N and longitude -82.718486 W.

**PROJECT BACKGROUND:** The Pinellas Park 98<sup>th</sup> Avenue Pond receives stormwater from 102<sup>nd</sup> Avenue and 60<sup>th</sup> Street. The pond is full of sediment, causing it to lose its capacity to function as a runoff pond. In 2015, the City of Pinellas Park (Grantee) identified the 98<sup>th</sup> Avenue Pond to be in critical need of improvements. The 0.26-acre pond was designed to be a wet pond for the purpose of providing flood control for 102<sup>nd</sup> Avenue and 60<sup>th</sup> Street. Its primary function is to capture stormwater runoff so that it does not flow directly into the Cross Bayou Canal, causing additional contamination of the waterbody. In its current condition, stormwater outfalls directly into the Cross Bayou Canal then to Joe's Creek and eventually into the Gulf of Mexico. The pond has filled with sediment and it is critical to restore it to original site plan specifications. Improvements will reduce or eliminate the flooding issues within this community.

**PROJECT DESCRIPTION:** The Grantee will upgrade the existing infrastructure in the Trade Winds Estates subdivision to return it to original site plan specifications. The site design is complete and the stormwater improvements will consist of excavating and reshaping the pond. Improvements will reduce or eliminate flooding in the nearby area and reduce contaminants that are flowing into the Cross Bayou Canal. The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

### **TASKS and DELIVERABLES:**

#### **Task 1: Excavation/Reshaping (Construction)**

**Task Description:** The Grantee will excavate and reshape the Pinellas Park 98<sup>th</sup> Avenue pond to return it to proper working condition.

**Deliverable 1a:** The Grantee will complete the excavation and reshaping of the pond as described in this task and as evidenced by: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

**Performance Standard:** The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each monthly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that monthly submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work;

proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.

3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

**Deliverable 1b:** Excavation and reshaping constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design, or indicating that construction completed by the end of the funding has been completed in accordance with the design.

**Performance Standard:** The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by and all deliverables received by the corresponding task end date.

Task No.	Task or Deliverable Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$100,000	7/1/2016	12/31/2017

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**ATTACHMENT B**  
**PAYMENT REQUEST SUMMARY FORM**

Payment Request No. \_\_\_\_\_ DEP Agreement No. \_\_\_\_\_ Date \_\_\_\_\_

Performance Period (Start date - End date): \_\_\_\_\_

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable Number(s): _____	Task Budget Amount: \$ _____ -
--------------------------------------	-----------------------------------

Grantee:  
(Name & Mailing Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee Contact: \_\_\_\_\_  
(Name & Phone)

**GRANT EXPENDITURES SUMMARY SECTION**

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$		\$	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$		\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

## Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of  
(Print name of Grantee's Grant Manager designated in the Agreement)  
\_\_\_\_\_, do hereby certify for  
(Print name of Grantee)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

*Check all that apply:*

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____ Grantee's Grant Manager's Signature	_____ Grantee's Fiscal Agent Signature
_____ Print Name	_____ Print Name
_____ Telephone Number	_____ Telephone Number

## INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

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

**DATE:** This is the date that you are submitting the payment request.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**TASK BUDGET AMOUNT:** List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**GRANTEE:** Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

**GRANTEE CONTACT:** List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

### GRANT EXPENDITURES SUMMARY SECTION:

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the **"TOTAL AMOUNT"** line. Enter the amount of all Tasks on the **"TOTAL BUDGET (ALL TASKS)"** line. Enter the total cumulative amount of this request and all previous payments on the **"LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF"** line. Deduct the **"LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF"** from the **"TOTAL BUDGET (ALL TASKS)"** for the amount to enter on the **"TOTAL REMAINING (ALL TASKS)"** line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the **"TOTAL PAYMENT REQUEST"** line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the **"TOTAL AMOUNT"** line for this column. Enter the match budget amount on the **"TOTAL BUDGET (ALL TASKS)"** line for this column. Enter the total cumulative amount of this and any previous match claimed on the **"LESS TOTAL CUMULATIVE PAYMENTS OF"** line for this column. Deduct the **"LESS TOTAL CUMULATIVE PAYMENTS OF"** from the **"TOTAL BUDGET (ALL TASKS)"** for the amount to enter on the **"TOTAL REMAINING (ALL TASKS)"** line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled **"TOTAL PAYMENT REQUEST."** The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**REQUEST FOR PAYMENT – PART II**

