



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING
AGENDA
Wednesday, March 6, 2024
6:30 P.M.**

Town Hall

Assembly Hall

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. OATH OF OFFICE FOR 2 COMMISSIONERS**
- 6. APPOINTMENT OF VICE MAYOR AND DEPARTMENT HEADS**
- 7. PUBLIC FORUM: Non-Agenda Items Only** **NOTE:** A three-minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, **about a NON-AGENDA item**, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
- 8. REPORTS**
 - Public Safety
 - Building/Code
 - Public Works/Parks
 - Finance
 - Mayor
 - Town Clerk
 - Town Attorney
 - Boards & Committees
- 9. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, February 7, 2024**
 - B. Bill List for Day Ending March 1, 2024**
 - C. Proclamation – Flood Awareness Week**
- 10. UNFINISHED BUSINESS**
- 11. NEW BUSINESS**
 - A. Appointment of Planning Board members**
 - B. Resolution 2024-01: FDEM Statewide Mutual Aid Agreement**
 - C. DOT Road Resurfacing Grant Agreement**
- 12. OTHER BUSINESS**



13. ADJOURNMENT

Note: The Town of Redington Beach Board of Commissioners meet the First Wednesday of each month beginning at 6:30 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings

Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting 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 based. (F.S 286.0105) **Notice Regarding Special Accommodations: (F.S. 286.26)**

Agenda Item 9. CONSENT AGENDA

A. Board Regular Meeting minutes, February 7, 2024

B. Bill List for Day Ending March 1, 2024

C. Proclamation – Flood Awareness Week

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.410	Telephone						
	CHARTER COMMUNICATION	167052701020724	Ph \$199.96 Int\$157.97	0	02/07/2024	02/07/2024	199.96
	TAMPA BAY TELEPHONE	33609	Contract for May 2024	0	02/01/2024	02/01/2024	99.00
							298.96
101-512-512.411	Internet Services						
	CHARTER COMMUNICATION	167052701020724	Ph \$199.96 Int\$157.97	0	02/07/2024	02/07/2024	157.97
							157.97
101-512-512.440	Utilities- Water/EI						
	PINELLAS COUNTY UTILITIE	50900266650	Dec 05 - Feb 1, 2024	0	02/01/2024	02/01/2024	171.02
							171.02
101-512-512.461	Building Mainten:						
	BURTON ELECTRIC, INC.	01302404	Install outlet for TV at Dais	0	01/31/2024	01/31/2024	339.00
							339.00
101-512-512.510	Office Supplies						
	APEX OFFICE PRODUCTS	2538688-0	folders, legal pads, post-it	0	02/08/2024	02/08/2024	121.04
	HOME DEPOT CREDIT SERV	9167	Potting soil, fabreeze,	0	02/14/2024	02/14/2024	14.97
							136.01
101-512-512.542	Dues & Subscrip						
	CHASE CARD SERVICES	8851442	Amazon Monthly subscription	0	01/08/2024	01/08/2024	15.11
	SUNCOAST LEAGUE OF CIT	772	Membership dues 2023/24	0	02/06/2024	02/06/2024	750.00
							765.11
						Total Dept. Town Clerk:	1,868.07
Dept: 514 Legal Counsel							
101-514-514.124	Town Attorney						
	TRASK, DAIGNEAULT, LLP A	3480	Month of Jan 2024	0	02/01/2024	02/01/2024	4,080.00
							4,080.00
101-514-514.310	Legislative Coun:						
	SHUMAKER ADVISORS FLOI	4550	State public affairs Feb 2024	0	02/02/2024	02/02/2024	2,750.00
							2,750.00
						Total Dept. Legal Counsel:	6,830.00
Dept: 521 Law Enforcement							
101-521-521.340	Law Enforcement						
	PINELLAS COUNTY SHERIFF	1426840	Law enforc sevice Feb 2024	0	02/16/2024	02/16/2024	26,176.00
							26,176.00
						Total Dept. Law Enforcement:	26,176.00
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	Jan-30-2024	Dec 28 - Jan 26	0	01/30/2024	01/30/2024	64.91
	PINELLAS COUNTY UTILITIE	Feb 15-2024	Dec 5 - Feb 1, 2024	0	02/15/2024	02/15/2024	478.50
							543.41
101-572-572.461	Maintenance - Bu						
	HOME DEPOT CREDIT SERV	9167	Potting soil, fabreeze,	0	02/14/2024	02/14/2024	19.34
	HOME DEPOT CREDIT SERV	2551	chain, clamps, hitch-ring	0	02/15/2024	02/15/2024	106.22
							125.56
101-572-572.462	Maintenance - Gr						
	HOME DEPOT CREDIT SERV	9167	Potting soil, fabreeze,	0	02/14/2024	02/14/2024	119.64
	QFC SUPPLY	15-15849	3-boxes of Doggie Bags	0	02/16/2024	02/16/2024	203.85
							323.49

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 511 Legislative							
101-511-511.111	Registration						
	CHASE CARD SERVICES	02851	TIm K. Conference 3/1/24	0	02/22/2024	02/22/2024	80.00
							80.00
						Total Dept. Legislative:	80.00
Dept: 512 Town Clerk							
101-512-512.230	Group Insurance						
	FLORIDA MUN INSURANCE	Feb 2024	Month of February 2024	0	02/27/2024	02/27/2024	947.88
	FLORIDA MUN INSURANCE	March 1-2024	March 2024 (Minus Christian)	0	02/27/2024	02/27/2024	947.88
							1,895.76
101-512-512.231	Life Insurance						
	FLORIDA MUN INSURANCE	Feb 2024	Month of February 2024	0	02/27/2024	02/27/2024	9.75
	FLORIDA MUN INSURANCE	March 1-2024	March 2024 (Minus Christian)	0	02/27/2024	02/27/2024	9.75
							19.50
101-512-512.232	Dental Insurance						
	FLORIDA MUN INSURANCE	Feb 2024	Month of February 2024	0	02/27/2024	02/27/2024	110.27
	FLORIDA MUN INSURANCE	March 1-2024	March 2024 (Minus Christian)	0	02/27/2024	02/27/2024	110.27
							220.54
101-512-512.269	Flood Insurance						
	WRIGHT NAT FLOOD INS CC	0811295	policy#09 1150291121	0	02/12/2024	02/12/2024	10,014.00
							10,014.00
101-512-512.420	Postage						
	CHASE CARD SERVICES	Feb 21-2024	Stamps / postage	0	02/21/2024	02/21/2024	100.00
							100.00
101-512-512.510	Office Supplies						
	CHASE CARD SERVICES	404716005624	Lunch/Christian's employee	0	02/16/2024	02/16/2024	63.40
	SAPPHIRE SIGNS	968151	Expired parking pass signs	0	02/23/2024	02/23/2024	185.00
							248.40
101-512-512.542	Dues & Subscript						
	CHASE CARD SERVICES	FEB11-2024	Adobe Acrobat Yearly Subscr	0	02/11/2024	02/11/2024	239.88
	CHASE CARD SERVICES	Feb11-2024	Microsoft 365 Yearly Subscr	0	02/11/2024	02/11/2024	69.99
							309.87
						Total Dept. Town Clerk:	12,808.07
Dept: 513 Finance & Admin							
101-513-513.230	Group Insurance						
	FLORIDA MUN INSURANCE	Feb 2024	Month of February 2024	0	02/27/2024	02/27/2024	935.39
	FLORIDA MUN INSURANCE	March 1-2024	March 2024 (Minus Christian)	0	02/27/2024	02/27/2024	935.39
							1,870.78
101-513-513.231	Life Insurance						
	FLORIDA MUN INSURANCE	Feb 2024	Month of February 2024	0	02/27/2024	02/27/2024	9.75
	FLORIDA MUN INSURANCE	March 1-2024	March 2024 (Minus Christian)	0	02/27/2024	02/27/2024	9.75
							19.50
101-513-513.232	Dental Insurance						
	FLORIDA MUN INSURANCE	Feb 2024	Month of February 2024	0	02/27/2024	02/27/2024	33.61
	FLORIDA MUN INSURANCE	March 1-2024	March 2024 (Minus Christian)	0	02/27/2024	02/27/2024	33.61
							67.22
101-513-513.495	Janitorial Service						
	ALL PURPOSE CLEANING	INV#0055	2/2 2/9 2/16	0	02/24/2024	02/24/2024	210.00
							210.00