**REIMBURSEMENT DETAIL**

<b>Grantee Name:</b>					<b>Payment Request No.:</b>		
<b>DEP Agreement No.:</b>							
<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Amount (1)</b>	<b>Local Share or Other Funding or Amount Not Requested (2)</b>	<b>Requested Amount (3)</b>	<b>Check Number</b>	<b>Task/Deliverable Number (4)</b>
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
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				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
<b>Totals:</b>				\$ -	\$ -		



## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to State Revolving Fund. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

**Remit Payment Request by E-mail to:** [SRF.Reporting@dep.state.fl.us](mailto:SRF.Reporting@dep.state.fl.us)

**Be sure the E-mail payment request includes the following:**

**Cc:** Department's Grant/Project Manager

**Subject:** Project Number\_Disbursement Number: example – LP14025\_Disb\_1

**Attachments:**

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:**

**George Frisby**  
**(850) 245-2829**  
[George.Frisby@dep.state.fl.us](mailto:George.Frisby@dep.state.fl.us)

## ATTACHMENT C

### **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 must be provided for each amount for which reimbursement is being claimed indicating 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 contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) **Salaries:** A payroll register or similar documentation should be submitted. 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.
- (2) **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.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. 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 Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that 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](http://www.fldfs.com/aadir/reference_guide.htm)

## ATTACHMENT D

### PROGRESS REPORT FORM

DEP Agreement No.:	LP52051		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP52051 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

**ATTACHMENT E**  
**SPECIAL AUDIT REQUIREMENTS**

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

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT I to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcomes/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## **PART III: OTHER AUDIT REQUIREMENTS**

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

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

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

By Mail:

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

Electronically:

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

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

Electronically:

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

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

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

By Mail:

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

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

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

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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

By Mail:

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

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

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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

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

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**EXHIBIT – 1**

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

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$100,000	140047

<b>Total Award</b>					<b>\$100,000</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.flds.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

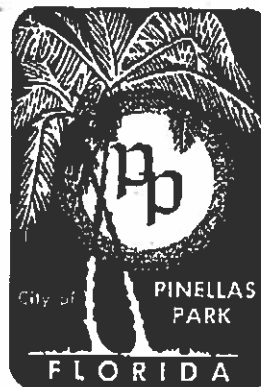


City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Law Offices of James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile



**FLORIDA**

PHONE • (727) 541-0700  
FAX • (727) 544-7448  
SUNCOM • 869-1011

August 9, 2016

Ms. Tammy Hillier  
Community Development  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #16-164**  
**DEP Agreement for Project LP52051**

Dear Ms. Hillier:

I have received and reviewed DEP Agreement No. LP52051. The Agreement lists and references attachments A through E. Those attachments were not included in the document I reviewed. These attachments appear to be a Grant Work Plan and several forms and requirements. If the City wishes our office to review any of these attachments, please forward them to our office. As to the Agreement, I would approve of it as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

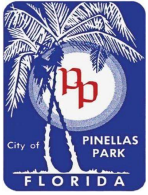
cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Assistant City Manager

JWD/dh



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# City of Pinellas Park

## Staff Report

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**File #:** 16-187, **Version:** 1

**Agenda Date:** 8/25/2016

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**AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER RESTORATION ASSISTANCE FOR IMPROVEMENTS TO THE TECH SERVICES POND (DEP Agreement NO. LP52052)**

NOTE: The City has been awarded \$100,000 to perform a scope of work that will restore the Technical Services Pond, located behind 6051 - 78<sup>th</sup> Avenue, to its original specifications. The proposed stormwater improvements consist of excavating and reshaping the pond to meet its original site plan compliances. The existing under drain filtration system will also be excavated, removed, and replaced.

The City has committed (not required) a match not to exceed 50% of the total project cost to support design, permitting, and plans.