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. Finance & Admin:							2,167.50
Dept: 514 Legal Counsel							
101-514-514.121	Litigation						
	LAW OFFICE OF LUKE LIRO	41430	Jan 31, 2024 Buending	0	02/20/2024	02/20/2024	1,050.00
							1,050.00
Total Dept. Legal Counsel:							1,050.00
Dept: 524 Protective Services							
101-524-524.310	Code Enforcement						
	PINELLAS COUNTY SHERIFF	1419657	Code Enforcement Dec 2023	0	01/02/2024	01/02/2024	3,339.60
	PINELLAS COUNTY SHERIFF	1426962	Code enforcement Jan 2024	0	02/02/2024	02/02/2024	2,671.68
							6,011.28
Total Dept. Protective Services:							6,011.28
Dept: 539 Department of Public Works							
101-539-539.230	Group Insurance						
	FLORIDA MUN INSURANCE	Feb 2024	Month of February 2024	0	02/27/2024	02/27/2024	1,870.78
	FLORIDA MUN INSURANCE	March 1-2024	March 2024 (Minus Christian)	0	02/27/2024	02/27/2024	935.39
							2,806.17
101-539-539.231	Life Insurance - [						
	FLORIDA MUN INSURANCE	Feb 2024	Month of February 2024	0	02/27/2024	02/27/2024	19.50
	FLORIDA MUN INSURANCE	March 1-2024	March 2024 (Minus Christian)	0	02/27/2024	02/27/2024	9.75
							29.25
101-539-539.232	Dental Insurance						
	FLORIDA MUN INSURANCE	Feb 2024	Month of February 2024	0	02/27/2024	02/27/2024	143.88
	FLORIDA MUN INSURANCE	March 1-2024	March 2024 (Minus Christian)	0	02/27/2024	02/27/2024	110.27
							254.15
101-539-539.440	P/W Utilities						
	DUKE ENERGY	200602392967	Public works Jan12-Feb12	0	02/14/2024	02/14/2024	94.57
							94.57
Total Dept. Department of Public Works:							3,184.14
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	200602392968	Beach park Jan 12 - Feb 12	0	02/14/2024	02/14/2024	42.54
	PINELLAS COUNTY UTILITIES	50900270049	0- 164th Ave - Dec 5 - Feb1	0	02/16/2024	02/16/2024	27.77
							70.31
101-572-572.461	Maintenance - Bu						
	BEACH HARDWARE	416158	bolts, screddriver set, socket	0	01/30/2024	01/30/2024	91.11
	BEACH HARDWARE	416164	duct tape, pvc pipe, tapcons,	0	01/30/2024	01/30/2024	101.45
							192.56
101-572-572.462	Maintenance - Gr						
	LARSON & SON LANDSCAPE	43300	sand for flood prevention	0	02/26/2024	02/26/2024	986.00
							986.00
101-572-572.522	Gasoline & Oil						
	CHASE CARD SERVICES	43219368564	Diesel gas	0	02/21/2024	02/21/2024	19.42
	WEX BANK	543454	unleaded - christians truck	0	02/19/2024	02/19/2024	38.81
	WEX BANK	588137	Unleaded - Daves truck + cans	0	02/21/2024	02/21/2024	66.63
							124.86
101-572-572.524	Fertilizer & Mulch						
	LARSON & SON LANDSCAPE	43293	Small shell / front of sandpit	0	02/26/2024	02/26/2024	198.00
							198.00

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. Parks and Recreation:							1,571.73
Dept: 600 Replacement Reserve							
101-600-600.250	Tractor 2016						
	EVERGLADES FARM EQUIP	W13985	Additional work on tractor	0	02/20/2024	02/20/2024	2,512.58
							2,512.58
Total Dept. Replacement Reserve:							2,512.58
Total Fund General Fund:							29,385.30
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.800	Storm Drain Repl						
	WINDRIVER ENVIRONMENT,	6242688	Pump storm drains	0	02/19/2024	02/19/2024	2,900.00
	WINDRIVER ENVIRONMENT,	6242691	television storm lines	0	02/19/2024	02/19/2024	2,200.00
							5,100.00
Total Dept. Storm Water:							5,100.00
Total Fund Storm Water:							5,100.00
Grand Total:							34,485.30

2/7/2024	11424 PAYROLL	\$ 2,206.13
	11425 PAYROLL	\$ 1,389.17
	11426 PAYROLL	\$ 1,627.42
	11427 PAYROLL	\$ 1,293.93
2/21/2024	11428 PAYROLL	\$ 2,206.13
	11429 PAYROLL	\$ 1,407.43
	11430 PAYROLL	\$ 1,627.42
	11431 PAYROLL	\$ 1,177.36
	11432 PAYROLL	\$ 197.05
	11433 PAYROLL	\$ 277.05
	11434 PAYROLL	\$ 277.05
	11435 PAYROLL	\$ 217.05
	11436 PAYROLL	\$ 461.75
	EFT Retirement	\$ 1,729.65
	EFT Payroll taxes	\$ 4,007.43

TOTAL \$20,102.02

MAYOR WILL

COMMISSIONER THOMPSON

VICE MAYOR KORNIJTSCHUK

COMMISSIONER MURRAY

COMMISSIONER CARIELLO

Regular Meeting of March 6, 2024

ATTEST:

Adriana Nieves, CMC, Town Clerk

Proclamation

TOWN OF REDINGTON BEACH, FLORIDA

OFFICE OF THE MAYOR

WHEREAS, The Town of Redington Beach has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in coastal areas, and this flooding has caused damage and flood losses to homes and buildings in all areas; and

WHEREAS, The Town of Redington Beach is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), has declared the week of **March 4th-9th, 2024** as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

NOW, THEREFORE, I, DAVID WILL, MAYOR OF THE TOWN OF REDINGTON BEACH, do hereby proclaim March 4th-9th, 2024 as **FLOOD AWARENESS WEEK IN** The Town of Redington Beach and further encourage the citizens of Redington Beach to increase their knowledge of how to protect themselves and their property from flooding.

PRESENTED this 6th Day of March 2024.

David Will, Mayor

Town of Redington Beach



Agenda Item 11 A.

Appointment of Planning Board members

rec'd 1-29-24

REV 2023-12-29



TOWN OF REDINGTON BEACH, FLORIDA APPLICATION FOR APPOINTMENT

NAME: Kay Eaton
ADDRESS: 303 161st Ave Redington Beach, FL 33708
PRIMARY PHONE #: 727-776-5090 SECONDARY PHONE #: 727-531-0899 x202
How long has Applicant been a Redington Beach resident? June 2022
Applicant is a qualified elector of the Town: ☒ YES ☐ NO

SEEKING APPOINTMENT TO: (Check one)

☐ Board of Commissioners ☒ Planning Board
☐ Park Board
☐ Board of Adjustment ☐ Finance Committee
☐ Regular Member ☐ Alternate Member

EDUCATIONAL BACKGROUND:

College: University of Delaware Location: Delaware
Major: Interior Design Degree: Bachelors Degree

EMPLOYMENT INFORMATION:

☒ Currently Employed ☐ Retired

Most recent employment:

Employer: Eaton Marketing Associates Phone: 727-531-0899 x202
Address: 5325 115th Ave City, State, Zip Code: Clearwater, FL 33760
Position: Owner / CFO How long: 12 years

Why do you want to serve on the Commission? I am willing to help out in any capacity the town needs for the better good of our community.

Applicant Signature Kay Eaton Date 1/29/2024

For Office Use Only:

Date Considered by Commission: _____ Date of Appointment: _____
Term: _____ Term Expires on: _____



TOWN OF REDINGTON BEACH, FLORIDA

APPLICATION FOR APPOINTMENT

NAME: Bob Kahn

ADDRESS: 101 163rd Ave Redington Beach, FL 33708

PRIMARY PHONE #: 813.767.7267 SECONDARY PHONE #: _____

How long has Applicant been a Redington Beach resident? 17 years

Applicant is a qualified elector of the Town: ☒ YES ☐ NO

SEEKING APPOINTMENT TO: (Check one)

☐

Board of Commissioners

☒

Planning Board

☐

Park Board

☐

Board of Adjustment

☐

Finance Committee

☒

Regular Member

☒

Alternate Member

EDUCATIONAL BACKGROUND:

College: USFLocation: Tampa, FLMajor: Computer EngineeringDegree: B.S.