ACTION: (Approve - Deny) Authorization for the City Manager to sign agreement NO. LP52052 with the Florida Department of Environmental Protection for improvements to the Technical Services Pond.

**DEP AGREEMENT NO. LP52052**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESTORATION ASSISTANCE  
GRANT AGREEMENT**

**PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF PINELLAS PARK, whose address is 5141 78 Avenue, Pinellas Park, Florida 33780 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Pinellas Park Technical Services Pond Improvements project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

**1. TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

**2. PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until December 31, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016, through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

**3. FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$100,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:
- i. **Contractual** (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and

Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- F.
  - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

#### **4. ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

#### **5. REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of

the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@dep.state.fl.us](mailto:legislativeaffairs@dep.state.fl.us).

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, 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 or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably

within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

**9. REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

**10. RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.



**11. SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

**12. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**14. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**15. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**16. NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

**17. CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

George Frisby, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2829
E-mail Address:	George.Frisby@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Daniel Hubbard, or Successor	
City of Pinellas Park	
5141 78 Avenue	
Pinellas Park Florida, 33780	
Telephone No.:	727-369-5704
Fax No.:	727-369-0700
E-mail Address:	dhubbard@pinellas-park.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

**18. INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
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\$300,000	Hired and Non-owned Automobile Liability Coverage
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- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

**19. CONFLICT OF INTEREST:**

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

**20. EQUIPMENT:**

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

**21. UNAUTHORIZED EMPLOYMENT:**

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

**22. RESERVED:**

**23. DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**24. LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

**25. PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**26. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or

allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

**D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

**27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**28. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. . In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**29. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**30. ENTIRE AGREEMENT:**

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

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF PINELLAS PARK

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name of Authorized Person

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

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

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

\_\_\_\_\_  
George Frisby, DEP Grant Manager

\_\_\_\_\_  
Sandy Waters, DEP QC Reviewer

FEID No.: 59-6000409

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>G</u>	<u>Attachment Intentionally Excluded</u>



## **ATTACHMENT A GRANT WORK PLAN**

**PROJECT TITLE:** Pinellas Park Technical Services Pond Improvements

**PROJECT LOCATION:** The Project will be located within the City of Pinellas Park in Pinellas County, Florida. Project coordinates are latitude 27.843980 N and longitude -82.716599 W.

**PROJECT BACKGROUND:** The Pinellas Park Technical Services Pond is located directly behind the City's Technical Services building at 6051 78<sup>th</sup> Avenue. The pond was designed to be a dry pond to provide flood control and water quality for the adjacent City owned properties. The City of Pinellas Park (Grantee) conducts annual pond inspections. The pond has filled with sediment and it is critical to restore it to original site plan specifications. During inspection it was also discovered that the under drain filtration system is completely inoperable and needs to be replaced. Improvements will reduce or eliminate the flooding in the area.

**PROJECT DESCRIPTION:** The Grantee intends to upgrade the existing infrastructure to return it to its original site plan specifications. The site design is complete and the proposed stormwater improvements will consist of excavating and reshaping the pond. The existing under drain filtration system will also be excavated, removed, and replaced. Improvements will reduce or eliminate flooding in the nearby area and reduce contaminants that are directly flowing into Channel I-B5A. The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

### **TASKS and DELIVERABLES:**

#### **Task 1: Excavation/Reshaping (Construction)**

**Task Description:** The Grantee will excavate and reshape the pond to return it to proper working condition.

**Deliverable 1a:** The Grantee will complete the excavation and reshaping of the pond as described in this task and as evidenced by: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

**Performance Standard:** The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each monthly interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that monthly submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which

must be made available upon request); and documentation demonstrating partial completion of construction activities.

**Deliverable 1b:** Excavation and pond reshaping, constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable), 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design, or indicating that construction completed by the end of the funding has been completed in accordance with the design.

**Performance Standard:** The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by and all deliverables received by the corresponding task end date.