EMPLOYMENT INFORMATION:

☒ Currently Employed☐ Retired

Most recent employment:

Employer: American Bath Group Phone: 800.443.7269Address: 495 Industrial Rd City, State, Zip Code: Savannah, TN 38372Position: Director of Customer Exp improvement How long: 6 yrsWhy do you want to serve on the Commission? As a former Park Board member, I would like

to contribute to the future direction + development of RB since there is no place I
would rather live

Applicant Signature [Signature]Date 11/13/2024

For Office Use Only:

Date Considered by Commission: _____ Date of Appointment: _____

Term: _____ Term Expires on: _____

Agenda item 11 B.
Resolution 2024-01:
FDEM Statewide Mutual Aid Agreement

RESOLUTION NO. 2024-01

A RESOLUTION OF THE TOWN OF REDINGTON BEACH, FLORIDA, ADOPTING THE STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR INCORPORATION OF FINDINGS AND RECITALS; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach, Florida, is a Florida municipal corporation located in Pinellas County; and

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, Florida Statutes, among political subdivisions within the State; and

WHEREAS, the Board of Commissioners deems entering into this agreement to be in the best interests of the health, safety, and welfare of the community, and for the preservation of life and property during or after a disaster or emergency;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the Board of Commissioners hereby finds the above statements to be true and correct, and incorporated as a material part of this Resolution.

Section 2. That in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, the Board of Commissioners does hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated herein by reference.

Section 3. That the Town Clerk is authorized to take all action necessary to comply with applicable budgeting, accounting, contracting, reporting, and other compliances requirements set forth in the Agreement.

Section 4. That all Resolutions or portions of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution, 2024-01, shall become effective immediately upon its adoption.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULAR SESSION THIS 6th Day of March, 2024.

Attest:

By: _____
Adriana Nieves, CMC, Town Clerk

By: _____
David Will, Mayor

	Motion	Second	Aye	Nay	Absent
Commissioner Cariello					
Commissioner Murray					
Commissioner Thompson					
Vice Mayor Kornijtschuk					
Mayor Will					



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

Agenda item 11 C.

DOT Road Resurfacing Grant Agreement

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FPN: <u>453237 1 54 01</u>	Fund: <u>GR24, LF</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>15 (Pinellas)</u>	Contract No: _____	Vendor No: <u>F596013405008</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Town of Redington Beach,
("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ Local Transportation Projects , Specific Appropriations SB2935, HB0195 , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction activities for the Town of Redington Beach Road Resurfacing project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 03/08/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453237 1 54 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Town of Redington Beach (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: The construction activities for the Town of Redington Beach Road resurfacing project. This project will include milling, density testing, removal of excess tack coat, traffic control, and curb replacement for the following:

- 155th Avenue from Gulf Boulevard to 2nd Street East
- 1st Street East from 155th Avenue to 160th Avenue
- 160th Court
- 161st Avenue from Gulf Boulevard to 6th Street East
- 4th Street East from 161st Avenue to End
- 5th Street East
- 1st Street East from 161st Avenue to 164th Avenue
- 164th Avenue from 3rd Street East to End
- 2nd Street East from 155th Avenue to 1st Street East
- 2nd Street East from 155th Avenue to Redington Drive
- Redington Drive from 1st Street East to End
- Redington Drive from 2nd Street East to End
- 159th Avenue from Gulf Boulevard to End
- 2nd Street East from Redington Drive to 164th Avenue
- 4th Street East from End to 161st Avenue
- 6th Street East from 161st Avenue Loop to End
- 6th Street East from 161st Avenue Loop to End
- 3rd Street East from 161st Avenue to 164th Avenue
- Redington Drive from 161st Avenue to 164th Avenue

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) 100% plans and project clears submitted to the Department by 05/17/2024.
- b) Design to be complete and submitted to the Department by 09/23/2024.
- c) Construction contract to be let by 01/18/2025.
- d) Construction to be completed by 11/08/2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Department will issue a Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETIONSTATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and TOWN OF REDINGTON BEACH

PROJECT DESCRIPTION: Construction services of the Town of Redington Beach Road Resurfacing project.

FPID#: 453237 1 54 01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL: _____

By: _____ P.E.
Name: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects, CSFA 55.039

***Award Amount:** \$750,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>