Task No.	Task or Deliverable Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$100,000	7/1/2016	12/31/2017

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**ATTACHMENT B**  
**PAYMENT REQUEST SUMMARY FORM**

Payment Request No. \_\_\_\_\_ DEP Agreement No. \_\_\_\_\_ Date \_\_\_\_\_

Performance Period (Start date - End date): \_\_\_\_\_

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable Number(s): _____	Task Budget Amount: \$ _____ -
--------------------------------------	-----------------------------------

**Grantee:**  
(Name & Mailing Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Grantee Contact:**  
(Name & Phone) \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$		\$	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$		\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

## Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of  
(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for  
(Print name of Grantee)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

*Check all that apply:*

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ Grantee's Grant Manager's Signature	_____ Grantee's Fiscal Agent Signature
_____ Print Name	_____ Print Name
_____ Telephone Number	_____ Telephone Number

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

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

**DATE:** This is the date that you are submitting the payment request.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**TASK BUDGET AMOUNT:** List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**GRANTEE:** Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

**GRANTEE CONTACT:** List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of all Tasks on the "TOTAL BUDGET (ALL TASKS)" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL BUDGET (ALL TASKS)" for the amount to enter on the "TOTAL REMAINING (ALL TASKS)" line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "TOTAL PAYMENT REQUEST" line. Do not enter anything in the shaded areas.

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL BUDGET (ALL TASKS)" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL BUDGET (ALL TASKS)" for the amount to enter on the "TOTAL REMAINING (ALL TASKS)" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL PAYMENT REQUEST." The final request should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**REQUEST FOR PAYMENT – PART II**

**REIMBURSEMENT DETAIL**

<b>Grantee Name:</b>					<b>Payment Request No.:</b>		
<b>DEP Agreement No.:</b>							
<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Amount (1)</b>	<b>Local Share or Other Funding or Amount Not Requested (2)</b>	<b>Requested Amount (3)</b>	<b>Check Number</b>	<b>Task/Deliverable Number (4)</b>
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
<b>Totals:</b>				\$ -	\$ -		

## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **SRF**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

**Remit Payment Request by E-mail to:** [SRF\\_Reporting@dep.state.fl.us](mailto:SRF_Reporting@dep.state.fl.us)

**Be sure the E-mail payment request includes the following:**

**Cc:** Department's Grant/Project Manager

**Subject:** Project Number\_Disbursement Number: example – LP14025\_Disb\_1

**Attachments:**

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:**

**George Frisby**  
**850-245-2829**  
[George.Frisby@dep.state.fl.us](mailto:George.Frisby@dep.state.fl.us)

## ATTACHMENT C

### **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 must be provided for each amount for which reimbursement is being claimed indicating 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 contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) **Salaries:** A payroll register or similar documentation should be submitted. 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.
- (2) **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.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. 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 Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that 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](http://www.fldfs.com/aadir/reference_guide.htm)



## ATTACHMENT D

## PROGRESS REPORT FORM

<b>DEP Agreement No.:</b>	LP52052		
<b>Grantee Name:</b>	City of Pinellas Park		
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>	LP52052 (Pinellas Park Technical Services Pond Improvements)		
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p>			
<p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP52052 and accurately reflects the activities associated with the project.

**Signature of Grantee's Grant Manager**

Date \_\_\_\_\_

**ATTACHMENT E**  
**SPECIAL AUDIT REQUIREMENTS**

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

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## **PART III: OTHER AUDIT REQUIREMENTS**

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

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

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

By Mail:

**Audit Director**

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

Electronically:

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

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

Electronically:

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

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

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

By Mail:

**Audit Director**

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

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

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

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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

By Mail:

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

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

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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

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

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**EXHIBIT – 1**

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$100,000	1400-47

<b>Total Award</b>					<b>\$100,000</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Law Offices of James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile



**FLORIDA**

PHONE • (727) 541-0700  
FAX • (727) 544-7448  
SUNCOM • 969-1011

August 12, 2016

Ms. Tammy Hillier  
Community Development  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #16-167**  
**DEP Agreement for Project LP52052**

Dear Ms. Hillier:

I have received and reviewed the above-referenced Agreement. I note that the Agreement lists and references attachments A through E, but no such attachments were included in the document sent to our office. If the City wishes our office to review any of these attachments, please forward them to our office. I would approve of the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Assistant City Manager

JWD/dh



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